

This form and supporting documents (if applicable) are due the Wednesday before the COW meeting by noon.

	<table border="1"> <tr> <td>Date Received (office use)</td><td></td></tr> </table>	Date Received (office use)	
Date Received (office use)			
Date of Request	May 30, 2017		
Requesting Staff Member	Alison Weyher		
Requested Council Date	June 6, 2017		
Topic/Discussion Title	Cooperative Agreement with Utah Division of Forestry, Fire and State lands to jointly fund a wildland fire warden.		
Description	In December, 2016, the Council approved a Resolution and allocated \$63,000 to enter into a cooperative agreement with the State to protect nonfederal land from wildland fire. This is the accompanying Cooperative Agreement.		
Requested Action¹	Approve Resolution and agreement.		
Presenter(s)	Rick Graham, David A. Johnson		
Time Needed²	10 minutes		
Time Sensitive³	Yes – this needs to be in place before the wildfire season begins!		
Specific Time(s)⁴			
Contact Name & Phone	Alison Weyher x86716		

Please attach the supporting documentation you plan to provide for the packets to this form. While not ideal, if supporting documents are not yet ready, you can still submit them by 10 am the Friday morning prior to the COW agenda. Items without documentation may be taken off for consideration at that COW meeting.

Mayor or Designee approval:



- 1 What you will ask the Council to do (e.g., discussion only, appropriate money, adopt policy/ordinance) – in specific terms.
- 2 Assumed to be 10 minutes unless otherwise specified.
- 3 Urgency that the topic to scheduled on the requested date.
- 4 If important to schedule at a specific time, list a few preferred times.

Ben McAdams
Mayor
Rick Graham
Deputy Mayor
Chief Operations Officer



Alison Weyher
Economic Development Director
Debora Riddle
Economic Development Principal Planner
Emily Waterman
Redevelopment Agency Manager

May 18, 2017

Stephen DeBry, Chair
Salt Lake County Council
2001 South State Street
Salt Lake City 84114

Dear Chairman DeBry;

In March, the County Council approved the Utah Wildland-Urban Interface Code in anticipation of adopting an Interlocal Agreement with the Utah Division of Forestry, Fire and State Lands to jointly fund a wildland fire warden. This action followed a December 13, 2016 Resolution "expressing its intent to enter a cooperative agreement with the Utah Division of Forestry, Fire, and State Lands to cooperatively discharge their joint responsibilities for protecting nonfederal land from wildland fire". The Council also appropriated \$63,000 from the General Fund to support these efforts. Attached please find a copy of the cooperative agreement for your approval.

Please note the following points:

1. This position will be split 50/50 with Davis County.
2. Salt Lake County and Davis County will pay 50% of the salary. The balance will be covered by the Utah Division of Forestry, Fire and State Lands
3. If Salt Lake County so requests, an assistant Fire Warden and seasonal employees may be hired. This would likely only happen in an extreme situation and result in an increase to the County's financial obligation.

Thank you for your understanding and support.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rick Graham'.

Rick Graham
Deputy Mayor

Cc: Brian Maxwell

encl

RESOLUTION NO. _____

DATE: _____

RESOLUTION OF THE SALT LAKE COUNTY COUNCIL THE COOPERATIVE AGREEMENT AND THE COUNTY WARDEN AGREEMENT WITH THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS TO COOPERATIVELY DISCHARGE THEIR JOINT RESPONSIBILITIES FOR PROTECTING NONFEDERAL LAND FROM WILDLAND FIRE.

The Legislative Body of Salt Lake County resolves as follows:

WHEREAS, effective January 1, 2017, the Utah State Legislature provided under Utah Code Ann. §§ 65A-8-201 to -212, (the "Fire Control Act") that the Salt Lake County Council is eligible to enter into a Cooperative Agreement, as defined in Utah Code Ann. §65a-8-203, and a County Warden Agreement, as defined in Utah Code Ann. § 65a-8-209.1, with the Utah Division of Forestry, Fire, and State Lands ("FFSL");

WHEREAS, under the Cooperative Agreement and County Warden Agreement Salt Lake County ("County") and FFSL will agree to cooperatively discharge their joint responsibilities under the Fire Control Act and corresponding administrative rules;

NOW, THEREFORE, BE IT RESOLVED by the Salt Lake County Council that both the Cooperative Agreement and the County Warden Agreement is approved and the Mayor is authorized to execute the Cooperative Agreement and County Warden Agreement attached hereto as Exhibit A.

[Acknowledgments To Follow]

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____
day of _____, 2017.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chairman

ATTEST:

Sherrie Swensen
Salt Lake County Clerk
Date: _____

Voting:

Council Member Bradley voting	_____
Council Member Bradshaw voting	_____
Council Member Burdick voting	_____
Council Member DeBry voting	_____
Council Member Granato voting	_____
Council Member Jensen voting	_____
Council Member Newton voting	_____
Council Member Snelgrove voting	_____
Council Member Wilson voting	_____

APPROVED AS TO FORM:

Digitally signed by David
Johnson
Reason: Approved as to form.
Date: 2017.05.31 12:29:54 -06'00'

**COOPERATIVE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
SALT LAKE COUNTY**

This agreement shall become effective on January 1, 2017 and is intended to continue for five years from the date of the last authorized signature and may only be amended by mutual written agreement of the parties. In the event of disagreement between this agreement and any statute or regulation, the statute or regulation shall control. No waiver of any terms of this agreement will be valid unless in writing in accordance with R652-122-200 (2017).

SECTION I: RECITALS AND GLOSSARY OF TERMS

A. Pursuant to Utah Code § 65A-8-203 (), this Cooperative Agreement is required for Salt Lake County (the “Participating Entity”) and the State of Utah, Division of Forestry, Fire, and State Lands (“FFSL”)(collectively “parties”) to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.

B. Glossary of Terms

- a. Annual Participation Commitment Report – a report prepared by the Participating Entity detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past fiscal year.
- b. Cooperative Agreement – an agreement between FFSL and an Eligible Entity wherein the Eligible Entity agrees to meet a Participation Commitment and provide Initial Attack for wildland fire, and FFSL agrees to pay for wildland fire suppression costs following a Delegation of Fire Management Authority as found in Utah Code § 65A-8-203.1 (2017), as well as all aviation asset costs charged to the incident.
- c. Eligible Entity – as defined in Utah Code § 65A-8-203 (2017), a county, municipality, special service district, local district, or service area with wildland fire suppression responsibility as described in Utah Code § 11-7-1 and wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or, with approval by the FFSL director, a political subdivision established by a county, municipality, special service district, local district, or service area that is responsible for providing wildland fire suppression services and paying for the cost of wildland fire suppression.
- d. Extended Attack – actions taken in response to wildland fire after Initial Attack.
- e. Initial Attack –actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression

forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority. (NWCG Wildland Fire Incident Management Field Guide, 2013)

- f. Participation Commitment – prevention, preparedness, and mitigation actions and expenditures undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code § 65-A-8-202 (2017) and Utah Code § 65-A-8-202.5(2017).
- g. Annual Participation Commitment Statement – a statement prepared by FFSL and sent to the Participating Entity detailing the Participation Commitment for the upcoming fiscal year.
- h. Participating Entity – an Eligible Entity with a valid Cooperative Agreement.

SECTION II: CERTIFICATION OF QUALIFICATIONS

FFSL and the Participating Entity certify that the following qualifications have been met:

- A. The Participating Entity is a county, municipality, or other Eligible Entity.
- B. The Participating Entity agrees to adopt within 2 years of signing this agreement, and update within five years of signing this agreement, a Community Wildfire Preparedness Plan (“CWPP”) or an equivalent wildland fire preparedness plan with approval from FFSL.
- C. The Participating Entity’s fire department or fire service provider as defined in Utah Code § 65A-8-203 (2017) meets minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by FFSL in R652-122-1400 (2017).
- D. FFSL has provided an Annual Participation Commitment Statement and the Participating Entity has reviewed, approved, and returned the signed Annual Participation Commitment Statement to FFSL before the start of the Participating Entity’s fiscal year.
- E. The Participating Entity agrees to implement prevention, preparedness, and mitigation actions, which are identified in their CWPP and lead to reduction of wildfire risk, according to their Annual Participation Commitment Statement.
- F. The Participating Entity is not ineligible for a Cooperative Agreement pursuant to R652-122-200 (2017), R652-121-400 (2017), or R652-121-600 (2017)

- G. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has adopted a wildland fire ordinance based on minimum standards established by FFSL in R652-122-1300 (2017).
- H. If the Participating Entity is a county or has jurisdiction over unincorporated private land, the county in question has a designated fire warden as described in Utah Code § 65A-8-209.1 (2017) and has entered into a County Warden Agreement (attached as Addendum A).

SECTION III: PARTICIPATION COMMITMENT

FFSL and the Participating Entity agree to the following provisions:

A. Participation Commitment

- 1. The Participating Entity agrees to fulfill a Participation Commitment as contained in R652-122-800 (2017) and R652-122-200(6)(c) (2017).
- 2. The Participation Commitment includes prevention, preparedness, and mitigation actions identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan.

B. Participation Commitment Expenditures and Activities

- 1. The Participation Commitment may be met through either direct expenditures or in-kind activities.
 - a. Direct expenditures include funds spent by the Participating Entity to implement wildland fire prevention, preparedness or mitigation actions identified in the Annual Participation Commitment Statement, attached as Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - b. In-kind activities include wildland fire prevention, preparedness or mitigation efforts identified in Addendum B or with the approval of the Participating Entity's respective FFSL Area Manager.
 - i. In-kind expenditures are valued at the rate calculated by the "Independent Sector" (<https://www.independentsector.org/>), the same source used for FFSL's Fire Department Assistance Grant program.
 - c. Participation Commitment cannot be met through direct payment to the State.
- 2. FFSL staff (e.g., County Warden, WUI Coordinator, FMO, or Area Manager) may assist the Participating Entity with identifying valid Participation Commitment actions and activities based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.

C. Participation Commitment Accounting and Reporting

1. The Participating Entity is responsible for accounting for its respective Participation Commitment activities and expenditures.
 - a. Beginning January 1, 2016, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full fiscal year Participation Commitment.
 - b. The value of Participation Commitment expenditures and activities may, in certain instances, "carry-over" to the next fiscal year with the approval of the respective FFSL Area Manager.
 - i. The value of capital improvement projects--typically, large "preparedness-type" projects--can carry-over for five years, with no single project's value accounting for more than 25% of the Participating Entity's total Participation Commitment for any of those years. This is the same 25% annual maximum that applies to all preparedness activities as noted on Addendum B.
 - ii. All other non-capital improvement actions (e.g., a large fuels reduction project) can carry over for three years. No maximum value applies to mitigation actions as described in Addendum B.
 - iii. It is the responsibility of the Participating Entity to receive approval from their respective FFSL Area Manager in advance of pursuing a carry-over
 - iv. It is the responsibility of the Participating Entity to account for, track, and report in their annual Participation Commitment Report the carry-over from year to year.
2. The Participating Entity agrees to provide an Annual Participation Commitment Report detailing the Participation Commitment activities and expenditures to their local FFSL Area Office at the conclusion of the Participating Entity's fiscal year (via the County Fire Warden) for annual review and approval by FFSL.
 - a. FFSL shall have the right to review and verify records related to the Participation Commitment. FFSL shall also have the right to deny unverifiable or incorrect records.

D. Annual Participation Commitment Statement

1. In advance of a Participating Entity's fiscal year, FFSL will send the Participating Entity an Annual Participation Commitment Statement.
2. In order to continue participation for the Participating Entity's upcoming fiscal year, the Participating Entity's executive officer must approve, sign and return the Annual Participation Commitment Statement to FFSL by the due date contained in the

Statement. Failure to do so will terminate this agreement at the conclusion of the Participating Entity's current fiscal year.

3. The Annual Participation Commitment Statement is based on the Participating Entity's fiscal year, and the corresponding Participation Commitment must be met throughout the Participating Entity's next fiscal year.
 - a. For counties, the first year of Participation Commitment will be FY 2017, starting January 1, 2017.
 - b. For cities and towns, the first year of Participation Commitment will be FY 2018, starting July 1, 2017.
 - c. For any other Participating Entity, the fiscal year may vary, so the first year of Participation Commitment will begin at the start of each Participating Entity's fiscal year.

E. Participation Commitment Calculation

1. The Participation Commitment is based on two elements, a wildfire risk assessment by acres ("Risk Assessment") conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in each Participating Entity's jurisdiction.
 - a. The Risk Assessment is determined by FFSL's "Utah Wildfire Risk Assessment Portal" (UWRAP), which will be updated as data sources, technology, and funding allow.
 - b. The Fire Cost Average is based on historic suppression costs accrued by a Participating Entity. Only wildland fire suppression costs accrued and paid by the State on behalf of a Participating Entity are counted toward that entity's historic fire cost average. This includes State-paid costs after a Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred.
 - i. The Fire Cost Average is calculated on a rolling ten-year average, dropping the highest and lowest cost years and adjusting for inflation (using the Consumer Price Index); therefore, each ten-year average will have eight data points.
 - ii. The Fire Cost Average will only include State-paid suppression costs for areas for which the Participating Entity has fire suppression responsibility and taxing authority.
2. FFSL will calculate the Participation Commitment for the Participating Entity according to the formula found in R652-122-300 (2017), R652-122-400 (2017) and R652-122-500 (2017).

F. Participation Commitment Appeals

1. Decisions related to the Participation Commitment may be informally appealed to the State Forester.

**SECTION IV: INITIAL ATTACK, DELEGATION OF FIRE MANAGEMENT
AUTHORITY, TRANSFER OF FISCAL RESPONSIBILITY,
and EXTENDED ATTACK**

A. Initial Attack

1. The Participating Entity agrees to primary responsibility for Initial Attack (“IA”). IA is defined as actions taken by the first resources to arrive at any wildland fire incident. Initial actions may be size-up, patrolling, monitoring, holding action, or aggressive suppression action. All wildland fires that are controlled by suppression forces undergo initial attack. The kind and number of resources responding to initial attack varies depending on fire danger, fuel type, values to be protected and other factors. Generally, initial attack involves a small number of resources and the incident size is small. Regardless of fire type, location, or property/resources being threatened, firefighter and public safety is always the highest priority (NWCG Wildland Fire Incident Management Field Guide, 2013).
2. Effective wildland fire IA will be determined by FFSL based on the definition above and pursuant to Utah Code § 65A-8-202 (2017), defined as what is reasonable for the entity.
3. The Participating Entity agrees to financial responsibility for all IA costs except aviation assets, which are the responsibility of the State.
4. FFSL agrees to financial responsibility for all costs of aviation assets, including both IA and extended incidents.
 - a. Aviation assets on initial run cards as established by the State will not:
 - a. be counted towards a Participating Entity’s historic fire cost average for purposes of annually calculating the Participating Entity’s Participation Commitment; and,
 - b. cause the Delegation of Fire Management Authority or Transfer of Fiscal Responsibility.

B. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility

1. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility (“Delegation”) occur simultaneously with one of the following events:
 - a. State or federally owned lands are involved in the incident; or,
 - b. firefighting resources are ordered through an Interagency Fire Center (beyond “pre-planned dispatch”); or,
 - c. at the request of the Participating Entity having jurisdiction by the local fire official on scene; or,
 - d. by decision of the State Forester after consultation with local authorities.

2. Delegation to FFSL means FFSL or its designee becomes the primary incident commander, in a unified command environment with the agency having jurisdiction.

C. Extended Attack

1. Upon Delegation a timestamp will be recorded via radio with the Interagency Fire Center servicing the incident.
2. Delegation documentation will be signed by all parties on the incident organizer and resource needs will be reevaluated in the transition from initial to extended attack.
3. This timestamp will also be reflected on the Crew Time Reports (CTR)/Shift Ticket of all resources that are not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement.
4. At the time of the Delegation, a new CTR/Shift Ticket will be started for all resources to be used in the extended attack effort.
5. FFSL agrees to be financially responsible for the wildland fire suppression costs beyond IA if a Delegation occurs and the Participating Entity meets the terms of Code, applicable Administrative Rules, and this Agreement.

**SECTION V: WILDLAND FIRE RESPONSE TRAINING,
CERTIFICATION AND EQUIPMENT STANDARDS**

A. Wildland Fire Response Training and Certification

1. FFSL prefers certification by the Utah Fire Certification Council as Wildland Firefighter I as certified by the Utah Fire and Rescue Academy (UFRA).
2. At a minimum, the Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will be trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior. FFSL also recommends S215 Wildland Urban Interface Firefighting Operations.
 - a. This includes firefighters who are directly involved in the suppression of a wildland fire; firefighters on scene who have supervisory responsibility or decision-making authority over those involved in the suppression of a wildland fire; or individuals who have fire suppression responsibilities within close proximity of the fire perimeter.
 - b. This does not include a person used as a courier, driver of a vehicle not used for fire suppression, or a person used in a non-tactical support or other peripheral function not in close proximity to a wildland fire.
 - c. Upon the Delegation of Fire Management Authority, Firefighters not certified by the Utah Fire Certification Council as Wildland Firefighter I will be released from Initial Attack or reassigned to other firefighting duties.
 - d. FFSL reserves the right to reevaluate these requirements.

3. The Participating Entity will ensure that firefighters providing Initial Attack to wildland fire within the Participating Entity's jurisdiction will complete RT130 Annual Fireline Safety Refresher Training prior to each statutory "closed fire season" as found in Utah Code § 65A-8-211(2017).
4. In order to be eligible for state reimbursement for wildland fire suppression response outside of its jurisdiction, a Participating Entity's firefighters and fire departments must follow the qualifications outlined in the FFSL Memorandum of Understanding.

B. Wildland Fire Response Equipment Standards

1. The Participating Entity will ensure that engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on non-federal land within the Participating Entity's jurisdiction will meet the standard for the type of equipment as determined by the National Wildfire Coordinating Group and/or as indicated in FFSL's annual Fire Department Manual.

SECTION VI: WILDLAND FIRE COST RECOVERY LEGAL ACTIONS

- A. Pursuant to Utah Code § 65A-3-4, the Participating Entity agrees to initiate a civil action to recover suppression costs incurred by the Participating Entity and the State of Utah on non-federal land within the Participating Entity's jurisdiction for wildland fire caused negligently, recklessly, or intentionally.
- B. Counsel for FFSL will provide assistance with these actions.
- C. Any costs recovered may reduce the Participating Entity's Historic Fire Cost Average and Participation Commitment.

SECTION VII: BREACH OF THIS AGREEMENT

- A. If, at the end of a fiscal year, FFSL determines that the Participating Entity has not complied with the terms of this agreement, including but not limited to, failing to comply with the Participation Commitment or failing to comply with the terms stated in Utah Code § 65A-8-203(4) (2017), the entity will be placed on Probation Status by FFSL and given notice of this decision, the reasons for this decision, and actions required to remove Probation Status. A decision to place the Participating Entity on Probation Status may be appealed to the State Forester. The State Forester may conduct an investigation, hold an informal hearing, and/or request further information from the Participating Entity and/or the Division. During Probation Status, the Participating Entity may continue to receive assistance as provided in this Cooperative Agreement, but the Participating Entity must come into compliance with the Cooperative Agreement by the end of the fiscal year. If the Participating Entity comes into compliance with the Cooperative Agreement by the end of the first Probation Status fiscal year, the Probation Status shall be lifted.

1. If the reason for the Probation Status is that the Participating Entity has failed to fulfill its Participation Commitment during the previous fiscal year, the Participating Entity must fulfill the Participation Commitment for the previous year, as well as the Participation Commitment for the current fiscal year by the end of the fiscal year in order to have its probation status lifted.
 - a. If during the first Probation Status year, the Participating Entity fulfills its Participation Commitment for the previous fiscal year, but not for the first Probation Status year, the Probation Status may be extended for a second fiscal year.
 2. If during the second Probation Status year, the Participating Entity fails to fulfill the Participation Commitment for both the first and second Probation Status years, the Cooperative Agreement shall be revoked as specified in subsection VII(B) herein below.
 3. Participation Commitment expenditures and actions shall be credited towards the outstanding obligation before being credited to the current obligation.
- B. If the Participating Entity does not come into compliance with the terms of this Cooperative Agreement by the end of the first Probation Status fiscal year (or second Probation Status fiscal year if the non-compliance is failure to meet the Participation Commitment), this Cooperative Agreement shall be revoked pursuant to Utah Code § 65A-8-203(5)(b)(ii) (2017) and the entity shall not be eligible for assistance from the Wildland Fire Suppression Fund and shall be responsible for wildland fire suppression costs within its jurisdiction pursuant to Utah Code § 65A-8-203.2 (2017)
- C. If a Participating Entity revokes this agreement or if FFSL revokes this agreement for cause, the participating entity shall only be allowed to enter into a new cooperative agreement pursuant to R652-121-600 (2017).

[Intentionally left blank, Signature page to follow.]

UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS:

Authorized Signature

Date

Title

APPROVED AS TO FORM:

Assistant Attorney General

SALT LAKE COUNTY:

County Mayor or designee

Date

Digitally signed by David Johnson
Reason: Approved as to form.
Date: 2017.05.31 12:20:12 -06'00'

ADDENDUM A

**COUNTY FIRE WARDEN AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
SALT LAKE COUNTY**

This Agreement between The State of Utah, Division of Forestry, Fire, and State Lands ("FFSL") and Salt Lake County ("County") shall be effective on January 1, 2017 and terminates December 31, 2017 and may only be amended by mutual written agreement of the parties.

The agreement is required for any county that has entered into a cooperative agreement with FFSL and has unincorporated private land within its jurisdictional authority. This agreement revokes and replaces any previous warden agreements between the parties.

For the purpose of cooperatively hiring, employing, supervising, and compensating a county fire warden, FFSL and County hereby agree:

A. FFSL WILL:

1. Employ, at a minimum, a full-time fire warden, unless exempted in Utah Code § 65A-8-209.1 (2017).
2. Recognize the fire warden as a representative for wildland fire management on all state and private land within the County. The fire warden will be supervised by FFSL as part of FFSL's statewide wildland fire program and organization.
3. Pay 50 percent of the fire warden's compensation (including salary, FICA and employee benefits according to the State system, as applicable) consistent with Utah Code § 65A-8-209.1(2) (2017). All on-call time will be paid by FFSL.
4. Employ an assistant fire warden at the written request of the County; the position duration and status will be determined by available funding.
5. If requested by the County, employ and pay an assistant fire warden and other seasonal employees' on-call time and time spent on FFSL-funded projects. Other duties assigned by the County or participating entity to the assistant fire warden and other seasonal employees will be funded by the County or participating entity. Assistant fire warden and other seasonal employees' time spent on wildland fire suppression will be billed to the appropriate fire code.
6. Invoice the County for its portion of the costs for the fire warden, assistant fire warden (if requested by the County), and other seasonal employees (if requested by the County) after the conclusion of the State fiscal year (June 30).

7. Provide fire warden support, as outlined in Appendix A, to include the following:

- a. Training;
- b. Winter vehicle;
- c. Computer, phone and office supplies;
- d. Fire prevention activities and or materials; and
- e. Other items as applicable.

8. Hold the fire warden accountable for meeting the written objectives in their annual Performance Management Contract developed in cooperation with the County or participating entity and overseen by their FFSL supervisor.

9. Provide and maintain at State expense a vehicle, auxiliary tools, and equipment appropriate for use in wildland fire suppression and associated activities during the statutory closed fire season (June 1 - October 31).

B. THE COUNTY WILL:

1. Be represented by, at a minimum, a seasonal, full-time fire warden employed by the FFSL.
2. Recognize the fire warden as a representative for wildland fire management on all state and private land within the County. The fire warden will be employed and supervised by FFSL as part of FFSL's statewide wildland fire program and organization.
3. Reimburse FFSL for 25 percent of the fire warden's compensation (including salary, FICA and employee benefits under the State system, as applicable) consistent with Utah Code § 65A-8-209.1(2)(2017). County and FFSL understand and agree that the remaining 25 percent of the fire warden's compensation is funded by Davis County.
4. In County's discretion, request FFSL employ an assistant fire warden; the position duration and status will be determined by available funding.
5. Pay for assistant fire warden and other seasonal employees requested by County. Assistant fire warden and other seasonal employees' time spent on wildland fire suppression will be billed to the appropriate fire code.
6. Reimburse any additional costs associated with the assistant fire warden and other seasonal employees as requested by County, excluding on-call time, time spent on FFSL-funded projects, and time spent on wildland fire suppression that is billed to a fire code. Reimbursement will be made within 30 days following date of invoice by FFSL.

7. Provide fire warden support, as outlined in Appendix A, to include the following:
 - a. Training;
 - b. Office supplies;
 - c. Fire prevention activities and or materials; and
 - d. Other items as applicable.
8. Hold the fire warden accountable for written objectives in their annual Performance Management Contract developed in cooperation with the County or participating entity.
9. Ensure cooperative support for the fire warden and wildland fire program from the offices of county sheriff, emergency management director, and other County departments or corresponding offices within a participating entity.

C. IT IS MUTUALLY AGREED:

1. The local fire chief having jurisdictional authority is the official representative in structural, personal property and other non-wildland fire protection matters. FFSL will assume no responsibility for suppressing structural, vehicle, landfill or other types of non-wildland fire anywhere in the County or participating entity.
2. The qualifications of a fire warden are:
 - a. To be hired, the individual must be minimally qualified as an NWCG Type 4 Incident Commander. If a qualified candidate is not found, an "under-qualified" candidate may be hired if the County, area manager, and state fire management officer agree. If an under-qualified individual is hired, steps will be agreed to by the County and area manager to allow the individual to meet minimum qualifications as quickly as possible. These steps should be outlined in the fire warden's annual Performance Management Contract. The individual will remain on probation until qualifications are met.
 - b. The individual must be able to pass the physical fitness requirements associated with their qualifications as established by NWCG.
 - c. The individual must demonstrate excellent leadership and interpersonal skills, as determined by FFSL.
 - d. The individual or qualified designee must be available to work irregular hours associated with community and fire department meetings and training. The individual shall also coordinate with the county and neighboring FFSL resources to ensure local fire suppression demands are met while the individual is out of the area on training, national and IMT assignments.
3. The assistant fire warden must be qualified as a NWCG FFT2 (basic wildland firefighter).

Salt Lake County:

By: _____
Mayor or Designee

Digitally signed by David Johnson
Reason: Approved as to form.
Date: 2017.05.31 12:20:44 -06'00'

Dated: _____

Division of Forestry, Fire and State Lands:

Wasatch Front Area:
FFSL Area Office

Date

Trent Bristol/Area Manager
Name/Title



Signature

Approved as form:

Name/Assistant Attorney General

Signature

APPENDIX A

	Utah Division of Forestry, Fire and State Lands 1594 West North Temple, Suite 3520 P.O. Box 145703 Salt Lake City, UT 84114-5703		
WILDLAND FIRE PROGRAM SUPPORT BUDGET BETWEEN SALT LAKE COUNTY AND UTAH DIVISION OF FORESTRY, FIRE, & STATE LANDS FOR CALENDAR YEAR 2017			
Professional/Technical	2016	2017 REQUEST	2017 APPROVED
Warden Salary		\$19,750	
Engine Boss		\$0	
Assistant Warden		\$0	
Engine Crew Member		\$0	
Program Support			
Fire Prevention		\$500	
Equipment & Supplies		\$500	
Fire Tools		\$500	
Training		\$600	
Warden IT			
Engine Mileage			
TOTALS	\$0	\$21,850	\$0

Utah Division of Forestry, Fire and State Lands

Print Name and Title

Signature

Date

Official County Representative

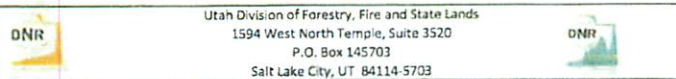
Print Name and Title

Signature

Date

Digitally signed by David Johnson
Reason: Approved as to form.
Date: 2017.05.31 12:21:29 -06'00'

ADDENDUM B



DNR

[illegible]

Date _____

Digitally signed by David Johnson
Reason: Approved as to form.
Date: 2017.05.31 12:25:17 -06'00'

Fire Suppression Cost 10 Year Average Calculations			
YEAR	NORMAL FIRE SUPPRESSION COSTS (See Note 2)	TIMES INFLATION RATE FACTOR (See Note 3)	EQUALS ADJUSTED FIRE COSTS IN CONSTANT DOLLARS
2006	\$169,865	1.19	\$202,139
2007	\$327,187	1.16	\$379,537
2008	\$420,558	1.12	\$471,025
2009	\$0	1.12	\$0
2010	\$65,666	1.10	\$72,233
2011	\$212,847	1.07	\$227,745
2012	\$0	1.05	\$0
2013	\$0	1.03	\$0
2014	\$0	1.03	\$0
2015	\$139,289	1.02	\$142,075
TOTAL:			\$1,023,730
DIVIDED BY EIGHT YEARS			\$127,966

Utah Wildfire Risk Assessment SALT LAKE COUNTY

Derived from www.UtahWildfireRisk.utah.gov

Medium: \$0.30/acre, High: \$0.40/acre

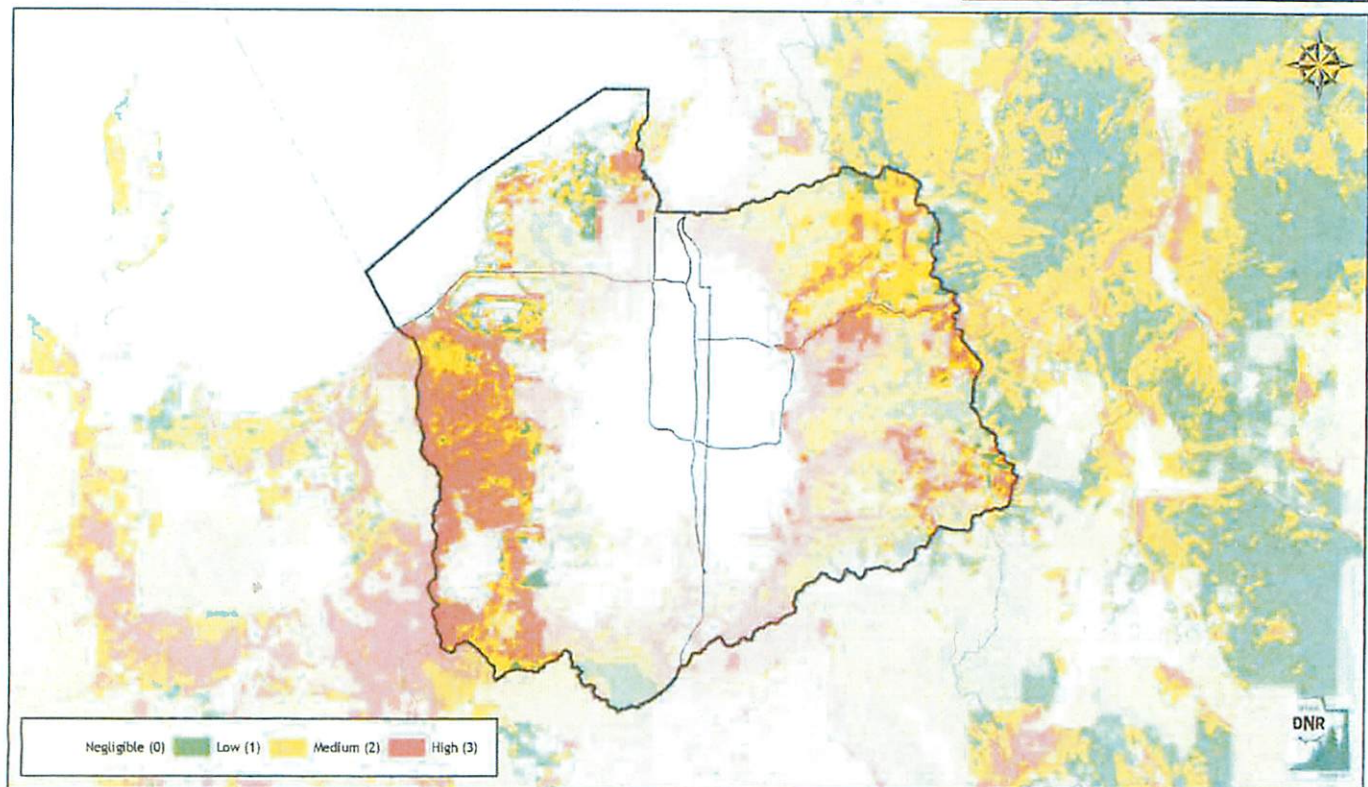
Low Risk: 50,773 Acres (33%)

Medium Risk: 55,673 Acres (36%) - \$22,269

High Risk: 55,673 Acres (36%) - \$22,269

Risk Assessment Total: \$36,737

Participation Commitment Total: \$164,703



0 5 10 20 Miles

1:485,000

Map produced 4/18/2017