

**PARTICIPATING AGREEMENT**

**TOOELE COUNTY CORPORATION**  
**CONTRACT #** 07-09-14

**BETWEEN THE**

**UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS**

**AND**

**Tooele COUNTY**

**Section I - Certification of Qualifications to Establish a Cooperative Agreement**

For the purpose of establishing and maintaining a cooperative program for wildland fire protection in order to discharge the responsibilities of the County and the State for protecting unincorporated private, County and state owned forest, range and watershed lands from fire as provided by UCA, section 65A-8-6, the Division of Forestry, Fire and State Lands (Division) and the Tooele County Commissioners (County) certify the county has met the following qualifications:

1. The County has adopted a wildland fire ordinance based upon minimum standards established by the Division (R652-122-200).
2. The County fire department or equivalent private provider under contract with the county meet minimum standards for wildland fire training, certification, and equipment based on nationally accepted standards as specified by the Division. (R652-122-300 and R652-122-400).
3. The County has filed with the Division a budget for suppression costs. (R652-121-200)

**Section II - Cooperative Wildland Fire Protection Program**

For the purpose of establishing and maintaining a cooperative program for wildland fire between the County and the Division, it is agreed as follows:

**A. THE DIVISION WILL:**

1. Employ a full time District Fire Warden .
2. Employ two seasonal firefighters to staff the state engine during the fire season (June 1- October 31).
2. Recognize the District Fire Warden as its official representative in wildland fire issues in the County. The District Fire Warden and seasonal firefighters will be part of the Division's statewide organization.
3. Bill the County for 50% of the District Fire Warden and two seasonal firefighters salary at the end of the state fiscal year.
4. Provide supervision of the District Fire Warden and two seasonal firefighters. The District Fire Warden will be held accountable for written objectives developed in conjunction with the County.
5. Provide and maintain at state expense a vehicle, auxiliary tools, and equipment appropriate for use in wildfire suppression and associated activities during the fire season (June 1 to October 31).
6. Provide a command vehicle equipped with radios for the District Fire Warden.

7. Provide additional full-time state employees at no charge to the County for suppression on unincorporated private lands, subject to availability, when called for by the District Fire Warden or when otherwise deemed necessary for assistance on wildland fires.
  - a. The Division's fire suppression resources provided through the Department of Natural Resources or the Lone Peak Conservation Program will be provided at the cost charged to all users.
8. Loan to the County, Federal Excess Personal Property (FEPP) for use in the Cooperative Wildland Fire Protection Program. Local assignments of such equipment will be made as agreed upon by the Division and the County. A Custodial Agreement will be in place for all pieces of FEPP equipment on loan to the County by the Division (Exhibit 1).
9. Provide initial registration and license plates for the FEPP vehicles provided by the Division. **Title to all excess property provided through this agreement remains with the Federal Government and is non-transferable.**
10. Consult with the County when wildland fire escapes initial attack and major expenditures are expected. The County Commission/Council or an authorized representative will be invited to assist in making decisions on the management of the fire. If a County official cannot be contacted or if the contacted official declines to participate in decisions, the Division will make management decisions regarding appropriate action. The County is financially responsible for unincorporated private and county owned wildland fires.
11. Assume no responsibility for suppressing structural, vehicle, landfill or other types of non-wildland fire responses anywhere in the County or any fires within incorporated cities. Incorporated cities may receive assistance from the Division by request and will be billed for all costs incurred by the Division.
12. Be responsible for wildland fire suppression costs on unincorporated State owned forest, range, and watershed lands, except where other arrangements have been made by written agreement.
13. Assist all fire departments within the County to obtain wildland training and equipment pursuant to written agreements between the County and the fire department.

**B. THE COUNTY WILL:**

1. Recognize the District Fire Warden as its official representative in wildland fire issues in the County as provided by U.C.A. 65A-8-7. The primary responsibility for fire control is delegated to the District Fire Warden.
  - a. The County Sheriff, Emergency Management Director, and other county agencies and their organizations will maintain cooperative support of the fire management organization.
2. Reimburse the Division for 50 percent of the total cost of the District Fire Warden's and seasonal firefighters salary (including FICA and employee benefits under the State system, as applicable), within thirty (30) days following billing from the division.
  - a. District Fire Warden's and seasonal firefighter's overtime and on-call time will be covered by the State.
3. Appoint a County representative to participate annually with the establishment of objectives for the District Fire Warden. This individual will assist the Division in establishing the District Fire Warden work objectives by June 15th of each year.

4. Work through the Division in all dealings with federal agencies related to wildland fire management. Assist and provide information for the preparation of reports for the Cooperative Wildland Fire Protection Program, including but not limited to program expenditures in the District and to permit an annual audit of Wildland Fire Program expenditures required by the Division.
5. Make available other County personnel and equipment for wildland fire suppression as determined by the District Fire Warden or official (Incident Commander) in charge during fire suppression operations. The cost of these resources must be transferred to the county's wildland fire suppression accounts to be included as expenditures which qualify for state assistance under UCA 65A-8-6.
6. Use the FEPP provided by the Division in the Wildland Fire Protection Program in a manner that is consistent with the limitations and obligations of the Custodial Agreement (Exhibit 1). This property is acquired under regulations which limit non-fire use to less than 10 percent. Non-fire use will not be planned on a regular basis. If the Division determines non-fire use to be excessive, the equipment may be reassigned or withdrawn from the County.
7. Properly maintain all property and equipment provided by Custodial Agreement in a safe operational condition for response to wildland fires. Assure that the property is stored in a heated structure year round. No equipment will be altered or equipped in a manner which will prevent fire suppression from being the primary purpose of the equipment. The property and equipment provided by this agreement may be used for structural and other types of fire suppression.
8. Pick-up and transport FEPP from the facility where it is located when notified by the Division to do so. If the property is not picked up and transported from the site during the time specified by the Division, the equipment will no longer be available to the County.
9. Obtain written approval from the Division prior to altering, cannibalizing, or removing parts from any of the property or equipment provided through Custodial Agreement.
10. Return all property and equipment to a location designated by the Division when it is no longer useful to the wildland fire protection program or when ordered by the Division under the terms of this agreement. The Division, in consultation with the County, will determine the usefulness of the equipment to the wildland fire program.
11. Make available to the Division the equipment provided to the County for fires on State, federal, or other lands outside of the County when requested by the District Fire Warden or an authorized Division employee. The County will be reimbursed for equipment usage by the Division at a rate of 66 % of the annually published charges in the Interagency Incident Business Management Handbook.
  - a. County/Fire Department owned equipment used on State, federal and/or out-of-county fires will be reimbursed at rates established by agreement between the provider and the Division prior to use.
  - b. Reimbursement to the County/fire departments for all resources used under this agreement on federal, State or out-of-county fires will be through the Division.
12. Provide liability insurance on all FEPP and other equipment provided by the Custodial Agreement in an amount not less than those established by State law.
13. Submit all fire suppression bills or estimates if final costs are unknown to the Division including those provided for in UCA 65A-8-6 prior to December 1st of each year.
14. Provide office space for the District Firewarden.

### **C. IT IS MUTUALLY AGREED:**

1. The annual suppression budget will provide for the cost of the District Fire Warden's position, two seasonal firefighters (county's share 50% per Section II.B.2), fire suppression costs on unincorporated private and County lands, maintenance of FEPP and other equipment provided by the Custodial Agreement, fire training, and other items agreed upon as beneficial in implementing the efficient operation of the wildland fire protection program in the county.
2. That any reimbursement to the County arising from prosecution for those responsible for wildland fires will be deducted from the total suppression costs for a particular fire season when determining eligible repayment as provided for in UCA 65A-8-6. If reimbursement is gained from those responsible for the wildland fire after the Division has paid a portion of the County Suppression bill for a given year, the Division will be reimbursed by the County in proportion to the reimbursement gained.
3. That the Fire Chief having jurisdictional responsibility is the official representative in structural, personal property and other non-wildland fire protection matters.
4. If other County departments (i.e. Public Works) are requested by the incident commander to respond to a wildland fire incident on unincorporated private land as provided in B-7 of section II of this Participating Agreement, the expenses incurred by County departments must be paid from the Wildland Fire Suppression Account to be eligible for reimbursement under terms of UCA 65A-8-6.

### **Section III - Wildland Fire Suppression Fund Program**

For the purpose of establishing and maintaining participation of the County and State in the Wildland Fire Suppression Fund as provided by U.C.A. 65A-8-6.1, 65A-8-6.2, 65A-8-6.3, 65A-8-6.4 and 65A-8-6.5:

#### **A. THE DIVISION WILL:**

1. Administer the Wildland Fire Suppression Fund to pay fire suppression and approved presuppression project costs on eligible lands within the unincorporated areas of the County.
2. Make rules to administer the Wildland Fire Suppression Fund.
3. Pay into the Wildland Fire Suppression Fund an amount equal to the County's annual assessment fee, including any equity payment required under this agreement.
4. Provide for disbursements for eligible fire suppression costs from the Wildland Fire Suppression Fund once the County exceeds its annual suppression budget.
5. Delay making disbursements from the Wildland Fire Suppression Fund if monies in the fund are insufficient to cover all eligible costs in the program year. Monies may be prorated among those entitled to payments at less than 100%.
6. Pay one half of the County's remaining suppression costs from the Division's Suppression Program Funds, if monies in the Wildland Fire Suppression Fund are insufficient to pay for all eligible fire suppression costs.
7. Reimburse the County from the Wildland Fire Suppression Fund to pay the costs of approved presuppression projects and fire management activities initiated and completed by the County. If the Wildland Fire Suppression Fund drops below an amount the Division deems adequate to meet the needs of fire suppression, a moratorium on presuppression may be imposed by the Division. If a moratorium is imposed, the decision will be communicated to the County.

**B. THE COUNTY WILL:**

1. Pay the assessment fee as determined in U.C.A. 65A-8-6.2.
2. Budget an amount for fire suppression costs as determined to be normal by the State Forester in accordance with the formula specified by rule R652-121-200.
3. Determine their equity payment in accordance with Division rule R652-121-600.
4. Pay any required equity payment as per U.C.A. 65A-8-6.2.
5. When requested, provide documentation for the amount of privately and County owned lands in the unincorporated area of the County.
6. When requested, provide documentation of the locally assessed taxable value of real property (land and improvements) in the unincorporated area of the County.

**C. IT IS MUTUALLY AGREED:**

1. Fire suppression costs on forest, range and watershed lands within the unincorporated area of the County, except federal or state lands, are eligible for coverage by the Wildland Fire Suppression Fund.
2. The County's participation in the Wildland Fire Suppression Fund may be revoked for failure to pay assessment when due.
3. If the County elects to withdraw from participation in the Wildland Fire Suppression Fund or if their participation in the fund is revoked, the County shall forfeit any right to any previously paid equity or assessment fees.
4. Incentive payments to the County from the Wildland Fire Suppression Fund for the cost of presuppression and fire management activities in any year, if made, may not exceed 75 percent of the County's assessment fee for that year under U.C.A. 65A-8-6.
5. Efforts will be made to coordinate presuppression and fire management activities to maximize overall effectiveness. Hazard reduction and improved fire protection in Wildland Urban Interface areas will receive the highest priority in the incentive program of the Wildland Fire Suppression Fund.

All previous agreements are revoked and are of no force and effect. This agreement shall be effective on the date last signed and remain in effect until terminated, in writing with a 30-day notice, by either party during the period of November 1 to May 31. This agreement cannot be terminated during the fire season (June 1 through October 31).

*Colleen Johnson*  
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County Commission

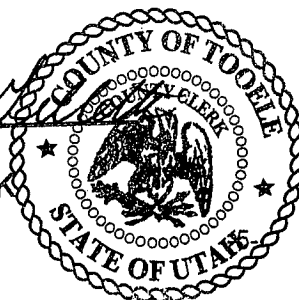
*9-25-07*  
\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
State Forester / Director

*10/19/07*  
\_\_\_\_\_  
Date

**ATTEST:**

*Marilyn K. Gillette*  
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MARILYN K. GILLETTE  
TOOELE COUNTY CLERK



**REQUIREMENTS FOR LOAN AND USE  
OF  
FEDERAL EXCESS PERSONAL PROPERTY**

The Utah Division of Forestry, Fire and State Lands (FFSL) hereby agrees to loan to the undersigned cooperator Federal Excess Personal Property (FEPP) within the following listed requirements:

1. The cooperator agrees to have FEPP in operational condition to function in fire management program assignments within one year of its acquisition.
2. The FEPP is owned by and title held by the Federal Government. Title to all FEPP through this agreement remains with the Federal Government and is not transferable.
3. Primary use of FEPP loaned to the cooperator is for use in the fire management program of the state and county. Fire use must account for at least 90% of the average annual use of the property.
4. Initial licensing and registration for FEPP will be provided by FFSL. The requirement for annual registration of any vehicle with state license plates will be the cooperator's responsibility, upon completion of above.
5. Cooperator will obtain written approval from FFSL prior to altering or taking parts from any FEPP provided by this agreement. FFSL must adhere to various federal regulations under which this property is acquired for loan.
6. Cooperator will notify FFSL when any FEPP is no longer needed for the fire program. FFSL will make the determination of how disposal will be carried out based on established procedures of the Federal Government.
7. Cooperator agrees to properly maintain all FEPP acquired on loan as provided by this agreement. No FEPP will be equipped or altered to preclude fire suppression from its primary use.
8. Cooperator agrees to provide liability insurance, equal to at least the minimum levels required by Utah State Law, for all FEPP on loan under this agreement.
9. The cooperator agrees to leave property tags on FEPP which identified the property as Federal Excess Property. The cooperator agrees to display a state identification decal on all FEPP provided by this agreement.

Colleen Johnson  
COUNTY COMMISSION

9-25-07  
DATE

[Signature]  
DIVISION OF FORESTRY, FIRE & STATE LANDS

10/19/07  
DATE

\_\_\_\_\_  
COOPERATOR

\_\_\_\_\_  
DATE