



**PUBLIC NOITCE** is hereby given pursuant to Utah Code §52-4-202, that the Administrative Control Board (the “Board”) of the North Summit Fire District (the “District”) will hold a work session and its regularly scheduled meeting on **Thursday, April 8, 2021** beginning at **5:30PM** at Fire Station 21, 86 E. Center St., Coalville, UT 84017.

View the meeting live via Facebook “North Summit Fire Service District”

or

Zoom <https://us02web.zoom.us/j/84338250332?pwd=eEp4dmpkaXNidDIzVklWczZsTWFiUT09>

or

To listen by phone only: Dial 1-301-715-8592 Meeting ID: 911911

## AGENDA

1. Call meeting to order
2. Roll call
3. Pledge of Allegiance
4. Work Session
  - a. Review of the 3 million gillion oil tank at Wahsatch off of I80
  - b. Chief 6 month performance review
5. Regular Meeting
  - a. Outside audit of district – Summit County Auditor
  - b. Public Comment (5 min per person)
  - c. Review and Possible Approval of the March 11, 2021 minutes
  - d. Review and Possible Approval of the accounts payable March 2021
  - e. Review and Possible Recommendation to the Summit County Council for Approval of the Professional Standards & Conduct Manual
  - f. Operations update – Chief Nelson
    - i. New Phone System
    - ii. Vehicle Safety Inspections
    - iii. Vehicle Repairs
    - iv. Selling of water tender. The sell was approved by the previous board and it was posted for sale for some time. We would like to re-list it.
    - v. Mutual aid agreements with Morgan, Mountain Green, Park City, South Summit, Uintah County and Wasatch.
    - vi. NSFD as an American Heart Association Training Site
    - vii. Website
    - viii. Station Rental

NOTICE OF SPECIAL ACCOMODATION DURING PUBLIC MEETINGS In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Tyler Rowser at three days prior to the hearing to be attended. [nsfdpio@gmail.com](mailto:nsfdpio@gmail.com) or 435-901-0102

- ix. Completed Training
- x. Upcoming Training
- xi. Agreement with Intermountain Healthcare for Medical Direction.
- xii. Medical Training
- xiii. iSpy Fire
- xiv. ImageTrend Elite
- xv. Budget
- xvi. Credit Card Agreement
- xvii. Policies
- xviii. Crewsense/Google Calendar
- xix. Department organization
- xx. Pay Scale
- xxi. Back Payment of Interim Chief
- xxii. Impact Fees
- xxiii. SHSP Grant
- xxiv. Coallville Night Out / Open House – Erik Mandeem
- g. Chairpersons updates
- h. Board member updates
- i. Closed-door meeting in compliance with Utah Code §52-4-205(1)(a) – Personnel
- j. Reconvene in open meeting
- k. Adjournment

**North Summit Fire Chief**

**Ian Nelson Evaluation**

**Date** \_\_\_\_\_

**Completed by** \_\_\_\_\_

(This form is to be completed by each Administrative Control Board Member)

**Leadership and Managerial Qualities:** Is a self-starter, setting high personal standards, and pursuing goals with a high level of personal drive and energy; responds appropriately to unanticipated or difficult situations and challenges. Sets and pursues aggressive staff goals; drives for results and manages to ensure that staff goals are achieved. Ensures compliance with applicable policies, regulations and enforces fire codes in an expedient and fair manner. Develops and administers written policy, procedure and guidelines.

- Does the Chief have knowledge of organization goals and strategy?
- Does the Chief direct training to maintain firefighter recertification and Utah State EMR certification requirements?
- Does the Chief conduct administrative training requirements yearly (Sexual Harassment, HIPAA, etc) ?
- Does the Chief handle matters needing discipline appropriately?
- Does the Chief recruit and hire quality personnel by conducting Interviews, requiring Firefighter certifications, complete background checks, pre hire and random drug screens, and check drivers licenses of all new hires?
- Are employees being paid according to FLSA rules and regulations?

**Knowledge and Skill:** Demonstrates thorough knowledge of and provides suitable oversight for the provision and implementation of high quality programs and service?

- Does the Chief demonstrate knowledge of the budget and stay within the adopted budget?
- Works with the NSFD staff to successfully manage costs and manage resources for effective utilization of money, technology, human resources and time?
- Does the Chief have knowledge of fire code?
- Does the Chief have knowledge of each skill level and training for each job type?
- Does the Chief complete tasks in a timely manner?

**Board Relations:** Works effectively with the Board: Provides relevant information at and between meetings: makes recommendations based on thorough study, analysis and sound principles; frames significant questions and complex issues in a way that facilitate Board dialogue and action: and develops collegial, professional relationships.

- Does the Chief have knowledge of board priorities?

- Does the Chief work closely with the board on long range planning, budgeting, and balance of the day to day operations?
- Does the Chief show respect for Board members and expect the firefighters he leads to show respect for the Board members?

**Community Relations/ Political Effectiveness:** Cultivates a positive, professional reputation in the local community and effective relationships with other public officials, neighboring response agencies, constituents, and community organizations; serves as the District's spokesperson and acts as an advocate for issues relevant to the District.

- Does the Chief educate the firefighters on the importance of public relations?
- Does the Chief expect firefighters to go out of their way to help the community/ public setting a high standard of conduct?
- Does the Chief have policies in place for Social Media, and what a firefighter may or may not post on social media in regards to the department/ response calls/ and negativity that could ruin the reputation of the department or persons/ or violate HIPAA rules and regulations?

**Staff Relations:** Promotes, encourages, and facilitates cohesiveness and team-building among District personnel by encouraging participation of appropriate personnel in planning, decision making and District operations, and by delegating appropriate levels of authority to staff. Empowers staff to implement strategies and projects to achieve results by working collaboratively with appropriate staff and recognizes staff successes. Works with District personnel to ensure goals of the Fire District are being met.

# Minutes

North Summit Fire Service District  
Administrative Control Board  
Regular Meeting  
86 E. Center St.  
Coalville, UT 84017  
**March 11, 2021**

1 Chair John Meek called the meeting to order at 6:00PM

2 **Board Members Present**

3 Chair John Meek  
4 Vice Chair Michelle Andersen  
5 Treasurer Melanie Bosworth  
6 Matt Shill (Electronic)  
7 Don Winters

**Staff Present**

Chief Ian Nelson  
Tyler Rowser  
Erik Mandeem  
Capt. Mark Robertson  
JJ Wallace  
Electronic  
Ryan Stack, Deputy County Attorney

10

11 **Public Present Electronic**

12 Ashley  
13 Heidi B.  
14 Tom Fisher, County Manager

15

16 **Item 2 Roll Call**

17 A quorum was present.

18 **Item 3 Pledge of Allegiance**

19 Chair Meek lead the board and public in the Pledge of Allegiance

20 **Item 4 Work Session**

21 **a. Review employee pay scale**

22 Chief Nelson presented a breakdown of 3 employees pay to review. Spoke with the  
23 US volunteer firefighter's council, to review the laws, and what determines a  
24 volunteer vs. a part time employee. Pay can't be more then 20% of what other the  
25 lowest paid of

26 Draft for review of Chief Assistant Chief, Caption, and presented a draft of org  
27 chart. Currently hourly rates are \$12 to \$19 an hour depending on rank and  
28 certifications. Will have a complete schedule by the April meeting.

29 Chair Meek asked stated that all officers of the District and board members need to  
30 be bonded. Capt. Robertson stated that they are bonded thought Utah Local

31 Governments Trust our insurance company. Chair Meek requested that the Chief  
32 make sure this is the case and they proper paperwork be proved for signature.

33 Chair Meek asked if the district was registered with the Lt. Gov office, Capt.  
34 Robertson stated a few years ago they requested the documents creating the district  
35 and they were sent it. Tyler Rowser stated he updated the registration in February  
36 of this year.

37 Melanie that asked about reviewing emails. And scheduling buildings?

38 Chair Meek requested that the board members be updated on the district webpage.  
39 Chief Nelson stated that he would get it done.

40 **Item 5 Regular meeting**

41 **a. Public Comment (5 min per person)**

42 Chief Nelson said one person wanted to make a comment but he wanted them to  
43 wait for the operations updates to make it.

44 **b. Review and Possible Approval of the February 11, 2021 minutes**

45 The board reviewed the meeting minutes, Vice Chair Andersen motioned to approve  
46 the minutes of February 11, 2021, Treasurer Bosworth seconded the motion. A vote  
47 was called, all ayes, motion passed.

48 **c. Review and Possible Approval of the accounts payable January &**  
49 **February 2021**

50 Chair Meek requested a copy of the Feb visa statement. Chair Meek requested a  
51 financial statement with YTD and monthly expenses. Chair Meek asked if Capt.  
52 Robertson could find where the \$3,000 difference from last month was? Capt.  
53 Robertson stated that it was outstanding checks that hadn't cleared the bank yet.  
54 Treasurer Bosworth ained a motion to approve the accounts payable, Board member  
55 Winters second the motion, a vote was called. all ayes, motion passed.

56 **d. Review and Possible Recommendation to the Summit County Council**  
57 **for Approval of the Professional Standards & Conduct Manual**

58 Still needing to work with Ryan to review and hold over for next month.

59 **e. Operations update – Chief Nelson**

60 Reviewed run report. Board member Shill requested the information be sent to him.  
61 2020 had 15 more calls than this year. Attorney Stack advised that the materials  
62 for the meeting should be prepared in advance of the meting and a packet should be

63 emailed out to board members and posted on the state’s website as part of the  
64 notice.

65 Park City Fire is a member of the Utah Association of Special Districts (UASD).  
66 Chief Nelson thinks that this is a valuable resource for the district and we would  
67 need one board member and one alternate to attend there meeting. Members asked  
68 if they chief would get with UASD and see what the time comment would be for  
69 this.

70 Erik Mandeen made a statement, Erik stated that he now understands his  
71 statement last month was not taken in the context he meant them to be. He has  
72 found out that board members found the comments as rude and inconsiderate. He  
73 was wanting to make his statements from his 15 years of experience as a volunteer  
74 firefighter and EMT. His goal is to make the district as safe and compliant with  
75 Utah State Code as possible. He also stated that now any further comments to the  
76 board will be submitted in advance thought to the chief first, to help prevent any  
77 preserved “unprofessional blind side” and requested that any constructive advice  
78 received back to his questions or comments to site the Utah Code or other  
79 precedence so that he maybe able to better educate himself.

80 **f. Chairpersons updates**

81 How are relationships going with Park City, South Summit, Uinta County Wy., &  
82 Morgan Counties? Chief Nelson said that he felt they were going well; Park City  
83 has come over on a few hazmat calls and Uinta County came to a train explosion  
84 near the state line. He has had a meeting with Chief Hewitt and Lewis with Park  
85 City and they are planning to start having a quietly chief’s meetings.

86 **g. Board member updates**

87 Vice Chair Andersen asked if a hiring process been put into place and drug  
88 screening? Chief Nelson stated they were being worked on but not final yet. Are  
89 ridealong getting paid? Chief Nelson no there not,

90 **h. Closed-door meeting in compliance with Utah Code §52-4-204 –personnel**

91 A motion was made by Treasurer Bosworth to go into a closed-door meeting in  
92 compliance with Utah Code §52-4-205(1)(a) Personal matters. Seconded by Vice  
93 chair Anderson.

94 Rollcall Vote:

95 Board member Shill Aye

96 Board member Winters Aye

97 Treasurer Bosworth Aye

**DRAFT**

98 Vice Chair Andersen Aye

99 Chair Meek Aye

100 Motion passed closed door meeting began at 18:58 (6:58pm) (closed meeting  
101 affidavit attached (exhibit A)

102 Present in the closed-door meeting were the 5 board members listed above, Tom  
103 Fisher, Summit County Manager, and Ryan Stack, Deputy County Attorney.

104 **i. Reconvene in open meeting 19:46 (7:46pm)**

105 **j. Adjournment**

106 A motion to adjourn was made by Vice Chair Andersen, and seconded by Board  
107 member Winters, a vote was call, all ayes motion passed. Adjourned at 7:47pm

108

109

110 \_\_\_\_\_  
Chair John Meek

110 \_\_\_\_\_  
Chief Ian Nelson

111

112 Attest:

113

114 \_\_\_\_\_  
Tyler J Rowser, Board Secretary

**North Summit Fire District**  
**Checks and Deposits**  
February through March 2021

Date	Num	Name	Memo	Amount
03/05/2021		Weber Canyon & Fire Canyon	Deposit	15,157.59
03/09/2021		Oporation fund	Funds Transfer	40,000.00
03/15/2021		Inspection Fee	Deposit	25.00
03/16/2021		Public Hero Refund	Deposit	644.94
03/24/2021		IRS Refund / inspection Fee	Deposit	1,416.29
03/29/2021		Inspection Fee	Deposit	100.00
<b>Total</b>				<b>57343.82</b>
02/01/2021	4291	Utah Association of Special Districts	Membership Dues for 2021	-2,738.00
02/07/2021	4294	Ian Nelson	Amazon Business Membership Essentials	-179.00
02/23/2021	4300	CrewSense LLC	Payment for Feb 21 to Feb 22	-1,427.52
02/23/2021	4301	iSpyfire, Inc.	Payment for paging software 2021	-500.00
02/23/2021	4302	Tyler Rowser	Remibursment for Voice Recorder	-314.81
02/23/2021	4303	Wanship Mutual Water Co	Payment for 1 share 2021	-540.00
02/26/2021	4305	Dive Rescue International, Inc	Ice Rescue Training Materials	-305.80
03/05/2021	DD	Adkins, John	Paycheck	-770.91
03/05/2021	DD	Agnew, Ian	Paycheck	-69.26
03/05/2021	DD	Andersen, Michelle	Paycheck	-36.94
03/05/2021	DD	Broyles, Rebecca	Paycheck	-55.41
03/05/2021	DD	Clark, Zyle K	Paycheck	-18.00
03/05/2021	DD	Enspinosa, Justo I	Paycheck	-11.07
03/05/2021	DD	Giauque, Marc R	Paycheck	-18.01
03/05/2021	DD	Giauque, Nathaniel M	Paycheck	-190.59
03/05/2021	DD	Hogwood, Ray	Paycheck	-69.26
03/05/2021	DD	Jones, Tyler	Paycheck	-81.96
03/05/2021	DD	Judd, M. Brandt	Paycheck	-479.46
03/05/2021	DD	Mandeen, Erik	Paycheck	-76.18
03/05/2021	DD	Nelson, Ian B	Paycheck	-1,220.42
03/05/2021	DD	Robertson, Mark S	Paycheck	-549.48
03/05/2021	DD	Robinson, Jody L	Paycheck	-62.79
03/05/2021	DD	Rowser, Tyler J	Paycheck	-639.79
03/05/2021	DD	Smith, Kenneth C	Paycheck	-87.73
03/05/2021	DD	Sorenson, Cody K	Paycheck	-658.63
03/05/2021	DD	Sorenson, Marvin E	Paycheck	-345.15
03/05/2021	DD	Wallace, JJ	Paycheck	-833.00
03/05/2021	DD	Wilcox, Marshall C	Paycheck	-414.66
03/05/2021	DD	Wixom, Colton S	Paycheck	-58.18
03/05/2021	DD	Wright, Travis D	Paycheck	-59.12
03/05/2021	DD	Bosworth, Melanie	Paycheck	-36.94
03/05/2021	DD	Meek, John E	Paycheck	-36.94
03/05/2021	DD	Shill, Matthew P	Paycheck	-36.94
03/05/2021	DD	Winter, Don C	Paycheck	-36.94

North Summit Fire District  
**Checks and Deposits**  
 February through March 2021

03/09/2021	online	United States Treasury	87-0560689	-3,666.10
03/09/2021	4307	All West Communications	Phone and Internet Feb 2021	-416.15
03/09/2021	4308	Apparatus Equipment & Service	Engine Brake Repair, Tie rods, Plunbing, Air dry	-8,875.79
03/09/2021	online	Bankcard Center	Visa payment Feb. 2021	-1,185.34
03/09/2021	4310	Fuel Network	Fuel payment Feb. 2021	-288.68
03/09/2021	4311	Moore's Tire & Service Express	Oil change and tire rotation 2008 GMC C5500	-187.03
03/09/2021	4312	Price's Guaranteed Doors	Overhead door repair station 21	-425.00
03/09/2021	4314	Treasure Vallery Coffee, Inc of Utah	Coffee	-101.15
03/09/2021	4313	Republic Service		-307.37
03/19/2021	DD	Adkins, John	Paycheck	-913.41
03/19/2021	DD	Clark, Spencer J	Paycheck	-11.08
03/19/2021	DD	Giauque, Nathaniel M	Paycheck	-23.54
03/19/2021	DD	Groot, Cheryl H	Paycheck	-23.55
03/19/2021	DD	Johnson, Nicholas K	Paycheck	-144.07
03/19/2021	DD	Jones, Tyler	Paycheck	-138.52
03/19/2021	DD	Judd, M. Brandt	Paycheck	-271.43
03/19/2021	DD	Marble, Olivia N	Paycheck	-120.52
03/19/2021	DD	Proffitt, Stephanie	Paycheck	-23.55
03/19/2021	DD	Robertson, Mark S	Paycheck	-461.75
03/19/2021	DD	Rowser, Tyler J	Paycheck	-772.57
03/19/2021	DD	Sorenson, Cody K	Paycheck	-232.32
03/19/2021	DD	Sorenson, Marvin E	Paycheck	-277.05
03/19/2021	DD	Tomlin, Terrelle	Paycheck	-101.18
03/19/2021	DD	Wallace, JJ	Paycheck	-947.27
03/19/2021	DD	Wilcox, Marshall C	Paycheck	-318.08
03/19/2021	DD	Wixom, Colton S	Paycheck	-114.18
03/19/2021	DD	Andersen, Michelle	Paycheck	-36.94
03/19/2021	DD	Bosworth, Melanie	Paycheck	-36.94
03/19/2021	DD	Meek, John E	Paycheck	-36.94
03/19/2021	DD	Nelson, Ian B	Paycheck	-1,220.41
03/19/2021	DD	Shill, Matthew P	Paycheck	-36.94
03/19/2021	DD	Winter, Don C	Paycheck	-36.94
03/25/2021	4315	ATT&T Mobility	Cell phone service	-870.59
03/25/2021	4316	KHSA	Accounting and Payroll Service Jan and Feb 2021	-435.00
03/25/2021	4317	Main Street Office Furniture	Deck set and shelves for Station 21	-1,813.00
03/25/2021	4318	Xtra Heating	Thermostat for station 22	-120.00
03/26/2021	online	Rocky Mountain Power	Payment for Februay 2021	-683.69
03/29/2021	online	Dominion Energer QGC	Payment Februay 2021	-1,094.02
<b>Total</b>				<b>-39,726.98</b>

**North Summit Fire District**  
**Checks and Deposits**  
February through March 2021

1001 · Zions Bank	Total	55,014.86
1254 · 1254 PTIF Operation Funds	Total	362,112.92
3901 · 3901 Capital Deposit Account	Total	<u>858,792.31</u>

**North Summit Fire District**  
**Incomes and Expenses**  
 January , 2021 March 31, 2021

	<u>Dec 20, '20 - Mar 31, 21</u>	<u>Budget 2021</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
<b>1003 · Deposit</b>		
1005 · Wildland Fire Sup Reimbursement	33,848.90	
1016 · Property taxes	429,522.21	500,000.00
1019 · Inspection Fee	400.00	3,600.00
1020 · Interest	1,820.64	16,000.00
1003 · Deposit - Other	2,411.23	
<b>Total 1003 · Deposit</b>	<u>468,002.98</u>	
<b>Total Income</b>	<u>468,002.98</u>	549,400.00
<b>Expense</b>		
<b>6500 · Operations</b>		
6501 · Insurance	25,181.36	24,000.00
6502 · Accounting other.	1,914.00	4,000.00
6509 · Utilities	10,377.15	22,000.00
6510 · Building and Grounds	4,393.65	12,000.00
6511 · Fuel	1,463.58	11,000.00
6512 · Fleet Maintenance	15,711.19	40,000.00
6513 · PPE / Equipment	6,689.98	21,000.00
6515 · Minor Equipment	314.81	8,000.00
6516 · Training Expenses	305.80	1,400.00
6517 · Employee Food and other.	630.36	1,400.00
6518 · Other Public Notices,	3,997.64	
6500 · Operations - Other	1,427.52	
<b>Total 6500 · Operations</b>	<u>72,407.04</u>	144,800.00
<b>6600 · Payroll Expenses</b>		
6601 · Monthly Training	3,554.00	68,000.00
6602 · Admin. Salary	14,267.60	66,000.00
6603 · Board Member Salary	1,400.00	6,000.00
6605 · Firefighter on Duty	10,000.00	45,625.00
6606 · District Officer	16,525.00	72,000.00
6607 · Wildland	0.00	12,000.00
6608 · Assigned Duties	1,310.00	12,000.00
6609 · Fire Response	2,471.49	14,000.00
6610 · Payroll Taxes	4,072.73	14,000.00
6611 · Standby	0.00	2,000.00
6612 · Fire Inspector	1,400.00	4,800.00
<b>Total 6600 · Payroll Expenses</b>	<u>55,000.82</u>	255,225.00
<b>Total Expense</b>	<u>127,407.86</u>	400,000.00



# UTAH STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

## UT-43001-2021

Term: 4/1/2019 - 4/1/2024

### Fire Department / District (Cooperator)

#### Contact

North Summit Fire District  
P.O. Box 187  
Coalville, UT 84017

Business Phone: 801-721-1905 After Hours Phone: 911

#### Workers Compensation

#### Representative

Ken Smith 509-671-0982

#### District Fire Warden

Bryce Boyer 435-640-2075

### State Area Office (ADO Payment)

#### Contact

Utah Division of Forestry, Fire and State Lands Northeast Area  
2210 South Highway 40 Suite B  
Heber City, Utah 84032

Business Phone: 435-671-9170

#### Fire Management Officer

Mike Eriksson 435-671-9170

#### Home Unit (Owner)

Northeast Area

#### Local Dispatch (Provider)

UBIFC  
NUIFC

### Resources

Equipment work rates listed below are based on all operating supplies being furnished by Cooperator (WET). Standard staffing, when listed, is included in equipment work rates. Approved staffing levels and career staff are paid according to general provisions.

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
Engine - Type 1-2	T1	E-21 1995 Spartan Pumper 4S7AT9D01SC017304 523579EX Standard Staffing: 4	\$282.00 /Hour	-	\$25.00	-	\$0.00	4/4	03/18/2022
Engine - Type 1-2	T1	E-22 1998 American LaFrance Pumper 4Z36EMCB1WR95167 202121EX Standard Staffing: 4	\$282.00 /Hour	-	\$25.00	-	\$0.00	4/4	03/18/2022
Engine - Type 1-2	T1	E-23 2006 International 1HTMKAZR86H286661 203368EX Standard Staffing: 4	\$282.00 /Hour	-	\$25.00	-	\$0.00	4/4	03/18/2022
Engine - Type 1-2	T1	Truck-21 2001 American LaFrance Quint 4Z3AACG92RJ81585 29950EX Standard Staffing: 4	\$282.00 /Hour	-	\$25.00	-	\$0.00	4/4	03/18/2022
Engine - Type 3-7	T3	BRUSH ENGINE-324 1997 Ford 1FDXF80C1WVA20982 514381EX Standard Staffing: 3	\$222.00 /Hour	\$168.00 /Hour	\$25.00	-	\$0.00	3/3	03/18/2022
Engine - Type 3-7	T6	B- 623 2004 Ford F-350 1FDWF37PX4EA18040 523580EX Standard Staffing: 2 Size: Size.# - 3500 Features: 250 gal, 4X4, Foam	\$172.00 /Hour	\$131.00 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Engine - Type 3-7	T6	B-620 1993 Chevrolet 3500 1GBJK34N1PE160170 17636EX Standard Staffing: 2	\$172.00 /Hour	\$131.00 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Engine - Type 3-7	T6	B-623B 2003 Ford F-350 1FDWF37P13EC82990 20582EX Standard Staffing: 2	\$172.00 /Hour	\$131.00 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
Engine - Type 3-7	T6	Brush 621B 2003 Ford F-550 1FDAX57P23EC03104 205583EX Standard Staffing: 2	\$172.00 /Hour	\$131.00 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Engine - Type 3-7	T6	Brush-621 2004 Ford F-550 1FDAX57P44ED66077 511531ex Standard Staffing: 2 Features: 4X4	\$172.00 /Hour	\$131.00 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Engine - Type 3-7	T6	R-621 2008 GMC 1GDE5E3998F415966 505857EX Standard Staffing: 2	\$172.00 /Hour	\$131.00 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Engine - Type 3-7	T6	R-622 2005 Ford F-450 1FDXW47P55EC06184 511530EX Standard Staffing: 2 Features: 4X4	\$172.00 /Hour	\$131.00 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Engine - Type 3-7	T6	R-624 2004 Ford F-350 1FDWF37P65EB18413 205958EX Standard Staffing: 2 Features: 4X4, Foam	\$172.00 /Hour	\$131.00 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Engine - Type 3-7	Type 7	D-2 2004 Ford F-350 1FDWW31PX5EA49864 93372EX Standard Staffing: 2	\$85.00 /Hour	-	\$25.00	-	\$0.00	2/2	03/18/2022
Overhead	FFT2	Additional Staffing 2017 NSFD11111 NSFD0000ex Standard Staffing: 1	\$25.00 /Hour	-	\$0.00	-	\$0.00	1/1	01/01/2040
Overhead	PIO	P-10 2017 000 Standard Staffing: 1	\$60.00 /Hour	-	\$0.00	-	\$0.00	1/1	
Pumpkin/Porta Tank	min. 1500 gallons	4d. PUMPKIN 2015 PUMPKIN Standard Staffing: 0	\$85.00 /Day	-	\$0.00	-	\$85.00	0/0	04/26/2026
Pumpkin/Porta Tank	min. 1500 gallons	4e. PUMPKIN 2015 PUMPKIN Standard Staffing: 0	\$85.00 /Day	-	\$0.00	-	\$85.00	0/0	04/25/2026
Pumps, Portable	> 200 GPM (Specifically Ordered)	2 inch trash pump 2017 G0BRT-1181696 Standard Staffing: 0	\$17.00 /Hour	-	\$0.00	-	\$135.00	0/0	06/27/2025
Pumps, Portable	> 200 GPM (Specifically Ordered)	4 inch Trash Pump 2017 GCBDT-1538575S Standard Staffing: 0	\$17.00 /Hour	-	\$0.00	-	\$135.00	0/0	06/27/2025
Trailer	Supply Trailer	TRAILER 21 2003 109FS16214U022270 92632EX Standard Staffing: 0	\$50.00 /Day	-	\$25.00	-	\$50.00	0/0	03/18/2022
UTV with Pump/Tank min 50 Gal Tank	Side-by-Side w/ pump skid unit	BC-722 2019 Can Am Defender 3JBKAP48KK001437 1002 Standard Staffing: 2 Features: 4X4, Foam	\$75.00 /Hour	\$65.00 /Hour	\$25.00	-	-	0/2	03/18/2022
UTV with Pump/Tank min 50 Gal Tank	Side-by-Side w/ pump skid unit	Back Country-721 2013 Polaris Ranger 4XAUH88A8B144581 2380EX Standard Staffing: 2 Features: 4X4, Foam	\$75.00 /Hour	\$65.00 /Hour	\$25.00	-	-	0/2	03/18/2022
UTV with Pump/Tank min 50 Gal Tank	Side-by-Side w/ pump skid unit	Back Country-723 2005 Polaris 4XARD68A35D737471 001 Standard Staffing: 2	\$75.00 /Hour	\$65.00 /Hour	\$25.00	-	-	0/2	03/18/2022
Vehicle	Command	Rescue-24 B 1999 Chevrolet Suburban 1GFNK16R7XJ567138 517984EX Standard Staffing: 0	-	-	\$25.00	\$0.55 /mi	\$0.00	0/0	03/18/2022
Vehicle	Command	SQUAD SQ-22 2003 Ford Explorer 1FMZU72K43ZA97282 210602EX Standard Staffing: 0	-	-	\$25.00	\$0.55 /mi	\$0.00	0/0	03/18/2022

Kind	Type	Description	Rate	Dev Rate	Rate per Staff	Rate per Mile	Max Daily Rate	Staffing (min/max)	Inspection Exp Date
		Staffing: 1							
Water Tender - Non-Tactical	T2	WT-221 NON TACTICAL 2003 Freightliner 1FVCYDC24HN08379 NO PROV Standard Staffing: 1	\$129.00 /Hour	-	\$25.00	-	\$0.00	1/1	03/18/2022
Water Tender - Non-Tactical	T2	WT-221-B NON TACTICAL 1971 Kaiser 04B30970 Standard Staffing: 1	\$129.00 /Hour	-	\$25.00	-	\$0.00	1/1	03/18/2022
Water Tender - Non-Tactical	T2	WT-222 NON TACTICAL 1978 Ford F-9000 Y90VVC0690 07748EX Standard Staffing: 1 FEPP Tag #: 1 Features: 3000 gal	\$93.64 /Hour		\$25.00	-	\$0.00	1/1	03/18/2022
Water Tender - Non-Tactical	T2	WT-222-B NON TACTICAL 1984 AM General NLOFS6C52501874 Standard Staffing: 1 FEPP Tag #: 1	\$93.64 /Hour		\$25.00	-	\$0.00	1/1	03/18/2022
Water Tender - Non-Tactical	T2	WT-223-B NON TACTICAL 1987 AM General 87K103C52309862 F223451 Standard Staffing: 1 FEPP Tag #: 1	\$93.64 /Hour		\$25.00	-	\$0.00	1/1	03/18/2022
Water Tender - Non-Tactical	T2	WT-224-B NON TACTICAL 1990 Kaiser 0825-18347 Standard Staffing: 1 FEPP Tag #: 1	\$93.64 /Hour		\$25.00	-	\$0.00	1/1	03/18/2022
Water Tender - Tactical	T2	TWT-221-B 1971 Kaiser 04B30970 Standard Staffing: 2	\$168.00 /Hour	\$127.00 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Water Tender - Tactical	T2	TWT-222-B TACTICAL 1994 AM General NLOFS6C52501874 Standard Staffing: 2 FEPP Tag #: 2	\$127.88 /Hour	\$100.82 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Water Tender - Tactical	T2	TWT-223-B Tactical 1987 AM General 87K103C52309862 F22345 Standard Staffing: 2 FEPP Tag #: 2	\$127.88 /Hour	\$100.82 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022
Water Tender - Tactical	T2	WT-224-B TACTICAL 1990 Kaiser 0825-18347 Standard Staffing: 2 FEPP Tag #: 2	\$127.88 /Hour	\$100.82 /Hour	\$25.00	-	\$0.00	2/2	03/18/2022

### Special Provisions

Cooperator will adhere to terms set forth on the General Provisions form FM100(a) and as listed.

No special provisions

### Approved By

Cooperators create a user account, agreeing to program terms and conditions. Cooperators select equipment and positions to complete the form. Review and approval by the State is indicated by the signature.



Mike Eriksson on 04/29/2019

# Apparatus Equipment & Service, Inc.

1103 South 700 West  
 Salt Lake City, UT 84104  
 U.S.

Voice: 801-886-0600  
 Fax: 801-886-0615  
 https://



# INVOICE

Invoice Number: 21-IV-4835  
 Invoice Date: Feb 9, 2021  
 Page: 1

Duplicate

Bill To:
North Summit Fire District PO Box 187 Coalville, UT 84017

Ship to:
North Summit Fire District PO Box 187 Coalville, UT 84017
435-640-3021

Customer ID	Customer PO	Payment Terms	
110 North Summit Fire Di		Net 1st of Next Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	None		3/1/21

Quantity	Item	Description	Unit Price	Amount
6.00	AES:AL-ELECTRIAL S	1995 Spartan VIN# 4S7AT9D01SCO17304 Unit# E-21 Miles: 57,343 Hrs: 602 Abs light on - Bad sensor	99.00	594.00
1.00	AES:AZ-SERVICE NO	After checking into ABS light we found that we had 2 wheel sensors that were bad. Once we figure out witch one they were we removed the 2 rear sensors and		
1.00		replace them with new one and adjusted both. We will test the system when get back on the ground.		
5.00	AES:AL-APPARAT BO	Cab raise doesn't work	99.00	495.00
1.00	AES:AZ-SERVICE NO	Stared with trying to lift cab with no luck. After going over the wiring at the motor for cab lift I notice that some of the wiring was bad and burned.		
1.00		Pulled electrical tape back and found several wire broken and burned with no coating left on wiring. Removed wiring and replace it with new.		
1.00		After fixing wiring we tested system now it works great.		
7.00	AES:AL-STEERING	Ripped boots on steering cross bar	99.00	693.00
1.00	AES:AZ-SERVICE NO	Went under the truck and got measurements for new tire rod ends		

Notes	Subtotal	Continued
	Sales Tax	Continued
	Total Invoice Amount	Continued
	Payment/Credit Applied	
	<b>TOTAL</b>	<b>Continued</b>

Check/Credit Memo No:

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# Apparatus Equipment & Service, Inc.

1103 South 700 West  
Salt Lake City, UT 84104  
US



# INVOICE

Invoice Number: 21-IV-4835  
Invoice Date: Feb 9, 2021  
Page: 2

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Fax: 801-886-0615

Ch

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435-640-3021

Customer ID	Customer PO	Payment Terms	
North Summit Fire Di		Net 1st of Next Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	None		3/1/21

Quantity	Item	Description	Unit Price	Amount
1.00		because the boots were torn. Brought torch over to drag tube. Heated up the end of one of the rod rods and quenched with penetrating oil got about 4 1/4 turns and tie rod seized tried going back and forth to get it loose. Was unable to Get the ends out of the tube. Bob started to see if we can get the tube and ends matched .		
1.00		New tie rod assembly arrived took measurements of old tube and compared tie rod end measurements with old vs new parts.		
1.00		Installed new drag link. Made adjustments and sent for alignment. Drives good now.		
9.00	AES:AL-AIR	Air dryer Service	99.00	891.00
1.00	AES:AZ-SERVICE NO	Fired the truck up and looked for the air leak behind the pump panel. Once I found the leak I removed the air block.		
1.00		Removed the lines going to the air drier. Removed the air drier from the truck. I had to fight the mounting bolts on it because of corrosion.		
1.00		Cleaned the inside of the air drier. Put the oring and the filter back inside the housing. Replaced the purge valve and torqued it to 150 inch pounds. Spun the		
1.00		filter on. Put the bracket back onto the truck. Bolted the housing and the filter onto the bracket. Connected the hoses and electrical		

Notes	Subtotal	Continued
	Sales Tax	Continued
	Total Invoice Amount	Continued
	Payment/Credit Applied	
	<b>TOTAL</b>	<b>Continued</b>

Check/Credit Memo No:

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# Apparatus Equipment & Service, Inc.

1103 South 700 West  
Salt Lake City, UT 84104



# INVOICE

Invoice Number: 21-IV-4835

Invoice Date: Feb 9, 2021

Page: 3

Duplicate

Voice: 801-886-0600

Fax: 801-886-0615

### Bill To:

North Summit Fire District  
PO Box 187  
Coalville, UT 84017

### Ship to:

North Summit Fire District  
PO Box 187  
Coalville, UT 84017

435-640-3021

Customer ID	Customer PO	Payment Terms	
North Summit Fire Di		Net 1st of Next Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
US	None		3/1/21

Quantity	Item	Description	Unit Price	Amount
1.00		back onto the housing. Lifted the truck so I could match up where the new tank will fit. Marked the holes on the new tank. Put in air 5-way valve for right 6 inch suction into pump		
1.00		panel and hooked it all up. Tested, works good.		
9.00	AES:AL-BRAKES	REPAIR OF BRAKE SYSTEM	99.00	891.00
1.00		Replaced slack adjusters and did rear brake adjustment. Got the wheel speed sensors secured. Began adjustment of brakes couldn't get them right. After		
1.00		pressuring air brakes from air hose kept getting different adjustments, got Rod to help out and after adjusting again started truck filled both tanks and re-		
1.00		engaged brakes and was finally getting proper throw on the air can and return. Made another adjustment after engaging and disengaging a few times, LR air is		
1.00		still hanging up some. Mounted tires Took a drive in the yard then readjusted. Reinstalled debris covers to drums, adjusted brakes one last time and started		
1.00		truck and cycled brakes several times. tested, working good.		
9.00	AES:AL-PUMP PLUME	DIAGNOSTIC AND REPAIR OF APPARATUS PLUMBING	99.00	891.00
1.00		Found the open close air switch is bypassing possibly through the		

### Notes

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
<b>TOTAL</b>	<b>Continued</b>

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US  
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Voice: 801-886-0600  
Fax: 801-886-0615



# INVOICE

Invoice Number: 21-IV-4835  
Invoice Date: Feb 9, 2021  
Page: 4

Duplicate

Bill To:
North Summit Fire District PO Box 187 Coalville, UT 84017

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Customer ID	Customer PO	Payment Terms	
North Summit Fire Di		Net 1st of Next Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	None		3/1/21

Quantity	Item	Description	Unit Price	Amount
1.00		actuator cylinder on the right side inlet valve. Will need to remove the actuator and retest		
1.00		to diagnose problem of the ram being bad or if the valve inside the pipe is rusted shut. Diagnose air valve for 6" intake found actuator is bypassing inside the		
1.00		the cylinder. Disconnected air lines from ram and cycled ram to make sure valve and ram weren't seized, they are moving. When connected to switch found that ram		
1.00		is bypassing and continuing to vent out switch and not completing open or close function. Removed actuator, installed new actuator, tested. working good.		
1.00	AES:AL-PM	Needs to be greased	99.00	99.00
1.00		Greased truck over all. Good to go.		
1.00	AES:EP-0200-116	(DQ6026) KIT-AIR DRYER	253.86	253.86
1.00	AES:EP-0100-112	(R803055) SLK ADJ-L	133.31	133.31
1.00	AES:EP-0100-112	(R803054) SLK ADJ-R	133.31	133.31
2.00	GPT:B-R955342	1B1-ABS SENSOR KIT	225.00	450.00
1.00	AES:FRT-INVOICE/////	BILLING FOR FREIGHT CHARGES	245.26	245.26
1.00	AES:EP-1000-148	(0876-DD1-801016) TIE ROD ASSEMBLY	2,307.72	2,307.72
1.00	AES:ESB-REPAIRS	FRONT END ALIGNMENT	516.39	516.39
1.00	AES:EP-0175-115	(BIMBA 9-1011425) AIR CYLINDER	262.50	262.50

Notes

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
<b>TOTAL</b>	<b>Continued</b>

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Customer ID	Customer PO	Payment Terms	
North Summit Fire Di		Net 1st of Next Month	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	None		3/1/21

Quantity	Item	Description	Unit Price	Amount
1.00	PLB:FIT-005	SPECIAL HOSE FITTING	7.50	7.50
2.00	HDW:FAS01	SPECIALIZED NUT(S) AND OR BOLT(S)	5.00	10.00
1.00	AES:EP-0035-107	(MJVTV-5) VALVE	101.94	101.94

Notes	Subtotal	8,975.79
	Sales Tax	
	Total Invoice Amount	8,975.79
	Payment/Credit Applied	
	<b>TOTAL</b>	<b>8,975.79</b>

Check/Credit Memo No:

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North Summit Fire District Fire Board Meeting Minutes  
Thursday October 10th, 2019 7pm  
Coalville Fire Station  
86 E. Center Street Coalville, UT 84017

Roll Call: John Meek, Arlin Judd, Michelle Adkins. Battalion Chief Brandt Judd, Captain Mark Robertson.  
Attended by: Michelle Andersen, Alan Powell. Excused Chief Ken Smith, Dick Butler, and Melvin Richins

Training: The board tabled training until next month.

Minutes of the September 12<sup>th</sup>, 2019 meeting. No changes were needed. John Meek made a motion to accept the minutes of the September meeting. 2<sup>nd</sup> by Michelle. Motion Passed

Preliminary hearing for the 2020 Budget: The board discussed charges for services, interest income, and the sale of assets. The board noted the increase in the amount of money coming from the taxes. The board asked if the increase in the salaries and benefits is including the new chief's wages. Mark stated that the Chiefs wages are included in the budget. John Meek asked if a full time chief will cost more than what is budgeted. Mark stated he does not think it will be more. The Board discussed the capital projects and the Tollgate station. John asked about equipment sales.

Operations report: Brandt Judd told the board they had 37 runs, 3 were small brush fires. Brandt said the new water tender is in service it still needs decals and emergency lights. He stated they are starting a Hazmat ops class. The board discussed selling the Ford water tender. Brandt said he would list it. Alan Powell told the board the Judgment came through and we can now buy the land from the Pine Meadows Ranch HOA. Then the Pine meadows ranch will buy the other building off of North Summit Fire district. Alan Stated it will cost \$15,000.00 and we would have to pay the water company connection fee on top of that cost. John made a motion to pay the Pine Meadows Ranch HOA \$15,000.00 for the land. 2<sup>nd</sup> by Michelle. Motion Passed. Alan said the next step will be plans and bids to build the station.

Financial Report: Mark Robertson stated they fixed a wildland tender from Henefer it had alternator problems. Arlin asked about the Polaris Ranger. Mark said the rear end needed repair. John asked about the purchase of the regulators. Mark stated they bought a cell booster for station 23 to help get better cell phone coverage. Michelle made a motion to accept the financial report. 2<sup>nd</sup> by John. Motion Passed

Other Business: John asked about the hiring committee and the new chief position. He asked if we need a full or part time chief. The board discussed the ongoing process of hiring a new chief. The board then discussed the consolidation of the ambulance and the fire service. Arlin stated that they have had meetings with the County Council, they are still working on numbers and if it is feasible.

John says all concerns need to be addressed and the numbers are a little short to cover all the costs of consolidating. John stated the board should put in a contingency plan for hiring a new chief.

John made a motion to adjourn at 8:05pm. 2<sup>nd</sup> by Michelle. Motion passed

## Fire District Administration Staff

- Ian Nelson – Chief
- Brant Judd – Assistant Chief
- Mark Robertson – Fire Inspector & Financial Officer
- JT Adkins – Training Officer
- Captain Marvin Sorensen – Coalville Station (#21)
- Captain Cody Sorensen – Henefer Station (#22)
- Captain Mark Robertsen – Wanship Station (#23)

## Board Members

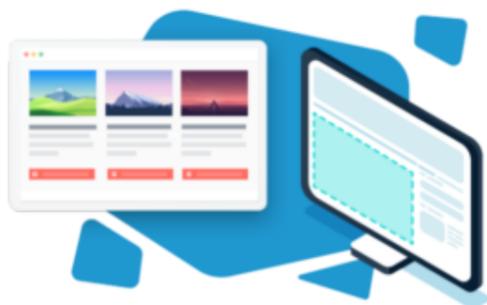
- John Meek – Chair
- Michelle Anderson – Vice Chair
- Melanie Bosworth – Treasurer
- Matthew Shill – Henefer Town Representative
- Don Winters – Coalville Town Representative

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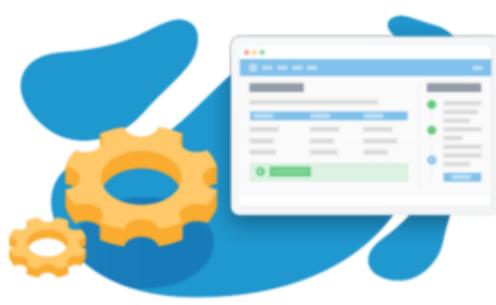
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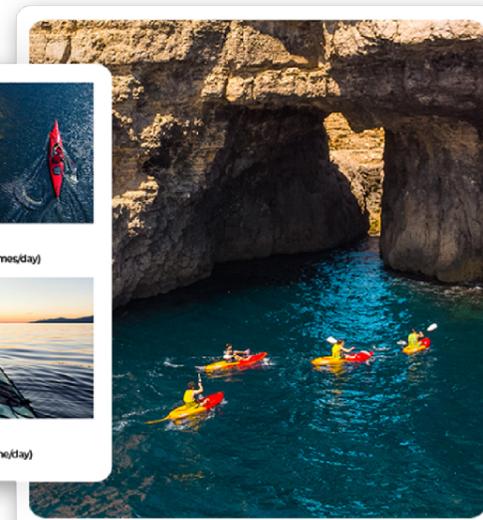
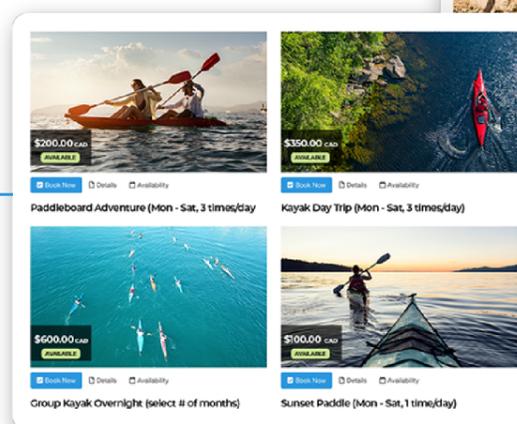


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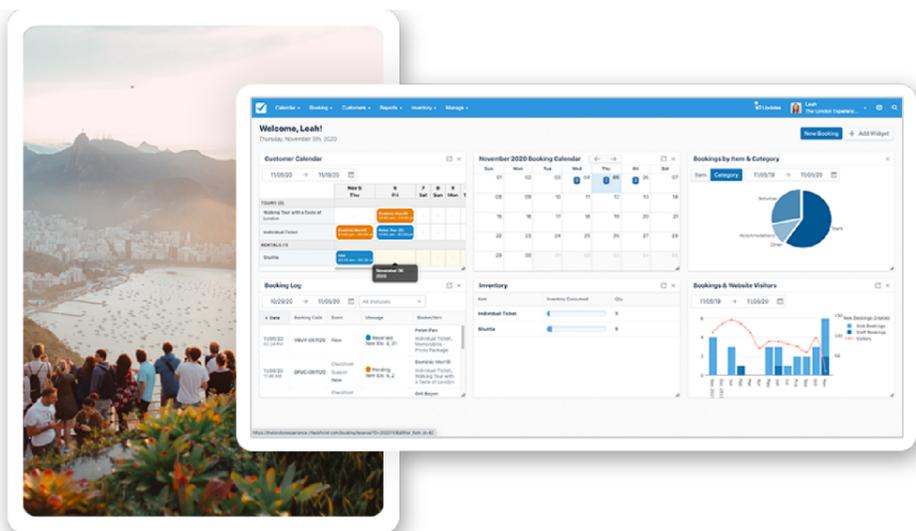
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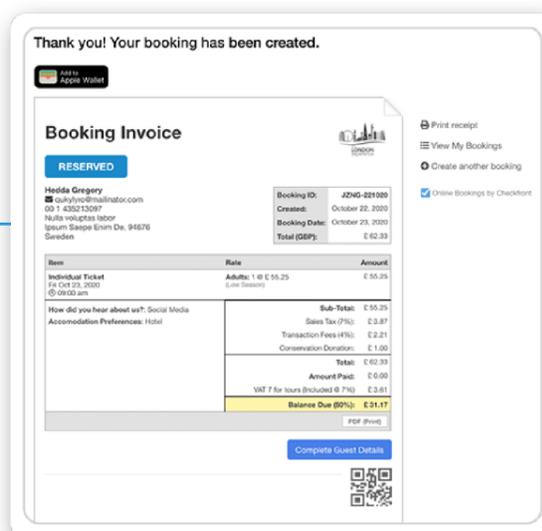
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Business Development Manager

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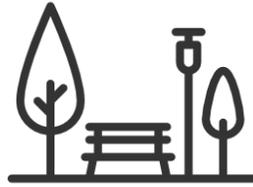
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**Reporting**



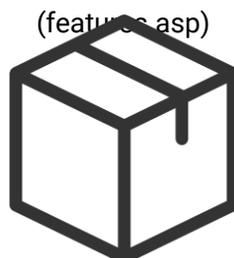
**Admittance Control**



**Attendance Tracking**

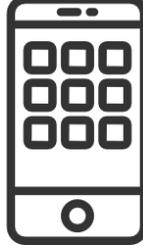


**Point of Sale**



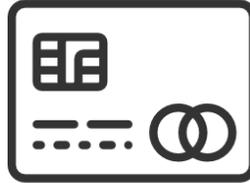
**Inventory Control**

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(features.asp)



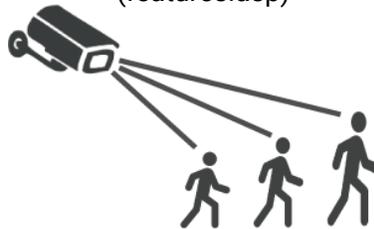
### Patron Communication

(features.asp)



### Payment Processing

(features.asp)



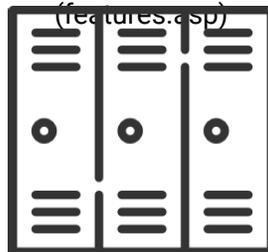
### Occupancy Control

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### Golf Management

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**Derek Shroeder**

Twinsburg, OH

Parks and Recreation Director

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**Vin Ouellette**

Haverhill, MA

Recreation Department Director

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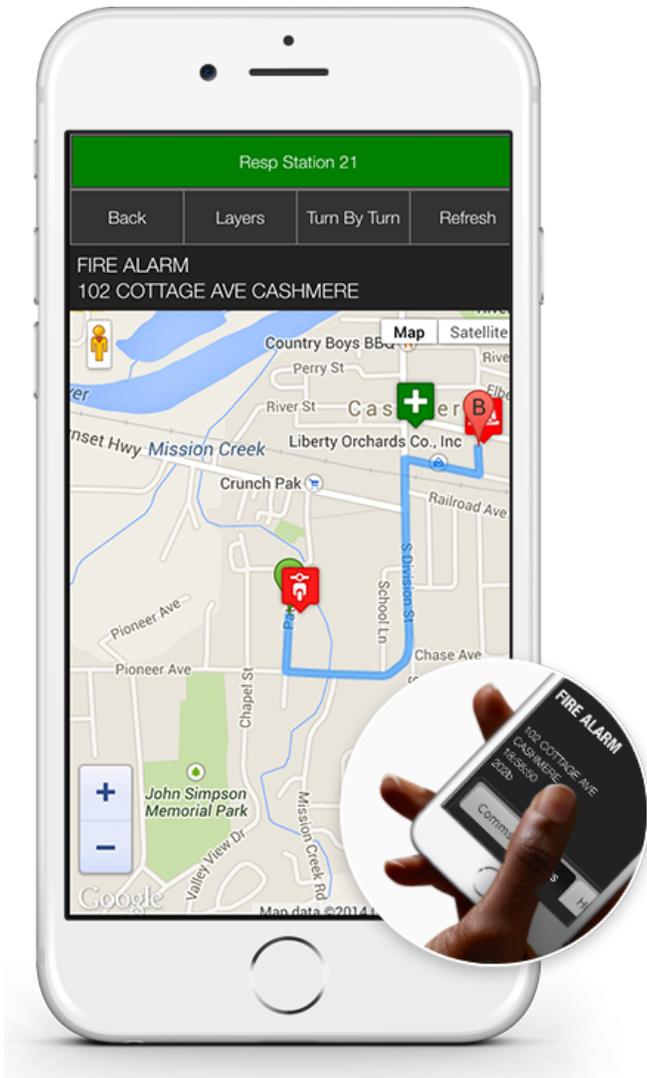
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Meet your new digital team mates

## Our suite of products



iSpyFire

**Our product headliner, live streaming CAD information directly to your web browser and mobile device**



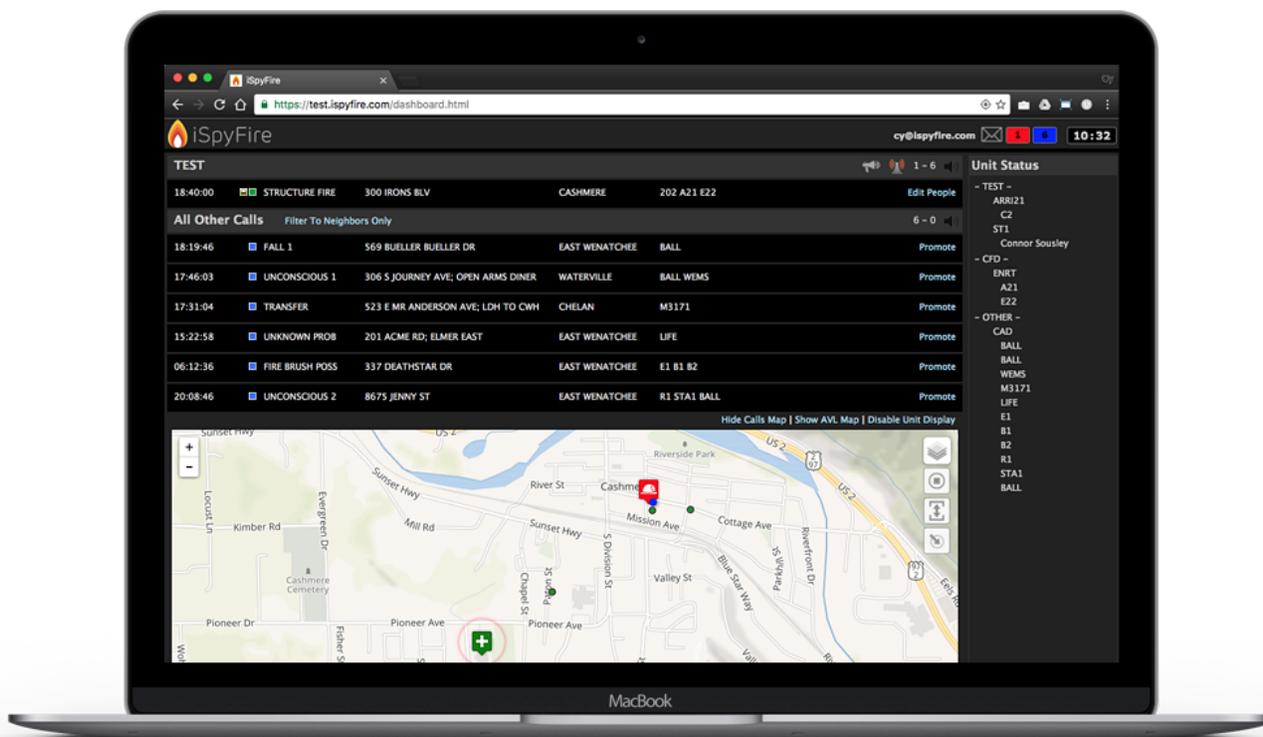
Dispatch Centers

Free access to our main iSpyFire product, forever!  
Other dispatch products



Alexa

Physical call alerting with Amazon Alexa at the station or at home (lighting, sounds, doors, etc.)



Flexible technology

# Mobile and web based CAD integration



All Inclusive

Your entire dispatch center, not just your agency



Offline Mode

Gain access to your database, call history, and more in offline mode



In-App Messaging

Messaging and announcements with a super simple interface



Live Updates



Responder Tracking



Incident History By Address

Streaming live call updates pushed at lighting speed



**Incident Reporting Interface**

Have your reports in ERS and ESO started for you

Keep track of your responders in real time while responding



**New Tools/Updates Often**

New features are constantly being added and fine tuned

See valuable past details and notes by specific locations



**Overtime And Coverage Callbacks**

Manage and initiate standing and expiring overtime lists

**Latest and greatest**

Keep in tune with our latest updates, projects and news

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This week's episode of GWATA TV

We're featured on this week's episode of GWATA TV broadcasted on the NCWLIFE channel!

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2018 innovative tech business of the year

We couldn't be more excited! iSpyFire won GWATA's Innovative Tech Business of the Year award. Thanks everyone for your support!

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The unsung hero of our application. With features like layer importing, call routing and nearest hydrants for fire calls you'll always know where you're headed.

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Ready to get started? Let's Go!

Cost is based on call volume and is paid as an annual subscription, there are no per device or user fees. We also don't charge for our dispatch interface and dispatch centers get free access!

**2000 calls** or less annually is only **\$500 a year** for your entire agency.

New agencies start off with a free 45 day trial of the system, **no limitations** and no strings attached. To get the process started either give us a call at **844-481-0915** and we will get you up and running.

Contact Us

[support@ispyfire.com](mailto:support@ispyfire.com)

102 Woodring Street  
PO Box 206, Cashmere, WA

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COVID-19: Operations Reference Information

# A Comprehensive Solution

Our approach is a complete solution of connected data. It's not just about reporting fire incidents, but also keeping up with the operations of your department. This flexible approach has been adopted by rural fire protection districts, large metropolitan fire departments and statewide reporting the states fire marshal.

## CONNECTED FOR SIMPLICITY

1

### ONE-STOP SHOP

Because ImageTrend has connected EMS solutions, fire departments with medics can also document their patient care using our software. A complete solution from ImageTrend means simplified training, logins and ongoing management of your software deployment.



REQUEST A DEMO

“ImageTrend is a one-stop shop for a busy fire department. With ImageTrend, we can manage ePCRs, NFIRS, staffing, apparatus and equipment tracking with a single login.”

*Matt Birch, Firefighter/Paramedic  
West Jordan Fire Department*



### COVID-19: Operations Reference Information



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## COVID-19: Operations Reference Information



## Elite Field

### Prepared For

North Summit Fire District  
Ian Nelson  
2000 Hoytsville Rd  
, Utah 84017

### Prepared By

Jason Bonham  
Jan 08, 2021

**IMAGETREND®**

**Prepared For**

Ian Nelson  
 North Summit Fire District  
 2000 Hoytsville Rd  
 , Utah 84017  
 (801) 837-3520  
 inelson.nsf21@gmail.com

**Bill To**

Ian Nelson  
 North Summit Fire District  
 2000 Hoytsville Rd  
 , Utah 84017  
 (801) 837-3520  
 inelson.nsf21@gmail.com

Salesperson	Quote Number	Date
Jason Bonham, Account Executive, 952-469-6174	QUO-08856-L3B6C	Jan 08, 2021

Description	Qty	Frequency	Unit Price	Total
<b>Recurring Fees</b>				
Elite™ Field Add-On Option	1	Recurring	\$1,875.00	\$1,875.00
<b>TOTAL Year 1</b>				<b>\$1,875.00</b>
<b>*Annual Fees after Year 1</b>				<b>\$1,875.00</b>

**Prepared By: Jason Bonham**

**Terms of Agreement:** The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on up to 500 annual incidents as provided by Client.  
 \*IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
- This proposal is valid for 90 days.
- This quote reflects ImageTrend's standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend's advanced CJIS compliant offerings are available upon request.
- The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof.

**IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable**

**DISCLAIMER: This quote creates no legal obligations.** This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.



# NSFD Expenditures

\* Required



Date \*

Date

mm/dd/yyyy

Vendor \*

Your answer

Item/Services Purchased \*

Your answer



Amount of Purchase \$ \*

Your answer

Submit

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## NORTH SUMMIT FIRE DISTRICT COMMERCIAL/PURCHASING CARD EMPLOYEE AGREEMENT

The North Summit Fire District Commercial/Purchasing Card issued to you represents the trust the North Summit Fire District places in you as an employee. You are empowered as a responsible agent to safeguard District assets and to **wisely** spend taxpayer funds. Your signature below is verification that you have read, understand, accept, and agree to comply with this Employee Commercial/Purchasing agreement along with Summit County's policy on the use of your Commercial/Purchasing card.

North Summit Fire District Commercial/Purchasing Card Number: \_\_\_\_\_

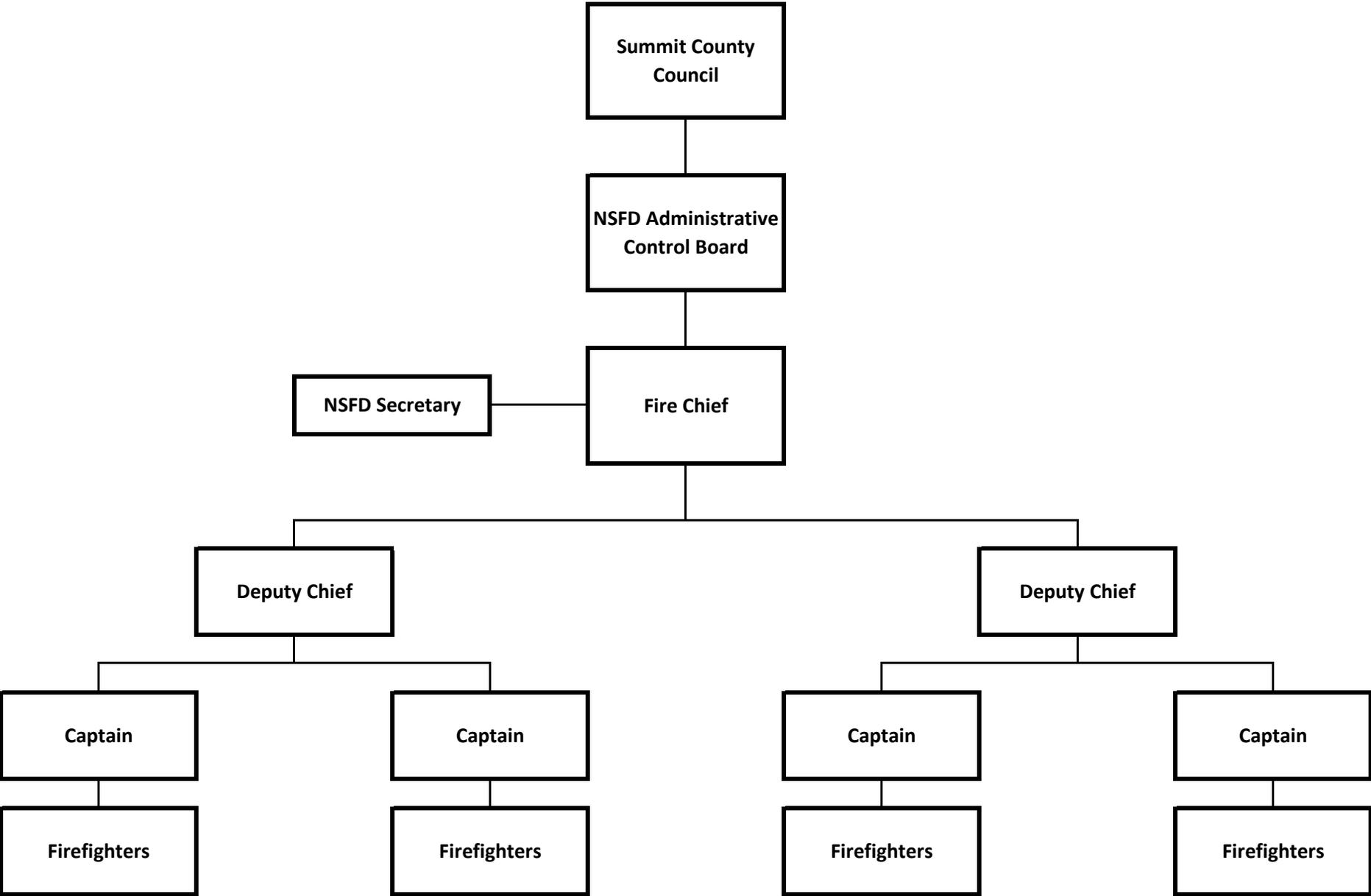
1. I understand that the Card being issued to me is for District approved purchases only, and I agree to not use it for personal expenses.
2. I understand I will be making purchases on behalf of the North Summit Fire District and will obtain fair and reasonable prices.
3. Improper use of this Card is considered a misappropriation of Districts funds that may result in possible disciplinary action up to and including termination of employment and the taking of legal action against me to recoup the misappropriation.
4. If my card is lost or stolen, I will immediately notify the Fire Chief by telephone. I will follow-up the telephone call with an email or facsimile notification to the Fire Chief.
5. I agree to surrender the Card to my supervisor immediately upon termination of employment or upon request.
6. The Commercial/Purchasing card has been issued in my name. I accept that I am responsible for any transactions to this card.
7. All purchases are billed directly to North Summit Fire District and are paid for with District funds. In the case of improper use of the card, payments will be made directly to North Summit Fire District. I acknowledge and accept that the Card service company cannot accept monies from any other entity other than North Summit Fire District. I understand and agree to fully comply with current and future internal control procedures and audits.
8. **I agree to complete the NSFD Expenditure form online and submit all receipts received for purchases made with the Card. If a receipt and/or satisfactory explanation for the purchase(s) is/are not received, the purchase(s) may be considered a misappropriation of District Funds.**
9. I understand that a Commercial/Purchasing Card is not provided to all employees. My assignment of a card is based upon my job functions within the District as well as trustworthiness. I acknowledge that my Card may be revoked at any time and for any reason.
10. **I agree to not link my Purchasing Card to any electronic payment services such as Venmo, PayPal, Apple Pay or similar method.**
11. **I agree to not store my Purchasing Card number on any personal electronic device.**

\_\_\_\_\_  
Employee Signature / Date

\_\_\_\_\_  
Fire Chief Signature / Date

# North Summit Fire District

## Organizational Chart / Chain of Command



North Summit Fire District  
Rules, Policies and Procedures

NSFD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.01 Apprentice Firefighter/EMR
---	-------------------------------	--

**I. JOB SUMMARY**

Under the supervision of a Fire District Officer, and in compliance with Utah Law and Fire District Policies and Procedures, this FLSA non-exempt position protects life and property by performing firefighting, emergency medical care at the Emergency Medical Responder (EMR) level, and fire prevention duties. Maintains fire equipment, apparatus, and facilities.

**II. TOOLS AND EQUIPMENT USED**

Emergency medical care equipment, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, power equipment, small hand tools, ladders, radio, personal computer, phone.

**III. PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; run; jump; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb; balance; stoop, kneel, crouch, or crawl; talk and hear; and taste or smell.

Apprentice Firefighter/EMRs must frequently lift and/or move up to 50 pounds and occasionally lift and/or move 185 or more pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**IV. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee frequently works in outside weather conditions.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration, heat, and sub-zero temperatures.

The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

North Summit Fire District  
Rules, Policies and Procedures

NSFD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.01 Apprentice Firefighter/EMR
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**V. ESSENTIAL DUTIES, FUNCTIONS AND RESPONSIBILITIES**

- This is an apprentice position and as such will NOT operate in an IDLH environment. All operations performed in this position will be under the supervision of a senior firefighter or officer.
- Performs exterior firefighting activities including operating pumps and related equipment, laying hose, and performing fire combat, containment, and extinguishment tasks.
- Responds to medical emergency calls with companies, examines patients on an emergency scene and provides emergency medical care at the Emergency Medical Responder (EMR) level.
- Participates in fire drills, attends classes in firefighting, emergency medical, hazardous materials, and related subjects.
- Participates in the preplan and inspection of buildings, the inspection of hydrants, and other fire suppression systems as required.
- Maintains firefighting equipment, apparatus, and facilities. Performs minor repairs to district equipment.
- Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains and tests apparatus and equipment.
- Presents programs to the community on safety, medical, and fire prevention topics.
- Performs salvage operations such as throwing salvage covers, water evacuation and debris removal.
- Participates in physical fitness activities to maintain the capacity for sustained physical exertion.
- Performs other job-related duties as required by the NSFD administration.

**VI. MINIMUM QUALIFICATIONS**

- High school diploma or GED equivalent.
- Must be (18) eighteen years of age or older.
- Must have American Heart Association CPR, AED, and First Aid certifications.
- Must obtain Utah Firefighter Level I Certification within 1 year of hire. Time frame may be extended due to availability of classes from the Utah Fire Rescue Academy.
- Must obtain NREMT Emergency Medical Responder certification within one year of hire. Time frame may be extended due to availability of classes.
- Must be a citizen of the United States of America at the time of application or provide proof of appropriate work permit.
- Must have the ability to learn the operation of fire suppression and other emergency equipment.
- Must have the ability to learn to apply standard firefighting, basic life support, and fire

North Summit Fire District  
Rules, Policies and Procedures

NSFD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.01 Apprentice Firefighter/EMR
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prevention techniques.

- Must be able to perform strenuously or to peak physical effort during emergencies, training, or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.
- Must be able to read and write the English language. Must have the ability to follow verbal and written instructions, and the ability to communicate effectively orally and in writing.
- Must possess or be able to obtain by time of employment a valid Utah Driver's License.
- Must have a stable driving history without record of suspension or revocation in any State.
- No felony convictions or disqualifying criminal history within the past seven years. Must be of good moral character and of temperate and industrious habits.

**This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.**

North Summit Fire District  
Rules, Policies and Procedures

NSFD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.01 Firefighter/EMR
---	-------------------------------	---------------------------------

**I. JOB SUMMARY**

Under the supervision of a Fire District Officer, and in compliance with Utah Law and Fire District Policies and Procedures, this FLSA non-exempt position protects life and property by performing firefighting, emergency medical care at the Emergency Medical Responder (EMR) level, and fire prevention duties. Maintains fire equipment, apparatus, and facilities.

**II. TOOLS AND EQUIPMENT USED**

Emergency medical care equipment, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, power equipment, small hand tools, ladders, radio, personal computer, phone.

**III. PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; run; jump; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb; balance; stoop, kneel, crouch, or crawl; talk and hear; and taste or smell.

Firefighter/EMRs must frequently lift and/or move up to 50 pounds and occasionally lift and/or move 185 or more pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**IV. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee frequently works in outside weather conditions.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration, heat, and sub-zero temperatures.

The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

North Summit Fire District  
Rules, Policies and Procedures

NSFD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.01 Firefighter/EMR
---	-------------------------------	---------------------------------

**V. ESSENTIAL DUTIES, FUNCTIONS AND RESPONSIBILITIES**

- Assists in the coordination, instruction, and/or supervision of Apprentice Firefighter/EMRs as assigned.
- Performs firefighting activities including operating pumps and related equipment, laying hose, and performing fire combat, containment, and extinguishment tasks.
- Responds to medical emergency calls with companies, examines patients on an emergency scene and initiates emergency medical care at the Emergency Medical Responder (EMR) level.
- Participates in fire drills, attends classes in firefighting, emergency medical, hazardous materials, and related subjects.
- Participates in the preplan and inspection of buildings, the inspection of hydrants, and other fire suppression systems as required.
- Maintains firefighting equipment, apparatus, and facilities. Performs minor repairs to district equipment.
- Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains and tests apparatus and equipment.
- Presents programs to the community on safety, medical, and fire prevention topics.
- Performs salvage operations such as throwing salvage covers, water evacuation and debris removal.
- Participates in physical fitness activities to maintain the capacity for sustained physical exertion.
- Performs other job-related duties as required by the NSFD administration.

**VI. MINIMUM QUALIFICATIONS**

- High school diploma or GED equivalent.
- Must be (18) eighteen years of age or older.
- Must have Utah Firefighter Level I Certification.
- Must have American Heart Association BLS for Healthcare Provider certification.
- Must be NREMT Emergency Medical Responder certification or higher.
- Must be a citizen of the United States of America at the time of application or provide proof of appropriate work permit.
- Must have the ability to learn the operation of fire suppression and other emergency equipment. Must have the ability to learn to apply standard firefighting, basic and advanced life support, and fire prevention techniques.
- Must be able to perform strenuously or to peak physical effort during emergencies, training, or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.

North Summit Fire District  
Rules, Policies and Procedures

NSFD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.01 Firefighter/EMR
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- Must be able to read and write the English language. Must have the ability to follow verbal and written instructions, and the ability to communicate effectively orally and in writing.
- Must possess or be able to obtain by time of employment a valid Utah Driver's License.
- Must have a stable driving history without record of suspension or revocation in any State.
- No felony convictions or disqualifying criminal history within the past seven years. Must be of good moral character and of temperate and industrious habits.

**This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.**

North Summit Fire District  
Rules, Policies and Procedures

NSFD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.01 Senior Firefighter/EMR
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**I. JOB SUMMARY**

Under the supervision of a Fire District Officer, and in compliance with Utah Law and Fire District Policies and Procedures, this FLSA non-exempt position protects life and property by performing firefighting, emergency medical care at the Emergency Medical Responder (EMR) level, and fire prevention duties. Maintains fire equipment, apparatus, and facilities.

**II. TOOLS AND EQUIPMENT USED**

Emergency medical care equipment, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, power equipment, small hand tools, ladders, radio, personal computer, phone.

**III. PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; run; jump; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb; balance; stoop, kneel, crouch, or crawl; talk and hear; and taste or smell.

Firefighter/EMRs must frequently lift and/or move up to 50 pounds and occasionally lift and/or move 185 or more pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**IV. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee frequently works in outside weather conditions.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration, heat, and sub-zero temperatures.

The noise level in the work environment is usually moderate, except during certain firefighting or EMS activities when noise levels may be loud.

North Summit Fire District  
Rules, Policies and Procedures

NSFD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.01 Senior Firefighter/EMR
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**V. ESSENTIAL DUTIES, FUNCTIONS AND RESPONSIBILITIES**

- Assists in the coordination, instruction, and/or supervision of Apprentice Firefighter/EMRs as assigned.
- Performs firefighting activities including operating pumps and related equipment, laying hose, and performing fire combat, containment, and extinguishment tasks.
- Responds to medical emergency calls with companies, examines patients on an emergency scene and initiates emergency medical care at the Emergency Medical Responder (EMR) level.
- Participates in fire drills, attends classes in firefighting, emergency medical, hazardous materials, and related subjects.
- Participates in the preplan and inspection of buildings, the inspection of hydrants, and other fire suppression systems as required.
- Maintains firefighting equipment, apparatus, and facilities. Performs minor repairs to district equipment.
- Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains and tests apparatus and equipment.
- Presents programs to the community on safety, medical, and fire prevention topics.
- Performs salvage operations such as throwing salvage covers, water evacuation and debris removal.
- Participates in physical fitness activities to maintain the capacity for sustained physical exertion.
- Performs other job-related duties as required by the NSFD administration.

**VI. MINIMUM QUALIFICATIONS**

- High school diploma or GED equivalent.
- Must be (18) eighteen years of age or older.
- Must have 3 years at North Summit Fire District. May be waved at Fire Chief's discretion due to outside experience.
- Must have Utah Firefighter Level II Certification.
- Must have American Heart Association BLS for Healthcare Provider certification.
- Must be NREMT Emergency Medical Responder certification or higher.
- Must be a citizen of the United States of America at the time of application or provide proof of appropriate work permit.
- Must have the ability to learn the operation of fire suppression and other emergency equipment. Must have the ability to learn to apply standard firefighting, basic and advanced life support, and fire prevention techniques.
- Must be able to perform strenuously or to peak physical effort during emergencies, training,

North Summit Fire District  
Rules, Policies and Procedures

NSFD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.01 Senior Firefighter/EMR
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or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold or smoke.

- Must be able to read and write the English language. Must have the ability to follow verbal and written instructions, and the ability to communicate effectively orally and in writing.
- Must possess or be able to obtain by time of employment a valid Utah Driver's License.
- Must have a stable driving history without record of suspension or revocation in any State.
- No felony convictions or disqualifying criminal history within the past seven years. Must be of good moral character and of temperate and industrious habits.

**This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.**

Park City Fire Service District  
Rules, Policies and Procedures

PCFSD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.02 Firefighter/Engineer
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**I. JOB SUMMARY**

Under the supervision of a Fire District Officer, and in compliance with Utah Law and Fire District Policies and Procedures, this position protects life and property by performing firefighting, basic and intermediate life support, and fire prevention duties. Along with the regular duties of a Firefighter the Firefighter/Engineer drives, maintains and operates fire apparatus, fire pumps, and other power equipment.

**II. TOOLS AND EQUIPMENT USED**

Emergency medical care equipment, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, power equipment, small hand tools, ladders, radio, pager, personal computer, phone.

**III. PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; run; jump; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb; balance; stoop, kneel, crouch, or crawl; talk and hear; and taste or smell.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move 175 or more pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**IV. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee regularly works in outside weather conditions.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration, heat and sub-zero temperatures.

The noise level in the work environment is usually moderate, except during certain firefighting operations when fire apparatus noise levels may be high. Hearing protection is provided.

**V. ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assists in the coordination, instruction, and/or supervision of part-time firefighters or new recruits, as

# Park City Fire Service District

## Rules, Policies and Procedures

PCFSD Operational Policies and Procedures	Chapter 4 Job Descriptions	Section 2.02 Firefighter/Engineer
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assigned.

- Performs firefighting activities including driving fire apparatus, operating pumps and related equipment, laying hose, and performing fire combat, containment, and extinguishment tasks.
- Responds to medical emergency calls with companies, examines patients on an emergency scene, and initiates basic and intermediate life support as required.
- Participates in fire drills, attends classes in firefighting, emergency medical, hazardous materials, and related subjects.
- Participates in the preplan and inspection of buildings, the inspection of hydrants, and other fire suppression systems as required.
- Maintains fire equipment, apparatus, and facilities. Performs minor repairs to district equipment.
- Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains, and tests apparatus and equipment.
- Presents programs to the community on safety, medical, and fire prevention topics.
- Performs salvage operations such as throwing salvage covers, water evacuation, and debris removal.
- Assists supervising part-time firefighters when requested, and assists in training of new recruits when requested.
- Participates in physical fitness activities in order to maintain the capacity for sustained physical exertion.
- Performs other job-related duties as required by the PCFSD administration.

### VI. MINIMUM QUALIFICATIONS

- High school diploma or GED equivalent.
- Must be (21) twenty-one years of age or older.
- Must be a citizen of the United States of America at the time of application, or provide proof of appropriate work permit.
- Must have general knowledge in the use of fire suppression and other emergency equipment. Must have the ability to learn to apply standard firefighting, basic and intermediate life support, and fire prevention techniques.
- Ability to perform strenuously or to peak physical effort during emergency, training, or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold, or smoke.
- Must successfully complete the annual PCFSD task performance test.
- Must be able to read and write the English language. Must have the ability to follow verbal and written instructions, and the ability to communicate effectively orally and in writing.
- Must possess a valid Utah driver's license. Must have stable driving history without record of suspension or revocation in any state. Must be eligible for coverage under PCFSD vehicle and liability insurance.
- No felony convictions or disqualifying criminal history within the past seven years. Must be of good moral character and of temperate and industrious habits.
- Must be Certified Firefighter Level II.
- Must be Utah certified at the level of EMT- Basic. Must obtain EMT Advanced certification within one

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year of hire.

**VII. SPECIAL REQUIREMENTS**

- Must have successfully completed the Apparatus-Driver-Operator training and State certification program.
- Must have three full years' experience as a firefighter with PCFSD.
- Must pass state required certification as well as PCFD standards for Basic Life Support (BLS), Advanced Life Support (ACLS), Pediatric Advanced Life Support (PALS), and International Trauma Life Support (ITLS).
- Must successfully complete the PCFSD annual task performance test.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Park City Fire Service District  
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**I. JOB SUMMARY**

Under the supervision of a Fire District Officer, and in compliance with Utah Law and Fire District Policies and Procedures, this position protects life and property by performing firefighting, basic and intermediate life support, and fire prevention duties. Along with the regular duties of a Firefighter the Firefighter/Engineer drives, maintains and operates fire apparatus, fire pumps, and other power equipment.

**II. TOOLS AND EQUIPMENT USED**

Emergency medical care equipment, fire apparatus, fire pumps, hoses, and other standard firefighting equipment, power equipment, small hand tools, ladders, radio, pager, personal computer, phone.

**III. PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; run; jump; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit; climb; balance; stoop, kneel, crouch, or crawl; talk and hear; and taste or smell.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move 175 or more pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

**IV. WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee regularly works in outside weather conditions.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration, heat and sub-zero temperatures.

The noise level in the work environment is usually moderate, except during certain firefighting operations when fire apparatus noise levels may be high. Hearing protection is provided.

**V. ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Assists in the coordination, instruction, and/or supervision of part-time firefighters or new recruits, as

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assigned.

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- Participates in fire drills, attends classes in firefighting, emergency medical, hazardous materials, and related subjects.
- Participates in the preplan and inspection of buildings, the inspection of hydrants, and other fire suppression systems as required.
- Maintains fire equipment, apparatus, and facilities. Performs minor repairs to district equipment.
- Performs general maintenance work in the upkeep of fire facilities and equipment; cleans and washes walls and floors; cares for grounds around station; makes minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains, and tests apparatus and equipment.
- Presents programs to the community on safety, medical, and fire prevention topics.
- Performs salvage operations such as throwing salvage covers, water evacuation, and debris removal.
- Assists supervising part-time firefighters when requested, and assists in training of new recruits when requested.
- Participates in physical fitness activities in order to maintain the capacity for sustained physical exertion.
- Performs other job-related duties as required by the PCFSD administration.

**VI. MINIMUM QUALIFICATIONS**

- High school diploma or GED equivalent.
- Must be (21) twenty-one years of age or older.
- Must be a citizen of the United States of America at the time of application, or provide proof of appropriate work permit.
- Must have general knowledge in the use of fire suppression and other emergency equipment. Must have the ability to learn to apply standard firefighting, basic and intermediate life support, and fire prevention techniques.
- Ability to perform strenuously or to peak physical effort during emergency, training, or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold, or smoke.
- Must successfully complete the annual PCFSD task performance test.
- Must be able to read and write the English language. Must have the ability to follow verbal and written instructions, and the ability to communicate effectively orally and in writing.
- Must possess a valid Utah driver's license. Must have stable driving history without record of suspension or revocation in any state. Must be eligible for coverage under PCFSD vehicle and liability insurance.
- No felony convictions or disqualifying criminal history within the past seven years. Must be of good moral character and of temperate and industrious habits.
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This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

# MANAGING VOLUNTEER FIREFIGHTERS FOR FLSA COMPLIANCE:



## A GUIDE FOR FIRE CHIEFS AND COMMUNITY LEADERS



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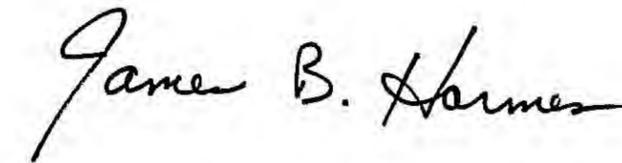
## Letter from the IAFC

Dear Colleagues:

For nearly two decades, fire chiefs have been confused by differing interpretations of the Fair Labor Standards Act (FLSA). To bring order to this issue, the IAFC sought for and gained from the Department of Labor (DOL) a series of letter rulings to clearly define the requirements that individuals must meet to qualify as a volunteer firefighter under FLSA regulations.

The IAFC has published this brochure as a guide for fire chiefs and community leaders to better manage volunteer firefighters for FLSA compliance. The IAFC believes this will be helpful for the leaders of America's fire service.

Sincerely,

A handwritten signature in black ink that reads "James B. Harnes". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Chief James B. Harnes

President (2006-2007)

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## Letter from the VCOS

For 10 years, the Volunteer and Combination Officers Section (VCOS) has been actively involved with our parent organization, the International Association of Fire Chiefs, in working with the U.S. Department of Labor to clear up a number of issues that have caused the American volunteer fire service concern. Over that time, a genuine need surfaced to obtain administrative changes and clarifications to the Fair Labor Standards Act (FLSA) of 1938 at the federal level because of conflicting regional and local interpretations and how these provisions affected the use of volunteers in local fire departments. Often, local administrators and legal counsel decided to allow or not allow certain groups of individuals to volunteer based upon community opinion or restrictive actions, constantly mindful of potential litigation.

The FLSA situations were complicated with the introduction of pay per call, stipends and other forms of reimbursement to individual volunteer firefighters. It became clear that the definition of “volunteer firefighter” 20 years ago is not the same as it is today. Times have changed, the demand on the volunteer has changed and—in a way—the definition of the new “volunteer firefighter” has changed as well.

The changes outlined in this document will allow you to better manage your departments and will improve your ability to provide quality service to your communities. With these changes comes the responsibility for fire chiefs to ensure that their departments are FLSA-compliant and are accurately accounting for volunteer reimbursement within the 20-percent bright line.

During the last 10 years, our board and legislative members handled many concerns about local volunteer restrictions and their impact on community fire protection. A number of those situations were emotionally difficult for the individuals forced to resign as volunteers because of the conflicting interpretations. For those individuals, this information could not come fast enough. I hope this effort will allow you to return as a viable and productive community volunteer.

This decade of hard work by VCOS and the IAFC is an example of the VCOS commitment to improving the national atmosphere for volunteers through federal legislation, interpretation and initiatives; educational opportunities for fire department managers who lead volunteer organizations; enhanced educational requirements for volunteers; and a renewed emphasis on the safety and survival of those who dedicate themselves to the well-being of others. We understand that local community protection depends on the experience, expertise and tenure of your emergency providers and know these changes will enhance your efforts to retain quality volunteers.

Chief Tim Wall, Chairman  
Volunteer and Combination Officers Section (VCOS) of the  
International Association of Fire Chiefs

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## Letter from the Author

### MANAGING VOLUNTEER FIREFIGHTERS FOR FLSA COMPLIANCE: A GUIDE FOR FIRE CHIEFS AND COMMUNITY LEADERS

By Garen E. Dodge, Esq. and Maria L. Mullarkey, Esq.

*Managing Volunteer Firefighters for FLSA Compliance: A Guide for Fire Chiefs and Community Leaders* is a joint publication of the International Association of Fire Chiefs (IAFC), and its Volunteer Chief Officers Section, and the law firm of Wiley Rein & Fielding LLP.

The International Association of Fire Chiefs, organized in 1873, is dedicated to the advancement of the fire service. The IAFC's mission statement is:

To provide career and volunteer chiefs, chief fire officers and managers of emergency service organizations throughout the international community with information, education, services and representation to enhance their professionalism and capabilities to protect citizens from the devastation of fire, environmental, natural and man-made emergencies.

This analysis is designed to provide accurate and authoritative information regarding compliance issues under the FLSA that are of concern to IAFC's members. It is distributed with the understanding that neither the authors, nor IAFC, is engaged in rendering legal or other professional advice, and that the topics discussed herein are subject to legislative, judicial, or regulatory change. If legal advice is required based on particularized facts, IAFC members should seek guidance from their jurisdiction or fire department's attorney. If you have any suggestions or comments regarding this analysis, please contact:

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# MANAGING VOLUNTEER FIREFIGHTERS FOR FLSA COMPLIANCE: A GUIDE FOR FIRE CHIEFS AND COMMUNITY LEADERS

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## INTRODUCTION

Recognizing the value of public volunteer efforts, Congress sought to define the requirements that an individual must meet to qualify as a *bona fide* volunteer in the 1985 amendments to the Fair Labor Standards Act (FLSA). Although Congress desired to promote volunteerism, it also incorporated safeguards to help prevent abuse of FLSA minimum wage and overtime requirements. Specifically, Section 3(e)(4)(A) of the FLSA provides that an individual cannot “volunteer” during off-hours to perform the same services he or she performs during regular employment for the same public agency.

The International Association of Fire Chiefs (IAFC) recognized - over a decade ago - that there was confusion across the land about the application of the FLSA rules as they apply to volunteer firefighters. Chief fire officers have struggled with the FLSA since the law’s application to public agencies in 1985, and some of the main points of contention have been in the area of volunteerism. The FLSA proved difficult to apply to the realities faced by public safety employers who use volunteer firefighters and law enforcement personnel to deliver services to their communities.

Fire departments have been given conflicting interpretations from different Department of Labor (DOL) administrators and field offices when applying the FLSA standards to volunteers. To make matters worse, fire chiefs often sought advice from their city or county attorney only to find that the advice was so conservative and risk averse as to make it difficult or impossible to retain the number of volunteers needed for service to that community. Simply put, because they did not wish to trigger a costly lawsuit over murky and inconsistent rules, many city and county attorneys said “no, chief, you can’t do that.”

To address this issue, we pleaded our case to Congress. In 1998, a subcommittee in the House of Representatives’ Labor Committee held a hearing to air the problems that existed with the Department of Labor rules and regulations that implement the FLSA regarding volunteer firefighters. After the hearing, the subcommittee, working closely with the IAFC, sought clarification on numerous interpretations dealing with issues such as the use of paid and compensatory leave, the “two-hatter” issue, and when fees or other payments to volunteers qualify as a “nominal fee.” This latter nominal fee question took considerable time to answer. What amount of fees can a jurisdiction provide a volunteer firefighter without endangering his or her volunteer status?

After three years of reviewing this specific question, DOL has just released a bright line test that states: generally an amount not exceeding 20 percent of the total compensation that the employer would pay to employ a full-time firefighter would be deemed a “nominal fee,” and therefore would not endanger the firefighter’s volunteer status. Although DOL did not clarify whether fire departments must use the compensation for a specified level of firefighter (for example, entry level or senior) when calculating fees based on the 20 percent rule, DOL stated that fire departments should make a good faith determination based on their own payroll information.

Needless to say, we are extremely pleased – first that we finally got the ruling we requested and that it is favorable for the volunteer fire service. To ensure that all fire chiefs who manage volunteer firefighters will be aware of these (and other) DOL rulings, the IAFC, working with the Volunteer and Combination Chief Officers Section (VCOS), published this manual for fire chiefs and community leaders that explain the new rulings in the context of managing a fire department. In an effort to ease some of the confusion in applying the FLSA volunteer exemption, this manual summarizes applicable DOL guidance on FLSA requirements for volunteer firefighters.

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## CHAPTER 1.

### THE FLSA VOLUNTEER EXEMPTION

Under the FLSA, public employers are obligated to pay employees at least the minimum wage and overtime compensation. The FLSA, however, exempts public employers from paying minimum wage and overtime to individuals who qualify as “volunteers” motivated to contribute services for civic, charitable or humanitarian reasons. An individual who performs services for a public agency qualifies as a volunteer, if:

- the individual receives no compensation or is paid **expenses, reasonable benefits, or a nominal fee** to perform the services for which the individual volunteered; and
- such services are **not the same type of services** which the individual is employed to perform for **the same public agency.**<sup>2</sup>

If an individual meets the above criteria for volunteer status, he or she will not be considered an employee covered by FLSA minimum wage and overtime provisions, and the public employer is not obligated to compensate the individual for hours of volunteer services performed.

A *bona fide* volunteer may perform, without compensation:

- Different work for the same agency
- Same or similar work for a separate and independent agency
- Different work for a separate and independent agency

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<sup>2</sup> 29 U.S.C. § 203(e)(4)(A) (2006).

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## CHAPTER 2.

### PAYMENTS TO VOLUNTEERS

In accordance with DOL regulations, public employers may pay volunteers expenses, reasonable benefits, a nominal fee, or any combination thereof, without jeopardizing their volunteer status.<sup>3</sup> Public employers must be careful, however, to not exceed these permissible payments to volunteers. If payments to volunteers rise to the level of “compensation” for services rendered, the individual will no longer qualify as a *bona fide* volunteer, but will be deemed an employee for purposes of FLSA minimum wage and overtime liability. Ultimately, DOL will evaluate “the total amount of payments made (expenses, benefits, fees) in the context of the economic realities of the particular situation” to determine whether the individual loses volunteer status by virtue of payments made by the public agency.<sup>4</sup>

### EXPENSES

Public employers can reimburse volunteers for approximate, out-of-pocket expenses incurred by volunteers incidental to providing services for the public agency,<sup>5</sup> which include the following:

- Meals
- Transportation
- Uniforms and Related Equipment
- Tuition and Other Costs Involved in Attending Classes Related to Volunteer Services
- Books, Supplies or Other Materials for Training

### REASONABLE BENEFITS

A public employer does not risk the status of volunteers by providing reasonable benefits to volunteers,<sup>6</sup> including:

- Liability Insurance
- Health Insurance
- Life Insurance
- Disability Insurance
- Workers’ Compensation
- Pension Plans
- Length of Service Awards
- Personal Property Tax Relief<sup>7</sup>

### NOMINAL FEE

Although public employers can pay a nominal fee to volunteers, the fee must not be a substitute for wages and must not be tied to productivity.<sup>8</sup> Public employers who compensate volunteers with more than a nominal fee likely will create an employment relationship, thereby destroying the volunteer status of the individuals. DOL has indicated that fire departments may consider the following factors when providing nominal fees to *bona fide* volunteers:

- Distance traveled
- Time and effort expended
- Whether the volunteer has agreed to be available around-the-clock or only during certain specified time periods
- Whether the volunteer provides services as needed or throughout the year<sup>9</sup>

In addition, DOL provided the following additional guidance in various opinion letters:

- **Per Call Basis** – Although generally the amount of a nominal fee may not be tied to productivity and may not vary based on time spent on the activity, DOL’s regulations specify that the payment of a nominal amount on a per-call basis to volunteer firefighters is acceptable. In its most recent letter, DOL noted that “compensation ‘per call’ or other similar bases may be acceptable so long as they may fairly be characterized as tied to the volunteer’s sacrifice rather than productivity-based compensation.”<sup>10</sup>
- **Monthly or Annual Stipend** – DOL has stated that the payment of a nominal monthly or annual stipend to an individual who volunteers on a year-round basis is allowed.<sup>11</sup>
- **Hourly Rate** – DOL has determined that payment to volunteer firefighters on a per hour basis destroys *bona fide* volunteer status and creates an employment relationship. This type of payment is akin to hourly wages based on productivity.<sup>12</sup>

### THE 20 PERCENT RULE

In the August 7, 2006 opinion letter, DOL finally provided definitive clarification as to what amounts will qualify as a nominal fee. IAFC sought this opinion letter to elicit a bright-line test to assist fire departments in defining the line between what constitutes a nominal fee to volunteers and what amounts to compensation.

In its November 10, 2005 opinion letter, DOL stated that a public school employee could receive a nominal fee to volunteer as a coach or advisor for extracurricular activities so long as the fee does not exceed 20 percent of what the public school would otherwise pay to hire a full-time coach or advisor.<sup>13</sup>

Extending application of the 20 percent rule to volunteer firefighters, in the August 7, 2006 opinion letter, DOL explained that “generally, **an amount not exceeding 20 percent** of the total compensation that the employer would pay to a full-time firefighter for performing comparable services **would be deemed nominal.**”<sup>14</sup> Further, DOL indicated that – so long as the fee is 20 percent or less of total compensation for comparable services – DOL will be less likely to focus on whether the fee is paid on an annual, monthly or daily basis.

Fire departments can apply the 20 percent rule to evaluate whether a fee paid to a volunteer firefighters is a nominal amount based on market information, including:

- Compensation paid to a full-time firefighter on the fire department’s payroll
- Information from neighboring jurisdictions, the state or the nation (including data from DOL’s Bureau of Labor Statistics, [www.bls.gov](http://www.bls.gov))

DOL did not clarify whether fire departments must use the compensation for a specified level of firefighter (for example, entry level or advanced) when calculating fees based on the 20 percent rule. DOL explained that the information necessary to make this calculation generally is within the knowledge and control of fire departments, and thus, the actual determination should be made by fire departments in good faith based on “[a]ny full-time firefighter a particular fire department has on its payroll.” Although DOL’s guidance on this issue is unclear, it is possible that fire departments may vary the level of the firefighter used as the benchmark for the 20 percent rule to correspond to the level of the volunteer firefighter receiving the fee. For example, a fire department may use

## CHAPTER 2. *continued*

the salary paid to a full-time beginner firefighter as a benchmark to determine whether a fee paid to a volunteer firefighter for his first year of service is nominal.

Under the 20 percent rule, for example, if a volunteer firefighter staffs four shifts during a month, a nominal fee should not exceed 20 percent of what it would cost to employ a full-time firefighter to staff the equivalent of four shifts.

### EXAMPLES:

A county fire department pays \$50,000 to hire a full-time firefighter for one year. The fire department pays an annual stipend of \$9,500 to a volunteer firefighter to perform the same services. This payment would constitute a nominal fee under the 20 percent rule.

A county fire department pays \$50,000 to hire a full-time firefighter for one year. The fire department pays an annual stipend of \$15,000 and life insurance to a volunteer firefighter to perform the same services. This payment would not constitute a nominal fee under the 20 percent rule.

Responding to a series of hypotheticals posed by IAFC, DOL found that the following payments may qualify as nominal fees:

AMOUNT OF PAYMENT	REQUIREMENTS	ADDITIONAL PAYMENTS	AVERAGE WORKED (MINIMUM)
1) \$1,200 per year	Regardless of number of shifts or amount of time spent responding to calls	n/a	24 shifts and/or 60 hours responding to calls per year
2) \$100 per month	Regardless of number of shifts or amount of time spent responding to calls	n/a	4 shifts and/or 8 hours responding to calls per month
3) \$100 per month	Minimum of 2 shifts and/or 5 hours responding to calls	\$25 for each additional shift over 4 and/or each additional 2.5 hours responding to calls over 12 hours	n/a
4) \$25 per 4-hour block of time	Regardless of the amount of time spent at the station house or responding to calls	n/a	n/a
5) \$20 per shift	Regardless of the length of shift or amount of time spent responding to calls	n/a	6 hour shift and/or 2 hours responding to calls per shift
6) \$25	Minimum of 8 hours per shift and/or 2.5 hours responding to calls	\$15 per shift that exceeds 8 hours and/or 5 or more hours responding to calls	n/a
7) \$15,000 annual fee	n/a	n/a	3,000 hours waiting and responding to calls per year*
8) \$20 per shift	Regardless of the length of shift or amount of time spent responding to calls	Fee increases by \$1 per shift for each year with a minimum of 12 shifts**	n/a

\* Although DOL found that a \$15,000 annual payment may qualify as nominal under the 20 percent rule, DOL also observed that “it is unlikely that 3,000 hours of service (50+ hours per week) is ‘volunteering’ rather than employment.”<sup>15</sup> If a volunteer is compensated annually for a comparable, high level of hours, DOL likely will determine that a full-time employment relationship exists.

\*\* DOL reminded public employers that a nominal fee must not vary depending on the productivity of the volunteer or the amount of time spent on volunteer activities. Although it did not definitively answer whether a fire department can increase the yearly, monthly or per shift payment to volunteers for every year the volunteer staffs a requisite number of shifts, DOL noted that this may constitute impermissible “compensation via a seniority or productivity system based on services rendered.”<sup>16</sup>

Fire departments should use the 20 percent rule to determine if a payment to volunteer firefighters constitutes a nominal fee. Remember that the 20 percent rule does not apply to expenses and reasonable benefits. Even if a payment constitutes a nominal fee under the 20 percent rule, however, this payment must be considered in totality with other expenses or benefits received by volunteer firefighters to determine if the entire amount of payments precludes volunteer status under the “economic realities” test.

### EXAMPLE:

A volunteer firefighter receives an annual stipend of \$8,000, reimbursement for the cost of transportation, uniforms and training, and payments by the fire department for health and life insurance. The fire department should determine whether the \$8,000 stipend exceeds 20 percent of what it would cost to employ a full-time firefighter to perform the same services. The fire department does not have to evaluate whether the reimbursement of expenses or provision of insurance benefits are 20 percent of the amount of expenses and insurance received by full-time firefighters performing similar services.

### CONCLUSION: TOTAL PAYMENTS

**Step 1:** Evaluate whether each specific payment to volunteers qualify as either (1) expenses; (2) reasonable benefit; or (2) a nominal fee.

**Step 2:** The nominal fee cannot exceed the total compensation paid to a full-time firefighter for performing comparable services.

**Step 3:** Analyze the entire package of payments made to volunteers “in the context of the economic realities of the particular situation” to determine whether furnishing these payments results in loss of volunteer status.

<sup>3</sup> 29 C.F.R. § 553.104(a) (2006)., <sup>4</sup> Id. at § 553.106(f)., <sup>5</sup> Id. at § 553.106(b)-(c)., <sup>6</sup> Id. at § 553.106(d)., <sup>7</sup> DOL has found that provision of personal property tax relief in the amount of \$1,500 annually during the term of volunteer service constitutes a permissible reasonable benefit. DOL, Wage and Hour Division Opinion Letter (Aug. 7, 2006)., <sup>8</sup> 29 C.F.R. § 553.106(e) (2006)., <sup>9</sup> Id., <sup>10</sup> DOL, Wage and Hour Division Opinion Letter (Aug. 7, 2006)., <sup>11</sup> Id., <sup>12</sup> DOL, Wage and Hour Division Opinion Letter (July 7, 1999)., <sup>13</sup> DOL, Wage and Hour Division Opinion Letter (Nov. 10, 2005)., <sup>14</sup> DOL, Wage and Hour Division Opinion Letter (Aug. 7, 2006)., <sup>15</sup> Id., <sup>16</sup> Id.

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## CHAPTER 3.

### DO VOLUNTEER SERVICES CONSTITUTE THE “SAME TYPE OF SERVICES”?

The FLSA “does not permit an individual to perform hours of volunteer service for a public agency when such hours involve the same type of services which the individual is employed to perform for the same public agency.”<sup>17</sup> DOL regulations define “same type of services” as “similar or identical services.”<sup>18</sup> Whether volunteer services constitute the same type of services is determined on a case-by-case basis, considering:

- The occupational classification of the employee’s paid position in comparison to his or her volunteer position in the *Dictionary of Occupational Titles* or on DOL’s O\*NET system, [www.doleta.gov/Programs/onet/](http://www.doleta.gov/Programs/onet/).
- Whether the volunteer services are closely related to the actual duties performed by and responsibilities assigned to the employee during regular employment<sup>19</sup>

#### CROSS-TRAINED FIREFIGHTER/EMT

In its most recent opinion letter, DOL did not provide a definitive answer in response to whether a firefighter cross-trained and licensed as an EMT/Paramedic can qualify as a *bona fide* volunteer EMT/Paramedic for the same agency.<sup>20</sup> In an August 19, 1999 opinion letter, however, DOL concluded that a city firefighter cannot volunteer as a firefighter/EMS provider for the same city.<sup>21</sup>

#### FIREFIGHTER/POLICE

In its most recent opinion letter, DOL confirmed that police and firefighters perform a different type of service, and thus, a police officer employed by a county police department can also volunteer as a firefighter for the same county’s fire and rescue department.<sup>22</sup> In a statement favorable to the chiefs, DOL indicated that “merely responding to the same emergencies, such as traffic accidents and fire calls, or acting as a medical first responder on occasion will typically not change the inherent differences in the two occupations.”<sup>23</sup>

#### FIRE MARSHALL/FIREFIGHTER

DOL concluded that a full-time paid Fire Marshall cannot be a volunteer firefighter with the city because the volunteer service is the “same type of service” for which he is paid by the same employer and is closely related to the actual duties of the Fire Marshall.<sup>24</sup>

#### MECHANIC/FIREFIGHTER

DOL determined that “serving as a mechanic and serving as a firefighter do not involve the same type of services, absent evidence to the contrary,” and thus, an individual employed as mechanic could serve as a volunteer firefighter for the same agency.<sup>25</sup>

#### DETENTION DEPUTY/LAW ENFORCEMENT DEPUTY

DOL decided that employees of a county sheriff’s office in the detention department could not volunteer off-duty in the law enforcement department because the work involves the “same type of services.”<sup>26</sup>

#### CIVILIAN COMMUNICATIONS SPECIALIST/FIREFIGHTER

DOL concluded that an individual employed as a civilian communications specialist with a city fire and rescue department may volunteer as a firefighter for the same agency. DOL stated that employees who engage in civilian support activities, such as dispatchers, alarm operators, apparatus and equipment repair and maintenance workers, clerks and stenographers, do not perform the same type of services as firefighters.<sup>27</sup>

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<sup>17</sup> 29 C.F.R. § 553.102(a) (2006)., <sup>18</sup> Id. at § 553.103(a)., <sup>19</sup> Id., <sup>20</sup> DOL, Wage and Hour Division Opinion Letter (Aug. 7, 2006)., <sup>21</sup> DOL, Wage and Hour Division Opinion Letter (Aug. 19, 1999)., <sup>22</sup> DOL, Wage and Hour Division Opinion Letter (Aug. 7, 2006)., <sup>23</sup> Id., <sup>24</sup> DOL, Wage and Hour Division Opinion Letter (Sept. 3, 1999)., <sup>25</sup> DOL, Wage and Hour Division Opinion Letter (Apr. 14, 2003). See Chapter 5 for discussion on leave and overtime issues for other governmental employees., <sup>26</sup> DOL, Wage and Hour Division Opinion Letter (Oct. 29, 2004)., <sup>27</sup> DOL, Wage and Hour Division Opinion Letter (Jul. 7, 1999).

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## CHAPTER 4.

### DO TWO ENTITIES CONSTITUTE THE “SAME PUBLIC AGENCY”?

An individual who is a paid employee of a public agency cannot also be an unpaid volunteer for the same agency while performing the same type of services that he is employed to perform. DOL determines whether two entities constitute the “same public agency” on a case-by-case basis by examining whether the two entities:<sup>28</sup>

- Have separate payroll and retirement systems
- Have the authority to sue and be sued in their own name
- Have separate hiring and other employment practices
- Are treated separately under State law
- Are treated separately by the Census Bureau
- Have separate budget and funding authorities
- Have independent authority to make employment decisions
- Have authority to hire and compensate personnel
- Have limited integration and day-to-day control of operations over each other

#### SEPARATE PUBLIC AGENCY

If analysis of these factors indicates that the public agencies are separate entities, then an employee of one agency can volunteer to provide the same or similar services as performed in their regular employment for the separate agency.

#### SAME PUBLIC AGENCY

If analysis of these factors indicates that the public agencies are not separate entities, then an employee of one agency cannot volunteer to provide the same or similar services as performed for in their regular employment for the other entity. Such an arrangement would create a joint employment situation.

#### MUTUAL AID AGREEMENTS

DOL regulations state that an agreement between two agencies for mutual aid does not change the otherwise volunteer character of services performed by employees of such agencies.<sup>29</sup> For example: An individual employed as a paid firefighter with County A may volunteer as a firefighter with County B, where County A and County B have a mutual aid agreement (even though the firefighter may be called upon to respond to a call in County A while volunteering with County B).

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<sup>28</sup> 29 C.F.R. § 553.102(b) (2006)., <sup>29</sup> Id. at § 553.105.

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## CHAPTER 5.

### USE OF PAID LEAVE AND COMPENSATORY LEAVE

#### IF A *BONA FIDE* VOLUNTEER FOR A SEPARATE AGENCY

If the employee is a *bona fide* volunteer for a separate public agency, the employing agency may provide paid personal leave or dock the employee's compensatory time during volunteer calls without jeopardizing the individual's volunteer status with the separate agency.<sup>30</sup> Further, the volunteer hours worked for the separate agency would not be compensable time worked for the employer and, thus, would not be counted by the employer when computing overtime.

For example, if a firefighter in County A is required to use paid personal leave or accrued compensatory time for his volunteer work as a firefighter with City B, a separate agency, his status as a *bona fide* volunteer with City B is not jeopardized. Further, the volunteer hours worked for City B would not be compensable time worked for County A.

A *bona fide* volunteer firefighter can also be paid wages by his "non firefighter" employer while serving as a volunteer firefighter for a separate public agency during normal work hours, as long as such pay does not come from the separate public agency receiving the volunteer services. If the employer pays wages for time volunteered during normal work hours, however, the volunteer hours would be compensable hours that must be counted by the employer for purposes of computing overtime.

#### IF A *BONA FIDE* VOLUNTEER FOR THE SAME AGENCY

If an employee is a *bona fide* volunteer for the same agency, the employee may substitute paid personal leave earned—which the employee may use as he sees fit—for time spent performing volunteer activities without jeopardizing his status as a *bona fide* volunteer.<sup>31</sup> Further, the time spent outside the employee's regular work day performing volunteer services would not be compensable time worked for the employer and would not be counted when computing overtime.<sup>32</sup>

For example, if a mechanic employed by County A fire department uses paid personal leave for his volunteer work as a firefighter with County A fire department, his status as a *bona fide* volunteer firefighter is not jeopardized. The time spent by the mechanic on volunteer fire calls outside the regular work day would not be compensable time worked for County A.

An employee who volunteers different services for the same public agency cannot be paid wages by the agency for the volunteer services, however, as this will prevent the employee from qualifying as a *bona fide* volunteer. For example, if County A pays a full-time mechanic wages for hours worked as a firefighter for the same county, the county employs the individual as both a full-time mechanic and a part-time firefighter. Therefore, the individual would not be allowed to volunteer additional hours as a firefighter because of FLSA's prohibition on volunteering for the same agency to perform the same type of services he is employed to perform.

#### IF NOT A *BONA FIDE* VOLUNTEER

If the employee is not a *bona fide* volunteer because he is performing the same type of services for the same public agency, the hours spent performing the same services for which he is employed are not "time off," but instead are compensable and should be counted when computing overtime.<sup>33</sup> In such case, the public employer may not dock the employee's compensatory time to cover the wages due.

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<sup>30</sup> DOL, Wage and Hour Division Opinion Letter (Aug. 7, 2006); DOL, Wage and Hour Division Opinion Letter (Apr. 14, 2003)., <sup>31</sup> DOL, Wage and Hour Division Opinion Letter (Aug. 7, 2006)., <sup>32</sup> DOL, Wage and Hour Division Opinion Letter (Apr. 14, 2003)., <sup>33</sup> Id.

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## CHAPTER 6.

### PAYMENT OF WAGES BY SEPARATE AGENCY

DOL indicated that a public employer can pay wages to an employee for volunteer hours with a separate agency.<sup>34</sup> For example, if a firefighter in County A is allowed to cease his usual duties during the workday to respond as a volunteer firefighter to City B's call, the firefighter can be paid for his normal work hours by County A without losing his volunteer status with City B. As explained in Chapter 5, the employee's use of paid personal leave or accrued compensatory time does not transform the volunteer hours into compensable time. If the public employer pays wages for time volunteered **during normal work hours**, however, the volunteer hours are considered compensable hours for that employer that must be counted for purposes of overtime compensation.<sup>35</sup> Time spent volunteering outside regular work hours is not compensable time.

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<sup>34</sup> DOL, Wage and Hour Division Opinion Letter (Aug. 7, 2006); DOL, Wage and Hour Division Opinion Letter (Apr. 14, 2003)., <sup>35</sup> Id.

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## CHAPTER 7.

### SPECIAL DETAIL EXCEPTION

Although not applicable to volunteers, the “special detail” exception applies to public fire protection and law enforcement employees who, at their own option, work special detail for a separate and independent employer performing related duties. If a public employee voluntarily agrees to work special detail “by a separate or independent employer in fire protection, law enforcement, or related activities,” the public agency can exclude these hours when calculating hours worked for purposes of overtime compensation.<sup>36</sup>

In an April 28, 2006 opinion letter, DOL responded to an inquiry by a city regarding its law enforcement officers who perform off-duty security detail at a municipal coliseum for a third-party. DOL concluded that because the public employees perform the off-duty work at their own option and because the city and third-party contractors are separate employers, the off-duty work hours should not be counted for the city’s overtime obligation, and the fact that the city pays workers’ compensation for the third-party work does not alter this conclusion.<sup>37</sup>

DOL considers similar factors to determine whether the employers are separate and independent as applied to determine whether a volunteer provides services for the same agency, including whether the agencies operate a separate payroll system, maintain a separate retirement system, have a separate budget and have the authority to sue and be sued in their own name.

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<sup>36</sup> 29 C.F.R. § 553.227 (2006). <sup>37</sup> DOL, Wage and Hour Division Opinion Letter (Apr. 28, 2006).

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## CHAPTER 8.

### WORKING WITH THE UNION TO ENSURE GOOD RELATIONS

If a union is present, it is important to:

- Review your state/local laws on volunteers if any
- Check the union contract to see if volunteers are covered
- Meet with union representative to discuss the use of volunteers
- Make sure volunteers are not provided more than 20% provided to career firefighters
- If a new approach is needed, see if union contract can be reopened on the issue of volunteers
- If contract cannot be reopened, propose changes when contract expires

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## CHAPTER 9.

### TAXATION OF PAYMENTS AND BENEFITS

Fire departments may have questions about the taxation of payments made to volunteer firefighters that are not addressed in the FLSA guidance, for example, whether compensation paid to volunteers is subject to FICA (Social Security and Medicare) withholding. The attached tax supplement provides a discussion of FICA taxation of volunteer firefighters and tax treatment of amounts applied to dependent care and medical accounts. Comprehensive treatment of tax issues are beyond the scope of this analysis. If you have tax questions, it is important to seek out the advice of qualified tax counsel.

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## CHAPTER 10.

### CHECKLIST FOR MANAGING VOLUNTEER FIREFIGHTERS

As a reminder:

- Does the collective bargaining agreement have restrictions on career firefighters from volunteering during off-duty hours?
- Does the volunteer firefighter perform the same type of services for another agency?
- Does the volunteer firefighter perform work for the same public agency?
- Does the volunteer firefighter receive any payments?
  - Does the payment qualify as expenses?
  - Does the payment qualify as a reasonable benefit?
  - Does the payment qualify as a nominal fee? Is it 20 percent or less of what a full-time firefighter would be paid to perform comparable services?

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## CHAPTER 11.

### CONCLUSION

- ❑ Volunteer firefighters must not be paid compensation, but can be paid expenses, reasonable benefits and a nominal fee that does not exceed 20 percent of what it would cost to otherwise provide the volunteer services rendered.
- ❑ Paid firefighters cannot volunteer the same services for the same public agency for which they are employed.
- ❑ Paid firefighters can volunteer the same services for a separate and independent public agency.
- ❑ Paid firefighters can be paid by their employer for personal time off or docked compensatory time for volunteer hours worked for a separate and independent public agency without jeopardizing volunteer status with the separate agency. The employer should not count these hours as compensable time.
- ❑ Paid firefighters can be paid wages for by their employer for volunteer hours worked during the regular workday for a separate and independent public agency without jeopardizing volunteer status with the separate agency. The employer should count these hours as compensable time.

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## CHAPTER 12.

### SOURCES OF ADDITIONAL INFORMATION

We hope this brochure is a helpful resource for managing volunteer firefighters in compliance with FLSA standards. If further questions arise as you assess your volunteer programs, the following resources may be of help to you.

**Department of Labor Web Site.** The Department of Labor's home page is located at: <http://www.dol.gov>. This web site includes a link to DOL's guidance information on the Fair Labor Standards Act, including the text of the statute and regulations.

**Department of Labor Wage and Hour Opinion Letters.** The Department of Labor's Wage and Hour opinion letters responding to FLSA issues can be accessed at: <http://www.dol.gov/esa/whd/opinion/opinion.htm>.

**Employment & Labor Legal Counsel.** If you are unsure of how the FLSA volunteer standards apply in your particular situation, you may want to contact legal counsel to assist in ensuring that your volunteer program meets the legal requirements discussed in this brochure. If you would like assistance, please contact Garen E. Dodge, Esq. at (202) 719-7388 or [gdodge@wrf.com](mailto:gdodge@wrf.com).

THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED  
(29 U.S.C. 201, *et seq.*)

To provide for the establishment of fair labor standards in employments in and affecting interstate commerce, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That this Act may be cited as the “Fair Labor Standards Act of 1938.”

**Finding and Declaration of Policy**

SEC. 2. (a) The Congress hereby finds that the existence, in industries engaged in commerce or in the production of goods for commerce, of labor conditions detrimental to the maintenance of the minimum standard of living necessary for health, efficiency, and general well-being of workers (1) causes commerce and the channels and instrumentalities of commerce to be used to spread and perpetuate such labor conditions among the workers of the several States; (2) burdens commerce and the free flow of goods in commerce; (3) constitutes an unfair method of competition in commerce; (4) leads to labor disputes burdening and obstructing commerce and the free flow of goods in commerce; and (5) interferes with the orderly and fair marketing of goods in commerce. *The Congress further finds that the employment of persons in domestic service in households affects commerce.*

(b) It is hereby declared to be the policy of this Act, through the exercise by Congress of its power to regulate commerce among the several States and with foreign nations, to correct and as rapidly as practicable to eliminate the conditions above referred to in such industries without substantially curtailing employment or earning power.<sup>1</sup>

**Definitions**

SEC. 3. As used in this Act —

(a) “Person” means an individual, partnership, association, corporation, business trust, legal representative, or any organized group of persons.

(b) “Commerce” means trade, commerce, transportation, transmission, or communication among the several States or between any State and any place outside thereof.<sup>2</sup>

(c) “State” means any State of the United States or the District of Columbia or any Territory or possession of the United States.

<sup>1</sup> As amended by section 2 of the Fair Labor Standards Amendments of 1949.

<sup>2</sup> As amended by section 3(a) of the Fair Labor Standards Amendments of 1949.

(d) “Employer” includes any person acting directly or indirectly in the interest of an employer in relation to an employee **and includes a public agency,<sup>3</sup> but does not include** any labor organization (other than when acting as an employer) or anyone acting in the capacity of officer or agent of such labor organization.

(e) (I) *Except as provided in paragraphs (2), (3), and (4), the term “employee” means* any individual employed by an employer.

(2) *In the case of an individual employed by a public agency, such term means —*

(A) *any individual employed by the Government of the United States —*

(i) *as a civilian in the military departments (as defined in section 102 of title 5, United States Code),*

(ii) *in any executive agency (as defined in section 105 of such title),*

(iii) *in any unit of the judicial branch of the Government which has positions in the competitive service,*

(iv) *in a nonappropriated fund instrumentality under the jurisdiction of the Armed Forces,*

(v) *in the Library of Congress, or*

(vi) **the Government Printing Office;**

(B) *any individual employed by the United States Postal Service or the Postal Rate Commission; and*

(C) *any individual employed by a State, political subdivision of a State, or an interstate governmental agency, other than such an individual*

(i) *who is not subject to the civil service laws of the State, political subdivision, or agency which employs him; and*

(ii) *who —*

(I) *holds a public elective office of that State, political subdivision, or agency,*

(II) *is selected by the holder of such an office to be a member of his personal staff,*

<sup>3</sup> Public agencies were specifically excluded from the Act’s coverage until the Fair Labor Standards Amendments of 1966, when Congress extended coverage to “employees of a State or a political subdivision thereof, employed (1) in a hospital, institution, or school referred to in the last sentence of subsection (r) of this section, or (2) in the operation of a railway or carrier referred to in such sentence \* \* \*.”

(III) *is appointed by such an office holder to serve on a policymaking level,*

(IV) *is an immediate adviser to such an officeholder with respect to the constitutional or legal powers of his office, or*

(V)<sup>4</sup> *is an employee in the legislative branch or legislative body of that State, political subdivision, or agency and is not employed by the legislative library of such State, political subdivision, or agency.*

(3) *For purposes of subsection (u), such term does not include any individual employed by an employer engaged in agriculture if such individual is the parent, spouse, child, or other member of the employer’s immediate family.<sup>5</sup>*

(4)<sup>6</sup> (A) **The term “employee” does not include any individual who volunteers to perform services for a public agency which is a State, a political subdivision of a State, or an interstate governmental agency, if —**

(i) **the individual receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and**

(ii) **such services are not the same type of services which the individual is employed to perform for such public agency.**

(B) **An employee of a public agency which is a State, political subdivision of a State, or an interstate governmental agency may volunteer to perform services for any other State, political subdivision, or interstate governmental agency, including a State, political subdivision or agency with which the employing State, political subdivision, or agency has a mutual aid agreement.**

**(5)<sup>7</sup> The term “employee” does not include individuals who volunteer their services solely**

<sup>4</sup> As added by section 5 of the Fair Labor Standards Amendments of 1985, effective April 15, 1986.

<sup>5</sup> Similar language was added to the Act by the Fair Labor Standards Amendments of 1966. Those amendments also excluded from the definition of employee “any individual who is employed by an employer engaged in agriculture if such individual (A) is employed as a hand harvest laborer and is paid on a piece rate basis in an operation which has been, and is customarily and generally recognized as having been, paid on a piece rate basis in the region of employment, (B) commutes daily from his permanent residence to the farm on which he is so employed, and (C) has been employed in agriculture less than thirteen weeks during the preceding calendar year.” These individuals are now included.

<sup>6</sup> As added by section 4(a) of the Fair Labor Standards Amendments of 1985, effective April 15, 1986.

<sup>7</sup> As amended August 7, 1998, Pub. L. 105–221, § 2.

**for humanitarian purposes to private non-profit food banks and who receive from the food banks groceries.**

(f) “Agriculture” includes farming in all its branches and among other things includes the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural or horticultural commodities (including commodities defined as agricultural commodities in section 1141j(g) of U.S.C. Title 12), the raising of livestock, bees, furbearing animals, or poultry, and any practices (including any forestry or lumbering operations) performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparation for market, delivery to storage or to market or to carriers for transportation to market.

(g) “Employ” includes to suffer or permit to work.

(h) “Industry” means a trade, business, industry, **or other activity, or branch or group thereof**, in which individuals are gainfully employed.

(i) “Goods” means goods (including ships and marine equipment), wares, products, commodities, merchandise, or articles or subjects of commerce of any character, or any part or ingredient thereof, but does not include goods after their delivery into the actual physical possession of the ultimate consumer thereof other than a producer, manufacturer, or processor thereof.

(j) “Produced” means produced, manufactured, mined, handled, or in any other manner worked on in any State; and for the purposes of this Act an employee shall be deemed to have been engaged in the production of goods if such employee was employed in producing, manufacturing, mining, handling, transporting, or in any other manner working on such goods, or in any closely related process or occupation directly essential to the production thereof, in any State.<sup>8</sup>

(k) “Sale” or “sell” includes any sale, exchange, contract to sell, consignment for sale, shipment for sale, or other disposition.

(l) “Oppressive child labor” means a condition of employment under which (1) any employee under the age of sixteen years is employed by an employer (other than a parent or a person standing in place of a parent employing his own child or a child in his custody under the age of sixteen years in an occupation other than manufacturing or mining or an occupation found by the Secretary of Labor to be particularly hazardous for the employment of children between the ages of sixteen and eighteen years or detrimental to their health or well-being) in any occupation,<sup>9</sup> or (2) any employee between the ages of sixteen and

<sup>8</sup> As amended by section 3(b) of the Fair Labor Standards Amendments of 1949.

<sup>9</sup> As amended by section 3(c) of the Fair Labor Standards Amendments of 1949.

## Wage and Hour Division, Labor

## § 553.104

### § 553.102 Employment by the same public agency.

(a) Section 3(e)(4)(A)(ii) of the FLSA does not permit an individual to perform hours of volunteer service for a public agency when such hours involve the same type of services which the individual is employed to perform for the same public agency.

(b) Whether two agencies of the same State or local government constitute the same public agency can only be determined on a case-by-case basis. One factor that would support a conclusion that two agencies are separate is whether they are treated separately for statistical purposes in the Census of Governments issued by the Bureau of the Census, U.S. Department of Commerce.

### § 553.103 "Same type of services" defined.

(a) The 1985 Amendments provide that employees may volunteer hours of service to their public employer or agency provided "such services are not the same type of services which the individual is employed to perform for such public agency." Employees may volunteer their services in one capacity or another without contemplation of pay for services rendered. The phrase "same type of services" means similar or identical services. In general, the Administrator will consider, but not as the only criteria, the duties and other factors contained in the definitions of the 3-digit categories of occupations in the *Dictionary of Occupational Titles* in determining whether the volunteer activities constitute the "same type of services" as the employment activities. Equally important in such a determination will be the consideration of all the facts and circumstances in a particular case, including whether the volunteer service is closely related to the actual duties performed by or responsibilities assigned to the employee.

(b) An example of an individual performing services which constitute the "same type of services" is a nurse employed by a State hospital who proposes to volunteer to perform nursing services at a State-operated health clinic which does not qualify as a separate public agency as discussed in

§ 553.102. Similarly, a firefighter cannot volunteer as a firefighter for the same public agency.

(c) Examples of volunteer services which do not constitute the "same type of services" include: A city police officer who volunteers as a part-time referee in a basketball league sponsored by the city; an employee of the city parks department who serves as a volunteer city firefighter; and an office employee of a city hospital or other health care institution who volunteers to spend time with a disabled or elderly person in the same institution during off duty hours as an act of charity.

### § 553.104 Private individuals who volunteer services to public agencies.

(a) Individuals who are not employed in any capacity by State or local government agencies often donate hours of service to a public agency for civic or humanitarian reasons. Such individuals are considered volunteers and not employees of such public agencies if their hours of service are provided with no promise expectation, or receipt of compensation for the services rendered, except for reimbursement for expenses, reasonable benefits, and nominal fees, or a combination thereof, as discussed in § 553.106. There are no limitations or restrictions imposed by the FLSA on the types of services which private individuals may volunteer to perform for public agencies.

(b) Examples of services which might be performed on a volunteer basis when so motivated include helping out in a sheltered workshop or providing personal services to the sick or the elderly in hospitals or nursing homes; assisting in a school library or cafeteria; or driving a school bus to carry a football team or band on a trip. Similarly, individuals may volunteer as firefighters or auxiliary police, or volunteer to perform such tasks as working with retarded or handicapped children or disadvantaged youth, helping in youth programs as camp counselors, soliciting contributions or participating in civic or charitable benefit programs and volunteering other services needed to carry out charitable or educational programs.

[52 FR 2032, Jan. 16, 1987; 52 FR 2648, Jan. 23, 1987]

## § 553.105

## 29 CFR Ch. V (7-1-06 Edition)

### § 553.105 Mutual aid agreements.

An agreement between two or more States, political subdivisions, or interstate governmental agencies for mutual aid does not change the otherwise volunteer character of services performed by employees of such agencies pursuant to said agreement. For example, where Town A and Town B have entered into a mutual aid agreement related to fire protection, a firefighter employed by Town A who also is a volunteer firefighter for Town B will not have his or her hours of volunteer service for Town B counted as part of his or her hours of employment with Town A. The mere fact that services volunteered to Town B may in some instances involve performance in Town A's geographic jurisdiction does not require that the volunteer's hours are to be counted as hours of employment with Town A.

### § 553.106 Payment of expenses, benefits, or fees.

(a) Volunteers may be paid expenses, reasonable benefits, a nominal fee, or any combination thereof, for their service without losing their status as volunteers.

(b) An individual who performs hours of service as a volunteer for a public agency may receive payment for expenses without being deemed an employee for purposes of the FLSA. A school guard does not become an employee because he or she receives a uniform allowance, or reimbursement for reasonable cleaning expenses or for wear and tear on personal clothing worn while performing hours of volunteer service. (A uniform allowance must be reasonably limited to relieving the volunteer of the cost of providing or maintaining a required uniform from personal resources.) Such individuals would not lose their volunteer status because they are reimbursed for the approximate out-of-pocket expenses incurred incidental to providing volunteer services, for example, payment for the cost of meals and transportation expenses.

(c) Individuals do not lose their status as volunteers because they are reimbursed for tuition, transportation and meal costs involved in their attending classes intended to teach them

to perform efficiently the services they provide or will provide as volunteers. Likewise, the volunteer status of such individuals is not lost if they are provided books, supplies, or other materials essential to their volunteer training or reimbursement for the cost thereof.

(d) Individuals do not lose their volunteer status if they are provided reasonable benefits by a public agency for whom they perform volunteer services. Benefits would be considered reasonable, for example, when they involve inclusion of individual volunteers in group insurance plans (such as liability, health, life, disability, workers' compensation) or pension plans or "length of service" awards, commonly or traditionally provided to volunteers of State and local government agencies, which meet the additional test in paragraph (f) of this section.

(e) Individuals do not lose their volunteer status if they receive a nominal fee from a public agency. A nominal fee is not a substitute for compensation and must not be tied to productivity. However, this does not preclude the payment of a nominal amount on a "per call" or similar basis to volunteer firefighters. The following factors will be among those examined in determining whether a given amount is nominal: The distance traveled and the time and effort expended by the volunteer; whether the volunteer has agreed to be available around-the-clock or only during certain specified time periods; and whether the volunteer provides services as needed or throughout the year. An individual who volunteers to provide periodic services on a year-round basis may receive a nominal monthly or annual stipend or fee without losing volunteer status.

(f) Whether the furnishing of expenses, benefits, or fees would result in individuals' losing their status as volunteers under the FLSA can only be determined by examining the total amount of payments made (expenses, benefits, fees) in the context of the economic realities of the particular situation.

# Appendix

## U.S. Department of Labor

Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210



Chief Robert A. DiPoli, Ret.  
President  
International Association of Fire Chiefs  
4025 Fair Ridge Drive  
Fairfax, Virginia 22033-2868

AUG 7 2006

Dear Chief DiPoli:

I am writing in reply to your Association's letter requesting guidance under the Fair Labor Standards Act (FLSA) on numerous hypothetical questions concerning "same type of services," "same public agency," and "nominal fee," as applied to individuals volunteering for, or employed by, a public agency.

The FLSA recognizes the generosity and public benefits of volunteering, and does not seek to pose unnecessary obstacles to *bona fide* volunteer efforts for charitable and public purposes. In this spirit, in enacting the 1985 FLSA Amendments, Congress sought to ensure that true volunteer activities are neither impeded nor discouraged. Congress, however, also wanted to minimize the potential for abuse or manipulation of the FLSA's minimum wage and overtime requirements in "volunteer" situations.

Section 3(e)(4)(A) of the FLSA and 29 C.F.R. §§ 553.101 and 553.103 (copies enclosed) indicate that an individual is a volunteer, not an employee of a public agency, when the individual meets the following criteria:

1. Performs hours of service for a public agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services rendered. Although a volunteer can receive no compensation, a volunteer can be paid expenses, reasonable benefits or a nominal fee to perform such services;
2. Offers services freely and without pressure or coercion, direct or implied, from an employer; and
3. Is not otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer.

Please be assured that this Administration fully supports volunteerism and is committed to working with organizations like yours to ensure that citizens are able to volunteer freely their services for charitable and public purposes consistent with the law.

Your letter posits factual circumstances that test whether volunteer status is jeopardized. The first series of questions -- questions 1 through 9 -- concerns payments that a public agency may provide a volunteer. We will address these questions under Scenario 1, below. The second

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series of questions -- questions 11, 14 and 15 -- goes to the issue of providing the "same type of services" to the "same public agency."<sup>1</sup> We will address these questions under Scenario 2, below.

### Scenario 1

1. An individual serves as a volunteer firefighter for County A.
2. County A provides the volunteer with some monetary payment (or tax relief) calculated on a yearly, monthly, shift, or on-call basis.
3. The payment (or tax relief) varies based on factors such as the amount of time spent on the activities, length of service, number of calls, and number of shifts, but is not linked to expenses incurred by the volunteer.

Each question asks whether the particular payment negates volunteer status.

Section 3(e)(4)(A)(i) and the implementing regulations at 29 C.F.R. § 553.106 (copy enclosed) provide that a volunteer may only be paid expenses, reasonable benefits, or a nominal fee, or any combination thereof, without losing volunteer status. Examples of permissible expenses or benefit payments are described as a payment for expenses, such as dry cleaning; an allowance for a requirement, such as a uniform; reimbursement for an out-of-pocket expense, such as transportation; a payment to provide materials, such as supplies; or a payment for benefits, such as participation in group insurance plans. See 29 C.F.R. § 553.106(a)-(d).

Section 553.106(e) discusses what constitutes a nominal fee and the various factors to consider in determining whether a stipend is nominal. In the preamble to this provision of the regulation, the Department stated, "whether a specific amount is 'nominal' depends on the economic realities of the situation and that no guidelines on specific amounts applicable to all (or even most) possible situations can be provided." See 52 Fed. Reg. 2012, at 2021 (Jan. 16, 1987) (copy enclosed).

While the statute and the implementing regulations do not define what constitutes a "nominal fee," the regulations provide guidance for determining whether a fee is nominal and permissible. If a fee is not nominal, then the individual does not qualify as a volunteer and is considered an employee who is covered by the FLSA minimum wage and overtime provisions. The factors to examine in making a determination of whether an amount is nominal include, but are not limited to: (1) the distance traveled and the time or effort required of a volunteer; (2)

<sup>1</sup> In a conversation with our staff subsequent to your letter, you withdrew original questions 7, 8, 10, 12, and 13 and replaced them with two new questions. These new questions are reproduced here as new questions 7 and 8. There are no longer any questions 10, 12, or 13.

the availability -- limited or unlimited -- of a volunteer to provide services; and (3) the basis -- as needed or throughout the year -- on which a volunteer agrees to perform services. *See* 29 C.F.R. § 553.106(e). These factors focus upon whether the fee is actually more analogous to a payment for services or recompense for something performed and, hence, not nominal. Thus, to the extent that payments are tied to productivity (*e.g.*, payment of hourly wages for services rendered), are similar to “piece rates” or are comparable to “production bonuses,” there is a greater likelihood that such fees are not nominal. However, as noted in the preamble to section 553.106(e), almost 30 percent of all volunteer firefighters are paid a small fee for each fire call to which they respond, and the rule was not intended to invalidate that model. *See* 52 Fed. Reg. 2012, at 2021. Moreover, consistent with the discussion of factors to be considered (*e.g.*, distance traveled, time and effort expended, around-the-clock versus limited availability, throughout the year versus upon request), compensation “per call” or other similar bases may be acceptable so long as they may fairly be characterized as tied to the volunteer’s sacrifice rather than productivity-based compensation. Accordingly, nothing in the statutory language would directly preclude the payment of nominal per call or even per shift fees to volunteer firefighters as section 553.106(e) specifically provides that a nominal fee can be paid on a “per call” or similar basis for volunteer firefighters.

Please also see Wage and Hour Opinion Letter FLSA2005-51 (Nov. 10, 2005) (copy enclosed) that contains a recent discussion of the Department’s consideration of what payment constitutes a nominal fee for determining an individual’s volunteer status. That opinion letter expounds upon the “economic realities” test in the context of school systems and those volunteering by assisting with extra-curricular activities, such as coaching sports or sponsoring various clubs. Specifically, this letter states that when a public agency employee volunteers as a coach or extracurricular advisor, the Department will presume the fee paid is nominal as long as the fee does not exceed 20 percent of what the public agency would otherwise pay to hire a full-time coach or extracurricular advisor for the same services. This 20 percent rule is derived from the FLSA and implementing regulations. *See* Wage and Hour Opinion Letter FLSA2005-51 (“The FLSA and the implementing regulations use a 20 percent test to assess whether something is insubstantial with regard to prohibited driving on public roadways by employees who are 17 years of age.”). A willingness to volunteer for 20 percent of the prevailing wage for the job is also a likely indication of the spirit of volunteerism contemplated by the 1985 amendments to the FLSA. We believe this interpretation of “nominal fee” applies equally in the context of firefighters.

Finally, the regulations instruct that any nominal fees must be considered in the context of any other benefits or expenses paid and the economic reality of the particular situation. Indeed, section 553.106(f) sets forth the “economic realities” test, which specifically provides that the determination of whether the expenses, benefits or fees would preclude an individual from qualifying as a volunteer under the FLSA must be made by examining the total amount of payments in the context of the economic realities of a particular situation. As your letter is

silent on whether any other expenses and/or benefits are paid, the Department assumes there are no other benefits or expenses beyond the payments described in the questions.

The probative facts as we see them for each hypothetical question are set out below:

**Q.1** The volunteer is paid \$1,200 per year regardless of the number of shifts or amount of time spent responding to calls. On average the volunteer staffs a minimum of 24 shifts and/or spends a minimum of 60 hours responding to calls annually.

**Q.2** The volunteer is paid \$100.00 per month regardless of the number of shifts or amount of time spent responding to calls. On average the volunteer staffs a minimum of 4 shifts and/or spends a minimum of 8 hours responding to calls monthly.

**Q.3** The volunteer is paid \$100.00 per month so long as the volunteer staffs a minimum of 2 shifts and/or spends a minimum of 5 hours responding to calls during the month. Additional payments of \$25.00 are made for each additional shift over 4 during the month and/or for every 2.5 hours spent responding to calls exceeding 12 hours during the month.

**Q.4** The volunteer is paid \$25.00 (or \$30.00 or \$40.00) for each four-hour block of time regardless of the actual amount of time below four hours spent at the station house or responding to calls.

**Q.5** The volunteer is paid \$20.00 for each shift regardless of the length of the shift or the time spent responding to calls. On average, the volunteer works a 6 hour shift and/or spends 2 hours per shift responding to calls.

**Q.6** The volunteer is paid \$25.00 if the volunteer staffs a shift of at least 8 hours and/or spends 2.5 hours responding to calls. An additional \$15.00 per shift is paid if the shift exceeds 8 hours or responds to calls over 5 hours during a single shift.

**Q.7** An individual serves as a volunteer firefighter in Indiana. Indiana Code 36-8-12 defines “nominal” as an annual payment of not more than twenty thousand dollars (\$20,000). The volunteer is paid an annual fee of \$15,000. On average, the volunteer spends at least 3,000 hours per year waiting and responding to calls.<sup>2</sup>

**Q.8** The volunteer is paid a stipend of \$20.00 per shift regardless of the length of the shift or the amount of time spent responding to calls during the shift. For every consecutive year of volunteer service in which the volunteer has staffed not less than 12 shifts per year, the volunteer is granted an additional stipend of \$1.00 per shift regardless of the time spent

<sup>2</sup> In a conversation with our staff subsequent to your letter, you withdrew questions 7, 8, 10, 12, and 13 and replaced them with two new questions. These new questions are reproduced here as new questions 7 and 8.

responding to calls.

**Q.9** The volunteer is provided with \$1,500.00 personal property tax relief annually during the term of their volunteer service.

These questions, with the exception of question 9, specify payments to be made to the volunteer per shift, month, or year and the average number of shifts, calls, and/or hours worked by the volunteer. In some instances, additional payments are made if additional time above the required minimum is spent on shift or responding to calls. In other instances, payment increases depending on the number of years volunteered. Assuming there are no other payments or benefits provided and no other facts that bear on the question (out-of-pocket expenses, travel costs, uniform maintenance, etc.), these payments may qualify as nominal fees under § 553.106.

Generally, a key factor in determining if a payment is “substitute for compensation” or “tied to productivity” is “whether the amount of the fee varies as the particular individual spends more or less time engaged in the volunteer activities.” Wage and Hour Opinion Letter FLSA2005-51. If the amount varies, it may be indicative of a substitute for compensation or tied to productivity and therefore not nominal. *See id.*; *see also* 29 C.F.R. § 553.106(e). However, as noted above, there is a specific allowance for volunteer firefighters to be paid on a “per call” or similar basis consistent with certain factors denoting the relative sacrifice of the volunteer. *See* 29 C.F.R. § 553.106(e). Due to this specific allowance, and assuming there are no other facts showing that the payments in your hypothetical situations are a substitute for compensation or tied to productivity, it still must be determined if the payments are nominal amounts.

Applying the recent interpretation of “nominal fee” in Wage and Hour Opinion Letter FLSA2005-51, generally an amount not exceeding 20 percent of the total compensation that the employer would pay to employ a full-time firefighter for performing comparable services would be deemed nominal. Thus, in questions 1 through 6, a nominal fee could be 20 percent or less of the total compensation that County A would pay for the same services. Assuming the fee is determined to be nominal, it is less relevant whether it is paid on an annual, monthly or daily basis.<sup>3</sup> As was stated in Wage and Hour Opinion Letter FLSA2005-51, the market information necessary to complete this good faith determination is generally within your members’ knowledge and control. Any full-time firefighter a particular fire department has on its payroll would be a good benchmark for this calculation. Absent such information, a fire department or similar entity may look to information from neighboring jurisdictions, the state, or ultimately, the nation, including data from the Department of Labor, Bureau of Labor Statistics. Thus, for example, if a volunteer staffs three shifts during a month, a nominal fee should not exceed 20 percent of what it would cost to employ a full-time firefighter to staff a period to cover the

<sup>3</sup> The Department has withdrawn Wage and Hour Opinion Letters September 17, 1999, April 2, 1992, and July 15, 1988 to the extent they are inconsistent with the interpretation of nominal fee in this opinion.

equivalent of the three shifts.

Question 7 involves \$15,000 per year for volunteers who on average spend at least 3,000 hours waiting for or responding to calls. Assuming the payment does not vary depending on the productivity of the volunteer or whether the volunteer spends more or less time on volunteer activities, the payment of \$15,000 might qualify as “nominal” under the 20 percent rule if County A would otherwise need to pay \$75,000 or more to hire a full-time firefighter to perform the same services. However, it is unlikely that 3,000 hours of service (50+ hours per week) is “volunteering” rather than employment. Indeed, without knowing additional facts and circumstances about the economic realities of the locality, a payment of \$15,000 for 3,000 hours of volunteer services arguably constitutes compensation for a full-time job rather than a “nominal fee” for volunteering.

Similarly, Question 8 involves increased payment for every year the volunteer staffs a requisite number of shifts. Without additional facts, we are unable to say definitively whether this increased payment represents compensation via a seniority or productivity system based on services rendered, and is thus not permitted, or, applying the test described above, is a “nominal fee” for volunteerism.

Question 9, involving tax relief of \$1,500 on personal property taxes, would appear to constitute a permissible “reasonable benefit” and thus need not be evaluated as a “nominal fee.” Provision of such a benefit will not, in and of itself, preclude bona fide volunteer status.

### Scenario 2

You have also posed questions similar to those raised in your letter of September 16, 2002, which we responded to in April 2003, that concern whether the volunteer services are for the same public agency and/or are the same type of services the volunteer is employed by that public agency to provide. *See* Wage and Hour Opinion Letter FLSA2003-2 (Apr. 14, 2003) (copy enclosed). Questions 11, 14, and 15 all concern these issues. We assume for each Question that the person is providing volunteer services for civic, charitable or humanitarian purposes and without any expectation or receipt of compensation and the services are volunteered without any pressure or coercion from an employer. You posit the following facts:

1. The individual in question is employed by County A, a public agency.
2. The individual seeks to volunteer either for County A, a public agency, or a joint powers board funded by both City A and County A.

In order to determine whether a person is a bona fide volunteer under section 3(e) of the FLSA (copy enclosed), if the volunteer is employed by a public agency it is necessary to assess

whether the volunteer is employed by the same agency for whom the services are provided **and** the services provided are the same services the volunteer is employed to provide. As noted in Wage and Hour Opinion Letter FLSA2003-2, if an individual is not employed by the **same public agency** (what you call the “who is an employer” question), then it is not necessary to examine the nature of the services provided (what you call the “what are the same type of services” question). Similarly, if the individual does not perform the **same type of services** for the public agency, there is no need to examine the relationship of the agency receiving the individual’s volunteer services to the individual’s employer.

As stated in our prior opinion letter, whether two entities of a local government constitute the same public agency can only be determined on a case-by-case basis. Among the factors to be considered is whether the Census of Governments issued by the Bureau of the Census, U.S. Department of Commerce, treats the two agencies separately for statistical purposes. *See* 29 C.F.R. § 553.102 (copy enclosed). In addition to the Census of Governments, the attached Wage and Hour Opinion Letter FLSA2002-3 (June 7, 2002) provides a framework for making such a determination and identifies factors that are relevant to the determination. As indicated in Wage and Hour Opinion Letter FLSA2003-2, there are a number of relevant factors to consider, such as: whether the two agencies have separate payroll and retirement systems; whether they both have the authority to sue and be sued in their own names; whether they have separate hiring and other employment practices; and how they are treated under state law. *See also* Wage and Hour Opinion Letter FLSA2006-13 (Apr. 28, 2006) (City firefighters may volunteer to County Fire Protection District that has separately elected Board; separate funding sources; separate payroll, benefits and retirement systems; can levy taxes and exercise eminent domain; can sue and be sued; and is treated separately by the Census) (copy enclosed).

If those other factors demonstrate that the agencies should be treated as separate entities, or if the Census of Governments treats the agencies described in questions 11, 14 and 15 as separate agencies, then our opinion is that they are not the same employer and an employee of one could volunteer to provide services of any nature for the other public agency.

Even if the public agency for which the person seeks to volunteer is the volunteer’s employer, volunteer services may still be provided so long as the services are not the same type of services the volunteer is employed to provide. For instance, a firefighter may not volunteer as a firefighter for the same public agency. On the other hand, an employee of the city parks department may offer to volunteer as a firefighter, or a police officer may volunteer to referee in a basketball league sponsored by his employing city. *See* 29 C.F.R. § 553.103.

Much like the determination of “same public agency,” whether the service the volunteer seeks to provide is the “same type of services” the individual is employed to perform can only be determined after “consideration of all the facts and circumstances in a particular case[.]” *See* 29 C.F.R. § 553.103(a). The regulations define “same type of services” to mean similar or

identical services. *Id.* Among the facts considered is how the volunteered services and the services that the volunteer is employed to provide are classified by the three digit categories of occupations in the *Dictionary of Occupational Titles*. Further, in addition to the *Dictionary of Occupational Titles*, one must also consider whether the volunteer services are “closely related to the actual duties performed by or responsibilities assigned to the employee.” *Id.* An additional source of information about occupational categories is found in O\*NET, available at <http://www.doleta.gov/programs/onet/>. The O\*NET system, created and maintained by the Department of Labor’s Employment and Training Administration, is a unique, powerful source for continually updated information on skill requirements and occupational characteristics.

With these qualifications in mind, we will now address in turn each question under Scenario 2.

**Q.11** An individual is employed as a mechanic by the County A Parks Department. He also volunteers as a firefighter for the County Fire and Rescue Department, a joint powers board funded by County A and City A. He is granted paid leave while responding to calls as a volunteer.

**A.11** This scenario resembles that outlined in your September 16, 2002, letter which the Department answered in Wage and Hour Opinion Letter FLSA2003-2. As discussed more fully therein, the determination of whether the mechanic is a bona fide volunteer turns in part on whether the County A Parks Department and the County A Fire and Rescue Department are the same public agency. We refer you to the discussion of the factors to consider in making this determination as outlined in Wage and Hour Opinion Letter FLSA2003-2.

Assuming the County A Parks Department and the Fire and Rescue Department are separate agencies, the fact that the Parks Department allowed its employee to cease his usual duties to respond to fire calls and paid the employee for his normal work hours spent on such calls, would not make the mechanic an employee of the Fire and Rescue Department. However, such special leave would be compensable hours worked for the Parks Department and would have to be counted when computing total hours worked for the Parks Department for purposes of overtime. If the employee substitutes paid personal leave earned with the Parks Department -- which the employee may use as the employee sees fit, including for time spent as a volunteer firefighter -- for the time off spent in volunteer activities, then the individual’s status as a bona fide volunteer to the Fire and Rescue Department is not jeopardized and the hours would not be compensable hours worked for the Parks Department for overtime purposes.

Conversely, as explained in Wage and Hour Opinion Letter FLSA2003-2, if the County Parks Department and the Fire and Rescue Department are part of the same public agency, and the County grants special leave for the hours the employee works as a firefighter without requiring him to use his personal accrued leave (which would be considered compensable hours worked for the County as discussed above), then the County employs him as both a mechanic and as a

firefighter. In essence, because the County releases him from his normal mechanic duties and shift only if he spends the specified time performing alternative firefighting duties and pays him wages for the time worked, he is employed by the County as both a full-time mechanic and as a part-time firefighter. Therefore, such time would be compensable hours worked for the County Parks Department and would have to be counted when computing total hours worked for purposes of overtime. Moreover, he would not be able to serve additional hours as a “volunteer” firefighter for the County because of the statutory prohibition against an employee volunteering to his own agency to perform the same type of services he is employed to perform. However, even if the Park Department and Fire and Rescue Department are not separate agencies, if the employee substitutes paid personal leave earned – which the employee may use as the employee sees fit, including for time spent as a volunteer firefighter – for the time off spent in volunteer activities that are not the “same type of service,” then the individual’s status as a bona fide volunteer is not jeopardized and the hours would not be compensable hours worked for the Parks Department for overtime purposes.

**Q.14** Firefighter, cross-trained and licensed as an EMT/paramedic, is employed by County A Fire and Rescue Department. The Fire and Rescue Department is not licensed to nor does it provide advanced life support, although it does respond to medical emergencies, accidents, and fires as first responders. The County A Department of Emergency Medical Services is licensed and required to provide advanced life support services as first responders. Firefighter serves as a volunteer EMT/Paramedic for the County A Department of Emergency Medical Services.

**A.14** Similar to question 11, the determination of whether the firefighter, who is cross-trained and licensed as an EMT/Paramedic, is a bona fide volunteer turns in part on whether the County A Fire and Rescue Department and the County A Department of Emergency Medical Services are the same public agency. Again, we refer you to the discussion of this question in Wage and Hour Opinion Letter FLSA2003-2. Generally, “the government of a political subdivision, e.g., county, city, etc., with all of its departments and agencies, constitutes a single employer under the Act.” Field Operations Handbook § 10c11(a) (copy enclosed). Although somewhat limited, it appears likely that the regulations provide that “[p]ublic safety employees taking on any kind of security or safety function within the same local government are never considered to be employed in a *different capacity*.” 29 C.F.R. § 553.30(c)(3) (copy enclosed). This is based on the 1985 legislative history instructing the Department to interpret the phrase working in a different capacity “in the strictest sense” with regard to public safety employees. See House Report No. 99-391, October 24, 1985, p. 25; Wage and Hour Opinion Letters FLSA2004-26NA (Oct. 29, 2004) and FLSA2004-25NA (Oct. 22, 2004) (copies enclosed). Therefore, we have previously concluded that an individual employed as a fire marshal could not volunteer as a firefighter for the same employer (Wage and Hour Opinion Letter September 3, 1999) (copy enclosed), and that firefighter/EMS employees could not volunteer as tactical EMS medics for their employer’s police department SWAT team (see Wage and Hour Opinion Letter August 19, 1999) (copy enclosed).

Your letter provides no specific information regarding whether state law and the Census treat the County A Department of Emergency Medical Services as a separate public agency, including whether its payroll retirement and other personnel systems are separate, and whether it may sue and be sued in its own name. Additionally, you provide no evidence concerning the extent to which the County A Fire and Rescue Department exercises day-to-day control, if at all, over the volunteer services provided to the County A Department of Emergency Medical Services. Consequently, we are unable to determine if the entities should be considered the same public agency. If the agencies are determined to be separate public agencies under the FLSA, it is not necessary to determine if the individuals perform the same type of services.

However, in the event the agencies were not separate, while your scenario provides that there are some differences in the type of services provided in each role, there is insufficient information on the total scope of services in each role to make a “same type of services” determination, and, consequently, we are unable to provide a definite response to this question for that reason also.

**Q.15** Police Officer is employed by County A Bureau of Police, where he responds to medical emergencies, accidents, and fires as a first responder but provides no medical or life support. The Police Officer also volunteers for County A Fire and Rescue Department (a joint powers board of County A and City A) where he responds to medical emergencies, accidents and fires and provides medical and other life support.

**A.15** Again, the determination of whether the police officer, who is a first responder, is a bona fide volunteer turns in part on whether the person is volunteering for the same public agency that employs the individual as a police officer and, if so, whether the volunteered services are the same as those the person is employed to provide. We refer you to the discussion of the factors to consider in making this determination as outlined in Wage and Hour Opinion Letter FLSA2003-2. Again, a “same type of services” determination can be made only after an examination of all the facts and circumstances of a particular case. We assume that, even though both agencies respond to the same types of emergencies, the Bureau of Police does not provide medical or life support services that the Fire and Rescue Department provides. It is our general position that the definition of “same type of services” typically allows for a determination that police and firefighters provide a different type of service, consistent with their different *Dictionary of Occupational Titles* categories. As explained in Wage and Hour Opinion Letter FLSA2003-2, merely responding to the same emergencies, such as traffic accidents and fire calls, or acting as a medical first responder on occasion will typically not change the inherent difference in the two occupations. Accordingly, while we believe, for the reasons cited, that the police officer described in your scenario probably may volunteer as a firefighter without incurring FLSA wage liability, without more information on the relationship of the agencies, we are constrained in providing a definitive answer on this question.

## Appendix

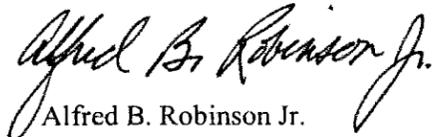
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We are also enclosing a copy of Wage and Hour Opinion Letter July 7, 1999 that addresses issues very similar to those raised in this and your September 16, 2002 letter. This letter may provide further guidance to you and your members concerning the volunteer issue.

This opinion is based exclusively on the facts and circumstances described in your request and is given based on your representation, express or implied, that you have provided a full and fair description of all the facts and circumstances that would be pertinent to our consideration of the question presented. Existence of any other factual or historical background not contained in your letter might require a conclusion different from the one expressed herein. You have represented that this opinion is not sought by a party to pending private litigation concerning the issue addressed herein. You have also represented that this opinion is not sought in connection with an investigation or litigation between a client or firm and the Wage and Hour Division or the Department of Labor.

We trust you will find the above discussion and analysis responsive to your request.

Sincerely,



Alfred B. Robinson Jr.  
Acting Administrator

Enclosures:

FLSA section 3(e)  
29 C.F.R. §§ 553.30, 553.100-.106  
52 Fed. Reg. at 2018, 2021 (Jan. 16, 1987)  
Wage and Hour Opinion Letters FLSA2006-13 (Apr. 28, 2006); FLSA2005-51 (Nov. 10, 2005); FLSA2004-26NA (Oct. 29, 2004); FLSA2004-25NA (Oct. 22, 2004); FLSA2003-2 (Apr. 14, 2003); FLSA2002-3 (June 7, 2002); September 3, 1999; August 19, 1999; and July 7, 1999  
Field Operations Handbook § 10c11(a)

U.S. Department of Labor

Employment Standards Administration  
Wage and Hour Division



JUL - 7 1999

Dear :

I am pleased to respond to your request to the Department of Labor to explain how the Fair Labor Standards Act (FLSA) would apply in several hypothetical situations.

The FLSA contains only one specific provision regarding volunteers which prohibits an employee of a public agency from "volunteering" additional time to perform the same type of services which the individual is employed to perform for such public agency. This provision is found in the statutory definition of "employee," in section 3(e)(4) of the FLSA (29 U.S.C. Sec. 203(e)(4)). This provision was the result of carefully-constructed, bipartisan, consensus legislation enacted in the 1985 Amendments to the FLSA, which garnered the support of the U.S. Conference of Mayors, the National League of Cities, the National Association of Counties, the National Conference of State Legislators, the AFL-CIO and the Fraternal Order of Police.

The FLSA recognizes the generosity and public benefits of volunteering, and does not pose obstacles to *bona fide* volunteer efforts for charitable and public purposes except in very limited circumstances. In this spirit, in enacting the 1985 FLSA Amendments, the Congress sought to ensure that true volunteer activities were neither impeded nor discouraged. Congress was equally clear, however, that it recognized and wanted to minimize the very real potential for abuse or manipulation of the FLSA's minimum wage and overtime requirements, which has not diminished since Congress first debated this issue. To this end, Congress narrowly constrained the circumstances in which individuals may volunteer services to a public agency by which they are employed: (1) the individual may receive no compensation, or is paid only expenses, reasonable benefits or a nominal fee, and (2) the volunteer services may not be the same services as those which the individual is employed to perform for his or her employer.

These narrow constraints offer public sector employees a vast array of opportunities to serve their communities as volunteers. A county sheriff, for example, may volunteer in a search and rescue capacity for surrounding jurisdictions or for neighboring cities or counties. A fire fighter may volunteer his or her services to a church, hospital, civic or

*Working for America's Workforce*

## Appendix

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charitable organization in any capacity, or to any other public agency or even – in some circumstances – to the fire department. In situations where the Department has found certain volunteer activities to be compensable work activities, the duties being performed were essentially the same as or directly related to the employees' official duties and were being performed for the same employer in direct violation of the FLSA. For example, emergency medical technicians (EMTs) employed by a county may not volunteer in their off-duty hours as EMTs for the same county's rescue squad without compensation. Professional fire fighters are not permitted to perform volunteer fire fighting duties without pay for the same city or county which employs them.

This is not to say, however, that every volunteer activity, however remotely related to an employee's official duties, falls into the category of compensable work activity. For example, a police officer who volunteers as a referee for city-league basketball games or who helps out in clean-up after a flood or hurricane, or who takes a child to a ball game in his or her off-duty time or who serves as a trip chaperone for school activities is performing an activity outside of the constraints of the law. The narrow limitation of the FLSA on public employees volunteering additional hours of service to their employer in the same capacity as they are employed to do is a wise and appropriate policy to protect against the real potential for abuse, which is not present in the examples just discussed, and should be retained.

Any determination of volunteer status (as opposed to "hours worked") depends on the specific facts of the situation. Many of the scenarios presented in your letter did not contain sufficient detail to render an opinion as to the status of the individual. In such instances, in order to provide a full response, we have made certain additional factual assumptions as reflected in our responses in the enclosure.

The responses provided in the enclosure are based exclusively on the facts and circumstances described in your request. Existence of any other factual or historical background not contained in your request might require a different conclusion than the one expressed herein.

If you have further questions or need additional information in this matter, please do not hesitate to contact me.

Sincerely,

  
John R. Fraser  
Deputy Administrator

Enclosure

Enclosure to the response to the Subcommittee on Workforce Protections, Committee on Education and the Workforce

Q1. An individual is employed by the City A Parks Department in a non-fire fighting position. The individual also serves as a volunteer fire fighter with the City A Volunteer Fire Department. Is the individual a *bona fide* volunteer?

A1. An individual employed by a City Parks department in a non-fire fighting position who volunteers to the same City's Volunteer Fire Department as a fire fighter may qualify as a *bona fide* volunteer. The volunteer activities are not in the same capacity as the individual's employment. The individual may only receive payment for expenses, reasonable benefits, a nominal fee, or any combination without jeopardizing his or her status as a volunteer.

Q2. An individual is employed as a professional paid fire fighter with the City A Fire and Rescue Department, a combination department which utilizes both professional paid and professional volunteer fire fighters. The individual also serves as volunteer fire fighter with the City A Fire and Rescue Department. Is the individual a *bona fide* volunteer?

A2. An individual employed as a paid professional fire fighter with a City Fire and Rescue Department may not volunteer his or her services as a fire fighter to the City Fire and Rescue Department. Pursuant to §203(e)(4)(A), public sector employers may not allow their employees to volunteer to them, without appropriate compensation, additional time to do the same work for which they are employed.

Q3. An individual is employed as a professional paid fire fighter of Fire District No. 1, in County A. Fire District No. 1 has a mutual aid agreement with Fire District No. 2, in County B. The individual also serves as a volunteer fire fighter with Fire District No. 2. Is the individual a *bona fide* volunteer?

A3. A professional paid fire fighter employed by Fire District No. 1 in County A may volunteer as a fire fighter to Fire District No. 2 in County B, a separate employer or public agency. The existence of a mutual aid agreement between the Fire Districts would not change the volunteer nature of the service.

Q4. An individual is a professional paid fire fighter with the County A Fire and Rescue Department. County A staffs the apparatus at fifteen separate, independently chartered fire and rescue departments with professional paid fire fighters. The separate, independently chartered fire and rescue departments are not "public agencies" under the FLSA. The separate, independently chartered fire and rescue departments each have their own *bona fide* volunteers who staff additional apparatus, and supplement the professional paid staff on the main apparatus. The individual also serves as a volunteer fire fighter with one of the separate, independently chartered fire and rescue departments. Is the individual a *bona fide* volunteer?

## Appendix

A4. This question, as well as questions 5 and 13, raise the same general issue of whether a professional public agency fire fighter may volunteer his or her time to perform the same fire fighter/EMT services for a private, non-profit fire corporation or rescue squad that serves the same geographic area. In a recent decision in Benshoff v. City of Virginia Beach, 1999 WL 371592 (4th Cir. 1999), the court addressed facts similar to those presented in question 13. The court ruled, under the facts of that particular case, that City fire fighters who were cross trained as EMTs were not employees of the City entitled to compensation when they voluntarily performed additional hours as EMTs within the City's jurisdiction for non-profit, separately incorporated rescue squads.

The court recognized, however, that the analysis of whether an individual is an employee or a volunteer must be made on a case-by-case basis, due to the very fact dependent nature of each situation. In cases where there is sufficient integration of operations and control of the operations of the non-profit fire corporation or rescue squad by the public agency, so that a joint employment relationship exists, the court acknowledged that the fire fighters would be performing the same services for their public agency employer as they are hired to perform. In such a situation, the fire fighter/EMT activities would not be recognized as *bona fide* volunteer activities under the FLSA.

The Benshoff decision was issued on June 8, 1999, and we are still analyzing the court's opinion. In addition, the decision may still be subject to a request for further review by the Supreme Court. Thus, we are still evaluating the circumstances in which professional public agency fire fighters may volunteer their services to a non-profit fire corporation serving the same jurisdiction, where there is a significant level of integration of operations and control of the operations of the non-profit by the public agency.

Q5. An individual is a professional paid fire fighter with the County A Fire and Rescue Department. The County A Fire and Rescue Department operates 20 stations, 10 owned by County A and 10 owned by independently incorporated volunteer fire and rescue departments. County A contributes funds to all 10 independently incorporated volunteer fire and rescue departments, and professional paid County A fire fighters staff apparatus at all 20 stations. The 10 independently incorporated volunteer fire and rescue departments own the buildings and the apparatus at their stations. The independently incorporated volunteer fire and rescue departments each have their own *bona fide* volunteers who staff additional apparatus, and supplement the professional paid staff on the main apparatus. The individual also serves as a volunteer fire fighter with one of the independently incorporated volunteer fire and rescue departments. Is the individual a *bona fide* volunteer?

A5. See A4 above.

Q6. An individual is employed as a deputy sheriff with the County A Sheriff's Department. The County A Fire and Rescue Department, a combination department, is a joint powers board which is funded by both City A and County A. As a result, County A

and the joint powers board share the same tax base. The individual also serves as a volunteer fire fighter with the County A Fire and Rescue Department. Is the individual a *bona fide* volunteer?

A6. Employees may volunteer hours of service to their public employer or agency provided such services are not the same type of services which the individual is employed to perform for such public agency. A police officer, whose job does not involve fire fighting training or skills, may volunteer as a fire fighter to fight fires for the same public employer. Similarly, a fire fighter whose duties do not include law enforcement functions may volunteer as a police reservist to his or her same public agency employer.

Q7. An individual is employed as a professional paid fire fighter with the County A Fire and Rescue Department. The County A Fire and Rescue Department, a combination department, is a joint powers board which is funded by both City A and County A. As a result, County A and the joint powers board share the same tax base. The individual also serves as a volunteer deputy sheriff on the County A Sheriff's Department Search and Rescue Team. Is the individual a *bona fide* volunteer?

A7. See A6 above.

Q8. An individual is employed as a professional paid fire fighter, cross-trained for fire fighting and emergency medical services, with the County A Fire and Rescue Department. The County A Fire and Rescue Department, a combination department, is a joint powers board which is funded by both City A and County A. As a result, County A and the joint powers board share the same tax base. The individual also serves as a volunteer emergency medical technician with the City A Volunteer Ambulance Squad. Is the individual a *bona fide* volunteer?

A8. A paid professional fire fighter, who is cross-trained for fire fighting and emergency medical services, is employed by a County Fire and Rescue Department. The individual wishes to volunteer as an emergency medical technician (EMT) with a City Fire and Rescue Squad. The County's Fire and Rescue Department is a joint powers board which is funded by both the City and County. As a result, the County and the joint powers board share the same tax base. EMT services performed for the City Fire and Rescue Squad by the County's fire fighter/emergency medical services employee would be permissible volunteer activities, provided that the County Fire and Rescue Department and the City Fire and Rescue Squad are separate public agencies (assuming that the joint powers board serves merely a financial function and does not coordinate or control the activities of either the County Fire and Rescue Department or the City Fire and Rescue Squad).

Q9. An individual is employed as a mechanic by the County A Parks Department. The County A Fire and Rescue Department, a combination department, is a joint powers board which is funded by both City A and County A. As a result, County A and the joint powers board share the same tax base. The individual also serves as a volunteer fire fighter with the County A Fire and Rescue Department. The individual is granted paid

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leave from his job in order to respond as a volunteer fire fighter. However, the individual is not paid for services as a volunteer fire fighter with the County A Fire and Rescue Department at any time. Is the individual a *bona fide* volunteer?

A9. An individual employed as a mechanic by the County Parks Department wishes to serve as a volunteer fire fighter with the County Fire and Rescue Department. The individual receives no compensation from the County Fire and Rescue Department but is granted leave from his job with the County Parks Department to volunteer as a fire fighter. Assuming that the granting of leave by the County Parks Department means the employee is able to use his or her personal leave or time off, in such a situation the individual would be considered a *bona fide* volunteer because his volunteer service is in a different capacity than his normal job, and he is not paid for his volunteer service.

Q10. An individual is employed as a junior high school teacher at County A Junior High School. The County A Fire and Rescue Department, a combination department, is a joint powers board which is funded by both City A and County A. As a result, County A and the joint powers board share the same tax base. The individual also serves as a volunteer fire fighter with the County A Fire and Rescue Department. In addition, the individual serves as volunteer coordinator of the County A Fire and Rescue Department's Cadet Program, which is made up of student volunteers from County A High School. Is the individual a *bona fide* volunteer?

A10. A junior high school teacher employed by the County serves as a volunteer fire fighter with the County Fire and Rescue Department. In addition, the junior high school teacher serves as volunteer coordinator of the County Fire and Rescue Department's Cadet Program, which is made up of student volunteers from the County high school. It appears that the junior high school teacher is volunteering in a capacity different than that in which he is employed, which would be permissible under the FLSA.

Q11. An individual is employed as a professional paid fire fighter for the City A Fire Department. City A and County A are both supported by County A's tax base, and County A tax revenues fund the City A Fire Department, even though City A is incorporated independently of County A. The individual also serves as a volunteer fire fighter with the Wildcat Volunteer Fire and Rescue Department, a County A-supported independent all-volunteer fire department located in County A but outside City A. Is the individual a *bona fide* volunteer?

A11. A paid professional fire fighter employed by the City Fire Department seeks to serve as a volunteer fire fighter to a Volunteer Fire and Rescue Department, which is an independent, all volunteer department supported by the County. The City and County are both supported by County's tax base, and County tax revenues fund the City Fire Department even though the City is incorporated independently of the County. Assuming that the entities are in fact separate and independent employers and that there is no integrated command and/or control between the entities, a City fire fighter may serve as a volunteer fire fighter to a County Fire and Rescue Department or to an independent Fire and Rescue Department operating outside the City.

Q12. An individual is employed as a police officer with the County A Bureau of Police. The County A Bureau of Police and the County A Bureau of Fire and Rescue, a combination department, are both part of the County A Public Safety Department. Police officers respond to fires, accidents, and medical emergencies as first responders, but do not perform basic or advanced life support. Volunteer fire fighters respond to accidents, crime scenes, and police actions, but have no law enforcement role. The individual also serves as a volunteer fire fighter with the County A Bureau of Fire and Rescue. Is the individual a *bona fide* volunteer?

A12. A police officer employed by the County Bureau of Police wishes to volunteer to the County Bureau of Fire and Rescue as a fire fighter. Both the County Bureau of Police and County Bureau of Fire and Rescue are part of the County Public Safety Department. Due to the shared responsibilities of the County Bureau of Police and the County Bureau of Fire and Rescue, it appears that the police officer would be performing the same type of services to his or her employer, which is contrary to Section 203(e)(4)(A) of the statute.

Q13. An individual is employed as a professional paid fire fighter-paramedic with the City A Fire and Rescue Department. In addition to the Fire and Rescue Department, City A maintains a Department of Emergency Medical Services which interacts with the City A Fire and Rescue Department and the 10 private rescue squads that serve City A residents. City A does not maintain a license to provide advanced life support, but each of the 10 private rescue squads do. City A fire fighters are not required to provide advanced life support while serving as a City A fire fighter, but may if they are also a paramedic with one of the 10 private rescue squads. Both City A fire fighters and private rescue squad personnel are often dispatched to medical emergencies, accidents, and fires. The activities of the 10 private rescue squads are coordinated by the City A Department of Emergency Medical Services, but the 10 private rescue squads are not governed or controlled by City A. Each private rescue squad has its own elected board, and City A maintains no control over those boards. The individual also serves as a volunteer paramedic with one of the 10 private rescue squads. Is the individual a *bona fide* volunteer?

A13. See A4 above.

Q14. An individual is employed as a professional paid paramedic with the County A Emergency Medical Service. City A is within County A. The City A Volunteer Rescue Squad provides first response, but not advanced life support, on emergency calls until an ambulance from the County A Emergency Medical Service arrives. The City A Volunteer Rescue Squad is supported by City A. City A is a city government for statistical purposes in the census of governments. The County A Emergency Medical Service is supported by County A. County A is a county government for statistical purposes in the census of governments. The individual is also a volunteer first responder for the City A Volunteer Rescue Squad. Is the individual a *bona fide* volunteer?

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A14. An individual employed as a professional paid paramedic with the County Emergency Medical Service wishes to serve as a volunteer first responder for a City Volunteer Rescue Squad. The City is a city government listed in the census of governments, is within the County, which is a county government in the census of governments. If, as we have assumed the Volunteer Rescue Squad is a public agency (i.e., an agency of the City government), the City and County are separate public agencies and the individual may volunteer without compensation in these circumstances.

Q15. An individual is employed as a professional paid fire fighter with the Independent Fire and Rescue Department. State law established the County A Fire Protection Authority, and empowered it to provide fire protection to all areas within County A. City A is within County A. The County A Fire Protection Authority may cause the establishment of fire and rescue departments and ensure their operating levels, but may not abolish fire and rescue departments. City A designated the Independent Fire and Rescue Department, a nonprofit organization, as its fire department. City A and the County A Fire Protection Authority determine the compensation to be paid to the Independent Fire and Rescue Department. The Independent Fire and Rescue Department owns five fire stations and all of its apparatus and equipment, and has entered into contracts with City A and County A to provide fire and rescue services. The individual also serves as a volunteer fire fighter for the Wildcat Volunteer Fire and Rescue Department, a County A-supported independent all-volunteer fire department in County A. Is the individual a *bona fide* volunteer?

A15. The City, within the County, has designated a non-profit Independent Fire and Rescue Department as its fire department. Both the County and City determine the compensation to be paid to Independent Fire and Rescue Department. The Independent Fire and Rescue Department has entered into contracts with the County and City to provide fire and rescue services. Another Volunteer Fire and Rescue Department is an independent all-volunteer fire department located in and supported by the County. The question posed is whether a professional paid fire fighter employed by Independent Fire and Rescue Department may volunteer as a fire fighter to the Volunteer Fire and Rescue Department in the County. Assuming that the Independent Fire and Rescue Department and the Volunteer Fire and Rescue Department in the County are separate and independent employers with minimal integration of command and control (and that the professional fire fighters are not all, in fact, employed by the Authority), the individual would be a *bona fide* volunteer when performing fire fighting activities for the Volunteer Fire and Rescue Department in the County.

Q16. An individual is employed as a professional paid fire fighter with the County A Fire and Rescue Department. The County A Fire and Rescue Department maintains a Swiftwater Rescue Team, which is staffed completely by volunteers and is led by a professional paid fire fighter with the rank of Captain. The individual also serves as a volunteer on the County A Fire and Rescue Department Swiftwater Rescue Team. Is the individual a *bona fide* volunteer?

A16. An individual employed as a professional paid fire fighter with the County Fire and Rescue Department wishes to serve as a volunteer to the County's Fire and Rescue Department Swiftwater Rescue Team. Because, it appears that the employee would be performing for his or her same employer the same services which he or she is employed to perform, the employee would have to be paid appropriate additional compensation when performing services for the Swiftwater Rescue Team.

Q17. An individual is employed as a civilian communications specialist with the City A Fire and Rescue Department, a combination department. The individual also serves as a volunteer fire fighter with the City A Fire and Rescue Department. Is the individual a *bona fide* volunteer?

A17. An individual employed as a civilian communications specialist with a City Fire and Rescue Department may volunteer as a fire fighter to the City Fire and Rescue Department. As defined in the Regulations, 29 CFR §553.210(c), fire protection activities do not include the so-called "civilian" employees of a fire department who engage in such support activities as those performed by dispatchers, alarm operators, apparatus and equipment repair and maintenance workers, clerks, stenographers, etc. Therefore, the fire fighting activities are not the same type of services which the individual is employed to perform.

Q18. An individual serves as a volunteer fire fighter for the County A Fire and Rescue Department. The County A Fire and Rescue Department pays its volunteer fire fighters \$7.50 for the first hour of service and \$5.00 for all subsequent hours. Is the individual a *bona fide* volunteer?

A18. A County Fire and Rescue Department pays its volunteers \$7.50 for the first hour of service and \$5.00 for all subsequent hours. The payments are compensation for services, rather than payment for expenses, benefits or fees. Therefore, an individual receiving such payments in exchange for performing fire and rescue services would be an employee entitled to appropriate compensation.

Q19. An individual serves as a volunteer fire fighter for the County A Fire and Rescue Department. County A Fire and Rescue Department volunteer fire fighters are granted benefits by the Department and the County. Is the individual a *bona fide* volunteer if granted:

- a. A monthly "pension plan" based upon a \$10.00 per year credit for each year of credited service?
- b. Life insurance?
- c. Disability insurance?
- d. Tax relief with respect to county vehicle licenses?
- e. Tax relief with respect to personal property taxes?
- f. A monthly payment of \$100, regardless of the number of calls received?
- g. No reimbursement for waiting time but \$5.00 per hour for each hour spent responding to a call?

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- h. \$5.00 per hour for each hour on shift at a fire station, regardless of the number of calls received?

A19. Volunteers may be paid expenses, reasonable benefits, a nominal fee, or any combination thereof, without losing their status as volunteers (see 29 CFR §553.106). Whether such payments would result in individuals losing their status as volunteers can only be determined by examining the total amount of payments made (expenses, benefits, fees) in the context of each particular situation.

Based on the information provided, we believe that, standing alone, payment into a monthly “pension plan” based on a \$10.00 per year credit for each year of credited service, life insurance and disability insurance are within the scope of allowable payments for expenses, benefits or fees. Such payments would not affect the otherwise *bona fide* status of a volunteer. To the extent the tax relief with respect to county vehicle licenses is limited to the licensing fees such payment would not affect the otherwise *bona fide* status of a volunteer. There is not enough information to determine the impact of tax relief with respect to personal property taxes.

Without more facts, we are unable to render an opinion with respect to a monthly payment of \$100.00, regardless of the number of calls received, because we have no information on the typical number of hours involved. We are also unable to render an opinion on the payment of \$5.00 for each hour spent responding to a call with no reimbursement for waiting time or a payment of \$5.00 per hour for each hour on shift at the station, regardless of the number of calls received, because we do not know the total time involved in the activity for which the payments are made.

When evaluating any particular set of facts, we must first determine whether a payment to an individual for services rendered is actually compensation, which is prohibited by the FLSA, or whether it is a payment of expenses, reasonable benefits, or a nominal fee (or a combination thereof), which is allowed by the FLSA without the individual losing his or her status as a volunteer. We evaluate expenses, benefits and fees both individually and collectively in the context of the total amount of payments made in each particular situation. Payments for expenses must reasonably approximate actual or out-of-pocket expenses incurred by an individual as an incident to providing the hours of volunteer services – for example, payment for the cost of meals and transportation expenses, uniform cleaning or equipment, or tuition to attend classes intended to teach the individual to perform the volunteer services efficiently. Payment of reasonable benefits might include group insurance plans (such as health, life, disability, workers’ compensation, or liability) or pension or retirement/investment funds or “length of service” awards traditionally provided to volunteers of State and local government agencies. A fee would not be considered nominal if it is, in fact, a substitute for compensation, or tied to productivity (e.g., payment of hourly wages for services rendered). This would not prevent, however, payment of a nominal amount on a per call or per assignment basis, for example, to volunteer fire fighters. Among the factors we examine to determine whether any given amount is nominal include the distance traveled and time and effort expended by the volunteer, whether the volunteer has agreed to be

available only during certain periods of time or around the clock, and whether he or she provides the services as needed or throughout the year. An individual who provides volunteer services periodically on a year-round basis may receive a nominal monthly or annual stipend or fee without losing volunteer status.

Q20. An individual was employed as a non-career fire fighter with the County A Fire and Rescue Department. The County A Fire and Rescue Department employed both career and non-career fire fighters. Career fire fighters staffed most shifts. Non-career fire fighters staffed shifts during the evenings, and on weekend days. The County A Fire and Rescue Department compensated non-career fire fighters at a rate of \$8.00 per hour. The County A Fire and Rescue Department then eliminated the non-career fire fighter position, and instead associated volunteer fire fighters who it paid \$20.00 per shift. The individual became a volunteer fire fighter. Is the individual a *bona fide* volunteer?

A20. We are unable to determine from the limited information provided regarding the number of hours involved whether the payments would disqualify the individual from being considered a *bona fide* volunteer based on the criteria discussed in A19 above.

Q21. An individual holds no regular employment. The individual also serves as a volunteer fire fighter with the County A Fire and Rescue Department, a combination department. The County A Fire and Rescue Department compensates its volunteer fire fighters on a pay on-call basis, and pays the volunteer fire fighters for a minimum of four hours per shift at a level based on the volunteer’s training and years of service. Is the individual a *bona fide* volunteer?

A21. We are unable to determine from the limited information provided regarding the amount of payment and the number of hours involved whether the payments would disqualify the individual from being considered a *bona fide* volunteer based on the criteria discussed in A19 above.

Q22. An individual is a full-time college student, and holds no employment. The individual also serves as a volunteer fire fighter with the County A Fire and Rescue Department, a combination department. The County A Fire and Rescue Department compensates its volunteer fire fighters on a pay on-call basis, and pays the volunteer fire fighters for a minimum of four hours per shift at a level based on the volunteer’s training and years of service. Is the individual a *bona fide* volunteer?

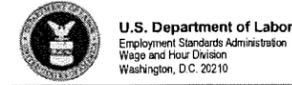
A22. As in A20 and A21, we are unable to determine from the limited information provided whether the payments would disqualify the individual from being considered a *bona fide* volunteer based on the criteria discussed in A19 above.

Q23. An individual serves as a volunteer fire fighter for the County A Fire and Rescue Department, a combination department. The individual serves without promise, expectation, or receipt of compensation. However, the individual is not motivated by civic, charitable, or humanitarian reasons, but rather serves as a volunteer in an effort to

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acquire employment contacts, gain experience, or obtain school credit. Is that individual a *bona fide* volunteer?

**A23.** An individual serving as a volunteer to the County Fire and Rescue Department does so for the purpose of acquiring employment contacts, gaining experience or obtaining school credit. Assuming the individual is not otherwise employed by the public agency in the same capacity or volunteering because it is necessary in order to obtain gainful employment with the public agency, the individual would be considered a *bona fide* volunteer.



November 10, 2005

FLSA2005-51

Dear *Name\**,

This is in response to your letter of September 23, 2004 written on behalf of your client school district. You request guidance as to whether certain stipends the school district provides to non-teaching, nonexempt school employees who volunteer as coaches or advisors for the school's sports teams and clubs constitute "nominal fees" as described in 29 C.F.R. § 553.106(e) and (f).

You state that all such employees are nonexempt staff, such as secretaries or custodians. They volunteer for roles as coach, assistant coach, club advisor, or staff for athletic events. You further state that based on their specific duties as school district employees such employees' volunteer services are different from the services for which the school employs them.

Your letter mentions a specific example of a nonexempt school custodian who has coached the Varsity Track team for a number of years. The school provides the individual with a stipend of \$3,675 for a season of volunteer coaching. You indicate the custodian is not required to coach any team as a condition of employment, and that the stipend, which the school provides regardless of the performance of the team or number of hours the coach spends in team-related activities, is not intended or provided as a substitute for wages. Nor is the stipend based on the amount of time spent on coaching or the productivity of the team. For example, there is no extra payment for participation in play-offs, regional or state championships, or tournaments. In addition, the school does not base the stipend on the length of the season or the number of meets the team attends. You also state that the custodian spends his own money to provide certain extra benefits to the students, e.g., hamburgers, pizza, ice cream, an end of season party, plaques or trophies, and commemorative booklets. This practice is common among coaches. You state that the coaches provide these "extras" due to their love of coaching and because it enriches the experience for the students, and that the school does not separately reimburse the coaches for these expenses.

The Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, recognizes the generosity and public benefits of volunteering, and does not seek to pose unnecessary obstacles to *bona fide* volunteer efforts for charitable and public purposes. The Department of Labor is committed to ensuring that citizens are able to freely volunteer their services for charitable and public purposes within the legal constraints established by Congress.

As you may be aware, in enacting the 1985 FLSA Amendments, Congress sought to ensure that true volunteer activities were neither impeded nor discouraged. Congress was explicit in its 1985 Amendments that a "volunteer" may receive "no compensation," but may be paid "expenses, reasonable benefits, or a nominal fee." 29 U.S.C. § 203(e)(4)(A); *see also* 29 C.F.R. § 553.106(a) ("Volunteers may be paid expenses, reasonable benefits, a nominal fee, or any combination thereof, for their service without losing their status as volunteers."); 29 C.F.R. § 553.106(e) ("Individuals do not lose their volunteer status if they receive a nominal fee from a public agency."). Neither the FLSA nor the Senate Committee Report to the 1985 Amendments further defines the term "nominal fee." Rather, the Committee Report directed the Department to issue regulations providing guidance in this area. Employees of a public agency are permitted to provide volunteer services in certain circumstances, and the FLSA regulations governing this issue are found at 29 C.F.R. §§ 553.100-.106 (copy enclosed).

Under the Department's regulations, the term "employee" does not include individuals who volunteer for a public agency if the volunteer:

1. Performs hours of service for a public agency for civic, charitable or humanitarian reasons, without promise, expectation or receipt of compensation for services

# Appendix



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

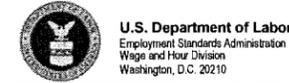
rendered. Although a volunteer can receive no compensation, a volunteer can be paid expenses, reasonable benefits or a nominal fee to perform such services;

2. Offers services freely and without pressure or coercion, direct or implied, from an employer; and
3. Is not otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer.

See 29 C.F.R. §§ 553.101, 553.106. Your inquiry assumes a full-time, nonexempt school employee who agrees to volunteer, without pressure or coercion from the school, as a sports coach for a season and that there is a humanitarian nature to the volunteer service. The specific question you ask is whether this type of arrangement constitutes a permissible "nominal fee."

There are regulations that address the nominal fee issue which are relevant in the high school coaching context. Specifically, "[a] nominal fee is not a substitute for compensation and must not be tied to productivity." 29 C.F.R. § 553.106(e). In determining whether a fee constitutes "a substitute for compensation" or whether it is "tied to productivity," the Department looks at the "economic realities of the particular situation." 29 C.F.R. § 553.106(f). A key factor in the context of school coaching or advising a club is whether the amount of the fee *varies* as the particular individual spends more or less time engaged in the volunteer activities, or *varies* depending upon the success or failure of a particular team or school activity. For example, if the fee does not vary based upon the win-loss record of a team, or the degree of student involvement in a particular club, or other similar factors relevant to the quality or quantity of the team, club, or activity, the Department generally would not find that the fee was a "substitute for compensation" or "tied to productivity." See 29 C.F.R. § 553.106(e). The regulations also list several factors the Department will examine in determining whether a given amount is nominal. Specifically, the Department looks at "the distance traveled and the time and effort expended by the volunteer; whether the volunteer has agreed to be available around-the-clock or only during certain specified time periods; and whether the volunteer provides services as needed or throughout the year." *Id.* With respect to the factors listed in 29 C.F.R. § 553.106(e), your letter states your view that such factors are more relevant to a volunteer firefighter situation than a school coach's situation. The Department agrees that, historically, the factors enumerated in § 553.106(e) were intended to provide guidance in the context of whether firefighters were paid a nominal fee and qualify as *bona fide* volunteers. However, in the context of school coaching or club sponsorship, the "substitute for compensation" and "tied to productivity" standards are still generally relevant. As the attached opinion letter states, "These factors focus upon whether the fee is actually analogous to a payment for services or recompense for something performed and, hence, is not nominal." See July 14, 2004 Opinion Letter (enclosed).

In evaluating the nominal fee issue in the case of the school coach, we recognize that a coach might travel significant distances for away games, which may occur at the volunteer's expense. Any such unreimbursed expenses will increase the amount of the stipend that may qualify as nominal. In addition, a coach's expected time commitment often will depend on the sport he or she coaches, as the length of the season can vary greatly depending upon the sport. The time commitment also can vary depending upon other factors, such as whether the sport is varsity or junior varsity. The stipends established for different sports may vary based upon such broad variations in the coaches' time commitments and still qualify as nominal. However, the length of the season also could vary significantly depending on whether the team makes the play-offs and how far the team advances in the play-offs. If a school paid a coach more because his team made the play-offs, the Department would likely view such a payment as a "substitute for compensation" or a payment "tied to productivity." As indicated in the July 14, 2004 letter, the regulations are focused on preventing payment for performance, which is inconsistent with the spirit of volunteerism contemplated by the FLSA.



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Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

The definition of "nominal fee" includes an economic realities test. In making a determination whether the \$3,675 stipend at issue here constitutes a "nominal fee," the Department believes the analysis of the "economic realities" as described in 29 C.F.R. § 553.106(f), should include a comparison between the volunteer stipend and what it would otherwise cost the school district to compensate someone to perform those services. The FLSA and the implementing regulations use a 20 percent test to assess whether something is insubstantial with regard to prohibited driving on public roadways by employees who are 17 years of age. Congress defined "occasional and incidental" activities to be less than 20 percent of an employee's hours worked in a workweek in that capacity. See 29 U.S.C. § 213(c)(6)(G). In the case of volunteer coaching, the Department believes that 20 percent of what the district would otherwise pay to hire a coach or advisor for the same services is appropriate in dividing between a permissible nominal fee and an impermissible payment. Such a threshold assumes that the coaches are freely volunteering their services and the school district simply provides a lump-sum payment or series of payments without regard to wins or losses or hours worked as discussed above.<sup>1</sup> Moreover, a willingness to volunteer for an activity for 20 percent of the prevailing wage for the job is a likely indicium of the spirit of volunteerism contemplated by the 1985 amendments to the FLSA. See 29 U.S.C. § 203(e)(4)(A). Therefore, when a public agency employee volunteers as a coach or extracurricular advisor, the Department will presume the fee paid is nominal as long as the fee does not exceed 20 percent of what the public agency would otherwise pay to hire a full-time coach or extracurricular advisor for the same services.

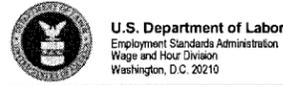
With regard to your specific school district, the Department is unable to answer whether the fee of \$3,675 is nominal due to the limited information provided concerning what the school district would otherwise pay to hire a full-time coach or advisor for the same services. However, the market information necessary to complete this good faith determination is generally within your client school district's knowledge and control. Thus, any coaches the school district has on its payroll would be a good benchmark for this calculation. Absent such information, your client may look to information from neighboring jurisdictions, the state, or ultimately, the nation including data from the Department of Labor, Bureau of Labor Statistics. So long as your calculations are based on an approximation of the prevailing wages of a coach in your district and the fee amount does not exceed 20 percent of that coach's wages for the same services, the Department would find that such a fee would be nominal within the meaning of 29 C.F.R. § 553.106.<sup>2</sup>

This opinion is based exclusively on the facts and circumstances described in your request and is given based on your representation, express or implied, that you have provided a full and fair description of all the facts and circumstances that would be pertinent to our consideration of the question presented. Existence of any other factual or historical background not contained in your letter might require a conclusion different from the one expressed herein. You have represented that this opinion is not sought by a party to pending private litigation concerning the issue addressed herein. You have also represented that this opinion is not sought in connection with an investigation or litigation between a client or firm and the Wage and Hour Division or the Department of Labor.

<sup>1</sup> In the case of public school employees, a 20 percent level also appears reasonable given that various states have endorsed significant lump sum amounts of compensation as "nominal" for state public agency volunteers; and we believe current coaching stipends of 20 percent would likely not reach such amounts. See Ind. Code § 36-8-12-2 (2005) ("Nominal compensation" means annual compensation of not more than twenty thousand dollars (\$20,000).); see also Minn. Stat. § 144E.001, Subd. 15 (2005) (nominal fee for volunteer ambulance attendant may be up to \$6,000 annually).

<sup>2</sup> We are withdrawing the opinion letter dated July 11, 1995 as it relates to "nominal fee." The Department does not believe this letter fully took into account the "economic realities" of the particular situation of coaches and extracurricular sponsors as discussed in this letter including the humanitarian nature of the volunteer effort, the lack of pay for performance, and the fact that school districts often do not track or control their coaches' hours. The Department is also withdrawing opinion letters dated July 15, 1988, April 2, 1992, and September 17, 1999 to the extent they are inconsistent with the interpretation of nominal fee in this opinion.

# Appendix



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

This opinion is issued as an official ruling of the Wage and Hour Division for purposes of the Portal-to-Portal Act, 29 U.S.C. § 259. See 29 C.F.R. §§ 790.17(d), 790.19; *Hultgren v. County of Lancaster*, 913 F.2d 498, 507 (8th Cir. 1990).

We trust you will find the above discussion and analysis responsive to your request.

Sincerely,

Alfred B. Robinson, Jr.  
Deputy Administrator

Enclosures: 29 C.F.R. §§ 553.100-106  
July 14, 2004 Opinion Letter

\* Note: The actual name(s) was removed to preserve privacy in accordance with 5 U.S.C. 552 (b)(7).

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Wage and Hour Division  
United States Department of Labor

Opinion Letter  
Fair Labor Standards Act (FLSA)  
August 19, 1999

\*\*\*

This is in response to your letters concerning the application of the Fair Labor Standards Act (FLSA) to the employment of certain city employees. We regret the delay in responding.

The issues presented in your three letters are similar. Therefore, we will consolidate our response to these issues. Specifically, you request an interpretation on the following:

1. Whether City firefighters may be paid to work as firefighters and/or emergency medical service (EMS) providers for organizations within the Borough (which is like a county) on their off-duty time without the City incurring the expense of overtime for the time spent working for these other departments. The organizations in the Borough range from private fire and/or EMS departments, Borough financed fire and/or EMS departments and the State Division of Forestry. The City participates in a mutual aid agreement with the State Division of Forestry. One other department to be considered is the University of \*\*\* Fire Department, with which the City also has a mutual aid agreement.

2. Whether City firefighters may work during their off-duty time as Tactical EMS medics for the City Police Bureau without the City Fire Bureau incurring the expense of overtime. This time would be spent in training for SWAT team activities and performing during SWAT team emergencies.

3. Whether City firefighters may volunteer as firefighters and/or EMS providers with organizations within the Borough without the City incurring the expense of overtime for the time spent with these departments. The organizations to consider range from private corporation fire and/or EMS departments to Borough financed fire and/or EMS departments. The City does have mutual aid agreements for both fire and/or EMS with these departments.

In responding to your questions, it may be helpful to review some principles unique to public sector employment. The regulations promulgating the FLSA to public sector employees are 29 CFR Part 553 (copy enclosed).

Section 7(k) of the FLSA provides a partial overtime pay exemption for public agency employees employed in fire protection or law enforcement activities (including security personnel in correctional institutions). Under this provision, an employer may establish a work period of 7- to 28- consecutive days for the purpose of paying overtime compensation to employees employed in fire protection or law enforcement activities. The maximum hours standard for fire protection employees ranges from 53 hours worked in a 7-day work period to 212 hours worked in a 28-day work period.

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# Appendix

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Section 7(o) of the FLSA provides that "employees of a public agency which is a State, a political subdivision of a state, or an interstate agency may receive, in accordance with this subsection and in lieu of overtime compensation, compensatory time off at a rate not less than one and one-half hours for each hour of employment for which overtime is required by this section."

Section 7(p)(1) of the Fair Labor Standards Act (FLSA) makes special provision for fire protection and law enforcement employees of public agencies who, at their own option, perform special duty work in fire protection, law enforcement or related activities for a separate and independent employer (public or private) during off-duty hours. The hours of work for the separate and independent employer are not combined with the hours worked for the primary public agency employer for the purposes of overtime compensation. Section 7(p)(1) applies to such outside employment provided (1) the special detail work is performed solely at the employee's option, and (2) the two employers are in fact separate and independent. Whether two employers are, in fact separate and independent can only be determined on a case-by-case basis. See §553.227 of Regulations, 29 CFR Part 553.

Section 7(p)(2) of the FLSA provides that State and local government employees may, solely at their own option, work occasionally or sporadically on a part-time basis for the same public agency in a different capacity from their regular employment, and the hours worked in the different jobs need not be combined for the purpose of determining overtime liability under the FLSA. See §553.30 of Regulations, 29 CFR Part 553.

Under the FLSA, individuals may not volunteer services to private sector for profit employers. On the other hand, in the vast majority of circumstances, individuals can volunteer services to public sector employers. When Congress amended the FLSA in 1985, it made clear that people are allowed to volunteer their services to public agencies and their community with but one exception - public sector employers may not allow their employees to volunteer, without compensation, additional time to do the same work for which they are employed.

As indicated in §553.101 an individual who performs hours of service for a public agency for civic, charitable or humanitarian reasons without promise, expectation or receipt of compensation for services rendered is considered to be a volunteer. At the same time, in enacting §3(e)(4), Congress was concerned about the potential for abuse of minimum wage or overtime requirements through coercion or undue pressure upon employees to "volunteer" their services. See Senate Report No. 99-159, October 17, 1985, page 14, 2 U.S. Cong. News, page 662 ("the Committee wishes to prevent any manipulation or abuse of minimum wage requirements through coercion or undue pressure upon employees to "volunteer" D').

The last principle we wish to point out is that of "mutual aid agreements." The regulations at 29 CFR §553.105 provide that an agreement between two or more States, political subdivisions, or interstate governmental agencies for mutual aid does not change the otherwise volunteer character of services performed by employees pursuant to such agreement. For example, where Town A and Town B have entered into a mutual aid agreement related to

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fire protection, a firefighter employed by Town A who is also a volunteer firefighter for Town B will not have his or her hours of volunteer service for Town B counted as part of his or her hours of employment with Town A. The mere fact that services volunteered to Town B may in some instances involve performance in Town A's geographic jurisdiction does not require that the volunteer's hours are to be counted as hours of employment with Town A.

Assuming that the City is a separate and independent employer from the other entities (privately financed departments; Borough financed departments; State Division of Forestry; and \*\*\* Fire Department), it is our opinion that the hours worked for those other entities by City firefighters do not have to be combined with the hours worked by the firefighters for the City for purposes of FLSA overtime compensation. The employment of City firefighters by separate and independent employers comes within §7(p)(1) of the FLSA.

Based on the information contained in your letters, §7(p)(2) does not apply in the instance of City firefighters working for the City police department as tactical EMS medics for the SWAT team. In this instance, the work performed for the same public employer (the City) is not in a different capacity. The legislative history, contained in the Committee Report at page 25 makes this clear, "The Committee expects the Secretary of Labor in promulgating regulations to interpret 'different capacity' in the strictest sense so as to prohibit instances where a public safety employee might be encouraged to take on any kind of security or safety function within the same local government." (Emphasis added.) Therefore, it is our opinion that the hours worked by City firefighters for the City police department as tactical EMS medics for the SWAT team must be included in determining overtime hours worked and the corresponding overtime pay (or compensatory time) due.

In response to your third issue, whether the City firefighters may volunteer as firefighters and/or EMS providers to private corporation fire and/or EMS departments without the City including such time for overtime purposes is dependent on the nature of the relationship between the City and the private fire and/or EMS departments.

In a recent decision in Benshoff v. City of Virginia Beach, 1999 WL 371592 (4th Cir. 1999), the court addressed such a situation. The court ruled, under the facts of that particular case, that City firefighters who were cross trained as EMTs were not employees of the City entitled to compensation when they voluntarily performed additional hours as EMTs within the City's jurisdiction for non-profit, separately incorporated rescue squads.

The court recognized, however, that the analysis of whether an individual is an employee or a volunteer must be made on a case-by-case basis, due to the very fact dependent nature of each situation. In cases where there is sufficient integration of operations and control of the operations of the non-profit fire corporation or rescue squad by the public agency, so that a joint employment relationship exists, the court acknowledged that the firefighters would be performing the same services for their public agency employer as they are hired to perform. In such a situation, the fire fighter/EMT activities would not be recognized as bona fide volunteer activities under the FLSA.

# Appendix

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This opinion is based exclusively on the facts and circumstances described in your request and is given on the basis of your representation, explicit or implied, that you have provided a full and fair description of all the facts and circumstances that would be pertinent to our consideration of the question presented. Existence of any other factual or historical background not contained in your request might require a different conclusion than the one expressed herein.

Sincerely,

Daniel F. Sweeney

Office of Enforcement Policy Fair Labor Standards Team

Enclosure

1999 WL 1788145 (DOL WAGE-HOUR)

END OF DOCUMENT

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1999 WL 1788151 (DOL WAGE-HOUR)

Page 1

Wage and Hour Division  
United States Department of Labor

Opinion Letter  
Fair Labor Standards Act (FLSA)  
September 3, 1999

\*\*\*

This is in response to your letter of July 14, 1999 concerning the issue of employees volunteering to perform work for the same public agency by which they are employed. You also request the Department comment on the legality of a City employee, who also volunteers for the City, being covered under two pension plans.

The Wage and Hour Division of the Department of Labor administers and enforces the Fair Labor Standards Act (FLSA) which is the Federal law of most general application concerning wages and hours of work. This law requires that all covered and nonexempt employees be paid not less than the minimum wage, \$5.15 per hour, effective September 1, 1997, for all hours worked. Overtime pay of not less than one and one-half times the regular rate of pay is required for all hours worked over 40 in a workweek. The major provisions of the law are outlined in the enclosed "Handy Reference Guide to the Fair Labor Standards Act."

You indicate that the full-time paid Fire Marshall is also a volunteer fireman with the City, responding as a volunteer in the same City provided vehicle as when he is in pay status. Although the FLSA as amended in 1985 does permit employees to volunteer their services to public agencies and their communities, there is one exception. Public sector employers may not allow their employees to volunteer, without compensation, to perform the "same type of services" for which they are paid. It appears from your letter that the volunteer service in question is the "same type of service" pursuant to the Department's regulations at 29 CFR 553.103 (copy enclosed); is closely related to the actual paid duties of the Fire Marshall; and, as such, would be compensable, i.e., the time spent by the Fire Marshall in the performance of the volunteer fireman duties should be treated as any other hours worked and paid accordingly.

This opinion is based exclusively on the facts and circumstances described in your request and is given on the basis of your representation, explicit or implied, that you have provided a full and fair description of all facts and circumstances which would be pertinent to our consideration of the question presented. Existence of any other factual or historical background not contained in your request might require a different conclusion than the one expressed herein.

With regard to your request concerning criteria used as qualifications in two different pension plans for the same employer, we are forwarding your request to the Department of Labor's Pension and Welfare Benefits Administration (PWBA) which enforces the Employment Retirement Income Security Act and the Consolidated Omnibus Budget Reconciliation Act.

# Appendix

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Page 2

PWBA will respond directly to you on this issue.

We trust that the above information is responsive to your inquiry. If we can be of further assistance please do not hesitate to contact us.

Sincerely,

Daniel F. Sweeney

Office of Enforcement Policy Fair Labor Standards Team

Enclosures

1999 WL 1788151 (DOL WAGE-HOUR)

END OF DOCUMENT



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

April 14, 2003

FLSA2003-2

Dear **Name\***,

I am writing in reply to your letter of September 16, 2002, to Assistant Secretary of Labor Christopher Spear. You request a letter ruling on numerous hypothetical questions divided into three issue areas and offer several suggestions for action by the Department, all relating to the application of the Fair Labor Standard Act (FLSA), particularly Section 3(e)(4)(a), to volunteer fire fighters.

As you know Section 3(e)(4)(a) of the FLSA states that the "term 'employee' does not include any individual who volunteers to perform services for a public agency" if the individual receives no compensation or is paid a nominal fee, expenses or reasonable benefits, and if "such services are not the same type of services which the individual is employed to perform for such public agency."

The FLSA recognizes the generosity and public benefits of volunteering, and does not pose obstacles to bona fide volunteer efforts for charitable and public purposes except in very limited circumstances. In this spirit, in enacting the 1985 FLSA Amendments, the Congress sought to ensure that true volunteer activities were neither impeded nor discouraged. Congress, however, also wanted to minimize the potential for abuse or manipulation of the FLSA's minimum wage and overtime requirements in "volunteer" situations. To this end, Congress narrowly constrained the circumstances in which individuals may volunteer services to a public agency by which they are employed: (1) the individual may receive no compensation, or is paid only expenses, reasonable benefits or a nominal fee, and (2) the volunteer services may not be the same services as those which the individual is employed to perform for his or her employer. These narrow constraints offer public sector employees a vast array of opportunities to serve their communities as volunteers.

Please be assured that this Administration fully supports volunteerism and is committed to work with organizations like yours to ensure that citizens are able to freely volunteer their services for charitable and public purposes.

We will restate your scenarios, hypothetical questions, and suggestions, followed by our responses.

ISSUE ONE -- Circumstances in which public agency employees may volunteer their services for a public agency fire department serving the same jurisdiction.

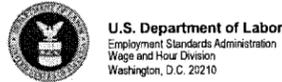
#### SCENARIO ONE

- Individual is a mechanic employed by County A Parks Department.
- The individual also serves as a volunteer fire fighter with the County A Fire and Rescue Department (FRD).
- The FRD, a combination department, is a joint powers board which is funded by both City A and County A.
- County A and the FRD are listed separately by the Census Bureau.
- County A provides the majority of funding to the FRD and also appoints and removes Board members.
- The individual is allowed to respond to fire calls during his work hours with the Parks Department.
- The individual is not required to take personal leave in order to be paid for his volunteer fire fighting time.

*Working to Improve the Lives of America's Workers*

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# Appendix



U.S. Department of Labor  
Employment Standards Administration  
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Washington, D.C. 20210

- The Parks Department gives the individual paid leave for the time spent as a volunteer fire fighter.

Q.1 Are County A and the FRD the same public employer?

A.1 Whether two entities of a local government constitute the same public agency can only be determined on a case-by-case basis. The attached letter dated June 7, 2002 provides a framework for making such a determination and identifies factors that are relevant to the determination. Your letter does not provide information relevant to a number of the factors set forth in that letter, such as: whether the two agencies have separate payroll and retirement systems; whether they both have the authority to sue and be sued in their own names; whether they have separate hiring and other employment practices; and how they are treated under state law. Moreover, the information you have provided offers little information on the level of integration of County A and FRD operations and control of the FRD operations by County A.

Therefore, we are unable to provide a definitive response with regard to whether these agencies are two separate agencies or not. If those other factors also show that the agencies should be treated as separate entities, as they are by the Census of Governments, then we would agree that they are not the same employer and an employee of one could volunteer for the other.

Q.2 Is the individual's status as a bona fide volunteer jeopardized because he receives paid leave from the Parks Department for his time responding to fire calls?

A.2 Assuming that the County Parks Department and the FRD are separate agencies, the fact that the Parks Department allowed its employee to cease his usual duties to respond to fire calls and paid the employee for his normal work hours spent on such calls would not make the mechanic an employee of the FRD. However, such time would be compensable hours worked for the Parks Department and would have to be counted when computing total hours worked for purposes of overtime.

If the time off involves the employee's use of paid personal leave earned with the Parks Department, which the individual may use as he or she sees fit -- including for time spent as a volunteer fire fighter -- the individual's status as a bona fide volunteer to the FRD is not jeopardized and the hours would not be compensable hours worked for the Parks Department.

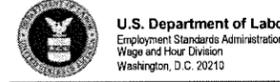
Assuming that the County Parks Department and the FRD are part of the same public agency, if the County pays the employee wages for the hours he works as a firefighter, then the County employs him as both a mechanic and as a firefighter. In essence, he is employed by the County as both a full-time mechanic and as a part-time firefighter. Therefore, he would not be able to serve additional hours as a volunteer firefighter for the County, because of the statutory prohibition against an employee volunteering to his own agency to perform the same type of services he is employed to perform.

Q.3 Is the employee performing the same or similar services?

A.3 Although you do not describe the services provided as a mechanic or a fire fighter, these two occupations clearly are categorized under different 3-digit codes in the Dictionary of Occupational Titles. Consequently we believe that serving as a mechanic and serving as a firefighter do not involve the same type of services, absent evidence to the contrary.

Q.4 Is this the type of situation that the FLSA was truly intended to protect employees from?

A.4 In enacting the 1985 FLSA Amendments Congress sought to ensure that true volunteer activities were neither impeded nor discouraged by the FLSA. Congress was equally clear, however, that it recognized and wanted to minimize the very real potential for abuse or manipulation of the FLSA's minimum wage and overtime requirements.



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

Q.5 Is the County liable for overtime earned during the fire calls answered outside the employee's regular working day?

A.5 If the employee is a bona fide volunteer, either because he is volunteering to a separate public agency or is not performing the same or similar services (see discussion above), the time spent on fire calls outside the employee's regular Parks Department working day will not be compensable time under the FLSA, and thus would lead to no FLSA required overtime.

Q.6 (first paragraph on page 4 of your letter) May the County automatically charge the time spent responding to a fire call against the employee's compensatory, vacation or other leave time?

A.6 A public sector employer may at any time require an employee to take time off from work and to use compensatory time in payment for the leave. Christensen v. Harris County, 529 U.S. 576 (2000). Thus, if the hours spent responding to a fire call are bona fide volunteer hours for which no compensation is due, the employer may charge or dock the employee's compensatory time and thereby pay the person for the time taken off.

We note, however, that compensatory time off is a form of payment for overtime hours previously worked for which cash wages were not paid. Therefore, if the hours spent responding to a fire call are actually compensable hours worked, such as if the employee also is employed as a firefighter, then those hours are not time off. In that situation, the agency may not dock an employee's compensatory time bank to cover the wages due for the new hours worked. Attempting to use compensatory time in that manner would effectively be double counting -- using the same compensatory time to pay for the original hours worked and to pay for the new hours.

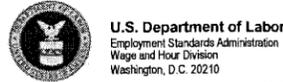
The FLSA does not regulate the use of paid vacation or other leave provided by an employer.

ISSUE TWO -- Definition of the same public agency and the same type of services.

## SCENARIO TWO

- The County A Fire Department is a joint powers board created pursuant to state law as a separate agency from the agencies which form it.
- The joint powers board is treated as a "special district government" in the Census of Governments.
- City B, County A and Town C appoint the joint powers board members, review annual budgets and provide funding.
- The joint powers board has no separate taxing authority.
- County A has two law enforcement agencies within 5,000 square miles, the Police and County Sheriff's Departments, which are sub-governments of the City and County respectively.
- The county has one hospital which is a separate government agency supported by its own tax district.
- The hospital runs the ambulance service that is staffed with full time and volunteer EMTs.
- There are no other law enforcement, fire departments or medical services within the county.
- The County Sheriff's Office and the County Fire Department are two different departments with two different governing bodies and are operating two different payrolls.

# Appendix



Q.1 May city police or county deputies volunteer as fire fighters without the City or County being responsible to pay overtime for those volunteer hours?

A.1 Your letter accurately restates DOL regulations 29 CFR Part 553.101, which define a public agency volunteer as an individual who:

1. Performs hours of service for a public agency for civic, charitable or humanitarian reasons without promise, expectation or receipt of compensation for services rendered [Part 553.101(a)];
2. Offers services freely and without pressure or coercion, direct or implied, from an employer [Part 553.101(c)]; and
3. Is not otherwise employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer [Part 553.101(d)].

Your letter does not provide information covering the first two criteria listed above but rather focuses on the third criteria. Consequently we will assume that criteria one and two above are met and will focus this response on the third criteria.

It is not necessary to analyze one aspect of the third criteria [Part 553.101(d)] if the other is met. If the individual is obviously not employed by the same public agency, (what you call the "who is an employer" question) then there is no need to examine the nature of the services provided (what you call the "what are the same type of services" question). Similarly, if the individual obviously does not perform the same type of services for the respective agencies, there is no need to examine the relationship of the agencies receiving the individual's services. In the interest of being responsive, however, we will analyze both aspects of the third criteria for your scenario, starting with the same public agency aspect.

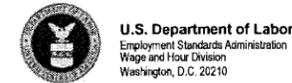
You indicate that the facts in your County Fire Department (a joint powers board) scenario are similar to those found in a July 1, 1993 DOL letter ruling.

The July 1, 1993 letter found that a county vocational school system and the county were not considered separate and independent employers for purposes of Section 7(p)(1) of the FLSA. Section 7(p)(1) provides a "special detail" exception for fire protection and law enforcement employees of public agencies. This opinion was based in part on the indication that the "Census of Governments classifies county vocational schools as dependent agencies of the county government and they are not counted as separate governments". Moreover, the 1993 letter involved only a single county, not three separate public agencies that jointly fund and appoint members to the board of a fourth entity.

We disagree with your belief that the facts in your scenario are similar to those in the July 1, 1993 letter, as you indicate that the "joint powers board is treated as a separate 'special district government' by the Census Bureau". This is clearly opposite to the "dependent" classification of the school system discussed in July 1, 1993 letter.

Absent the existence of information indicating significant integration of the operations of the County Fire Department and the County Sheriffs Department/City Police Department it appears that these agencies are not the same public agency for purposes of determining bona fide volunteer status under the FLSA. This opinion is based on your indication that the:

- Census of Government treats the County Fire Department as a separate agency from the agencies that form it;
- County Sheriff's Office and the County Fire Department are two different departments with two different governing bodies and two different payrolls (we assume the same is differences exist between the City Police Department and the County Fire Department); and



- County Fire Department is created pursuant to a state law as a separate agency from the agencies that form it.

Your discussion of the second aspect of the third criteria, same type of services [Part 553.101(d)], explains some of the difficulties inherent in providing police and fire support in small or rural communities where small pools of trained emergency personnel must routinely perform multiple tasks. You indicate that emergency personnel often wear a number of different "hats", so that there is no "bright line" of services between the agencies.

As you are aware, a same type of services determination can only be made after an examination of all the facts and circumstances of a particular case. We believe, however, that the definition of same type of services typically allows for a determination that police and firefighters on the whole provide a different type of services, consistent with their different Dictionary of Occupational Titles categories. Responding to the same emergencies as the other, such as traffic accidents and fire calls, or acting as a medical first responder on occasion will typically not change the inherent difference in the two occupations.

We believe, for the reasons cited above, that the city police or county deputies described in your scenario may volunteer as fire fighters without incurring FLSA wage liability for their volunteer time.

Q.2 May paid firefighters with emergency medical technician certifications volunteer for the county ambulance service without being paid overtime by the fire department?

A.2 Your discussion related to this question cites extensively from two opinion letters dated April 20, 1993. These letters, written without a detailed analysis of the facts, concluded that career fire fighters who volunteer their services to private non-profit corporations that serve the same jurisdiction are volunteering for their employing public agency and must be compensated.

We withdrew these letters, and their conclusion that the provision of the same type of services in the same community precludes bona fide volunteer status, in a November 27, 2001 opinion letter (copy enclosed). This letter was written in light of the findings in the decision you cited, Benshoff v. City of Virginia Beach, 180 F.3d 136 (4<sup>th</sup> Cir. 1999).

You indicate that the county ambulance service is operated by the hospital, which is a separate public agency supported by its own tax district. However, your letter provides no specific information regarding whether state law and the Census treat the hospital as a separate public agency, whether its payroll, retirement and other personnel systems are separate, and whether it may sue and be sued in its own name. Additionally, you provide no evidence concerning the extent to which the county fire department exercises day-to-day control over the volunteer services provided to the county ambulance service. Consequently we are unable to determine if the entities are the same public agency. If the entities are determined to be separate public agencies under the FLSA, it is not necessary to determine if the individuals perform the same type of services.

Your scenario also provides insufficient information to make a same type of services determination. Consequently we are unable to provide a response to this question.

ISSUE THREE: The potential for otherwise bona fide volunteers to be employees because they receive some sort of remuneration for their services.

Q.1 Do unemployed volunteers or volunteers who are currently in college full time become employees of the department?

A.1 Your question focuses on Krause v. Cherry Hill Fire District 13, 969 F. Supp. 270 (D.N.J. 1997), in which the District Court found that the fire district could not eliminate part time employees (called non-career firefighters) and return them to volunteer status to avoid the minimum wage provisions of the FLSA, while still continuing to pay them significant hourly compensation.

# Appendix



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

This decision found that the fire district initially paid non-career fire fighters \$8.00 per hour for "duty crew" shifts and \$5.05 per hour for "sleep-in" shifts, then reduced the compensation for "sleep-in" shifts to \$20.00 per eight hour shift. The Krause court found, and we agree, that non-career fire fighters expected and received hourly compensation in an amount greater than a nominal fee allowed by the regulations (29 CFR Part 553.106) and it was "clear that the plaintiffs were not volunteers."

The lack of other employment or the status as a full time college student does not affect the determination of whether an individual is a bona fide volunteer. The evaluation of the employment status vs. volunteer status of all individuals in the public sector, including the unemployed and college students, is done by the application of the factors found in Section 203(e)(4) of the FLSA and Regulations Part 553.101, as discussed in the beginning of A.1, Issue Two above.

You suggest that the Department take two actions:

- An interpretation of 29 U.S.C. Section 203 (e)(4)(a) should be done through a regulatory interpretation from DOL; and
- Provide a definition of "same type of services".

We believe that the current regulation, 29 CFR Part 553, Subpart B provides the interpretation and definition.

I hope the above has been responsive to your request. We stand ready to work with you at any time to support the wonderful spirit of volunteerism that sustains this country.

Sincerely,

Tammy D. McCutchen  
Administrator

Enclosures

*Note: \* The actual name(s) was removed to preserve privacy.*



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

October 29, 2004

FLSA2004-26NA

Dear **Name\***,

This is in response to your letter concerning the application of Section 3(e)(4)(A) of the Fair Labor Standards Act (FLSA) to certain employees of the **Name\*** County Sheriff's Office.

You write that the **Name\*** County Sheriff's Office is divided into three primary departments: Administration, Detention, and Law Enforcement. Individuals employed as deputies in the Detention Division have recently asked if they could also volunteer in the Law Enforcement Division during their off-duty hours. You enclose copies of the job descriptions of both positions.

You contend that the job duties of the two positions differ greatly, that the positions require different sets of skill and knowledge, that the jobs are performed under different environmental conditions, and that expectations of the previous experience and background of candidates for the two positions are different. Based on the descriptions you have provided, Detention Deputies primarily provide security at the jail facilities while Deputy Sheriffs perform more diverse duties as they work toward providing security for residents of the county.

As you know, Section 3(e) of the FLSA and 29 CFR 553.103(a) provide that individuals performing volunteer services for units of State and local governments will not be regarded as "employees" under the FLSA when (a) their services are offered freely and without pressure or coercion, direct or implied, from an employer and (b) the individual is otherwise not employed by the same public agency to perform the same type of services as those for which the individual proposes to volunteer. The phrase "same type of services" means similar or identical services.

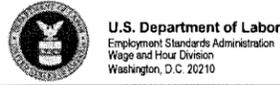
As your letter indicates, a determination of whether the services that volunteers seek to provide are the "same type of services" they are employed to perform requires "...consideration of all the facts and circumstances in a particular case..." See 29 CFR 553.103(a). Among the facts the regulation states will be considered is how the volunteered services and the services for which the volunteer is employed to provide are classified by the three digit categories of occupations in the Dictionary of Occupational Titles (DOT), published by the Employment and Training Administration (ETA). The DOT was recently superseded by the O\*NET system, also published by ETA. Of equal weight to the DOT/O\*NET is whether the volunteer services are "closely related to the actual duties performed or responsibilities assigned to the employee." Id.

As mentioned above, you indicate that the job duties for both the Detention Deputies and Deputy Sheriffs differ greatly. Detention Deputies are primarily responsible for security and patrolling of the jail facilities. Generally, Detention Deputies' job duties require them to be involved in one or more of the following areas: Security; Housing; Management Operations; Inmate Property; Mail and Money; Transportation; Visitation; Administration; Attorney Booth; Bookings; Disciplinary Review Board; Farm Supervisor; Food Service; Intoxilizer Maintenance; Judicial Complex; Dual Certified; Trustee Supervisor; and the Weekend Program. Also, they must search inmates and property, and prevent escapes. Detention Deputies direct evacuations of the facility, subdue disorderly inmates and monitor the inmates' behavior. In addition, they must assist with book-in procedures and verifying inmate identities.

On the other hand, Deputy Sheriffs are responsible for all aspects of detecting crimes against persons and property, and arresting criminal suspects. This includes interviewing witnesses and searching for evidence. In patrolling certain areas, Deputy Sheriffs are required to frisk and pat down individuals who are being searched, pursue vehicles, respond to rescue calls, bomb threats and civil unrest. Deputy Sheriffs are also responsible for serving arrest warrants and subpoenas. Other activities include traffic control and parking enforcement.

While the specific duties of the two positions in question may be different in the particular daily tasks performed, the overall similarity and commonality of the jobs as variations of law enforcement outweigh

# Appendix



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

these differences between them. The fact that the Sheriff's Office finds Detention Deputies qualified to act in the role of Reserve Deputies only reinforces the fact of the two jobs' similarity. In both instances, the Detention Deputies and Reserve Deputies are performing basic law enforcement functions. The Wage and Hour Division has taken the position, for example, that law enforcement duties such as transferring or taking custody of prisoners, and booking, fingerprinting, restraining, etc., with respect to suspects or prisoners are the same type of services whether performed by police officers, detectives, bailiffs, jailers, deputies, etc. See opinion letters dated September 26, 1991; February 18, 1992; March 18, 1992; and April 21, 1995 (enclosed).

Further, the O\*NET description of duties performed by correctional officers and jailers (33-3012.00) and sheriffs and deputy sheriffs are similar and, in fact, are in the same job family, and are treated as related occupations. Moreover, the regulations provide that public safety employees taking on any kind of security or safety function for the same local government are never considered to be employed in a different capacity. 29 CFR 553.30(c)(3). This is based on the 1985 legislative history instructing the Department to interpret the phrase working in a "different capacity" in the "strictest sense" with regard to public safety employees. House Report No. 99-331, October 24, 1985, page 25. Thus, based on Section 3(e)(4)(A) and the information you have provided, the responsibilities of the jobs are sufficiently similar that the **Name\*** County Sheriff's Office may not accept the volunteer services of the Detention Deputies as Reserve Deputies.

The Detention Deputies are allowed to volunteer in other capacities for the county government, such as assisting the coach of a high school baseball team, for example. The Wage and Hour Division would not question their volunteer status in such unrelated occupations so long as the other requirements of Section 3(e)(4)(A) are met. Also, the Division will not question the volunteer status of an individual who is not employed in any capacity by a public agency but who wishes to volunteer his or her services to a public agency.

This opinion is based exclusively on the facts and circumstances described in your request and is given on the basis of your representation, explicit or implied, that you have provided a full and fair description of all the facts and circumstances which would be pertinent to our consideration of the question presented. Existence of any other factual or historical background not contained in your request might require a different conclusion than the one expressed herein. You have represented that this opinion is not sought by a party to pending private litigation concerning the issue addressed herein. You have also represented that this opinion is not sought in connection with an investigation or litigation between a client or firm and the Wage and Hour Division or the Department of Labor.

We trust that the above information is responsive to your inquiry.

Sincerely,

Barbara R. Relford  
Fair Labor Standards Team  
Office of Enforcement Policy

Enclosures

## § 553.225

consecutive days. Except for this limitation, the work period can be of any length, and it need not coincide with the duty cycle or pay period or with a particular day of the week or hour of the day. Once the beginning and ending time of an employee's work period is established, however, it remains fixed regardless of how many hours are worked within the period. The beginning and ending of the work period may be changed, provided that the change is intended to be permanent and is not designed to evade the overtime compensation requirements of the Act.

(b) An employer may have one work period applicable to all employees, or different work periods for different employees or groups of employees.

### § 553.225 Early relief.

It is a common practice among employees engaged in fire protection activities to relieve employees on the previous shift prior to the scheduled starting time. Such early relief time may occur pursuant to employee agreement, either expressed or implied. This practice will not have the effect of increasing the number of compensable hours of work for employees employed under section 7(k) where it is voluntary on the part of the employees and does not result, over a period of time, in their failure to receive proper compensation for all hours actually worked. On the other hand, if the practice is required by the employer, the time involved must be added to the employee's tour of duty and treated as compensable hours of work.

### § 553.226 Training time.

(a) The general rules for determining the compensability of training time under the FLSA are set forth in §§ 785.27 through 785.32 of this title.

(b) While time spent in attending training required by an employer is normally considered compensable hours of work, following are situations where time spent by employees of State and local governments in required training is considered to be non-compensable:

(1) Attendance outside of regular working hours at specialized or follow-up training, which is required by law

## 29 CFR Ch. V (7-1-06 Edition)

for certification of public and private sector employees within a particular governmental jurisdiction (e.g., certification of public and private emergency rescue workers), does not constitute compensable hours of work for public employees within that jurisdiction and subordinate jurisdictions.

(2) Attendance outside of regular working hours at specialized or follow-up training, which is required for certification of employees of a governmental jurisdiction by law of a higher level of government (e.g., where a State or county law imposes a training obligation on city employees), does not constitute compensable hours of work.

(3) Time spent in the training described in paragraphs (b) (1) or (2) of this section is not compensable, even if all or part of the costs of the training is borne by the employer.

(c) Police officers or firefighters, who are in attendance at a police or fire academy or other training facility, are not considered to be on duty during those times when they are not in class or at a training session, if they are free to use such time for personal pursuits. Such free time is not compensable.

### § 553.227 Outside employment.

(a) Section 7(p)(1) makes special provision for fire protection and law enforcement employees of public agencies who, at their own option, perform special duty work in fire protection, law enforcement or related activities for a separate and independent employer (public or private) during their off-duty hours. The hours of work for the separate and independent employer are not combined with the hours worked for the primary public agency employer for purposes of overtime compensation.

(b) Section 7(p)(1) applies to such outside employment provided (1) The special detail work is performed solely at the employee's option, and (2) the two employers are in fact separate and independent.

(c) Whether two employers are, in fact, separate and independent can only be determined on a case-by-case basis.

(d) The primary employer may facilitate the employment or affect the conditions of employment of such employees. For example, a police department

\* Note: The actual name(s) was removed to preserve privacy in accordance with 5 U.S.C. 552 (b)(7).

Wage and Hour Division, Labor

§ 553.230

may maintain a roster of officers who wish to perform such work. The department may also select the officers for special details from a list of those wishing to participate, negotiate their pay, and retain a fee for administrative expenses. The department may require that the separate and independent employer pay the fee for such services directly to the department, and establish procedures for the officers to receive their pay for the special details through the agency's payroll system. Finally, the department may require that the officers observe their normal standards of conduct during such details and take disciplinary action against those who fail to do so.

(e) Section 7(p)(1) applies to special details even where a State law or local ordinance requires that such work be performed and that only law enforcement or fire protection employees of a public agency in the same jurisdiction perform the work. For example, a city ordinance may require the presence of city police officers at a convention center during concerts or sports events. If the officers perform such work at their own option, the hours of work need not be combined with the hours of work for their primary employer in computing overtime compensation.

(f) The principles in paragraphs (d) and (e) of this section with respect to special details of public agency fire protection and law enforcement employees under section 7(p)(1) are exceptions to the usual rules on joint employment set forth in part 791 of this title.

(g) Where an employee is directed by the public agency to perform work for a second employer, section 7(p)(1) does not apply. Thus, assignments of police officers outside of their normal work hours to perform crowd control at a parade, where the assignments are not solely at the option of the officers, would not qualify as special details subject to this exception. This would be true even if the parade organizers reimburse the public agency for providing such services.

(h) Section 7(p)(1) does not prevent a public agency from prohibiting or restricting outside employment by its employees.

OVERTIME COMPENSATION RULES

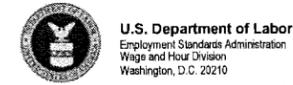
§ 553.230 Maximum hours standards for work periods of 7 to 28 days—section 7(k).

(a) For those employees engaged in fire protection activities who have a work period of at least 7 but less than 28 consecutive days, no overtime compensation is required under section 7(k) until the number of hours worked exceeds the number of hours which bears the same relationship to 212 as the number of days in the work period bears to 28.

(b) For those employees engaged in law enforcement activities (including security personnel in correctional institutions) who have a work period of at least 7 but less than 28 consecutive days, no overtime compensation is required under section 7(k) until the number of hours worked exceeds the number of hours which bears the same relationship to 171 as the number of days in the work period bears to 28.

(c) The ratio of 212 hours to 28 days for employees engaged in fire protection activities is 7.57 hours per day (rounded) and the ratio of 171 hours to 28 days for employees engaged in law enforcement activities is 6.11 hours per day (rounded). Accordingly, overtime compensation (in premium pay or compensatory time) is required for all hours worked in excess of the following maximum hours standards (rounded to the nearest whole hour):

Work period (days)	Maximum hours standards	
	Fire protection	Law enforcement
28	212	171
27	204	165
26	197	159
25	189	153
24	182	147
23	174	141
22	167	134
21	159	128
20	151	122
19	144	116
18	136	110
17	129	104
16	121	98
15	114	92
14	106	86
13	98	79
12	91	73
11	83	67
10	76	61
9	68	55
8	61	49



April 28, 2006

FLSA2006-13

Dear Name\*:

This is in response to your letter inquiring whether police officers who work special details for a third party entity servicing a city-owned coliseum qualify for the Fair Labor Standards Act (FLSA) section 7(p)(1) partial overtime exemption. It is our opinion that the special detail qualifies under section 7(p)(1).

The City owns a municipal coliseum that hosts various activities throughout the year including basketball games, concerts, and monster truck shows. Currently, the City uses off-duty sheriff deputies, who are employed by the County, to provide security for these events. The City would like to enter into a service contract with a private sector, for-profit employer located in another city that provides entertainment services with expertise in crowd management, event staffing, and security for large spectator events at public facilities. The third party contractor may employ off-duty City police officers for some of the security for the events, as well as officers who are not employed by the City. You have requested an opinion regarding whether and how the employment relationships would be affected if the City decides to provide workers' compensation insurance for the officers while the third party at the coliseum employs the officers. The City currently provides workers' compensation for officers who work for a third party entity on non-city property and are injured in the course of their law enforcement duties for the third party.

FLSA section 7(p)(1) (copy enclosed) provides that if a public employee engaged in law enforcement activities voluntarily

agrees to be employed on a special detail by a separate or independent employer in fire protection, law enforcement, or related activities, the hours such individual was employed by such separate and independent employer shall be excluded by the public agency employing such individual in the calculation of the hours for which the employee is entitled to overtime compensation under this section if the public agency—

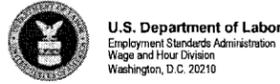
- (A) requires that its employees engaged in fire protection, law enforcement, or security activities be hired by a separate and independent employer to perform the special detail,
- (B) facilitates the employment of such employees by a separate and independent employer, or
- (C) otherwise affects the condition of employment of such employees by a separate and independent employer.

Under 29 C.F.R. § 553.227(e) (copy enclosed), "a city ordinance may require the presence of city police officers at a convention center during concerts or sports events. If the officers perform such work at their own option, the hours of work need not be combined with the hours of work for their primary employer in computing overtime compensation." We assume for purposes of this inquiry that the officers are employed by the third party contractor solely at their option and are not coerced into such employment by the City.

The question then remains whether the City and the third party are separate and independent of each other. The Department's regulations provide a list of actions the City may take regarding the third party employment without affecting this determination, including maintaining a roster of officers who wish to perform the special duty, selecting the officers for such detail, negotiating the officer's pay, and retaining a fee for administrative duties. 29 C.F.R. § 553.227(d). These principles are exceptions to the usual rules on joint employment set forth in 29 C.F.R. Part 791. 29 C.F.R. § 553.227(f). See WH Opinion Letter August 27, 1990 (copy enclosed).

The City and the private third party contractor are separate legal entities. Furthermore, their dealings with each other involving the officers are within the type of activity specifically allowed by FLSA section 7(p)(1) and 29 C.F.R. § 553.227. Based on a review of the information provided, we believe that the City and the

# Appendix



third party contractor are separate and independent employers under § 7(p)(1). Therefore, the special detail employment of City police officers by the third party contractor need not be combined with the hours worked by the police officers for the City in determining entitlement to overtime compensation.

The fact that the City would provide the officers workers' compensation during third party employment does not alter this outcome. *See* WH Opinion Letter May 28, 1998 (copy enclosed). Here, the City is self-insured, and its decision to extend workers' compensation coverage to its off-duty officers does not undermine the separate status of the City and the private third party employer with regard to these services. Therefore, the City may provide workers' compensation for the officers while they are providing security for a third party without losing the section 7(p)(1) partial overtime exemption.

This opinion is based exclusively on the facts and circumstances described in your request and is given based on your representation, express or implied, that you have provided a full and fair description of all the facts and circumstances that would be pertinent to our consideration of the question presented. Existence of any other factual or historical background not contained in your letter might require a conclusion different from the one expressed herein. You have represented that this opinion is not sought by a party to pending private litigation concerning the issue addressed herein. You have also represented that this opinion is not sought in connection with an investigation or litigation between a client or firm and the Wage and Hour Division or the Department of Labor.

We trust that this letter is responsive to your inquiry.

Sincerely,

Alfred B. Robinson, Jr.  
Acting Administrator

Enclosures:  
FLSA § 7(p)(1)  
29 C.F.R. § 553.227  
WH Opinion Letters August 27, 1990 and May 28, 1998

**Note: \* The actual name(s) was removed to preserve privacy in accordance with 5 U.S.C. § 552(b)(7)**



## FICA and Volunteer Firefighters

Many local government entities rely on the services of individuals, such as firefighters and emergency workers, to perform services for little or no regular compensation. Workers who perform these services are subject to the same rules regarding social security and Medicare (FICA) coverage as other workers. If they receive some form of compensation, including expense allowances tax abatements, or noncash property, these withholding rules apply. It does not matter whether the workers are called "volunteers" or whether they are defined as employees by the entity's administrative policy. It is irrelevant whether they receive a regular salary.

## General Exception for State and Local Government Employees

Under Internal Revenue Code section 3121(a), all wages that are paid for "employment" are subject to FICA, unless an exception applies.

There is an exception from the definition of "employment" for state and local government workers under section 3121(b)(7). However, after July 1, 1991, this exception applies only if the state or local government employee is a member of a qualifying state retirement system. In addition, employees hired after March 31, 1986, are subject to the Medicare portion of the tax, regardless of coverage in a retirement plan.

A qualifying plan must meet certain requirements to provide a benefit approximately equivalent to that provided under social security. The requirements are discussed in detail in Regulation 31.3121(b). The remuneration received for services by volunteers, if it is subject to FICA, is taken into account in determining the employee's social security benefits. There are special rules for determining whether a part-time employee (including a "volunteer") is covered by a public retirement system. The accrued benefits under the plan must be 100 percent nonforfeitable to meet the test. See [Publication 963](#) for more information.

## Exception for Emergency Workers

There are special rules under section 3121(b) that except emergency workers from social security coverage. This exception applies only in when the workers are hired to respond, on a temporary basis, to an unforeseen, unusual situation to perform services related to that emergency (forest fire, flood, earthquake, flood, etc.). Firefighters or emergency workers who serve or are available on a continuing or regular basis do not meet this test.

## Reimbursements

If a volunteer receives only reimbursement or allowance for expenses, these payments will be excludable only if they meet the accountable plan rules, discussed in [Circular E](#). If the tests are not met, then the allowances are treated as wages, and subject to the withholding rules discussed above. If the only consideration a volunteer receives is expense reimbursement under an accountable plan, and the expenses are properly accounted for, there are no wages and therefore no withholding for income, social security or Medicare tax is required.





[www.iafc.org](http://www.iafc.org)

International Association of Fire Chiefs  
Volunteer and Combination Officers Section  
4025 Fair Ridge Drive, Suite 300  
Fairfax, VA 22033  
703/273-0911

## **Project Description for the Proposed 84,000-barrel Tank at the Wahsatch UT MPL Station**

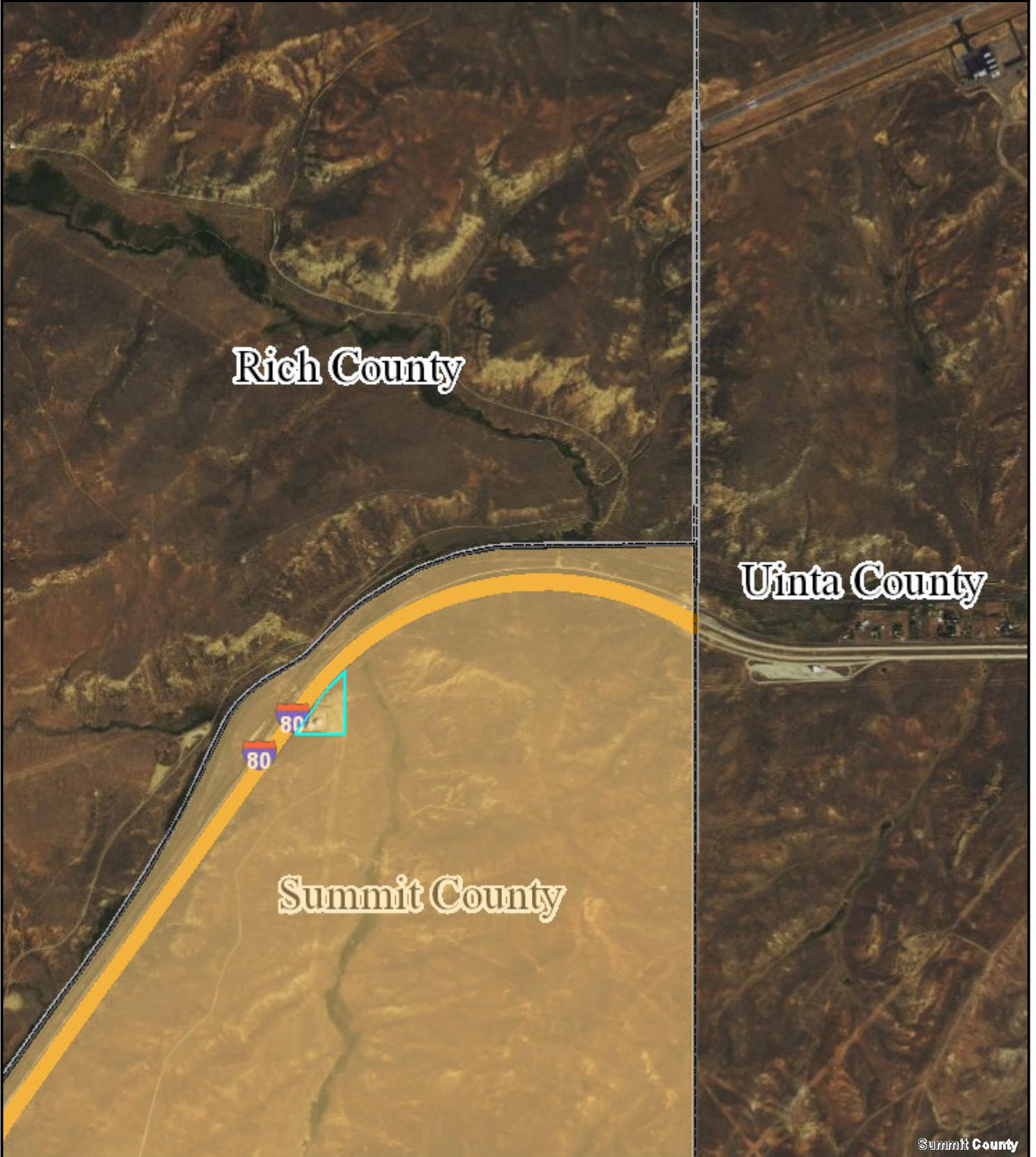
**Background and Location:** Marathon Pipe Line Company LLC (MPL), a wholly owned subsidiary of Marathon Petroleum Company LP (Marathon) is planning on constructing an aboveground storage tank (AST) at its Wahsatch UT pipeline station. The tank will be located at NW ¼, NW ¼, Section 20, Township 6 North, Range 8 East, Summit County, Utah.

**Facility information:** There are two existing tanks that have the same size (dimensions and capacity). The first tank was built in 1981 and the second tank was built in 2004. The proposed tank will be the third tank at this MPL Station, and this is part of a long-term planning needs for the pipeline system to have efficient method of transporting crude from the oil production facilities to the area refineries (Salt Lake City UT area). The facility is normally not manned. It will be visited periodically by operations and maintenance personnel from Marathon Pipe Line LLC. The tanks at this facility are owned by Marathon Pipeline LLC but the land is leased by Marathon from Beaver Creek Investments, C Bar AMR Holdings and Murphy Ranch Holdings.

**Construction:** The tank will be constructed of steel with a one hundred ten (110) feet diameter and fifty (50) feet in height. The tank will have a permanent cone roof as well as an internal floating roof and it will be used to store crude oil with an approximate capacity of 84,000 barrels (3,528,000 gallons). The tank will be built according to Marathon's normal standard normal which includes the industry standard codes such as API 650 and NFPA 30 requirements. The tanks at this facility are considered Confined Space units with no occupancy and are subject to OSHA hazardous confined space rules. The tanks are also subject to US DOT Pipeline and Hazardous Material Safety Administration (PHMSA) rules and regulations. Construction will take approximately eight (8) months. The tank will be equipped with cathodic protection and a ring wall foundation occupying approximately 9500 square feet or 0.218 acres. The tank will be constructed in situ soil with a liner (Bentomat ST) underneath the tank bottom. The tank will also have a set of winding stairways to access the top of the tank for inspection and maintenance. The tank will also be constructed and operated in accordance with US EPA New Source Performance Standard (NSPS) and state (if any) air permitting rules requirements. The tank will also be constructed inside a secondary containment (existing or new) to comply with US EPA's Spill Prevention Control and Countermeasure (SPCC) rules as well as NFPA 30 requirements. The secondary containment will have minimum capacity of 110 percent of the capacity and will be equipped with a normally closed manually operated valve for stormwater drainage.

**Tank operations:** The tank will be fed by the Salt Lake City (SLC) Core Pipeline System which in an eight inch (8") crude pipeline from Granger and then will ship product out to the Aspen to North Salt Lake sixteen inch (16") pipeline. There is no truck off-loading or loading for this tank or other tanks at this facility. The tank will be equipped with tank gauges and high-level alarms and overfill prevention systems.

# Summit County Zoning Map



1 in = 3,009 feet  
Imagery courtesy of Google



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, including Summit County which is not responsible for its accuracy or timeliness.

# SLC Core Expansion - Wahsatch Proposed Tank Location

Wahsatch New Tank - NFPA 30 Shell to Shell Spacing Requirements					
Tank Name	Diameter	Floating Roof Tank	Liquid Classification	Minimum Req'd Spacing*	Design Spacing
TK-46101 & TK-46398	113' & 112'	Yes	Class I	37.5'	42'
TK-46398 & TK-XXXX	112' & 110'	Yes	Class 1	37'	37'

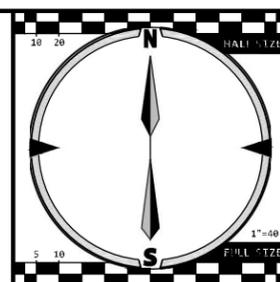
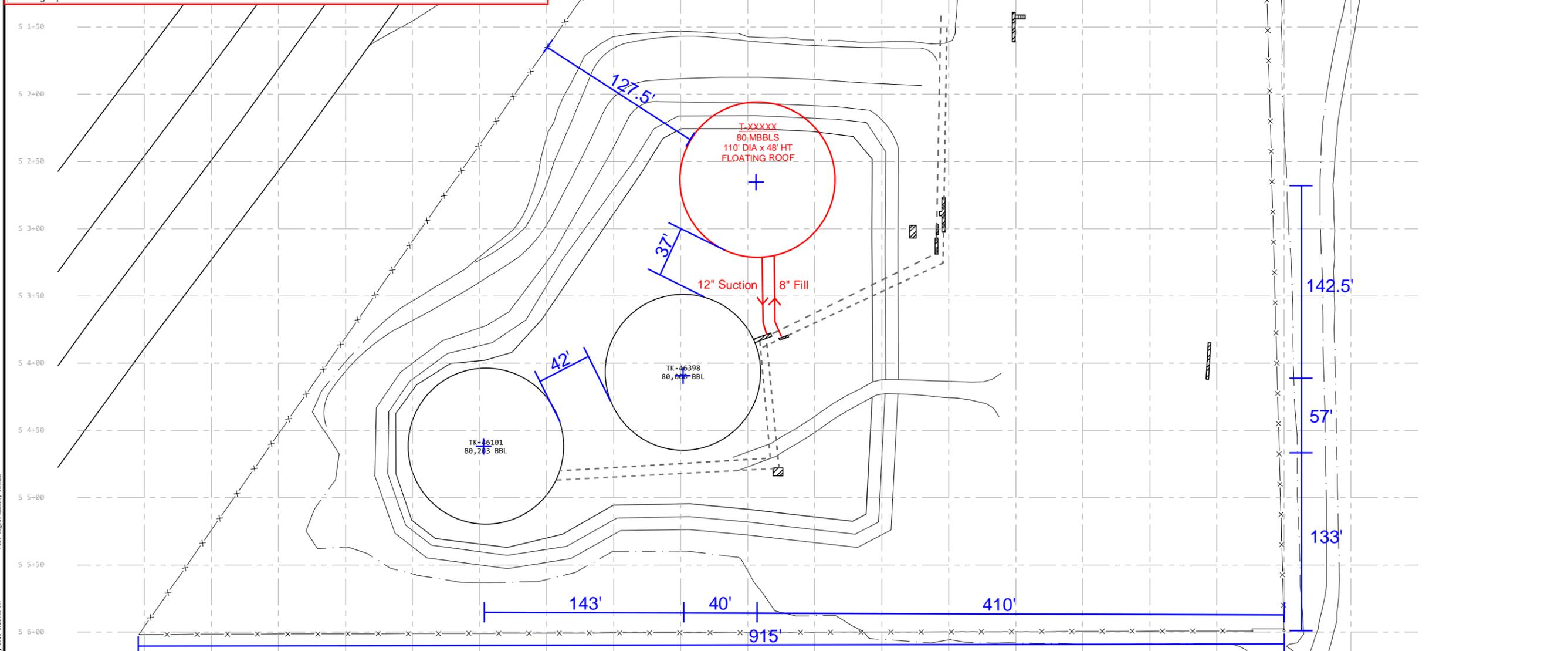
\*Minimum required spacing calculated from NFPA 30 Table 22.4.2.1: minimum shell to shell spacing equals 1/6 x sum of adjacent tank diameters but not less than 3ft.

Wahsatch New Tank - NFPA 30 Property Line Spacing Requirements					
Tank Name	Diameter	Floating Roof Tank	Protection for Exposures	Minimum Req'd Spacing*	Design Spacing
TK-46101	113'	Yes	Yes	56.5'	75'
TK-46398	112'	Yes	Yes	56'	150'
TK-XXXX	110'	Yes	Yes	55'	127.5'

\*Minimum required spacing calculated from NFPA 30 Table 22.4.1.1(a): minimum tank spacing from property line equals 1/2 x diameter of tank if protection for exposures are in place.

Wahsatch New Tank - NFPA 30 Nearest Important Building Spacing Requirements					
Tank Name	Diameter	Floating Roof Tank	Protection for Exposures	Minimum Req'd Spacing*	Design Spacing
TK-46101	113'	Yes	Yes	19'	>150'
TK-46398	112'	Yes	Yes	19'	>150'
TK-XXXX	110'	Yes	Yes	19'	>150'

\*Minimum required spacing calculated from NFPA 30 Table 22.4.1.1(a): minimum tank spacing from nearest important building equals 1/6 x diameter of tank.



**NOTES:**

- FIELD VERIFICATION OF EVERYTHING SHOWN ON DRAWING IS REQUIRED FOR DESIGN AND/OR CONSTRUCTION USE.

**COORDINATES:**  
 LAT: 41°14'37.23"N  
 LONG: 111° 4'11.58"W

REFERENCE SHEET #	REFERENCE SHEET # CONTINUED	REV	STATUS	MOC	AFE	DESCRIPTION	DATE	BY	CHK	ENG	MGR
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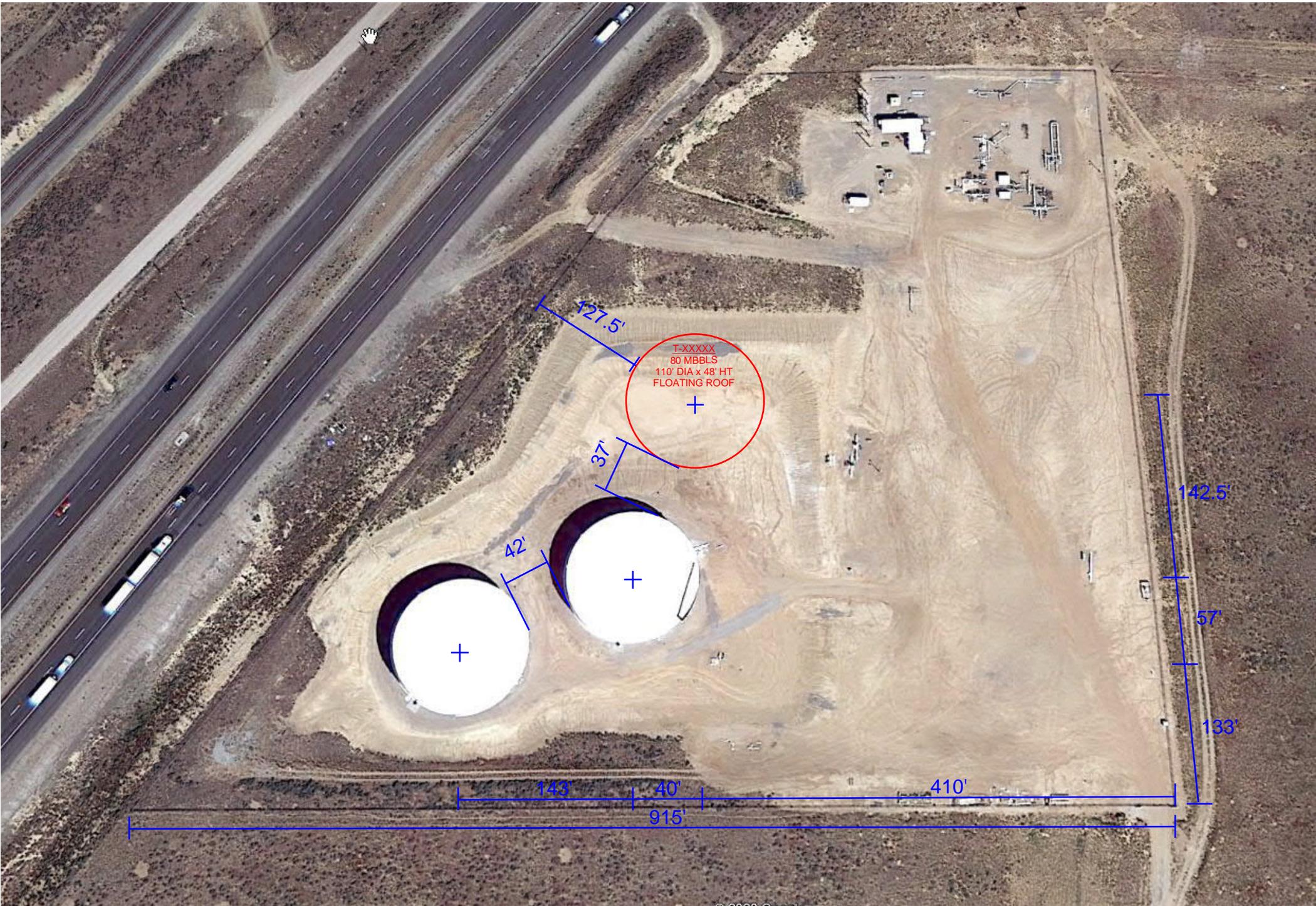
ASSET: WAHSATCH STATION  
 LOCATION: SUMMIT COUNTY - UTAH  
**PLOT PLAN**  
 OVERALL SITE  
 MTN-WAH-PLP-0001

SCALE: 1" = 40'-0"

The information and concepts contained in this document are confidential and the property of Marathon Petroleum. Duplication or use of this information and/or construction of systems based on this document are strictly prohibited without written authorization from Marathon Petroleum. Prior to design or field activities, a field verification should be conducted to ensure drawing accuracy and completeness.

REVISION 1

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 Date: Thursday, October 3, 2019 11:21:41 PM



T-XXXXX  
80 MBBLs  
110' DIA x 48' HT  
FLOATING ROOF

127.5'

37'

42'

142.5'

57'

133'

143'

40'

410'

915'

**APPROVED**  
 REFERENCED BY STANDARDS:  
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 LNS-COM-86-PSS  
 LNS-COM-376-SFE

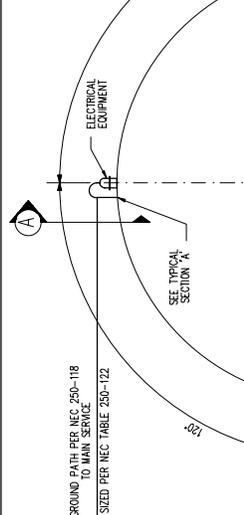
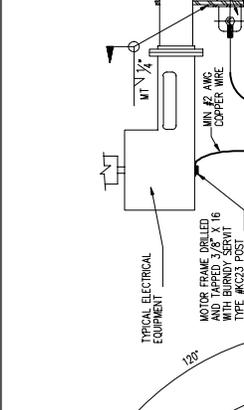
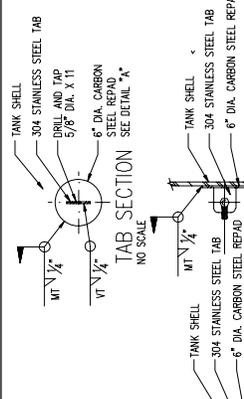
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 - GSTD-0101-01-E

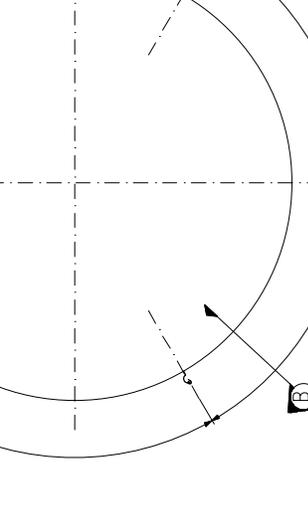
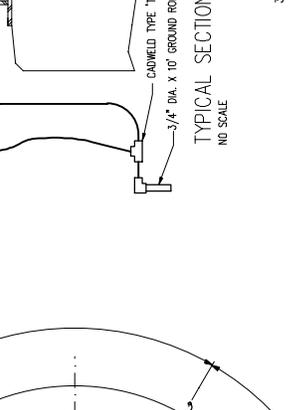
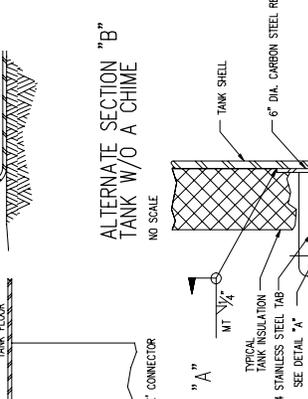
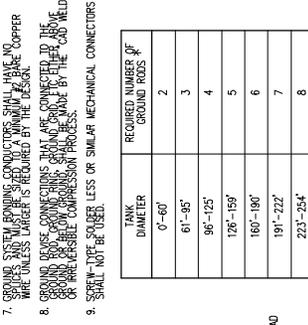
LS&E ENGINEERING STANDARD  
 TYPICAL TANK GROUNDING METHOD

NOTES:  
 1. IF GROUND ROD CANNOT BE DRIVEN TO FULL DEPTH, DRIVE AT AN ANGLE AND NOT LESS THAN 45 FEET DEEP.  
 2. THE ELECTRICAL EQUIPMENT GROUND FOR ANY ELECTRICAL EQUIPMENT MOUNTED TO THE TANK SHALL BE CONNECTED TO INSULATION TABS TO BE VISIBLE.  
 3. THE INSULATION ON INSULATION TANKS TO BE VISIBLE.  
 4. SEE CONSTRUCTION PRACTICE LNS-COM-011 TANK GROUNDING FOR SPECIFICATIONS FOR THE NEED TO PROTECT GROUND TANK DIAMETER.  
 5. IF NO GROUNDING LUGS ARE AVAILABLE, AS SHOWN IN TYPICAL SECTION "A", INSTALL AN ADDITIONAL GROUNDING ROD.  
 6. CONNECTION OF 304 STAINLESS STEEL ATTACHMENT OR SHEET PILE AND WELD SHALL HAVE NO WIRE UNLESS LARGER IS REQUIRED BY THE DESIGN.  
 7. GROUNDING SYSTEM BONDING CONDUCTORS SHALL HAVE NO SHEET PILE AND WELD SHALL HAVE A MINIMUM 1/2" BAKE COPPER WIRE UNLESS LARGER IS REQUIRED BY THE DESIGN.  
 8. GROUNDING SYSTEM BONDING CONDUCTORS SHALL BE CONNECTED TO THE GROUNDING ROD OR SHEET PILE AND WELD SHALL BE MADE BY THE "COLD WELD" OR AN EQUIVALENT PROCESS.  
 9. SPALLS NOT BE REPAIRED OR SIMILAR MECHANICAL CONNECTORS



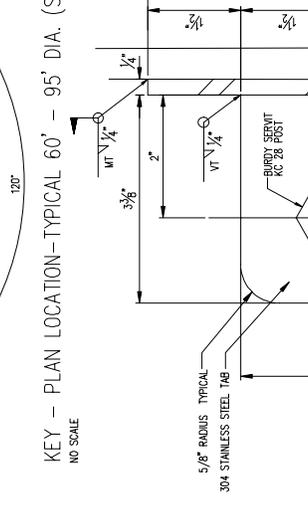
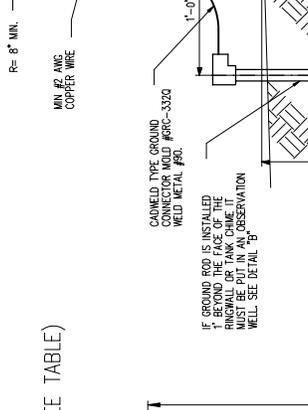
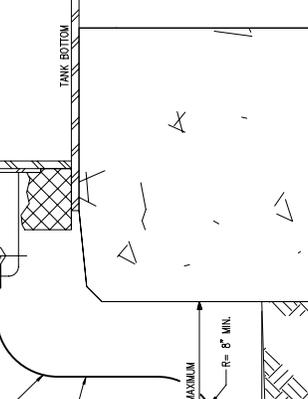
TANK DIAMETER	REQUIRED NUMBER OF GROUND RODS
0'-60"	2
61'-95"	3
96'-125"	4
126'-159"	5
160'-190"	6
191'-222"	7
223'-254"	8

\* PER NFPA 700 (SEE NOTE 4)

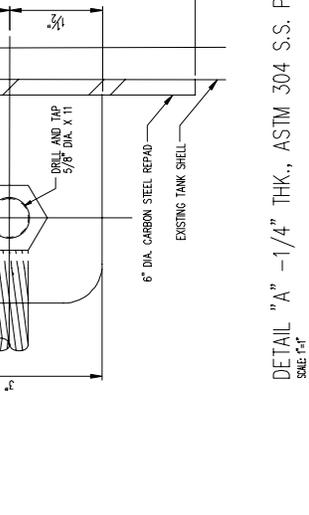
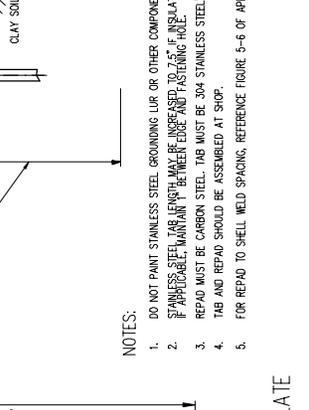
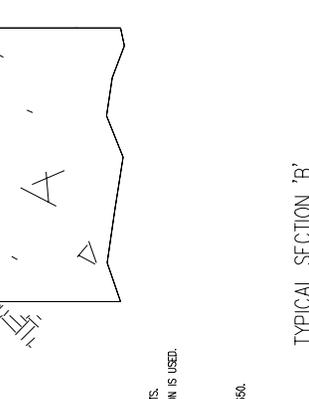


ITEM	DESCRIPTION	QTY	COZA
1	GROUND ROD, GALVANIZED WITH CARBON CORE, 3/4" X 10'-0"	1	
2	CONNECTOR, #2-2/0 CABLE TO 3/4" ROD	1	
3	THERMOWELDED #38-6344-24 (HEAVY DUTY WELD)	1	

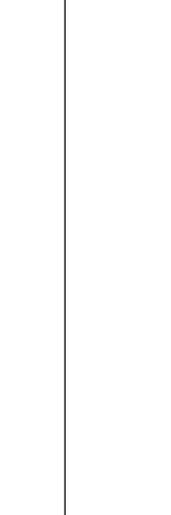
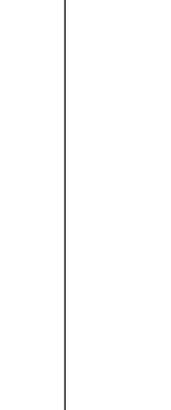
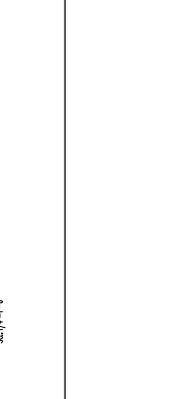
NOTE: SAME DETAIL FOR CAPPED AND MECHANICAL CONNECTORS.



NOTES:  
 1. DO NOT PAINT STAINLESS STEEL GROUNDING LUG OR OTHER COMPONENTS.  
 2. STAINLESS STEEL TAB LENGTH MAY BE INCREASED TO 24\"/>

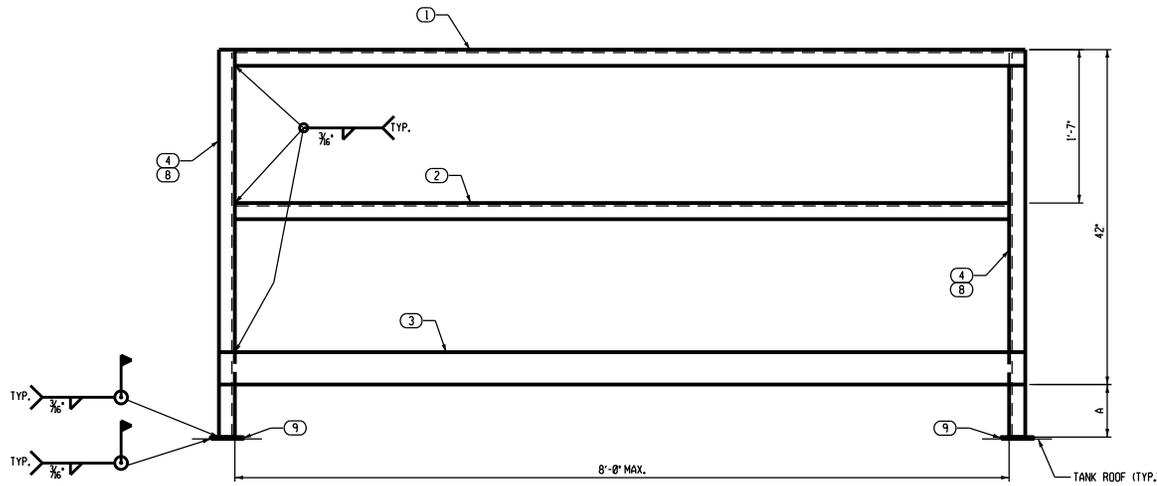


DETAIL 'B'  
 OBSERVATION WELL  
 SCALE: 1/8\"/>

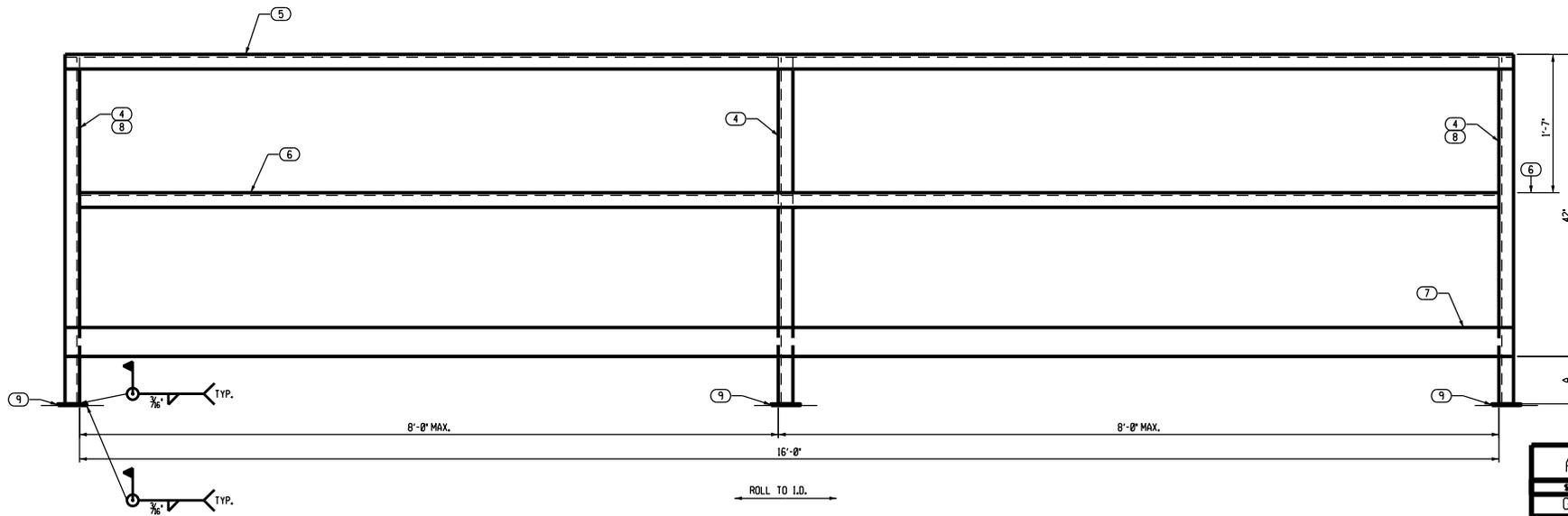








**DETAIL A**  
INSIDE VIEW



**DETAIL B**  
INSIDE VIEW

BILL OF MATERIAL, QUANTITIES SHOWN ARE FOR 1 ITEM			
MARK	QTY.	DESCRIPTION	SPECIFICATION
1	1	L2" x 2" x 3/8" x .125"	A36
2	1	L2" x 2" x 3/8" x .125"	A36
3	1	BAR 4" x 1/2" x .125"	A36
4	..	L2" x 2" x 3/8" x .125"	A36
5	1	L2" x 2" x 3/8" x .125"	A36
6	2	L2" x 2" x 3/8" x .125"	A36
7	1	BAR 4" x 1/2" x .125"	A36
8	..	L2" x 2" x 3/8" x .125"	A36
9	..	PL 1/4" X 4" X 4" (ROUNDED CORNERS 1" RAD.)	A36

INSULATION THICKNESS (IN)	"A" (IN)
0	1/4"
1	2 3/8"
2	3 3/8"
3	4 3/8"
4	5 3/8"

NO.	DATE	BY	DESCRIPTION
1	8/14/02	BSH	CHANGED FROM ASD-010-01-C TO GSTD-0111-01-C
2	04/01/04	LJR	REVISED TO MEET OSHA REQUIREMENTS
3	12/02/04	TLP	ADDED MARK 9 TO BILL OF MATERIALS & DWG
4	09/02/16	ALM	UPDATED STANDARD REFERENCES
5	2-13-18	ALM	UPDATED STANDARD REFERENCES



STANDARD STORAGE  
TANK ROOF GUARDRAILS  
STANDARD 8" & 16" SECTIONS

**APPROVED**

Standard Drawing Number

GSTD-0111-01-C

Reference by Standard

TNL-SFT-00333-DGN

TNL-CON-00407-SPE

TNL-SFT-00334-DGN

TNL-CON-00376-SPE

TNL-MNT-00361-DGS

DATE 06-22-2000

DESIGNED BY W.S. WALLENFELSZ

CHECKED BY JIM MOORE

DATE 06-22-2000

SCALE 3/4"=1' (111811) 11/2"=1' (22234)

PROJECT NO. 06-22-2000

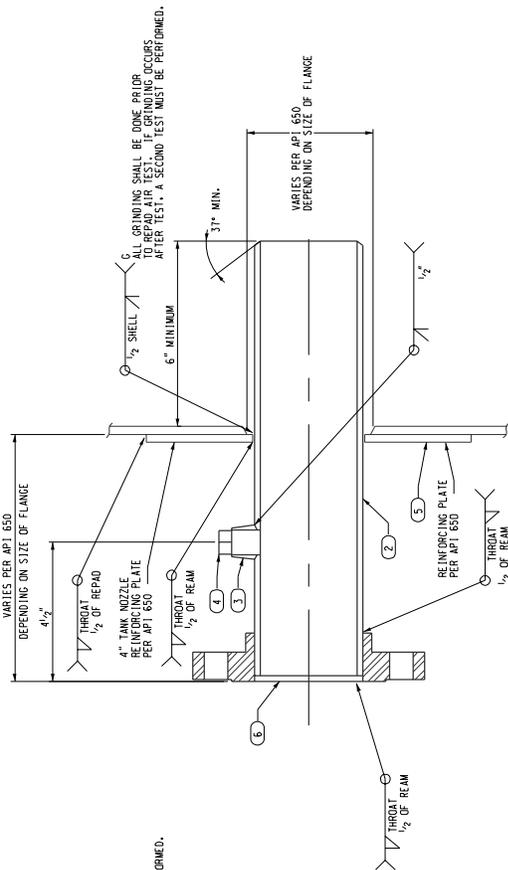
DWG NO. GSTD-0111-01-C

METC ENGINEERING STANDARD  
SCALE 3/4"=1' (111811) 11/2"=1' (22234)  
DATE 06-22-2000  
DESIGNED BY W.S. WALLENFELSZ  
CHECKED BY JIM MOORE  
DATE 06-22-2000  
DWG NO. GSTD-0111-01-C

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BILL OF MATERIAL	
MARK	DESCRIPTION
2	AS REQ'D, PIPE - SIZED AS NEEDED; NOZZLE SHOULD BE SCH40 MINIMUM
* 3	1 THREAD-Q-LET - 1/2", 3000#, A105, C.S.
* 4	1 PLUG - 1/2", SQUARE HEAD, SOLID STEEL
5	1 PLATE - PL. MATL PER API 650
6	1 FLANGE - ...", 150# RFSD NECK FLANGE, A105

\* NOTES FOR ASPHALT TANKS MARK NUMBERS 3 AND 4 ARE NOT REQUIRED.  
 2. ALL MATERIAL PER API 650. ALL MATERIAL PER API 650. ALL MATERIAL PER API 650.  
 3. ALL NOZZLES ARE REFERRED UNLESS EXISTING ARE REGULAR TYPE.  
 4. ALL NOZZLES ARE REQUIRED TO BE WITH REDUCED OR FULL THROTTLE WITH A THREAD-Q-LET.



REGULAR OR LOW TYPE

REGULAR OR LOW TYPE  
(IMPL. PREFERRED)

NO.	DATE	DESCRIPTION
1	11-10-15	CHANGED DRAWING TYPE TO - I-TANK
2	9-2-16	UPDATED STANDARD REFERENCES
3	6-26-19	ADDED "MPL. PREFERRED"
4	MEH	
5	MEH	
6	MEH	
7	MEH	
8	MEH	
9	MEH	
10	MEH	
11	MEH	
12	MEH	
13	MEH	
14	MEH	
15	MEH	
16	MEH	
17	MEH	
18	MEH	
19	MEH	
20	MEH	



STANDARD SHELL NOZZLE DETAILS	
MATE ENGINEERING STANDARD	
SCALE	3"=1' (11X11) 3"=1' (22X24)
DATE	9-11-2009
DRAWN BY	B.S. MILLER/LSZ
CHECKED BY	LOUIS COSTER
DATE	
UNIT	INCH-POUND
UNIT	INCH-POUND

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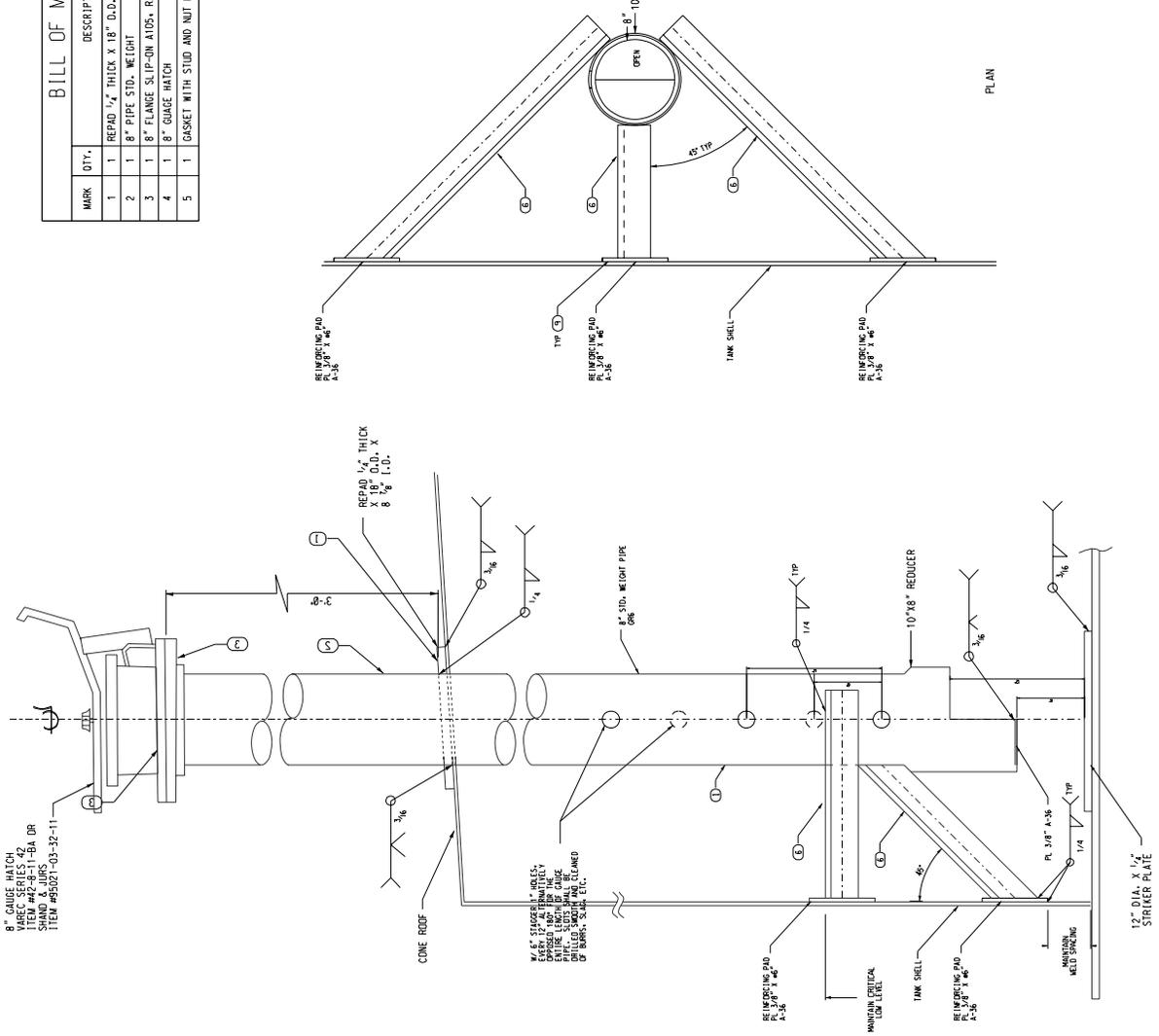




### BILL OF MATERIAL

MARK	QTY.	DESCRIPTION	SPECIFICATION
1	1	REPAID 1/2" THICK X 18" O.D. X 8 7/8" I.D.	A36
2	1	8" PIPE STD. WEIGHT	A36
3	1	8" FLANGE SLIP-ON A105, RAISED FACE, 150#	A105
4	1	8" GUAGE HATCH	A105
5	1	GASKET WITH STD AND NUT KIT	A105

8" GUAGE HATCH  
 WABEC SERIES 42  
 ITEM #42-R-11-BA DR  
 ITEM #42-R-11-BA DR  
 ITEM #42-R-11-BA DR



**APPROVED**  
 STANDARD DRAWING NUMBER  
 LSTD-0151-01-1  
 REFERENCED BY STANDARD(S)  
 TNL-MN-00361-DGS  
 TNL-COM-0007-SPE

NO.	DATE	DRW. REVISIONS
1	9/9/04	ISSUED REPAIR
2	4/29/08	ADDED VAPOR SLEEVE AND MISC. NOTES.
3	8/11/14	DATE
4	7/14/18	DATE



STANDARD GUAGE LUBING  
 FOR TYPICAL STORAGE TANK  
 WITHOUT FLOATING ROOF  
 MATE ENGINEERING STANDARD  
 SCALE: 1/4" = 1'-0"  
 DATE: 09-07-2002  
 DRAWN BY: W.S. MILLER/ELC  
 CHECKED BY: JIM ROUSE

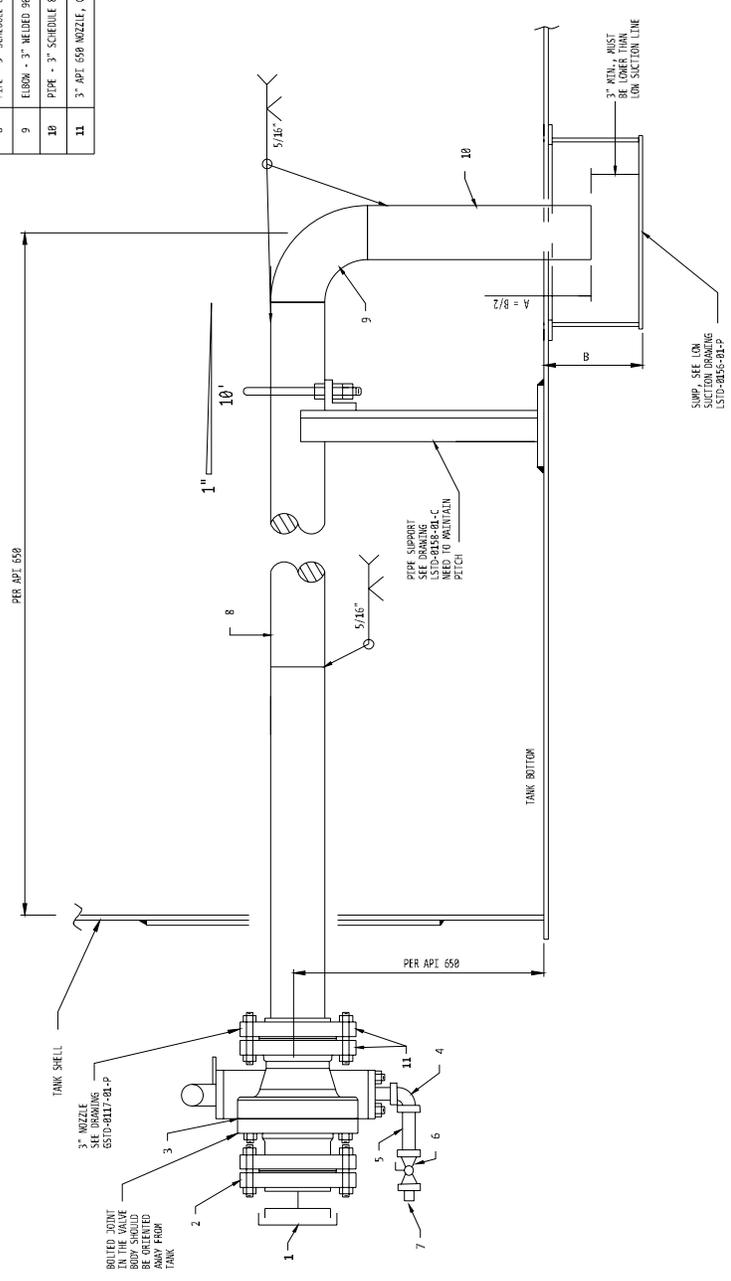
UNIT: IMP. SHIP-TYPE  
 LSTD-0151-01-1



**APPROVED**  
 REFERENCED BY STANDARDS:  
 TNL-MNT-0008-1-EGS  
 TNL-COM-0007-SPE  
 TTR-000-0008-EGS

**TRUNNION MOUNTED BALL VALVE**

ITEM	DESCRIPTION
1	3" MALE CAP CAM & GROOVE TYPE DS DUST CAP
2	3" FEMALE CHECK CAM & GROOVE ADAPTER X150# FLANGE 316 S.S.
3	3" BALL VALVE, WRP DYNASEAL 370DS TRUNNION MOUNTED BALL VALVE, 3-370DS-120#-RF X RF-24-RF-25HR REGULAR LEVER HANDLE
4	1/2" 90° STREET ELBOW, CLASS 3000, SCH160
5	1/2" X 3" NIPPLE, SCH160
6	1/2" BALL VALVE, APRLO 92-405-24-27
7	1/2" PLUG, CLASS 3000
8	PIPE - 3" SCHEDULE 80 C.S.
9	ELBOW - 3" WELDED 90° L.R. SCHEDULE 80
10	PIPE - 3" SCHEDULE 80 C.S.
11	3" API 650 NOZZLE, CLASS 150



3" NOZZLE  
 SEE DRAWING  
 GSTD-8117-84-P

BULLED JOINT  
 IN THE VALVE  
 BODY SHALL  
 BE ORIENTED  
 AWAY FROM  
 TANK

PIPE SUPPORT  
 LISTED-2015-21-C  
 NEEDED TO MAINTAIN  
 PITCH

SUMP, SEE LON  
 LISTD-2015-80-P

REV	DATE	NO. #	PROJECT ID#	REVISION DESCRIPTION	DESIGNER	APPROVER
5	12-14-10			WEIGHT TRUNNION BALL VALVE	JLS	000

WATE ENGINEERING STANDARD  
 STANDARD BALL VALVE  
 WATER DRAW-OFF  
 FOR TYPICAL LIGHT PRODUCTS  
 STORAGE TANK



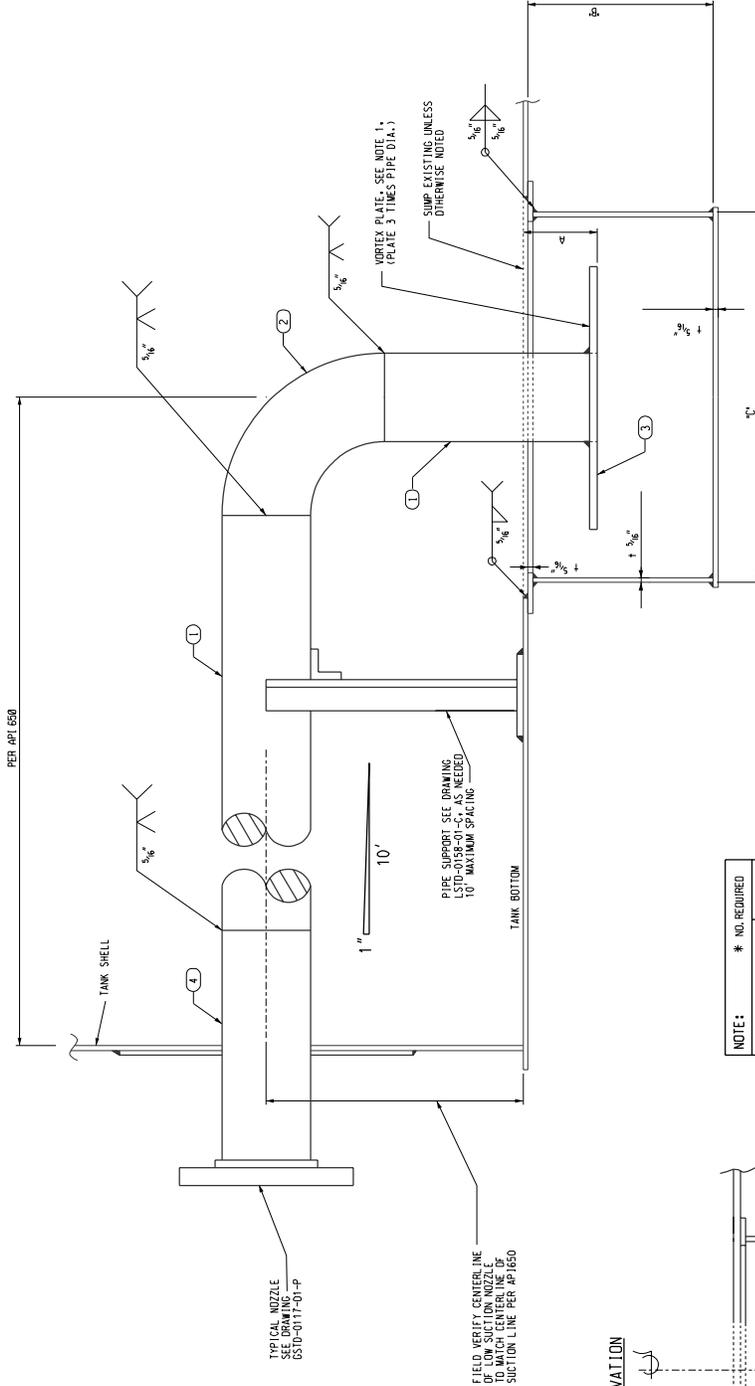
SCALE	NO. #
DATE	05-22-2002
DESIGN	JAM WOODS
DATE	
PROJECT ID	
DESIGNER	
APPROVER	

DRG. DRAWING NO.  
 - LSTID-01555-01-T

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**BILL OF MATERIAL**

MARK	QTY.	DESCRIPTION
1	AS REQ'D	PIPE - SCHEDULE 40, A-53, 6" FOR NEW - 4" FOR REPLACEMENT
2	1	ELOOM - WELD, SCHEDULE 40, 30" L.R., A-234 WPB, SIZE TO MATCH PIPE
3	1	VORTEX PLATE - 3/8" THICK, 3 X PIPE DIA., C.S., A-36
4	AS REQ'D	PIPE - SCHEDULE 80, A-106B, 6" FOR NEW - 4" FOR REPLACEMENT



NOTE:  
LOW SUCTION PIPING THAT TERMINATES OUTSIDE OF A SUMP MUST BE COUPLED WITH VORTEX PLATE.

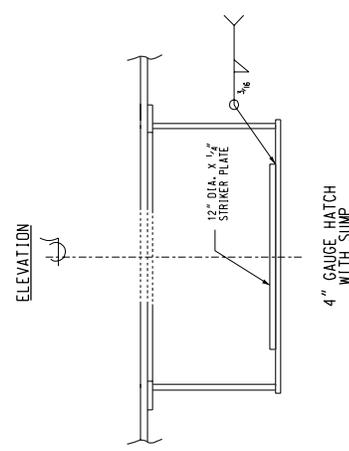
NEW	EXISTING
"A" 4"	A = B/3
"B" 1'-0"	FIELD DETERMINE
"C" 2'-0"	FIELD DETERMINE

**ELEVATION**

NOTE: \* NO. REQUIRED

QTY.	* NO. REQUIRED
1	1
2	2
3	3

\* NEW BOTTOMS ONLY. EXISTING TANKS SHOULD HAVE THE SAME NUMBER OF FLOOR, BUT PER API 650 SPACING FROM SHELL.



**APPROVED**

STANDARD DRAWING NUMBER  
LSTD-0158-01-T

REFERENCED BY STANDARD(S)  
TNL-MIN-00361-DGS  
TNL-COM-00407-SPE

NO.	DATE	DRN.	REVISIONS
1	6-16-08	DMC	ADDED 4" GAUGE HATCH WITH SUMP DETAIL
2	9-28-16	AM	UPDATED PER A. HOLMAN



STANDARD LOW SUCTION LINE FOR TYPICAL LIGHT PRODUCT'S STORAGE TANK

MATE ENGINEERING STANDARD

SCALE: 1/2"=1' (111817) 3/4" (122121)

DATE: 08-02-2009

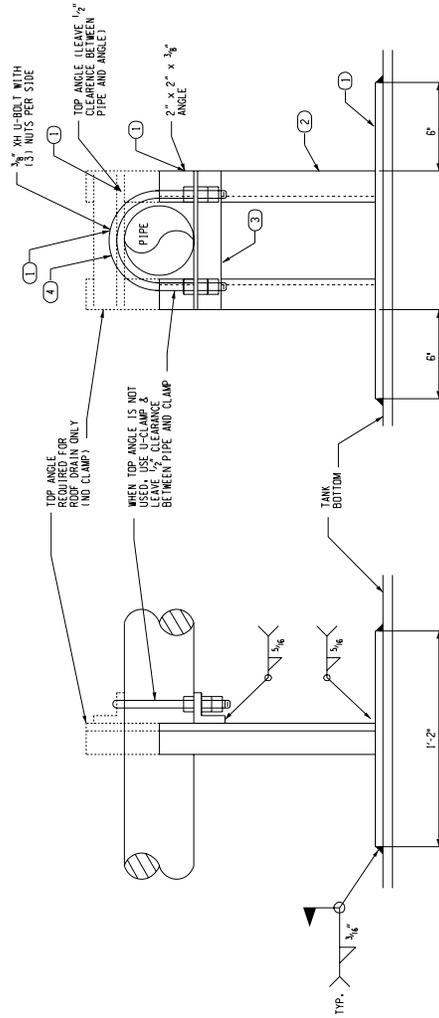
DRAWN BY: W.S. MILLER/LSJ

CHECKED BY: JIM ROUSE

UNIT: LBM-SH-TYPE  
LSTD-0158-01-I

THIS DRAWING IS THE PROPERTY OF WILBARTON PIPING COMPANY LLC AND IS NOT TO BE REPRODUCED WITHOUT THE EXPRESS WRITTEN CONSENT OF WILBARTON PIPING COMPANY LLC.

BILL OF MATERIAL		
MARK	QTY.	SPECIFICATION
1	1	STEEL PLATE WELDED TO FLOOR
2	2	2" x 2" x 3/8" ANGLE
3	1	2" x 2" x 3/8" ANGLE
4	1	3/8" WH U-BOLT WITH (3) NUTS PER SIDE
		GRADE 5



- NOTES:
1. REPAIR THICKNESS TO BE 1/4". CORNERS TO BE ROUNDED.
  2. SUPPORT SPACING TO BE MAXIMUM OF 10'.
  3. USE OF CLAMPS/ U-BOLTS FOR THE LAST PIPE SUPPORT UNLESS OTHERWISE SPECIFIED.

**APPROVED**

STANDARD DRAWING NUMBER  
LSTD-0158-01-T

REFERENCED BY STANDARD/S  
TNL-MNT-0008-H-DGSS  
TNL-CON-0007-SPE

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NO.	DATE	BY	REVISIONS
1	9/9/04	RSB	ADDED A NOTE & REV. TO OTHERS
2	9-28-16	ALM	STANDARD UPDATES PER A. HOLMAN
		RRB	
		MEH	



STANDARD PIPE SUPPORT FOR LIGHT PRODUCT'S STORAGE TANK

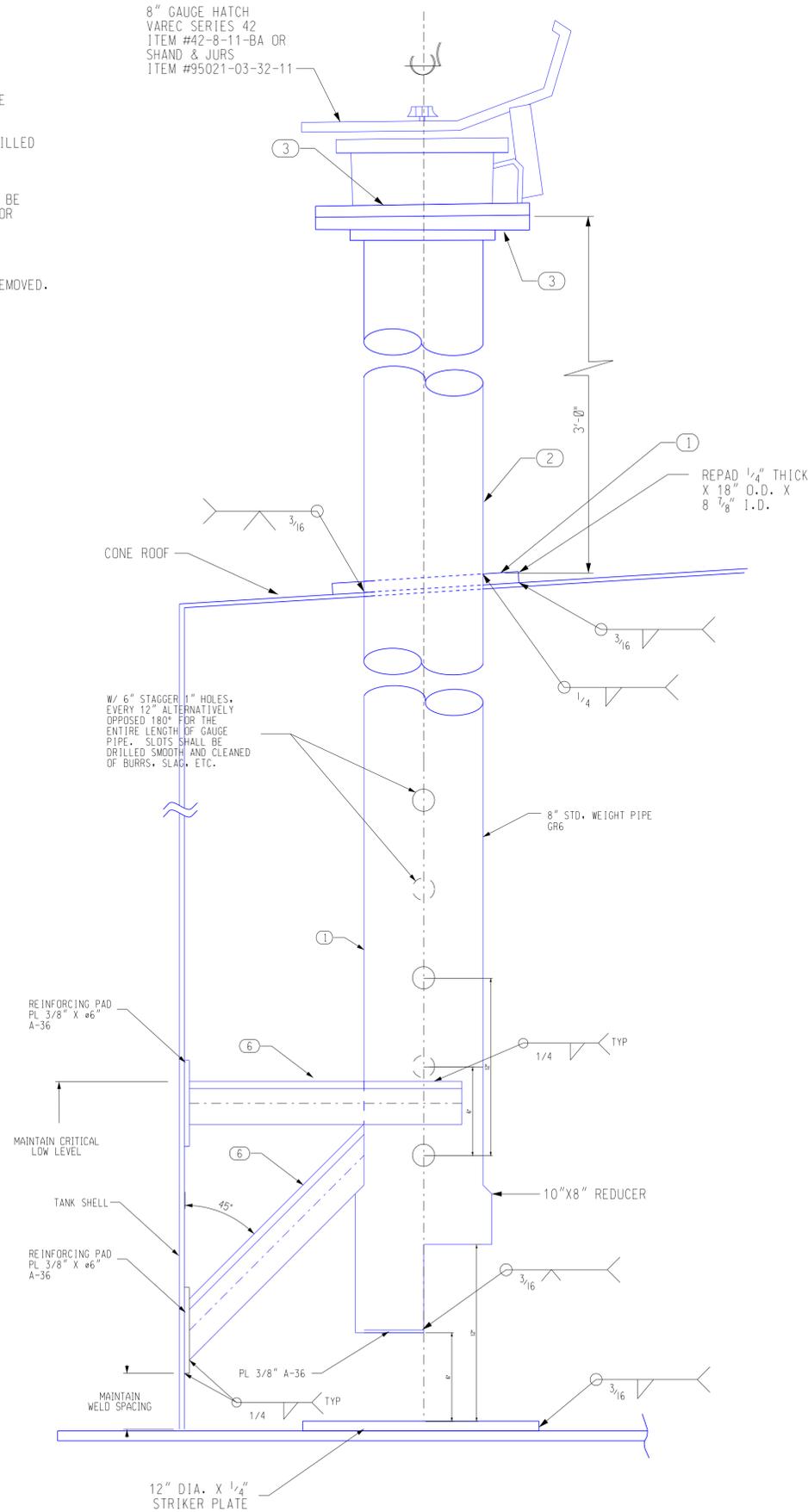
W&E ENGINEERING STANDARD  
SCALE: 1/2"=1' (11X11) 3/4"=1' (12X14)  
DATE: 09-03-2002  
DRAFTER: M.S. MULLER/ELSZ  
CHECKER: JIM MOORE  
FILE:

UNIT: INCH-POUND SYSTEM  
LSTD-0158-01-T

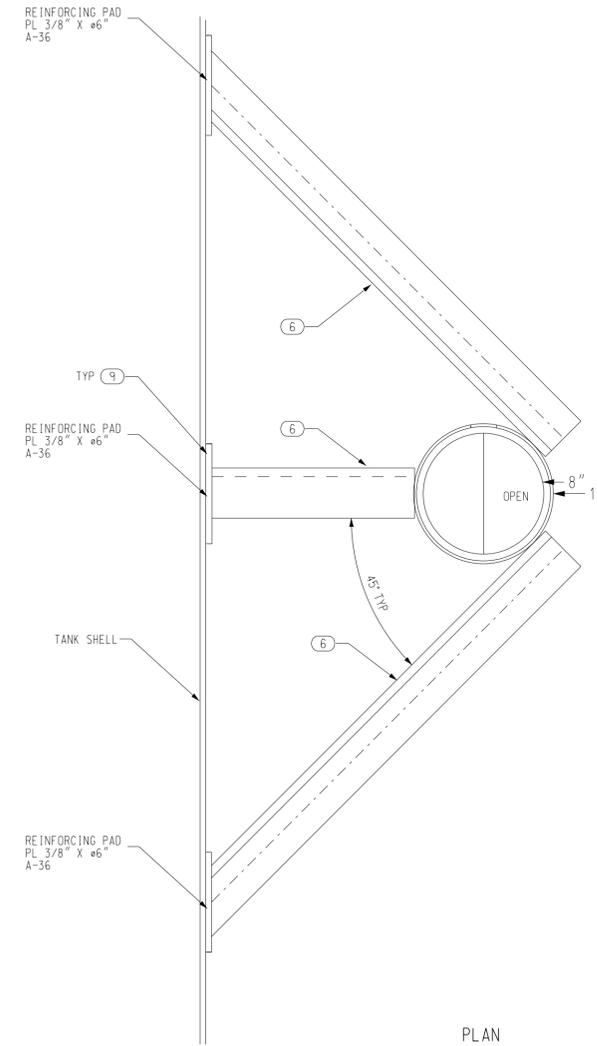
NOTE FOR MPL (DOT JURISDICTIONAL) TANKS:

- \* ON CRUDE OR CONDENSATE TANKS WITH NO EXISTING GAUGE POLE: INSTALL 10" DIAMETER DRILLED GAUGE POLE.
- \* ON PRODUCT OR NATURAL GASOLINE TANKS WITH NO EXISTING GAUGE POLE, INSTALL 8" DIAMETER DRILL GAUGE POLE.
- \* ON TANKS IN ANY COMMODITY SERVICE, EXISTING 8" DIAMETER DRILLED GAUGE POLES DO NOT NEED TO BE REPLACED WITH 10" DIAMETER GAUGE POLES.
- \* EXISTING 10" OR 8" DIAMETER GAUGE POLES NOT DRILLED ARE TO BE REPLACED WITH DRILLED GAUGE POLES, 8" FOR PRODUCT SERVICE OR 10" FOR CRUDE, NAT, OR CONDENSATE.
- \* EXISTING 6" GAUGE POLES WILL BE REPLACED.
- \* EXISTING 5" STILLING WELLS INSIDE THE GAUGE POLE WILL BE REMOVED.

8" GAUGE HATCH  
VAREC SERIES 42  
ITEM #42-8-11-BA OR  
SHAND & JURS  
ITEM #95021-03-32-11



BILL OF MATERIAL			
MARK	QTY.	DESCRIPTION	SPECIFICATION
1	1	REPAD 1/4" THICK X 18" O.D. X 8 7/8" I.D.	A36
2	1	8" PIPE STD. WEIGHT	A36
3	1	8" FLANGE SLIP-ON A105, RAISED FACE, 150#	A105
4	1	8" GAUGE HATCH	A105
5	1	GASKET WITH STUD AND NUT KIT	A105



<b>APPROVED</b>	
STANDARD DRAWING NUMBER	
LSTD-0160-01-T	
REFERENCED BY STANDARD(S)	
TNL-MNT-00361-DGS TNL-CON-00407-SPE	

NO	DATE	DFTR.	REVISIONS	DSMR.	JD	AEH	AEH
1	6-16-08	DMC	REMOVED 4" GAUGE HATCH AND 4" GAUGE HATCH WITH SHIP DETAILS				
2	2/26/14	PLD/TFC	REMOVED SPLIT DATUM PLATE, CHANGED DIM, ADDED SLOT NOTE, & ADDED PLAN VIEW				
3	9-28-16	ALM	STANDARD UPDATES PER A. HOLMAN				
4	2-14-18	ALM	ADDED MPL DOT CHART				

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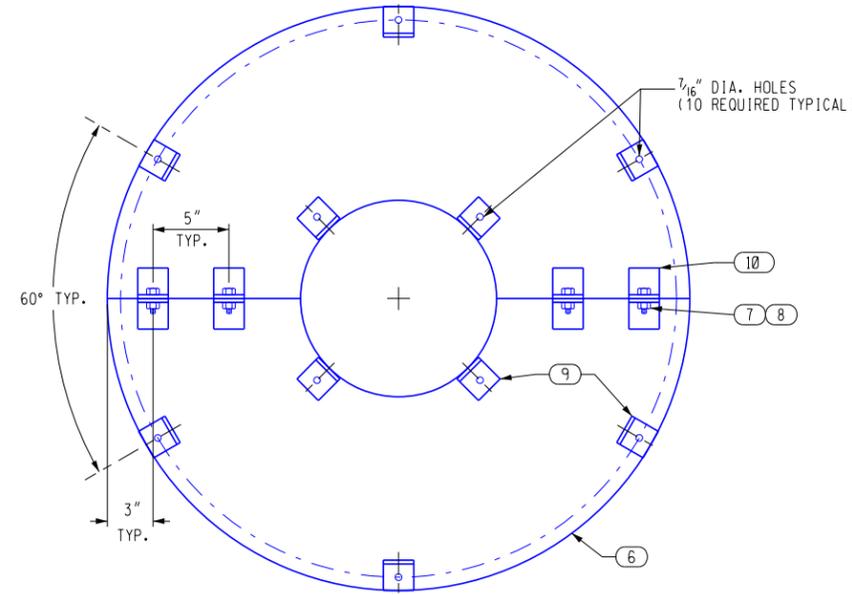


STANDARD ROOF GAUGE HATCH FOR TYPICAL LIGHT PRODUCT CONE ROOF TANK	
M&TE ENGINEERING STANDARD	
SCALE	NO SCALE
DATE	05-04-2002
DRAFTER	W.S. WALLENFELSZ
DESIGNER	JIM MOORE
AFE	
UNIT-DWG-SHT-TYPE	
DWG NO	LSTD-0160-01-T

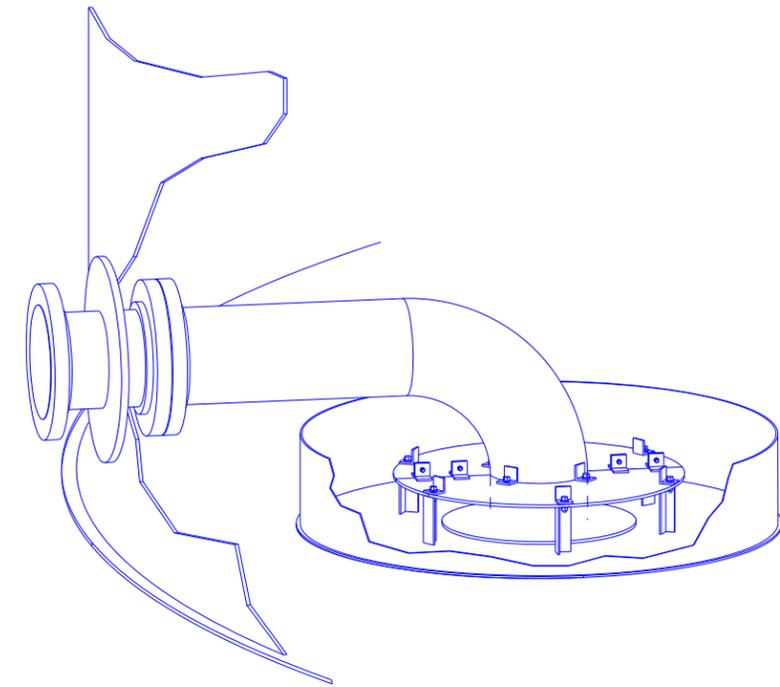




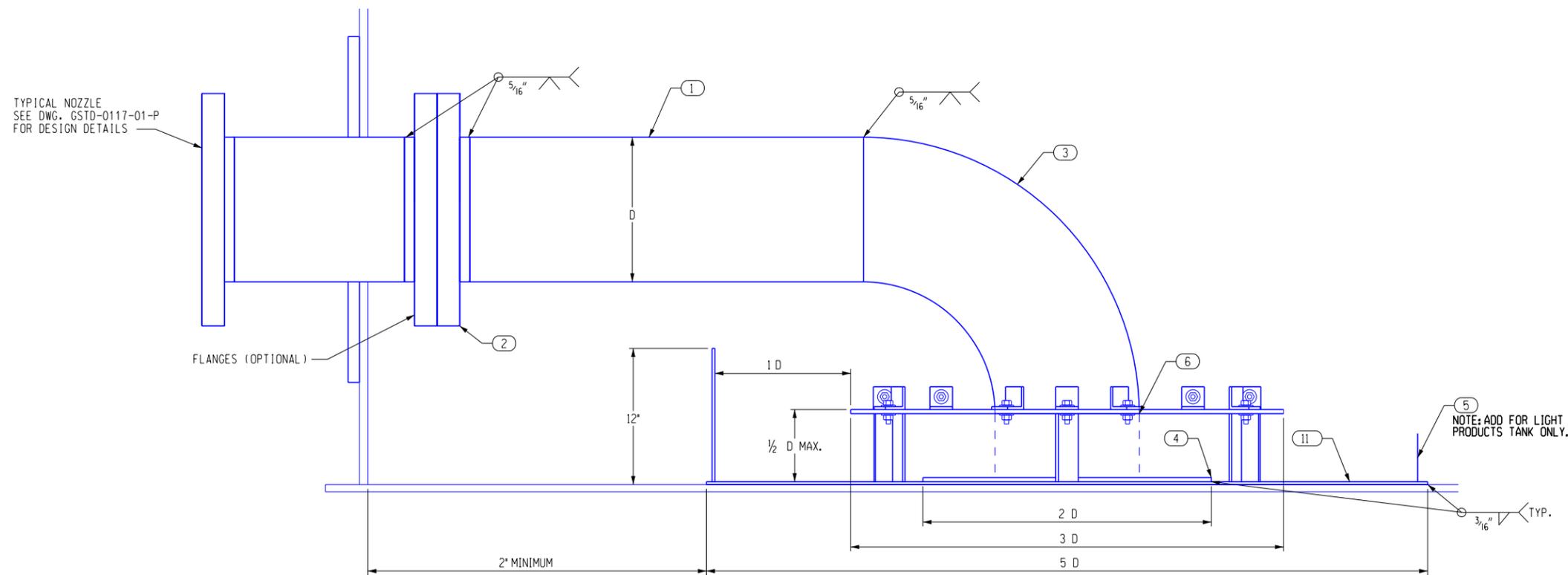
BILL OF MATERIAL		
MARK	QTY.	DESCRIPTION
1	AS REQ'D	PIPE - SCHEDULE 40, A-53, SIZED AS NEEDED
2	2 (OPTIONAL)	FLANGE - SLIP-ON, A105, RAISED FACE, 150#, SIZED TO MATCH PIPE
3	1	ELBOW - WELD, SCHEDULE 40, 90° L.R., A-234 WPB, SIZE TO MATCH PIPE
4	1	WEAR PLATE - 1/4", C.S., WELD, 2D' MINIMUM
5	1	DOM 1/4", C.S., WELD 1/2" DIA
6	1	VORTEX PLATE - 3/8" THICK, C.S.
7	14	NUTS - 3/8" Ø2H
8	14	BOLTS - 3/8" x 1 1/2" LONG - HEX HEAD
9	10	PLATE - 1/4" x 2' x 2', C.S.
10	8	ANGLE - 3/8" x 2' x 2' x 2', C.S.
11	1	WEAR PLATE - 1/4", C.S., WELD, 5D'



PLAN VIEW



ISO VIEW



SIDE VIEW

<b>APPROVED</b>	
STANDARD DRAWING NUMBER	
LSTD-0163-01-T	
REFERENCED BY STANDARD(S)	
TNL-MNT-00361-DGS TNL-CON-00407-SPE	

NO	DATE	D/FTR.	REV. NO.	REVISIONS	DSMR.	
					RFD	AEH
1	9/9/04	MSW		RE. NO. BILL MAT. & MADE MINOR CHG'S AS SHOWN		
2	9/28/16	ALM		STANDARD UPDATES PER A. HOLMAN		

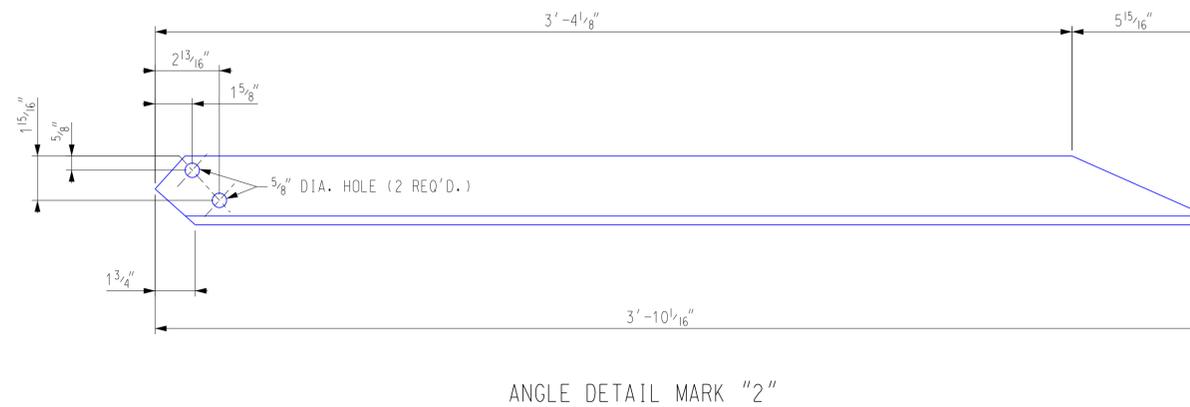
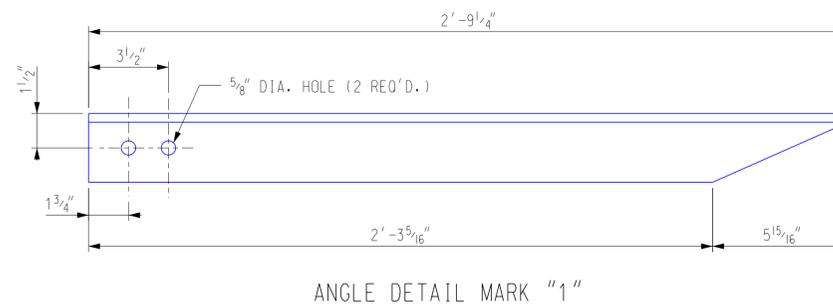
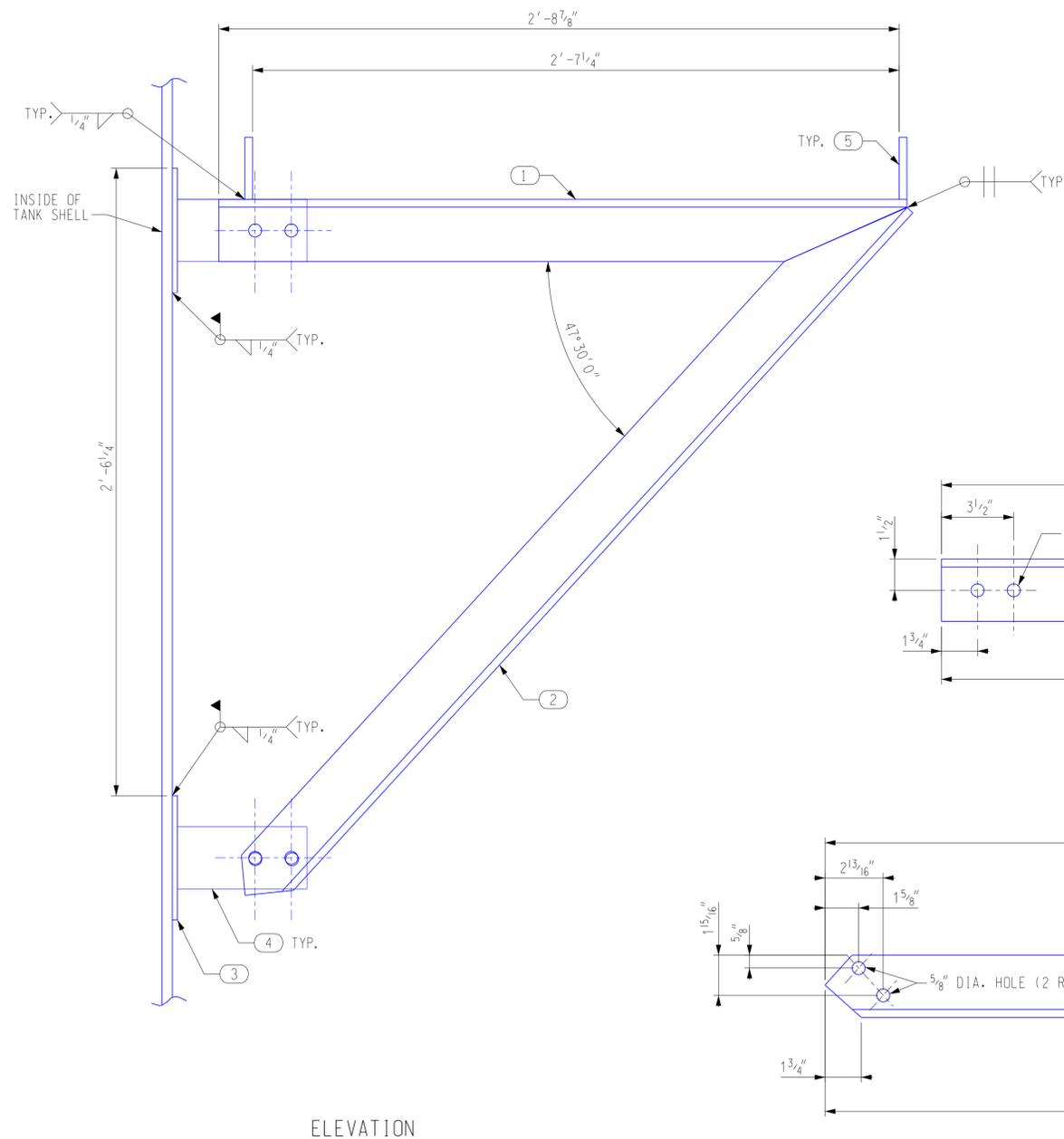
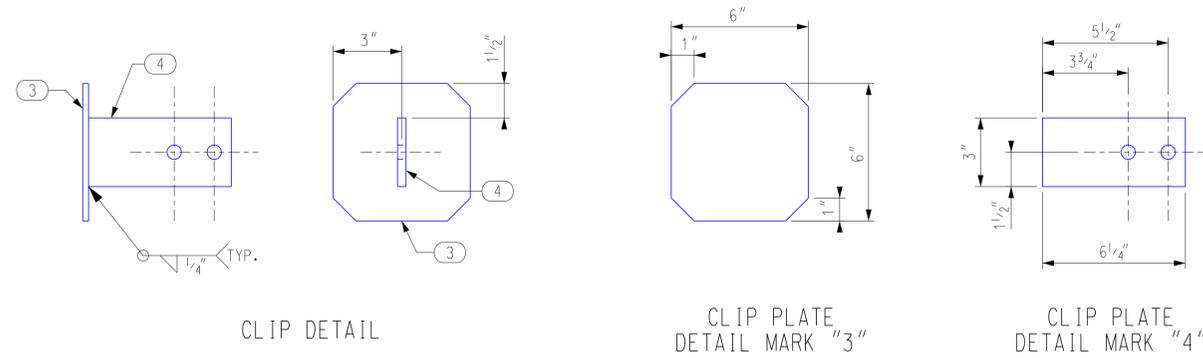
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STANDARD PIPELINE RECEIPT/ SUCTION FOR TYPICAL BNBREAKOUT STORAGE TANKS (CRUDE OIL ONLY)	
M&T ENGINEERING STANDARD	
SCALE	2"=1'(22X34) 1"=1' (11X17)
DATE	9-13-2004
DRAFTER	W.S. WALLENFELSZ
DESIGNER	R.R. DRERUP
AFE	
UNIT-DWG-SHT-TYPE	
DWG NO	LSTD-0163-01-T







BILL OF MATERIAL, QUANTITIES SHOWN ARE FOR 1 ITEM(S)				
SHIPPING PIECES	MARK	QTY.	DESCRIPTION	SPEC.
STAIRWAY BRACE				
1	-	-	ANGLE 3/8" X 3" X 3" X 2'-9 1/4" X SK.	A-36
2	-	-	ANGLE 3/8" X 3" X 3" X 3'-10 1/8" X SK.	A-36
3	-	-	PLATE 3/8" X 3" X 3" LG.	A-36
BRACE CLIPS				
4	-	-	PLATE 1/4" X 6" X 6" X SK.	A-36
5	-	-	PLATE 3/8" X 3" X 3" X 6 1/4" X SK.	A-36
BOLT AND NUT SET				
6	--	--	1/2" DIA. HEX HEAD BOLTS X 1 1/2" LG. STD. COARSE THDS.	A-193
7	--	--	1/2" DIA. WASHERS AND NUT STD. COARSE THDS.	A-194

\* ALL PARTS NEED TO BE HOT DIPPED GALVANIZED AFTER FABRICATION EXCEPT PM "3" & "4"

- NOTE:  
 1. BRACING SHALL BE PLACED EVERY 10'-0" FEET DOWN LENGTH OF STAIRWAY.  
 2. DRILL 5/8" DIA. HOLE WHERE PM "5" AND STAIRWAY MEET, AND BOLT TOGETHER.

**APPROVED**

STANDARD DRAWING NUMBER  
**LSTD-0173-02-T**

REFERENCED BY STANDARD(S)  
 TNL-MNT-00361-DGS  
 TNL-CON-00407-SPE  
 TNL-SFT-00333-DGN  
 TNL-SFT-00334-DGN

NO.	DATE	D/FTR.	REV.	REVISIONS	
				DATE	DESCRIPTION
1	9/28/16	ALM	ALM	STANDARD UPDATES PER A. HOLMAN	

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STANDARD WINDING STAIRWAY  
 BRACING SHEET 2 OF 2

M&T ENGINEERING STANDARD

SCALE 3"=1' (22X34) 1 1/2"=1' (11X17)  
 DATE 8-17-2004  
 DRAFTER W.S. WALLENFELSZ  
 DESIGNER KEVIN STOODT  
 AFE

UNIT-DWG-SHT-TYPE  
 DWG NO LSTD-0173-02-T













# Emergency Action Plan

**Wahsatch Station**

Original 4/2020

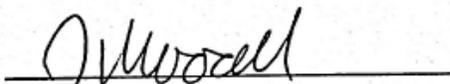
**PLAN APPROVAL STATEMENT**

**MARATHON WAHSATCH STATION  
EMERGENCY ACTION PLAN**

**This Emergency Action Plan is intended for responding to incidents occurring at the Wahsatch Station. It is designed to comply with the following requirements: 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response", 29 CFR 1910.39 "Fire Prevention Plan" and 29 CFR 1910.38 "Emergency Action Plan".**

**It will be the responsibility of the Emergency Management Group Representative to maintain and review this plan at least annually. All personnel affected by this plan will be trained of its content and are encouraged to participate in its annual review.**

**I certify, to the best of my knowledge and belief, under penalty of perjury under the laws of the State of Utah, that the information contained in this Emergency Action Plan is true and correct and that the plan is both feasible and executable.**



**Justin Merrell  
Area Manager  
Marathon Petroleum Corporation**

5-19-2020

**Date**

## DISTRIBUTION LIST

The Emergency Action Plan has been distributed to the personnel or areas listed in the table below.

Name	Position	Binder number
Jamey McLaughlin	Region Manager	1
Justin Merrell	Area Manager	2
John Craig	Operations Supervisor	3
Griffin Pickren	Operations Specialist	4
	Wahsatch Station Control Room	5, 6
Robert Kestenbaum	EMG Representative	7
Servil Hoff	EMG Representative	8
Luis Flores	Safety Representative	9
Kirt Rhoads	Environmental Representative	10

## RECORD OF CHANGES

This plan will be reviewed at least annually, or whenever necessary, for changes in procedures, response strategies, phone numbers, and regulatory mandates. Any changes or revisions noted during the review shall be made and noted in the Record of Changes below.

Revision #	Date	Description	Name
Original	April 2020	New plan development	Robert Kestenbaum, Griffin Pickren, John Craig

## SECTION 1 INTRODUCTION

### 1.1 OWNER NAME AND ADDRESS

Marathon  
200 East Hardin  
Findlay, OH 45840

#### 1.1.1 Plan Correspondence

All plan correspondence should be sent to:

Robert Kestenbaum  
Emergency Management Coordinator  
1300 Pier B St.  
Long Beach, CA 90813

#### 1.1.2 Station Address and Phone Number

Wahsatch Station  
I-80, 1.4 miles west of UT/WY border  
UT, 58854  
(307) 789-2322

### 1.2 PLAN PURPOSE AND OBJECTIVES

Marathon (hereinafter referred to as the Company) owns and operates the Wahsatch Station (hereinafter referred to as Facility), a 9.7-acre Petroleum Bulk station located off I-80, approximately 1.4 miles west of the Utah/Wyoming border. The station contains:

- 2 aboveground petroleum storage tanks
- One MCC building

The Company is committed to preventing incidents, mitigating impacts, and facilitating immediate response through an Incident Management Team (IMT) process utilizing pre-planning and an Incident Command System (ICS). The Company's response planning and actions are driven by, in order of priority, protection of human health and safety, minimization of environmental impacts, and minimization of socio-economic impacts.

The purpose of this plan is to describe the policies and procedures to be followed by Company personnel in responding to emergency conditions, as required by federal, state and local agencies.

The primary objectives of the Plan are to:

- Define notification, activation, and mobilization procedures to be followed when an incident occurs.
- Define organizational lines of responsibility to be adhered to during a response operation.
- Document equipment, manpower, and other resources available to assist with the response. Identify procedures for obtaining equipment if an incident occurs within the facility.
- Ensure compliance with the federal, state, and local emergency response regulations.

### 1.3 SCOPE OF PLAN

The purpose of this EAP is to provide effective organizational response to potential emergencies, in a timely manner. This includes instituting a systematic approach, the Incident Command System, to respond to an emergency. The step-by-step approach adopted in this plan will help to normalize an emergency situation as soon as possible yet be flexible enough to adapt to any size or type of emergency. The incident may be a fire, off-site or on-site spill, bomb threat, toxic release, multiple injury, earthquake, protest demonstration, security threat, etc. The list of types of incidents is not all inclusive.

The plan provides a general description of the Facility, outlines the response organizational structure, provides notification and call-out procedures and identifies appropriate response to potential incidents. A facility overview is provided as *Figure 1.1*. An overall site plan with evacuation routes is provided as *Figure 1.2*.

### 1.4 PLAN REVIEW AND UPDATE PROCEDURES

The Supervisor, Emergency Management Group West, is responsible for reviewing, updating, and distributing the Emergency Action Plan (EAP) as listed in this Introduction. Plan review and updating will be done on the following basis:

- Annual review by local management and HES.
- Name and/or telephone number changes updated as they occur.
- Plan review opportunities may occur during response team tabletop exercises or actual emergency responses.
- Significant changes at a facility that may affect response capabilities:
  - Names and/or telephone numbers of the key response personnel, including Qualified Individuals;
  - Response procedures as necessitated by potential deficiencies identified during training or exercises;
  - Revised emergency response procedures;
  - Pertinent regulations.
- Triennial revision of the plan.

#### 1.4.1 Immediate Plan Updates

The Company will immediately modify its response plan to address a new or different operating condition or information that would substantially affect the implementation of a response plan and immediately submit the change to all plan holders.

Figure 1.1 Wahsatch Station Facility Overview



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## **SECTION 2 INITIAL RESPONSE GUIDE FIRST RESPONDER**

### **2.1 INITIAL RESPONSE GUIDE – FIRST RESPONDERS**

Reference next page for Initial Response Guide

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# Emergency Response Guide First Responder

# Incident

**1**

**Safety**

- Your safety first and then the safety of others
- Start a Site Safety Health Plan (SSHP) as soon as possible. This is found on page 5 of the ICS 201 Site Safety and Control Analysis.
- Stay out of the hazard area
- If performing Recon, approach up-wind, up-stream with 4 gas meter or equivalent.

**Shut down, Isolate and Deny Entry (See red pages in site specific tabs)**

- Eliminate all ignition sources
- Shut down pipeline operations as appropriate
- Evacuate the immediate area and establish an initial Hot Zone
- Deny entry to the immediate area
- If necessary, other Hazwoper trained employees may help deny entry into the area
- If on the scene, ask police and fire resources to help deny entry into immediate area

**Notifications (Section 3)**

- Dial 911 if ambulance, police or fire department assistance is needed
- Follow the Notifications Flowchart (internal and external)

**2**

**Command Management**

- Assume the role of Incident Commander
- Make an announcement to all on the scene that you have assumed Command
- Establish a Unified Command Post and Staging Area up-wind and up-stream of the incident in the cold zone
- Begin by assigning initial ICS positions as necessary, such as Deputy IC, Operations and Safety.
- Meet, greet and brief responding Agencies as they arrive at the Unified Command Post
- Ensure Safety Officer begins and completes a Job Site Safety Plan

**Identification and Assessment**

- Continue to evaluate the hot zone and adjust accordingly
- Continue to monitor evacuation activities with the fire department
- Ensure safe Recon to determine extent of impact to the community

**Action Planning**

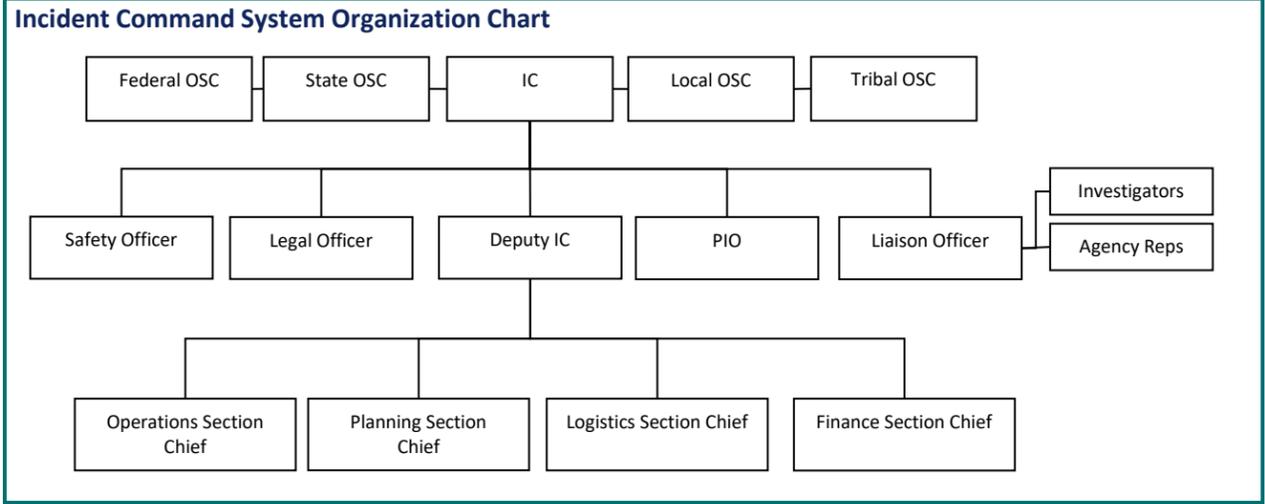
- Create an ICS 201 to serve as the de facto Incident Action Plan for the initial period
- Create Unified "Next" period Incident Action Plan only if needed if there is a fire

**Initial ICS Forms that May Be Utilized**

- ICS Form 201 (Incident Briefing)
- ICS Form 211p (Check-In List, Personnel)
- Additional forms can be found at: <http://gotso/departments/contingency-planning/Pages/default.aspx>

**General Protection Strategies**

- Shut down and isolate flow
- Eliminate sources of ignition
- All equipment used when handling product must be grounded
- Four gas detectors are essential for site recon.



**3**

**Protective Equipment**

- Ensure proper levels of PPE
- Ensure PPE is in line with SSHP (ICS 201 page 5)

**Containment & Control**

- Immediately, valve isolation and control strategies should be developed within the Unified Command Process
- Operations Section Chief oversee containment and control tactical deployment

**Protective Actions**

- Ensure safe Recon to assess impact for potential fire or explosion
- Protective action tactical deployment should be part of the Unified process

**4**

**Decontamination / Clean-up (only in case of a fire)**

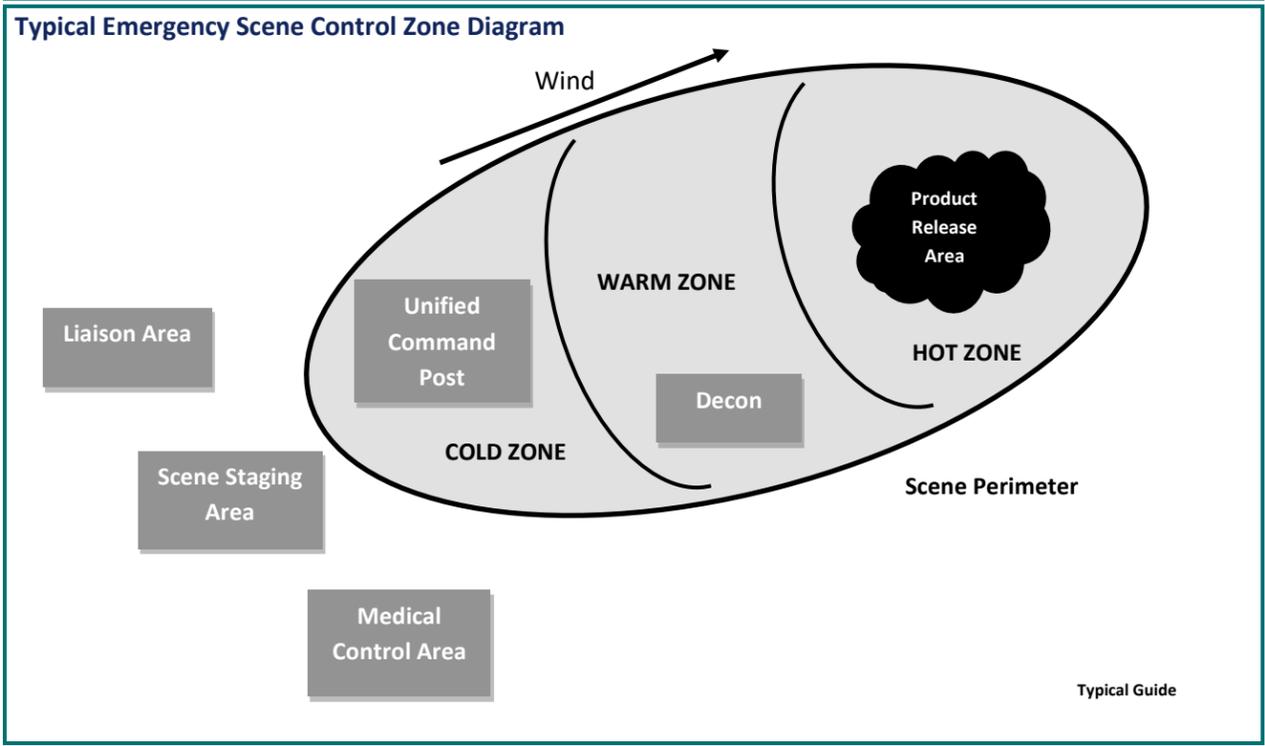
- Decon activities take place under the ICS Ops Section
- Decon capabilities in place before entering Hot Zone
- Ensure proper PPE for Decon Team
- Clean-up strategies should be part of the Unified IAP
- Decon run-off needs to be contained and properly disposed of

**Disposal (only in case of a fire)**

- Ensure early notification of Waste SMEs

**Documentation**

- Ensure initial response actions are documented on ICS Form 201
- Ensure proper retention of all incident related documents
- Ensure timely incident critique and record lessons learned
- Date and initial all field note pages



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## SECTION 3 NOTIFICATION

### 3.1 Initial Notification

In the event of an emergency condition, it is imperative that everyone at all levels of operation knows what action they must take in order to ensure proper completion of the internal and external notification process. Emergencies require quick response; therefore, delays at any level of the notification process must be avoided.

The first Company employee who discovers a fire, chemical release, medical emergency or other emergency will be responsible for initiating notification procedures and will act as the incident commander (IC) until relieved by a competent IC.

### 3.2 NOTIFICATION REQUIREMENTS

- Incident Reporting Flowchart is provided as **Figure 3.1**.

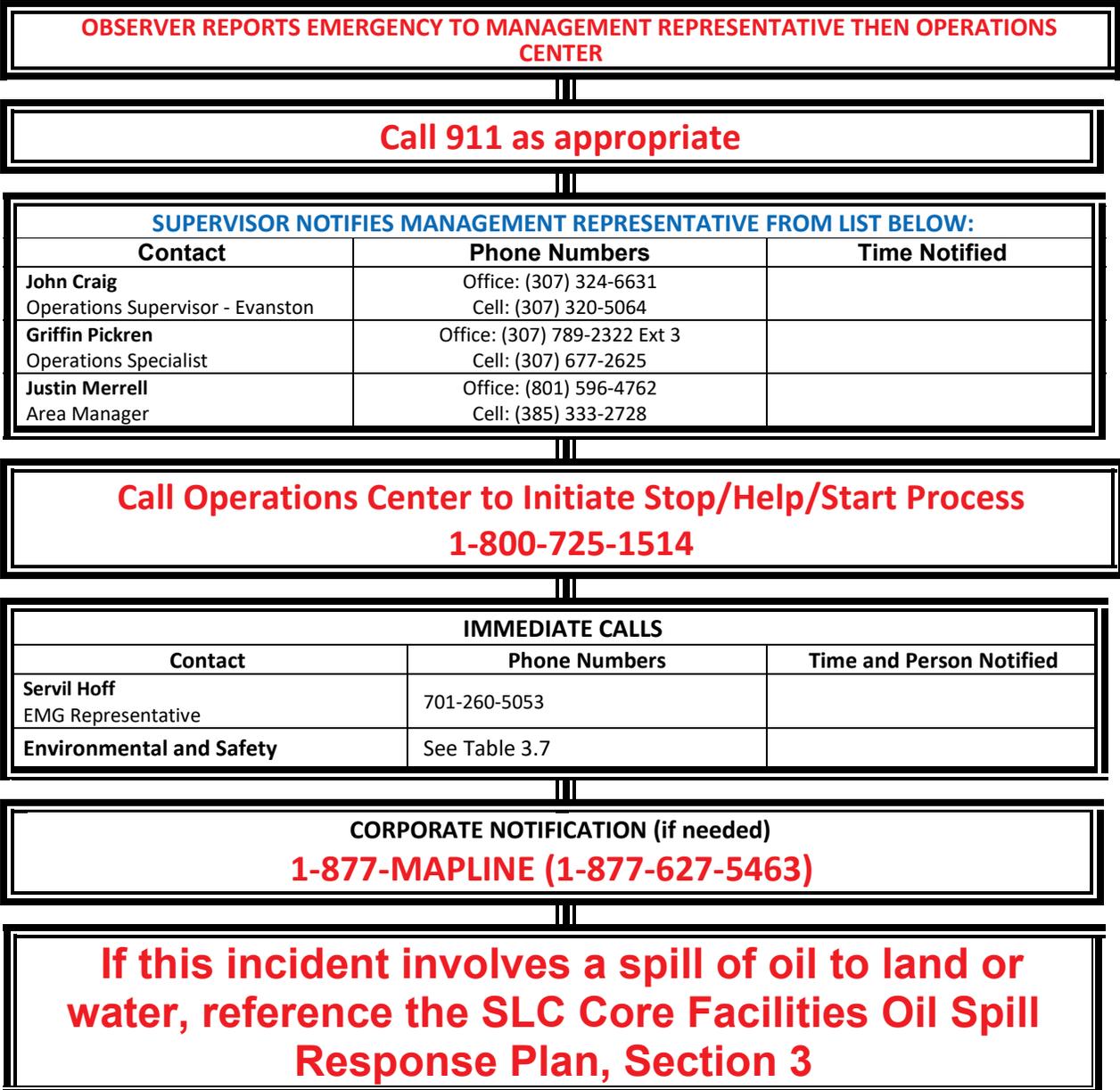
It should be noted that the obligation to report immediately takes precedence over obtaining all the information outlined in the checklist. **Notifications to the appropriate external agencies will not be delayed solely to gather all of the required information.**

### 3.3 DATA REPORTING

The Company employee who discovers an emergency condition or receives initial notification of an emergency or abnormal condition should try to obtain the following information in order to provide pertinent data to HES to permit the making of an immediate report to the NRC and others on the notification list.

- Date and time of emergency
- Name of facility and an accurate location
- If there is a spill, identity of the material spilled, and estimate volume spilled and/or volume at immediate risk
- What action has been taken/planned to respond (i.e., what agency/OSRO has been called and ETA of personnel/equipment)
- Weather and water conditions (if appropriate)
- Other information i.e., injuries, security issues, etc.
- Current condition of facility

*Figure 3.1 Incident Reporting – Wahsatch Station*



**Table 3.1 Federal Agencies**

FEDERAL AGENCIES				
AFFILIATION	PRIMARY PHONE	24-Hr PHONE	NAME OF PERSON CONTACTED	TIME CONTACTED
National Response Center	(800) 424-8802	(800) 424-8802		
EPA – Region 8	(303) 293-1788 (800) 227-8917	(800) 424-8802		
Chemical Safety Board	202-261-7600			

**Table 3.2 State Agencies**

STATE AGENCIES			
AFFILIATION	PHONE NUMBER	NAME OF PERSON CONTACTED	TIME CONTACTED
Utah Dept of Public Safety	801-536-4123		
Dept of Natural Resources – Oil, Gas and Mining	801-538-5340 Bus Hrs 801-243-9466 After Hrs		
Dept of Env Quality – Division of Water Quality	801-536-4123		
State Fire Marshall	801-256-2390		

**Table 3.3 Local Agencies**

LOCAL AGENCIES			
AFFILIATION	PHONE NUMBER	NAME OF PERSON CONTACTED	TIME CONTACTED
Emergency Management (LEPC)	435-333-1532		
UT State Police (Heber City)	435-655-3445		
Sheriff	435-615-3500		
Park City Fire Dept	435-649-6706		
Evanston Fire Dept	307-789-8556		

**Table 3.4 Response Contractors/Cooperatives**

RESPONSE CONTRACTORS/COOPERATIVES			
AFFILIATION	PHONE NUMBER	NAME OF PERSON CONTACTED	TIME CONTACTED
MSRC	(800) 645-7745		
Clean Harbors	(800) 645-8265		

**Table 3.5 Medical**

MEDICAL			
AFFILIATION	PHONE NUMBER	NAME OF PERSON CONTACTED	TIME CONTACTED
Evanston Regional Hospital	(307) 789-3636		

**Table 3.6 Emergency Notifications/Company Contacts**

EMERGENCY NOTIFICATIONS/COMPANY CONTACTS			
AFFILIATION/NAME	OFFICE	CELL	TIME CONTACTED
Incident Commander - John Craig	307-324-6631	307-320-5064	
Alternate IC - Griffin Pickren	307-789-2322	307-677-2625	
Alternate IC - Justin Merrell	(801) 596-4762	385-333-2728	
Public Affairs - Brad Shafer	801-606-2180	801-244-9452	

*Table 3.7 EH&S Contacts*

EH&S CONTACTS				
OFFICE	NAME	CELL NUMBER	OFFICE PHONE	TIME CONTACTED
Safety	Luis Flores	307-871-0588	307-212-7031	
Environmental	Kirt Rhoads	801-891-6701	801-606-2169	
EMG Representative	Servil Hoff	701-260-5053		

*Table 3.8 Neighbors and Community Contacts*

AFFILIATION	PHONE NUMBER	NAME OF PERSON CONTACTED	TIME CONTACTED
Holly Energy Partners	435-729-9073	Dwayne Rust	

### 3.4 Other External Notifications

#### 3.4.1 Media Communication

When required, the Public Information Officer or Incident Commander are the sole authorized spokespersons for the terminal. Any requests for information or interviews will be referred to the Public Information Officer to maintain consistency. At the earliest possible opportunity following an incident, a statement will be prepared for the media acknowledging that an accident, fire or other emergency has occurred and that steps are being taken to control the situation.

If members of the media arrive unexpectedly at the terminal (i.e., there is no incident or emergency in progress), the following procedures should be followed:

- Day Shift - Media personnel should be directed to remain at the Main Entrance. The Terminal Manager should then page or telephone the Public Affairs Director or designee.
- Off-Shift - Media personnel should be directed to remain at the Main Entrance. The Security Guard should instruct the media to wait outside of the gate, and contact the terminal office to contact the terminal manager. If the terminal manager deems it necessary, he may contact the Public Affairs Director for assistance.

#### 3.4.2 Next of Kin Notification

The Human Resources Officer will be responsible for coordinating any next of kin notifications. The circumstances and condition of the employee(s) will determine whether the notification is handled by telephone or by a personal visit of a trained Company representative. Transportation may be arranged for the family to the hospital if circumstances warrant.

*NOTE: Employee families, relatives and friends should be advised to not flood the terminal telephone system with phone calls when the media announces that there has been an emergency involving injuries or the loss of life within the terminal. An extreme number of phone calls at the same time will potentially overload and shutdown the telephone system.*

## SECTION 4 SPECIFIC RESPONSE ACTIONS

### 4.1 Initial Actions

#### 4.1.1 General Procedures

When an emergency is discovered, the first person on-scene will initially assume control of the situation until the arrival of a Company employee of higher authority. Upon arrival, the Incident Commander will be responsible to (1) establish on-scene command of the emergency from a location which is upwind of any release and is in a safe area; (2) initiate the Incident Command System (ICS) if necessary; and (3) ensure that the appropriate initial notifications and actions are taken to minimize and control the emergency.

The following general response procedures should be implemented:

- Ensure that all personnel are notified in the immediate area. Isolate the hazard area and deny entry, as appropriate. Establish an initial isolation perimeter and access control points. Keep all non-essential people away from the hazard area.

*DANGER: Only those individuals directly involved in the emergency response efforts that are properly trained, wearing the proper level of personal protective clothing, and working in pairs shall be allowed access into the hazard area.*

- Personal protective clothing may include Nomex clothing, or chemical protective clothing, depending on the nature of the emergency and level of training for response.
- Initiate employee protective actions (e.g., evacuation or protection-in-place), as appropriate.
- If possible, implement immediate control or countermeasures. This includes activating fixed suppression systems, blocking-in operations, etc., based upon the hazard present. If personal health and safety is not assured, do not attempt to re-enter the emergency site.
- Designate a staging area where emergency responders can safely report to without becoming directly exposed to the emergency release, as appropriate.
- Identify and confirm the nature of the problem, materials involved, and the extent of the area/unit/process involved.
- Identify the hazards and assess the level of risk to station personnel, the community, and the environment.
- Implement Emergency Notifications, as appropriate.
- Upon the set-up and activation of the Emergency Operations Center (if necessary), overall command of the incident will be transferred to the Incident Commander in the EOC. Advise the Incident Commander of all emergency actions previously taken or currently being implemented. Command of on-scene operations will remain the responsibility of the On-Scene Commander.

#### 4.1.2 What to do upon discovering an emergency

The initial response to all emergencies should be the same four steps: (a) Evaluation, (b) Protection and Site Control, (c) Reporting, and (d) Situation Control or suppression. These four steps should be done quickly and accurately so that proper information can be reported to emergency responders.

- a) Evaluate the situation.
  - What actions can be taken immediately to stop or minimize the situation?

- Are people injured or endangered?
  - Is there a potential for the emergency to escalate?
  - What chemicals and equipment are involved?
  - What actions should be taken to secure the site to minimize the danger to others?
  - Can the actions be safely made wearing your current protective equipment?
- b) Protect yourself and others and secure the area of the emergency.
- Position yourself upwind and warn other workers in the area to remain clear. Use barricade tape (if available) or other means to secure the site until additional help arrives.
- c) Report the emergency.
- Notify your supervisor or the control room by radio, telephone, in person, or through another person. The Supervisor shall determine the extent of the emergency and if necessary, summon further assistance by activating the Emergency Notification System.
- d) Control or suppress the situation.
- Only if it is safe to do so, take incipient response actions to control or suppress the emergency (i.e. – use of fire extinguishers, activation of fire suppression systems, etc.). If hazardous gases or other hazards could be present, evacuate the scene until properly trained responders arrive.
  - All employees in the immediate vicinity of the emergency should assist in controlling the situation and/or securing the area until the additional assistance arrives. Persons shall position themselves upwind and at a safe distance away from the emergency.
  - If the emergency is a small or incipient fire, an immediate attempt should be made to extinguish the fire by using one or a combination of the following:
    - Hand portable fire extinguisher
  - Employees will receive training in the use of this equipment (as applicable) as required by regulations.

## 4.2 Evacuation Procedures

An Evacuation Plan has been developed for the Facility. The components of the Evacuation Plan are based on the following factors: location of stored materials; potential hazards posed by spilled materials; spill flow direction; prevailing wind direction and speed; arrival route of emergency response personnel and response equipment; evacuation routes; alternate evacuation routes; location of alarm/notification systems; location for post-evacuation gathering; transportation routes for injured personnel to nearest medical facilities; location of a mitigation control center; and suitability of the Facility as a shelter should evacuation not be feasible.

- **Location of Stored Materials** – The two tanks are located on the southwestern part of the station within a tank berm. Locations are also shown on *Figure 1-2*. Evacuation will be upwind or crosswind from the spill or incident.
- **Hazard Imposed by Spilled Material** - This facility receives crude oil via pipeline. The crude oil is characterized as light, sweet crude oil. Hazards imposed by the crude oil include flammability, inhalation hazards and personnel exposure.
- **Discharge Flow Direction** –Spills from oil tanks would flow into the containment area. In the worst-case scenario, it is assumed the secondary containment fails, allowing spilled material to flow from the containment to the west to Wahsatch Creek.
- **Prevailing Wind Direction and Speed** - Evacuation should always be made in a direction upwind of the spill. The prevailing wind direction is from the west.
- **Water Currents, Tides or Wave Conditions** – Current from Wahsatch Creek will push spilled oil downstream. There are no additional tides, wave conditions, or significant water currents within the worst-case spill planning distance.
- **Arrival Route of Emergency Response Personnel and Response Equipment** - Emergency Response Personnel and Equipment will arrive via the following routes:
  - From Park City: Take US-189/US-40 W to I-80 E. Travel 47 miles, facility will be on the right.
  - From Evanston: Take I-80 W for 8.1 miles, take exit 191 toward Wahsatch, to under the interstate and get back on I-80 E for 3.6 miles, facility will be on the right.
- **Evacuation Route** – Upon notification that an evacuation is required, all employees will immediately stop all work, and if it is safe to do so, initiate the appropriate emergency equipment shutdown procedures. If it is not safe to do so or after shutdown procedures have been completed, all employees are to proceed to their designated safe area and will remain there until instructed by the Facility Emergency Coordinator or designated Alternate Emergency Coordinator. The designated safe area is located at the facility's entrance gate. A head count will take place at the designated safe meeting area. Evacuating employees will help others who require assistance (e.g., injured employees). In the event the designated safe area is within the incident area or is negatively impacted by the incident, then the employees will proceed to the nearest Muster Area. An evacuation map is provided in *Figure 1-2* in this section.
  - After an evacuation, no personnel are to re-enter the Facility until the All Clear / Re-entry signal is given verbally by highest ranking onsite management. Company personnel may be authorized by the responding agency to re-enter prior to the All Clear to provide site-specific information to the responders.
  - Under no circumstances are Company personnel to enter hazardous areas unless they have the proper personal protective equipment and have been trained in the proper use of the equipment.

- 
- The **All Clear** signal will be issued by the Operations Supervisor after consultation with the appropriate emergency response agencies and Company management and after determining that re-entry is safe.
  - **Alternative Route of Evacuation** - If access to one of the meeting places is blocked, employees should proceed to the alternate evacuation muster point at the exit on the southeast part of the facility.
  - **Transportation of Injured Personnel to Nearest Emergency Medical Facility** - Injured personnel will be transported to the Injured personnel will be transported to Evanston Regional Hospital at 190 Arrowhead Dr, Evanston (307) 789-3636.
  - **Location of Alarm/Notification Systems** - Personnel radios are used to provide warning to all personnel and their locations.
  - **Selection of Incident Command Post** - The Incident Command Post for Wahsatch will be at the Evanston office. An Operations Center will be set as close to the site of the spill as is deemed safe by the Safety Officer.
  - **Optional Evacuation Shelter** - As an alternative to evacuation off-site, the Incident Commander in charge of the response will identify a location as an Assembly Area for the duration of the response, if it is safe to do so.
  - **Reference to Existing Community Evacuation Plans** – all evacuation efforts undertaken at the station will be coordinated with the Local Emergency Planning Committee (Summit County Emergency Management)

## 4.3 Fire or Explosion

### 4.3.1 Initial Actions

The first person discovering the fire shall notify a station technician of the fire and request that 911 be called. If it is safe, assess the fire to determine if it can be controlled using dry chemical fire extinguishers. Fire extinguishers are located at multiple locations throughout the station.

#### 4.3.1.1 Uncontrollable Fire

- Call 911 and activate an airhorn to initiate evacuation
- Implement process operation control, such as depressurizing or shutting down equipment, stopping the material flow to control the fire by shutting down pumps, closing valves and lowering tank levels, if safe to do so.
- When fire department arrives, have someone meet them at the gate to provide information on the fire, including material on fire and actions taken. Provide support to fire department as requested
- Secure the site and control access to the station

#### 4.3.1.2 Controllable Fire

- Control the fire if trained to operate the fire extinguishing equipment and if it is safe to do so. If the fire will take more than two fire extinguishers to put out, this is considered an uncontrollable fire. Back out and initiate actions for an uncontrollable fire.
- Implement process operation control as described in **4.3.1.1**, if safe to do so.

### 4.3.2 Fire Response Equipment

The Facility is equipped with the following pieces of equipment that are used to augment firefighting and emergency response actions.

#### 4.3.2.1 Fire Extinguishers

Fire extinguishers are located throughout the facility. Locations are indicated on [Figure 1.2](#).

## 4.4 Medical Incident

### 4.4.1 First Aid

Any injuries resulting in a minor first aid injury must be immediately reported to a Station Technician or the control room. Treatment for first aid injuries will take place at Evanston Regional Hospital. A supervisor will transport the injured employee to Evanston Regional Hospital for treatment. Cassia Regional is located at 190 Arrowhead Dr, Evanston (307) 789-3636.

### 4.4.2 Injury or Medical Emergencies Requiring Paramedic Assistance

Any injury or medical emergency that requires treatment beyond basic first must receive immediate Emergency Medical Service assistance (paramedics).

*\*NOTE: The Wahsatch Station currently does not have an Automatic External Defibrillator (AED) at the station.*

Call 911 and report the injury or medical emergency, location and information about the injured person. Send someone to the main entrance to escort the paramedics to the injured person.

### 4.4.3 Nearest Hospitals

- The nearest hospital is Evanston Regional Hospital for treatment. Evanston Regional Hospital is located at 190 Arrowhead Dr, Evanston. Evanston Regional Hospital has a heli-pad, but no burn center.
- The only hospital with a burn unit for severe burns that would support Wahsatch is located at the University of Utah Medical Center in Salt Lake City

*\*NOTE: If an injured person requires decontamination, conduct emergency decon prior to transport in an ambulance to an emergency room.*

## 4.5 Hazardous Materials Incident

### 4.5.1 Checklist of Spill Response Actions

Hazardous material release containment and control by station personnel is limited to small releases which are within the scope of personnel training and available resources. Large hazardous material releases which are outside the capabilities of the trained facility personnel will be handled by the Evanston fire department or other qualified contractors / agencies. Likely hazards to be encountered include petroleum products and hazardous waste. Refer to the SLC Core Facilities Oil Spill Response Plan for a more comprehensive action plan for spill response.

### 4.5.2 Person Detecting a Spill or Threat of a Spill

1. Discontinue Operations
  - Activate the emergency shutdown.
2. Warn People in the Area of Hazards
  - Direct employees and contract workers to move well clear of the release in a crosswind or upwind direction.
  - Warn personnel to avoid breathing fumes.
  - Warn personnel to avoid igniting fumes.
  - Attend to injured personnel.
3. Prevent Ignition
  - Exclude ignition sources from the area.
  - Do not start electrical equipment or other engines in the area.
4. Report the Situation
  - Notify the Operations Supervisor (see Section 3, Notification) as soon as possible and provide the following information:
    - The time of the incident.
    - The location of the incident.
    - Whether the incident caused any injury to personnel.
    - The type of oil spilled.
    - The amount of oil spilled.
    - The status of the source.
5. Keep Clear of the Hazardous Area
  - Do not try to remedy the situation alone.
  - Keep the spill area under surveillance until danger of fire or explosion has been eliminated.
  - Close the discharge valve from the oil/water separator if it can be done safely.

### 4.5.3 Station Operator

1. Verify Safety of Personnel
2. Assess the Situation
  - Source of release.
  - General extent of release.
  - Status of shutdown.
  - Number of injured and their condition.
  - Initial site monitoring: benzene and LEL.
  - Probable direction of vapors.
  - Estimate quantity of released material.
  - Wind and weather conditions.
  - Direction of movement.

- Status of ignition sources.
- 3. Notify Operations Supervisor of the Incident (see Section 3, Notification)
- 4. Stop Release
  - Stop the source of the release or verify that source is stopped.
  - Shut off transfer pumps, close all header and tank valves, and drain/pump remaining contents of hoses/pipelines back into tanks if feasible.
- 5. Implement Site-Specific Response Strategy
- 6. Document All Actions

#### 4.5.4 Operations Supervisor/Incident Commander

1. Receive Report of Spill
  - Ascertain nature and severity of spill.
  - Ensure safety of onsite personnel.
  - Assume role of incident commander
2. Notify Fire Department and Contractors
  - Initiate Notifications as necessary (see Section 3, Notification)
3. Activate Immediate Response Team
  - Brief members of the Immediate Response Team on the status of the incident.
4. Notify Company Spill Management Team (see Section 3, Notification of OSRP)
5. Initiate Required Government Agency Notifications (see Section 3, Notification)
6. If Necessary, Direct Rescue of Injured and Evacuate Area (see 4.2, Evacuation Plan)
  - Direct response personnel to don protective clothing, as appropriate, and remove injured to upwind area.
  - Direct evacuation of employees and contract personnel to safe areas upwind from spill.
  - Control ignition sources.
7. Establish Command Center and Staging Areas
8. Document All Actions
  - Submit reports as required

#### 4.5.5 Safety Officer

1. Evaluate Immediate Public Health and Safety Risks
2. Recommend Site Control Measures to Isolate Public from Possible Exposure
3. Assess Environmental Conditions
  - Air and water monitoring.
4. Recommend Immediate Actions to be Taken by Onsite Response Team to Protect Health and Safety
5. Conduct Site Safety Evaluation
6. Develop Site Safety & Health Plan
7. Document All Actions

## 4.6 Earthquakes

### 4.6.1 General Information

Typically, earthquakes are measured on the Richter scale, however, the intensity scale is more evident of potential damage to the facility. The Mercalli intensity scale is provided below. Anything above a Moderate intensity will require shutdown and inspection as indicated in the checklist above.

<b>I. Instrumental</b>	Generally not felt by people unless in favorable conditions.
<b>II. Weak</b>	Felt only by a couple people that are sensitive, especially on the upper floors of buildings. Delicately suspended objects (including chandeliers) may swing slightly.
<b>III. Slight</b>	Felt quite noticeably by people indoors, especially on the upper floors of buildings. Many do not recognize it as an earthquake. Standing automobiles may rock slightly. Vibration similar to the passing of a truck. Duration can be estimated. Indoor objects (including chandeliers) may shake.
<b>IV. Moderate</b>	Felt indoors by many to all people, and outdoors by few people. Some awakened. Dishes, windows, and doors disturbed, and walls make cracking sounds. Chandeliers and indoor objects shake noticeably. The sensation is more like a heavy truck striking building. Standing automobiles rock noticeably. Dishes and windows rattle alarmingly. Damage none.
<b>V. Rather Strong</b>	Felt inside by most or all, and outside. Dishes and windows may break and bells will ring. Vibrations are more like a large train passing close to a house. Possible slight damage to buildings. Liquids may spill out of glasses or open containers. None to a few people are frightened and run outdoors.
<b>VI. Strong</b>	Felt by everyone, outside or inside; many frightened and run outdoors, walk unsteadily. Windows, dishes, glassware broken; books fall off shelves; some heavy furniture moved or overturned; a few instances of fallen plaster. Damage slight to moderate to poorly designed buildings, all others receive none to slight damage.
<b>VII. Very Strong</b>	Difficult to stand. Furniture broken. Damage light in building of good design and construction; slight to moderate in ordinarily built structures; considerable damage in poorly built or badly designed structures; some chimneys broken or heavily damaged. Noticed by people driving automobiles.
<b>VIII. Destructive</b>	Damage slight in structures of good design, considerable in normal buildings with a possible partial collapse. Damage great in poorly built structures. Brick buildings easily receive moderate to extremely heavy damage. Possible fall of chimneys, factory stacks, columns, monuments, walls, etc. Heavy furniture moved.
<b>IX. Violent</b>	General panic. Damage slight to moderate (possibly heavy) in well-designed structures. Well-designed structures thrown out of plumb. Damage moderate to great in substantial buildings, with a possible partial collapse. Some buildings may be shifted off foundations. Walls can fall down or collapse.
<b>X. Intense</b>	Many well-built structures destroyed, collapsed, or moderately to severely damaged. Most other structures destroyed, possibly shifted off foundation. Large landslides.
<b>XI. Extreme</b>	Few, if any structures remain standing. Numerous landslides, cracks and deformation of the ground.
<b>XII. Catastrophic</b>	Total destruction – everything is destroyed. Lines of sight and level distorted. Objects thrown into the air. The ground moves in waves or ripples. Large amounts of rock move position. Landscape altered, or leveled by several meters. Even the routes of rivers can be changed.

### 4.6.2 Checklist of Earthquake Response Actions

- Wait until the shaking stops, underneath sturdy furniture and away from glass windows. If outdoors, stay clear of overhead hazards such as pipe racks and power lines.
- For any sized earthquake, activate the General Alarm to stop all operations at the truck rack. This will initiate an evacuation will occur and everyone assembles at the assembly area near the main gate for a headcount. Provide a radio to keep evacuees informed and do not allow vehicles to leave until confirmation that there are no vapor or liquid leaks/spills and if there are any, a Hot Zone is established.
- Administer first aid to the injured or if medical attention needed, call 911.**
- Obtain information about the earthquake** via T.V., radio, <http://earthquake.usgs.gov>. If there is no electricity, listen to radio broadcasts from a car parked near the evacuation point.
- Do not allow any vehicles to exit the facility** until directed to do so by a station operator once any spills/vapor leaks are identified and a Hot Zone is established.
- Operator will assess damage and inform someone of the planned walking route:**

- 
- Take 4 gas meter, yellow hazard tape, and plant radio to determine if there is a product spill or vapor leak at the rack or in the tank farm:
    - Approach from upwind and conduct a perimeter walk of facility and from top of dike wall. Look for breaks, misalignments, puddles, liquefaction.
    - Identify if there are downed electrical wires. If so, tape off the area and call Rocky Mountain Power at **1-877-508-5088**.
  - If a spill or vapor leak is identified, follow oil spill and Hazwoper Hot Zone procedures discussed earlier in **Section 4.5** of this plan.
  - When inspecting the station, look for the following that might indicate damage:
    - Paint blisters in piping
    - New foundation cracks
    - Subsidence, or gradual caving in of dirt that is new
    - Scarping, or cut in a slope that is new
  - Do not climb tanks to determine if there are any roof failures until 30 minutes after main earthquake or last aftershock.
  - Do NOT attempt to fight a large fire, particularly a fast spreading fire. However, small fires may be attempted with a fire extinguisher or water without entering the Hot Zone.
  - Consider establishing Incident Command. The IC/QI will determine whether there is a need to call a **spill response contractor (OSRO), 911 (for police, fire, or medical)**, and activation of the local facility response team or Regional Incident Management Team (IMT).
  - Report condition of personnel and facility assets to IC/QI or Operations Supervisor and to assess next actions.

## 4.7 Bomb Threat

### 4.7.1 Bomb Threat by Phone

Persons most likely to receive a bomb threat By Telephone and Third Party are:

1. Telephone receptionists
2. Facility or administrative manager or secretary(s)
3. Facility security personnel
4. Persons monitoring/ controlling 24x7 pipeline operations

Most bomb threats are received via the telephone. If possible, obtain as much information as possible about the location of the suspected device, when it is set to go off, etc. The caller may refuse to give any information or may actually want to provide detailed information so that employees can be evacuated. Keep in mind, the bomb threat caller is the best source of information about the bomb.

Personnel who receive telephone bomb threats should remain calm and courteous and shall be trained in the utilization of the Bomb Threat Procedures. A Bomb Threat Call Checklist shall be immediately available at their work stations. This check list shall be used as a guide for questions to be asked and to document the message as accurately as possible.

Note: Remaining calm while responding to the bomb threat caller could result in obtaining additional information.

- Keep the caller on the line as long as possible. Ask him/her to repeat the message. Record every word spoken by the person.
- It is always desirable that more than one person listens in on the call. Try to signal a co-worker to come over and listen in on the call to ensure accuracy of the information.
- If the caller does not indicate the location of the bomb or the time of possible detonation, ask him/her for this information.
- Ask what the bomb looks like; ask for a description of the container, and what the bomb is made of.
- Ask why the bomb was placed, and who is responsible.
- Ask for the caller's name and the location from which he/ she is calling.
- Inform the caller that the building is occupied and the detonation of a bomb could result in death or serious injury to many innocent people.
- Pay particular attention to background noises, such as motors running, music playing, airports, and any other noise, that may provide clues as to the caller's location.
- Listen closely to the voice (male, female), voice quality (calm, excited), accents, and speech impediments.
- After the call has been completed, the person receiving the call should immediately inform his or her immediate supervisor and the facility Security Manager. The threat should not be discussed with co-workers.

### 4.7.2 Actions

The Incident Commander will be responsible for ensuring that all activities between Company personnel and local law enforcement personnel are being coordinated. All external notifications to outside law enforcement and emergency response agencies, Company corporate offices, the community and the media will be coordinated through the EOC.

The Incident Commander is responsible to ensure that the following agencies are notified of the bomb threat:

- Sheriff Department
- Federal Bureau of Investigation (FBI)

NOTE: Both the Police Department and the FBI should be asked if any other industries have received threats. The Police Department and the FBI may choose to alert other industries in the region of the situation.

In planning a response to the bomb threat, the following points should be considered:

- The safety of personnel is the first consideration in any situation involving a bomb or bomb threat.
- Historical data in the United States indicates that more than 90% of the bomb threats received will not involve a real bomb. There can be no guarantee, however, that any given threat is not real. Therefore, the potential for injury or death to employees, innocent bystanders, and/ or other members of the general public must be considered.
- The initial response to a bomb threat deals primarily with the decision whether or not to evacuate all or part of the facility and whether to conduct an immediate search.
- Each bomb threat should be evaluated as an individual incident. Procedures calling for automatic evacuation or total disregard of the threat should not be used.

Options:

Evacuation:

- Evacuate fully
- Evacuate partially
- No evacuation

Assistance:

- Request police/fire department response to the facility
- Request police response only
- Notify police - no response

The decision(s) selected from these options will determine which preplanned action(s) will be taken. Decision making in bomb threat situations should include input and advice from local law enforcement and, if time permits, from Corporate Security officials.

Evacuation:

If full or partial evacuation is necessary, the following should be considered:

- Routes that are intended for evacuation should be pre-designated, and all employees should be made aware of their location. These can be the same routes used for fire and other emergency evacuation.
- Actual bomb devices are frequently placed in publicly accessible areas such as lobbies, along fence lines, gate entrances to the facility and stairwells. For this reason, in any bomb threat evacuation, the evacuation route(s) should be searched prior to evacuation and/or alternate egress route(s) should be taken.
- Employees should be directed to assemble and remain at a pre-designated assembly area (muster point) a safe distance from the facility. If possible, the muster point should be enclosed to protect employees from the weather and/ or any flying debris.

If time permits and the Incident Commander or Supervisor warrants such action as necessary, operations may have to be shut down.

## 4.8 Civil Disturbance, Terrorism

### 4.8.1 General Information

This section outlines guidelines and procedures to be followed if the safety of the Facility and its employees are threatened by a civil disturbance or terrorist event. The purpose of this section is to provide general guidelines to assist Company personnel in evaluating the nature of the problem and determining what appropriate actions may have to be taken.

When civil disturbances or suspected terrorism event take place, local law enforcement agencies will usually be preoccupied with addressing the protection of the general public. Therefore, it is essential that the station be in a position to initiate defensive measures to assist in the protection of personnel and refinery property prior to the actual arrival of local law enforcement personnel.

### 4.8.2 Communications

The Company does not anticipate being the initial or a prime target of civil disorders. Due to its location, the station may have some pre-warning of any such activity taking place at other petrochemical facilities or industrial facilities and locations in the region. However, due to the presence of large quantities of flammable liquids and gases, the Facility could potentially serve as a target for terrorism-related events.

Personnel should be alert to the mood and political atmosphere in the area. When combined with information available through the news media, time will often be available to prepare for any potential occurrences. These guidelines will not be implemented based solely upon rumors, crank calls or reports from unreliable sources.

### 4.8.3 Procedure

Initiate notifications as indicated in *Figure 3.1*

## 4.9 IT Disaster Recovery Plan

### 4.9.1 General Information

Company IT refers to an "IT Emergency" as a "MAJOR INCIDENT".

IT declares a Major Incident when the loss of an IT service causes significant business impact. The loss of service must be significant.

Criteria that warrants a Major Incident:

- Many users impacted
- Several offices impacted
- A critical application is down
- Lost service causes a significant impact to financial, operations, and/or Health and Safety

The IT Major Incident Process document is maintained on the ServiceNow website. An IT Incident Manager is available 24x7, 365 days.

How to Declare an IT Major Incident

1. Call the IT Helpdesk at 800-884-7397. You must CALL.
2. Identify the IT Service that is unavailable.
3. Tell the agent this is a "Major Incident".
4. The "on call" Incident Manager will be notified to begin the process.

## 4.10 Offsite Impacts to Facility

The Station's proximity to the other industrial and commercial facilities presents several potential impacts to the facility and employees resulting from an offsite incident.

### 4.10.1 Incident at Surrounding Businesses

If there is an incident at the surrounding facilities, there may not be any audible alarms or instructions. If no instructions are received, determine need for evacuation based on visual indicators, such as a smoke plume, visible flame or noticeable odors. If evacuation is necessary, evacuate per the site-specific requirements, upwind if possible.

## 4.11 Other Incidents

### 4.11.1 Floods

The Wahsatch Station is within area #49043C0100C according to the Federal Emergency Management Agency flood map service. The area is identified as having minimal flood hazard.

If there is a flood in the facility because of storms, the operations supervisor will assess the situation and decide to halt truck traffic and cease operations, depending on whether an increased hazard is present from the flood water.

### 4.11.2 Rescue

If a situation occurs that involves rescue, such as from a confined space, trench or high elevation (tank roof), immediately call 911 and request assistance.

### 4.11.3 High Winds

Wahsatch Station is subject to high winds at times. If there are high winds, the operations supervisor will assess the situation and make determination to curtail or cease operations.

## **SECTION 5 Forms**

The forms in this chapter are standard forms, which are consistent with those used by municipal response organizations as well as most mutual aid organizations.

These forms or their approved equivalents should be filled out by Company Representatives and serve as documentation of the actions taken and plans for ongoing mitigation/control.

The following chapter is setup so that the actual form is accompanied by the instructions for filling out that particular form.

*ICS 201 Incident Briefing*

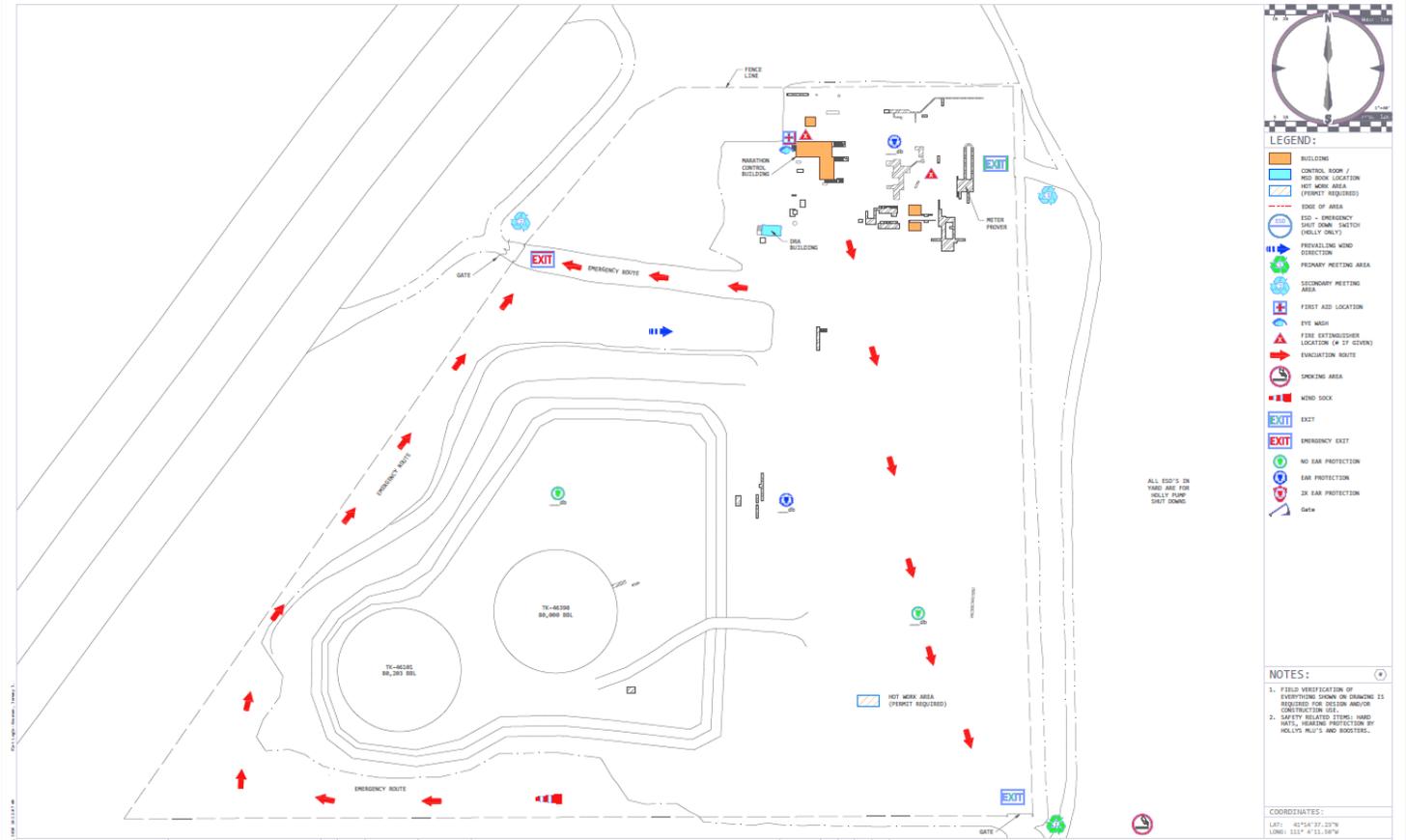
*ICS 211p Personal Check-in*

*Bomb Threat Checklist*

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<b>1. Incident Name</b>	<b>2. Prepared by (Name)</b> Date: _____ Time: _____	<b>INCIDENT BRIEFING ICS 201</b>
-------------------------	---	--------------------------------------

**1. Map / Sketch** (Include maps drawn here or attached, showing the total area of operations, the incident site/area, overflight results, trajectories, impacted shorelines, or other graphics depicting situational and response status)



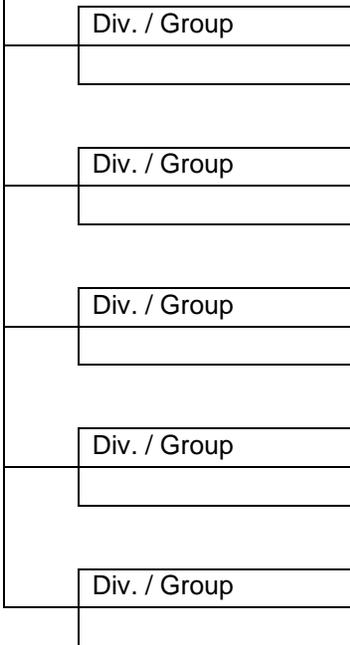
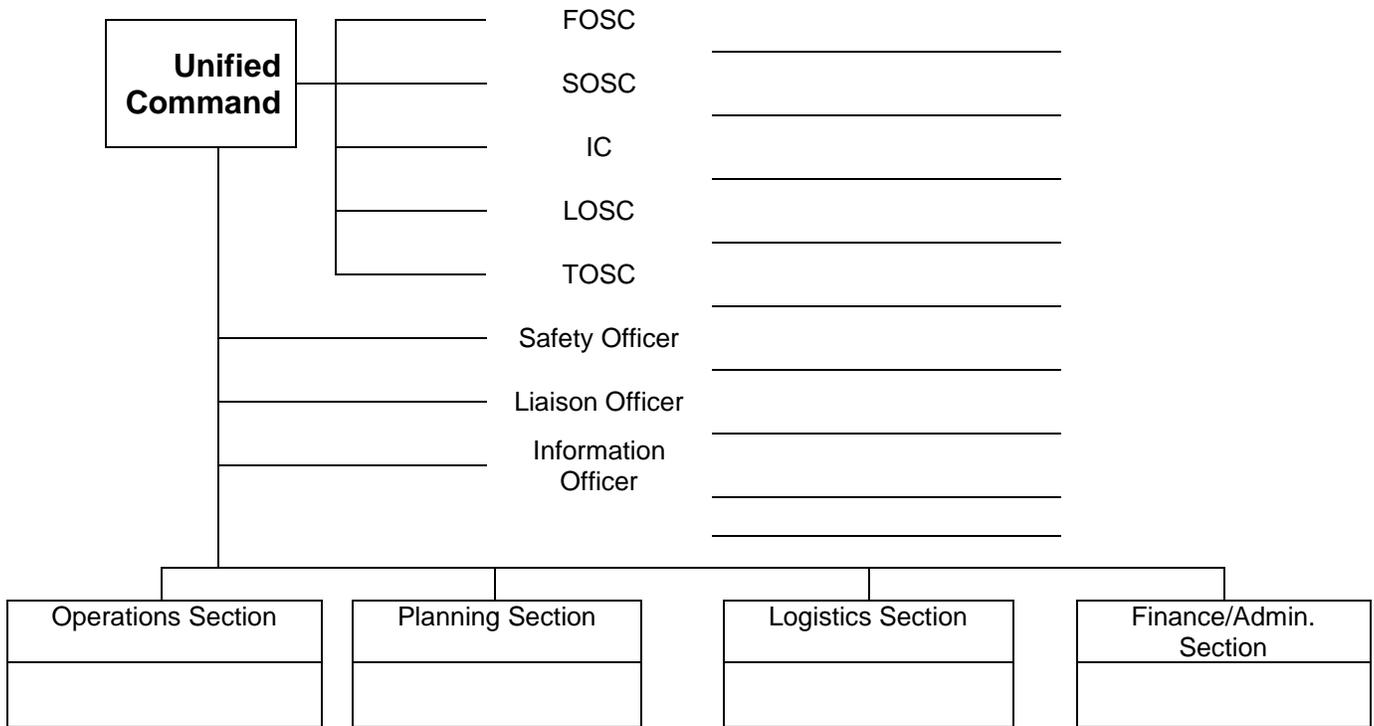
**Wind Speed/Dir:** \_\_\_\_ / \_\_\_\_  
**Air Temp:** \_\_\_\_ **Wind Chill:** \_\_\_\_  
**Precipitation:** \_\_\_\_  
**Ceiling:** \_\_\_\_  
**Visibility:** \_\_\_\_  
**Sunrise/Sunset:** \_\_\_\_ / \_\_\_\_  
**Wave Ht/Dir:** \_\_\_\_ / \_\_\_\_  
**Current Speed/Dir:** \_\_\_\_ / \_\_\_\_  
**High Tide Time/Ht:** \_\_\_\_ / \_\_\_\_  
**Low Tide Time/Ht:** \_\_\_\_ / \_\_\_\_  
**High Tide Time/Ht:** \_\_\_\_ / \_\_\_\_  
**Low Tide Time/Ht:** \_\_\_\_ / \_\_\_\_  
**River Stage (ft):** \_\_\_\_

**Legend:**

River and Creeks	Incident Area	Leading Edge	Date Time
Staging Area	Containment Site	Wind Arrow	Pipeline Below Ground
Decontamination Site	Task Force	Boom	Pipeline Above Ground
Absorbent Material	In Progress Boom	Roads and Highways	Safety and Security Zone



**6. Current Organization**



Communications Table			
Position	Phone #/Radio	Position	Phone #/Radio
FOSC		Ops Sect Chief	
SOSC		Div/Group Sup	
IC		Div/Group Sup	
LOSC		Div/Group Sup	
TOSC		Div/Group Sup	
Safety Officer		Div/Group Sup	
Liaison Officer		Plan Sect Chief	
PIO		Logs Sect Chief	
		Fin Sect Chief	



## 8. Site Safety and Control Analysis

**Site Control:**

1. Is Site Control set up? <input type="checkbox"/> Yes <input type="checkbox"/> No Comments/Name:	2. Is there an on-scene command post? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, where:
3. Have all personnel been accounted for? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know	Injuries:
	Fatalities:
	Unaccounted:
	Trapped:
4. Are public observers involved? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, who and where:	5. Is a decon area set up? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, where:

**Hazard Identification, immediate signs of: (if Yes, explain in remarks)**

1. Electrical hazards? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Products identified? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what:
3. Wind Direction <input type="checkbox"/> Away from your position Wind speed: <input type="checkbox"/> Towards your position	4. Is a safe approach possible? <input type="checkbox"/> Yes <input type="checkbox"/> No
5. Any abnormal odors or smells? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, what:	6. Vapors visible? Color: <input type="checkbox"/> Yes <input type="checkbox"/> No
7. Tide Times: Low _____ High _____	8. Ignition sources nearby? <input type="checkbox"/> Yes <input type="checkbox"/> No
9. Is local traffic a potential problem? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. Product placards, color codes visible <input type="checkbox"/> Yes <input type="checkbox"/> No
11. Other Hazard(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. As you approach the scene from the upwind side, do you note a change in status of any of the above? <input type="checkbox"/> Yes <input type="checkbox"/> No

**Hazard Mitigation: (Have you determined the necessity for any of the following)**

1. Entry Objectives:				
2. Are warning signs or barricades required? <input type="checkbox"/> Yes <input type="checkbox"/> No Identify Type:				
3. Atmospheric Testing? <input type="checkbox"/> Yes <input type="checkbox"/> No	a. Initial Results: LEL _____ H2S _____ O2 _____ CO _____ Benzene _____ Other _____ Time: _____	b. Sampling Equipment:		
c. Sampling Location(s):	d. Sample Frequency:	e. Personal Exposure Monitoring:		
Time/Location: _____	LEL _____ H2S _____ O2 _____ CO _____ Benzene _____ Other _____			
Time/Location: _____	LEL _____ H2S _____ O2 _____ CO _____ Benzene _____ Other _____			
Time/Location: _____	LEL _____ H2S _____ O2 _____ CO _____ Benzene _____ Other _____			
Time/Location: _____	LEL _____ H2S _____ O2 _____ CO _____ Benzene _____ Other _____			
4. Protective gear/level:	a. Gloves:	b. Clothing:	c. Boots:	
d. Respirators:		e. Chemical cartridge change frequency:		
5. Decon				
a. Instructions:				
b. Equipment and Materials				
6. Emergency Escape Route Established <input type="checkbox"/> Yes <input type="checkbox"/> No				
7. Field responders briefed on hazards? <input type="checkbox"/> Yes <input type="checkbox"/> No				
8. Remarks:				

## INCIDENT BRIEFING (ICS FORM 201-OS)

**Purpose.** The Incident Briefing form provides the Unified Command (and the Command and General Staffs assuming command of the incident) with basic information regarding the response situation and the resources allocated to the incident. It is also a permanent record of the initial incident response.

**Preparation.** This briefing form is prepared under the direction of the initial Incident Commander for presentation to the Unified Command. This form can be used for managing the response during the initial period until the beginning of the first operational period for which an Incident Action Plan (IAP) is prepared. The information from the ICS form 201-OS can be used as the starting point for other ICS forms or documents.

- Page 1 (Map/Sketch) may transition immediately to the Situation Map
- Page 2 (Summary of Current Actions) may be used to continue tracking the response actions and as the initial input to the ICS form 215-OS and the ICS form 232-OS
- Page 3 (Current Organization) may transition immediately to the Organization List (ICS form 203-OS) and/or Organization Chart (ICS form 207-OS)
- Page 4 (Resources Summary) may be used to continue tracking resources assigned to the incident and as input to individual T-Cards (ICS form 219) or other resource tracking system.
- Page 5 (Site Safety and Control Analysis) Purpose: The 201-5 is used as a basis for safety 'tailgate briefing' to clear personnel entering a scene, and is a predecessor to the Site Safety Plan.

**Distribution.** After the initial briefing of the Unified Command and General Staff members, the Incident Briefing is duplicated and distributed to the Command Staff, Section Chiefs, Branch Directors, Division/Group Supervisors, and appropriate Planning and Logistics Section Unit Leaders. The sketch map and summary of current action portions of the briefing form are given to the Situation Unit while the Current Organization and Resources Summary portion are given to the Resource Unit. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Prepared By Date Time	Enter the name and position of the person completing the form. Enter date prepared (month, day, year). Enter time prepared (24-hour clock).
3.	Map/Sketch	Show the total Area of Operations, the incident site, overflight results, trajectories, impacted shorelines, or other graphics depicting situation and response status on a sketch or attached map.
4.	Initial Incident Objectives	Enter short, clear, concise statements of the objectives for managing the initial response.
5.	Summary of Current Actions	Enter the actions taken in response to the incident, including the time, and note any significant events or specific problem areas.
6.	Current Organization	Enter on the organization chart the names of the individuals assigned to each position. Modify the chart as necessary, using additional boxes in the space provided under the Sections. Two blank lines are provided in the Unified Command section for adding other agencies or groups participating in the Unified Command and/or for multiple Responsible Parties.
7.	Resources Summary Resource Needed  Time Ordered Resource Identifier  ETA  On-Scene Location /Assignment / Status	Enter the following information about the resources allocated to the incident: Description of the resource needed (e.g., open water boom, skimmer, vac truck, etc.). Time ordered (24-hour clock). Identifier for the resource (e.g., radio call-sign, vessel name, vendor name, license plate, etc.). Estimated time for the resource to arrive at the staging area. Checkmark upon the resource's arrival.  Location of the resource, the actual assignment, and the status of the resource (if other than working).

Item #	Item Title	Instructions
8.	Safety Requirement	Before entering a potentially hazardous work environment, IT MUST BE EVALUATED BY A COMPETENT PERSON to establish safe work practices, personal protective equipment, and other control procedures. At a minimum, lower explosive limit (LEL), Oxygen, and Benzene levels must be evaluated. Spill cleanup areas shall be controlled as "regulated areas." If Benzene vapors are or may be expected to equal the action level of .5 ppm, then the area must be posted with the following warning: Danger – Benzene Cancer Hazard – Flammable – No Smoking – Authorized Personnel Only – Respirator Required (Reference 201 Page 5 Safety and Control Analysis Instructions below)
		<i>NOTE: Additional pages may be added to ICS form 201-OS if needed.</i>

## 201 Page 5 Site Safety and Control Analysis Instructions

### **Purpose:**

The intent of the 201-5 is to document and communicate the Site Control, Hazard Identification, and Hazard Mitigation measures in order to safely execute all actions within the emergency phase of the incident. It is the emergency phase site safety and control analysis plan.

### **Site Control:**

1. Site Control includes an isolation perimeter and access control points.
3. List numbers for each non-zero category. Describe each occurrence either in Remarks (#8) or reference applicable accident report(s).
5. Say whether the "decon" area is depicted on the 201-1. (It should be)

### **Hazard Identification (and immediate signs of)**

1. If 'Yes' is indicated, explain in Remarks (#8)
4. If 'Yes' is indicated, explain in Remarks (#8)
5. Only smells that are not natural, not normally present
6. If 'Yes' is indicated, include the color
8. If 'Yes' is indicated, circle which fire hazards are present. Continue explanation in Remarks (#8) starting with 'Haz ID #8'
9. If 'Yes' is indicated, continue explanation in Remarks (#8) starting with 'Haz ID #9'
10. If 'Yes' is indicated, list placards and color codes seen. Also note type of container, manufacturer label(s)
11. If 'Yes' is indicated, explain in Remarks (#8)
12. If 'Yes' is indicated, explain in Remarks (#8)

### **Hazard Mitigation**

1. Describe simply-stated objectives.
  2. For example, benzene and no smoking signs
  3. All atmospheric monitoring results should be logged on the Atmospheric Monitoring Results Sheet
    - 3a. Equipment can include combustible gas indicator, O2 monitor, colometric tubes (type) HNU/OVA, etc.
    - 3b. Enter initial monitoring results from the 201-1
    - 3c. If the location(s) is/are depicted on the 201-1, so state
    - 3d. Frequency can be continuous, hourly, etc.
    - 3e. Describe the procedures in effect for personal (sampling for on-site personnel) and medical monitoring.
  4. List the Protection Level (A-D) including the specific PPE needs. For APRs, estimate the life of the respirator cartridge.
  6. Describe the route. If the route is depicted on the 201-1, so state.
  7. Use Worker Declaration Log to ensure all field responders are briefed on hazards.
  8. Use 'Remarks for further explanations of the above items. Start with the item number (SC#X, HazID#X, HM#X).
- Prepared by: Print the name/company/ICS position of the person preparing the form.

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## CHECK-IN LIST Personnel (ICS FORM 211p)

**Special Note.** This form is used for personnel check-in only.

**Purpose.** Personnel arriving at the incident can be checked in at various incident locations. Check-in consists of reporting specific information that is recorded on the form.

**Preparation.** The Check-In List is initiated at a number of incident locations including staging areas, base, camps, helibases, and ICP. Managers at these locations record the information and give it to the Resource Unit as soon as possible.

**Distribution.** Check-In Lists are provided to both the Resource Unit and the Finance Section. The Resource Unit maintains a master list of all equipment and personnel that have reported to the incident. All completed original forms MUST be given to the Documentation Unit.

Item #	Item Title	Instructions
1.	Incident Name	Enter the name assigned to the incident.
2.	Operational Period	Enter the time interval for which the form applies. Record the start and end date and time.
3.	Check-in Location	Check the box for the check-in location.
4.	Name	Enter the name of the person.
5	Company/Agency	Enter the company or agency with which the individual is associated.
6.	ICS Section / Assignment / Qualifications.	Enter ICS Section and assignment, if known and note any other ICS qualifications if needed.
7.	Contact Numbers (Cell)	Enter the contact information for the person.
8.	Initial Incident Check-in?	Check if this is the first time a person has checked in for this incident.
9.	Time In/Out	Enter the time the person checks in and/or out (24-hour clock). If the person is leaving on a regular basis for document runner or attending a meeting in another room, it is not necessary to log them out.
10.	Prepared By Date/Time Prepared	Enter name and title of the person preparing the form. Enter date (month, day, year) and time prepared (24-hour clock).
11.	Date/Time Sent to Resource Unit	Enter date (month, day, year) and time (24-hour clock) the form is sent to the Resource Unit.

## Bomb Threat Notification Check Sheet

Upon receiving notification of a suspicious device, the following notifications shall be made:

Name of the person making notifications: \_\_\_\_\_

Notified Outside Agency's / Company Personal	Called		Contact	Time	Phone
	Y	N	Name		Number
Incident Commander/Off Duty			Justin Merrell		385-333-2728
Operations Supervisor			John Craig		307-320-5064
Security			Brad Wilson		307-707-1473
Safety			Luis Flores		307-871-0588
Sheriff					435-615-3500
Park City Fire Dept					435-649-6706
Evanston Fire Dept					307-789-8556
(NRC) National Response Center					(800) 424-8802

The following information should be conveyed:

1	Date:
2	Time:
3	Has the facility been evacuated:
4	Has the police department been contacted:
5	Has the fire department been contacted:
6	Location:
7	Description of device (if known):
8	Injuries:
9	Damage:
10	Wind direction:
11	Has the security gates been notified of responding agencies?

### Phone call Bomb Threat Checklist

If a bomb threat is received by phone:

Date: \_\_\_\_\_ Time Received: \_\_\_\_\_ Caller Phone #: \_\_\_\_\_

- 1) Remain calm. Keep the caller on the line for as long as possible.
- 2) Listen carefully. Be polite and show interest.
- 3) Try to keep the calling talking to learn more information.
- 4) Immediately upon termination of the call, call 7-911 from a different phone.
- 5) If the phone has caller ID, write down the phone number.
- 6) If a speakerphone can be used, place the call on speaker so other personnel can also listening to the call.

#### Questions to ask:

1. When is the bomb going to explode?
2. Where is the bomb?
3. What does it look like?

4. What kind of bomb is it?
5. What will cause it to explode?
6. Did you place the bomb?
7. Why?
8. Where are you calling from?
9. What is your address?
10. What is your name?

**EXACT WORDING OF THE THREAT:**

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**CALLER'S VOICE:** (Check)

	YES		YES		YES		YES
RASPY		DEEP BREATHING		SLOW		CRYING	
DEEP		CRACKING VOICE		LAUGHTER		NORMAL	
ANGRY		SOFT		ACCENT		THROAT	
EXCITED		RAPID		LOUD		LISP	
STUTTER		DISTINCT		FAMILIAR		NASAL	
RAGGED		SLURRED		CALM		CLEARING	
MAN		WOMAN					

**If voice is familiar, who did it sound like?**

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**Were there any background noises? (i.e., street noises, music, static, voices, etc.)**

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**Upon ending the call, make notifications to agencies and Company personnel.**

## SECTION 6 TRAINING AND EXERCISES

### 6.1 Training

Employees who work at the Wahsatch Station shall receive training on this EAP. These employees include terminal technicians, mechanics, supervisors and office personnel. This training will consist of an initial session with refresher training annually which will not exceed 15 months from the previous year's training date. Initial training shall consist of classroom delivered training and refresher training may be either classroom and/or Computer based training.

### 6.2 Exercises

#### 6.2.1 Frequency

An exercise based on this EAP should be conducted at least once per calendar year.

#### 6.2.2 Exercise Design

Exercises shall be designed to test operator and IMT actions for responses covered in Section 4 of this EAP. The exercise can be conducted in one of several manners:

- ICS-201 drill (Initial Incident Briefing) based on a scenario, with notifications and documentation of actions taken
- Round-table discussion on actions to take during an incident, with input from affected agencies, IMT members and initial responders
- Table top drill initiated with an ICS-201 briefing, utilizing the ICS Planning 'P' process and a unified command
- Unannounced drill

### 6.3 Post Incident Actions

#### 6.3.1 Lessons Learned

After the exercise is conducted, an after-action discussion or survey will be conducted to elicit feedback on positives and opportunities for improvement. Any comments that require action will be tracked on an ICS-233 form for follow-up.

#### 6.3.2 Incident Investigation

A thorough incident investigation is essential to effective emergency response planning. One of the primary goals of pre planning for emergencies is to minimize the potential for emergencies to develop. The purpose of investigating an incident is to identify the cause of the incident so that measures can be taken to reduce the potential for recurrences.

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## APPENDIX A CROSS REFERENCE

### A.1 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION CROSS REFERENCE

PLAN REQUIREMENTS	LOCATION IN THIS PLAN
<b>§1910.38 Emergency Action Plan</b>	
(a) <b>Application.</b> An employer must have an emergency action plan whenever an OSHA standard in this part requires one. The requirements in this section apply to each such emergency action plan.	
(b) <b>Written and oral emergency action plans.</b> An emergency action plan must be in writing, kept in the workplace, and available to employees for review. However, an employer with 10 or fewer employees may communicate the plan orally to employees.	
(c) <b>Minimum elements of an emergency action plan.</b> An emergency action plan must include at a minimum:	
(1) Procedures for reporting a fire or other emergency;	Section 3, 4
(2) Procedures for emergency evacuation, including type of evacuation and exit route assignments;	Section 4
(3) Procedures to be followed by employees who remain to operate critical plant operations before they evacuate;	Section 4
(4) Procedures to account for all employees after evacuation;	Section 4
(5) Procedures to be followed by employees performing rescue or medical duties; and	Section 2, 3, 4
(6) The name or job title of every employee who may be contacted by employees who need more information about the plan or an explanation of their duties under the plan.	Section 3
(d) <b>Employee alarm system.</b> An employer must have and maintain an employee alarm system. The employee alarm system must use a distinctive signal for each purpose and comply with the requirements in § 1910.165.	Section 4
(e) <b>Training.</b> An employer must designate and train employees to assist in a safe and orderly evacuation of other employees.	Section 6
(f) <b>Review of emergency action plan.</b> An employer must review the emergency action plan with each employee covered by the plan:	
(1) When the plan is developed or the employee is assigned initially to a job;	Section 6
(2) When the employee's responsibilities under the plan change; and	Section 6
(3) When the plan is changed.	Section 6
<b>§1910.39 Fire Prevention Plan</b>	
(a) <b>Application.</b> An employer must have a fire prevention plan when an OSHA standard in this part requires one. The requirements in this section apply to each such fire prevention plan.	Appendix B
(b) <b>Written and oral fire prevention plans.</b> A fire prevention plan must be in writing, be kept in the workplace, and be made available to employees for review. However, an employer with 10 or fewer employees may communicate the plan orally to employees.	Appendix B
(c) <b>Minimum elements of a fire prevention plan.</b> A fire prevention plan must include:	
(1) A list of all major fire hazards, proper handling and storage procedures for hazardous materials, potential ignition sources and their control, and the type of fire protection equipment necessary to control each major hazard;	Appendix B
(2) Procedures to control accumulations of flammable and combustible waste materials;	Appendix B
(3) Procedures for regular maintenance of safeguards installed on heat-producing equipment to prevent the accidental ignition of combustible materials;	Appendix B
(4) The name or job title of employees responsible for maintaining equipment to prevent or control sources of ignition or fires; and	Appendix B
(5) The name or job title of employees responsible for the control of fuel source hazards.	Appendix B

PLAN REQUIREMENTS	LOCATION IN THIS PLAN
(d) <b>Employee information.</b> An employer must inform employees upon initial assignment to a job of the fire hazards to which they are exposed. An employer must also review with each employee those parts of the fire prevention plan necessary for self-protection.	Appendix B
<b>§1910.120 Hazardous Waste Operations and Emergency Response.</b>	
(l) Emergency Response by Employees at Uncontrolled Hazardous Waste Sites.	
(1) <i>Emergency response plan.</i>	
(i) An emergency response plan shall be developed and implemented by all employers within the scope of paragraphs (a)(1)(i) through (ii) of this section to handle anticipated emergencies prior to the commencement of hazardous waste operations. The plan shall be in writing and available for inspection and copying by employees, their representatives, OSHA personnel and other governmental agencies with relevant responsibilities.	Overall Plan
(ii) Employers who will evacuate their employees from the danger area when an emergency occurs, and who do not permit any of their employees to assist in handling the emergency, are exempt from the requirements of this paragraph if they provide an emergency action plan complying with 29 CFR 1910.38.	
(2) <i>Elements of an emergency response plan.</i> The employer shall develop an emergency response plan for emergencies which shall address, as a minimum, the following:	
(i) Pre-emergency planning.	Section 4
(ii) Personnel roles, lines of authority, training and communication.	Section 3, 6
(iii) Emergency recognition and prevention.	Section 4
(iv) Safe distances and places of refuge.	Section 4
(v) Site security and control.	Section 4
(vi) Evacuation routes and procedures.	Section 1, 4
(vii) Decontamination procedures which are not covered by the site safety and health plan.	N/A (covered in SSHP)
(viii) Emergency medical treatment and first aid.	Section 4
(ix) Emergency alerting and response procedures.	Section 3
(x) Critique of response and follow-up.	Section 6
(xi) Personal protective equipment (PPE) and emergency equipment.	
(3) <i>Procedures for handling emergency incidents.</i>	Section 4
(i) In addition to the elements for the emergency response plan required in subsection (l)(2), the following elements shall be included for emergency response plans:	
(A) Site topography, layout, and prevailing weather conditions.	Section 1
(B) Procedures for reporting incidents to local, state, and federal governmental agencies.	Section 3
(ii) The emergency response plan shall be a separate section of the Site Safety and Health Plan.	
(iii) The emergency response plan shall be compatible and integrated with the disaster, fire and/or emergency response plans of local, state, and federal agencies.	Section 1
(iv) The emergency response plan shall be rehearsed regularly as part of the overall training program for site operations.	Section 6
(v) The site emergency response plan shall be reviewed periodically and, as necessary, be amended to keep it current with new or changing site conditions or information.	Section 1
(vi) An employee alarm system shall be installed in accordance with 29 CFR 1910.165 to notify employees of an emergency situation, to stop work activities if necessary, to lower background noise in order to speed communication, and to begin emergency procedures.	Section 4
(vii) Based upon the information available at time of the emergency, the employer shall evaluate the incident and the site response capabilities and proceed with the appropriate steps to implement the site emergency response plan.	Section 4

**APPENDIX B Fire Prevention Plan**

**B.1 Major Workplace Fire Hazards**

<b>B.1.2 BUILDINGS</b>		
<p>Description: The facility has an MCC building onsite. The building contains electronic equipment and combustibles such as a shelf and paper.</p>		
<b>Potential Ignition Source</b>	<b>Control Procedures</b>	<b>Fire Control Equipment or Systems</b>
<ul style="list-style-type: none"> <li>• Employees entering while smoking.</li> <li>• Electronic equipment.</li> </ul>	<ul style="list-style-type: none"> <li>• Potential ignition sources are controlled through employee training, proper signage and good housekeeping practices.</li> <li>• Inspection of electrical equipment for issues.</li> <li>• Signage and training: Smoking is prohibited in the facility</li> </ul>	<ul style="list-style-type: none"> <li>• Hand portable fire extinguishers are located throughout the building.</li> </ul>

<b>B.1.3 TANK FARM</b>		
<p><b>Description:</b> The facility has a tank farm containing 2 aboveground storage tanks. The tanks are located in the southern part of the facility. Products are received and shipped through a closed liquid piping system. Overfill protection is provided through visual and hand gauging and high-level alarms. Levels are monitored in the control room as well. Product tanks have fixed flat and/or cone roofs.</p>		
<b>Potential Ignition Source</b>	<b>Control Procedures</b>	<b>Fire Control Equipment or Systems</b>
<ul style="list-style-type: none"> <li>• Lightning.</li> <li>• Smoking.</li> <li>• Unauthorized vehicles or equipment entering the tank farm area.</li> <li>• Contractors performing hot work.</li> <li>• Tools</li> </ul>	<ul style="list-style-type: none"> <li>• Signage and training: Smoking is prohibited in the facility.</li> <li>• Signage and training: Unauthorized vehicles are prohibited from entering the tank farm area.</li> <li>• Proper employee and contractor training in equipment operation and vehicle parking.</li> <li>• All contractors are required to attend a safety orientation meeting prior to starting work at the facility.</li> <li>• Area around tank farm is kept free of weeds and vegetation.</li> <li>• Hot work permit policy.</li> <li>• Air monitoring</li> <li>• Use of non-sparking tools when LEL present.</li> </ul>	<ul style="list-style-type: none"> <li>• Fire extinguishers are located throughout the tank farm.</li> <li>• Fire water for cooling tanks would be provided by Evanston Fire Department.</li> </ul>

## B.2 Responsibilities

Supervisors are responsible for informing employees of potential fire hazards in the workplace specific to their tasks. In addition, each supervisor shall instruct employees on those parts of the fire prevention plan applicable for the employees to protect themselves and respond in the event of an emergency.

For the purposes of the fire prevention plan, one person has been named as the responsible person at the Facility for maintenance of equipment and systems installed to prevent or control ignition sources or fires and for control of fuel source hazards.

Name: John Craig  
Title: Operations Supervisor  
Office Phone: (307) 320-5064

## B.3 Housekeeping

All employees are expected to employ good housekeeping practices by keeping their work areas neat and free of waste that could pose a fire hazard. Employees/contractors are to perform the general housekeeping activities listed below.

Operators clean the building several times a week. The porta-a-john is serviced by a third-party contractor. Their responsibility is to dispose of all combustible waste materials that would contribute to a fire emergency and to perform general housekeeping duties.

It is the responsibility of the Terminal operators during the course of their shift to police the terminal during their normal course of business, and to dispose of any ordinary combustible materials such as weeds, paper, cardboard etc.

Terminal personnel coordinate cleaning of the loading rack as needed with high pressure water to remove any residues that would contribute to a fire emergency.

### B.3.1 General housekeeping

- Keep exits and passageways free of obstructions at all times.
- Keep access to fire protection equipment (pull stations and fire extinguishers) free and clear.
- Store flammable and combustible liquids in approved storage containers and cabinets.
- Incompatible materials in storage areas must be segregated. Specifically, separate ignitable material from oxidizers or sources of ignition. In general, do not store different types of incompatibles in the same container
- Prevent hazardous accumulations of flammable and combustible wastes such as discarded packing materials, or oily rags.
- Keep storage 18 inches away from sprinkler deflectors and 24 inches from the ceiling in non-sprinkler buildings.
- Assure fire doors are unobstructed and not blocked open
- General work areas must be kept orderly and clean
- A sufficient number of waste baskets or trash receptacles (non-combustible material) should be placed in each work area
- Floors are to be swept or vacuumed to prevent accumulation of combustible materials

## B.4 Training

New employees receive initial fire prevention training on the fire hazards of the materials and processes to which they are exposed. Fire training consists of hands-on training in the use of handheld fire extinguishers, truck and other equipment removal, fire alarms, emergency shutdown procedures, emergency evacuation, and a review of this written Fire Prevention Plan.

At the time of a fire, employees should know what type of evacuation is necessary and what their role is in carrying out the plan. In cases where the fire is large, total and immediate evacuation of all employees is necessary. In smaller fires, a partial evacuation of nonessential employees with a delayed evacuation of others may be necessary for continued plant operation. Employees are expected to take the personal initiative to learn what is expected of them during a fire to assure their safety.

Every employee is trained annually in the Hazard Communication Standard and in the characteristics of flammable and combustible liquids. Prior to using the loading rack facilities, all non-Company employees are required to attend orientation to become thoroughly familiar with the operation, use, and fire safety requirements associated with these facilities. Records are kept of all training activities documenting the type of training, persons trained, and date of training.

## B.5 Maintenance

Operators inspect the HVAC system on a semiannual basis and necessary maintenance is performed as needed, either by operators or, if necessary, a contractor.

Each day, during the normal course of their duties, Station Operators inspect electronics and electrical systems such as the UPS systems, batteries, MCC cabinet and other major electrical systems for operation, proper housekeeping and any apparent damage or other problems. When the need for service, maintenance or repair is indicated, appropriate contractors are called in to perform work as needed.

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