GARY R. HERBERT
Governor
SPENCER J. COX
Lieutenant Governor

State of Utah
DEPARTMENT OF NATURAL RESOURCES
MICHAEL R. STYLER
Executive Director
Division of Forestry, Fire and State Lands
BRIAN L. COTTAM
Division Director / State Forester

From: Matt Snider, State FMO
Division of Forestry, Fire and State Lands

RE: Current MOU Cancellation and New MOU Renewal

Dear Chief,

Thank you for participating in our Fire Department MOU program. Periodically, we are required to revise the MOU and Cooperative Rate Agreement (CRA) and its supporting document the FD Manual and Rate Book. As per the MOU, under *"It Is Mutually Agreed" #15 Cancellation: The either party may terminate this agreement by written notice given to the other party, thirty (30) days in advance of the effective date of such termination.* This letter serves as that notification. All current MOU and CRA documents are cancelled as of April 1, 2015.

You will be contacted by the local Area Office and / or your Fire Warden with the renewal procedures for 2015. Now is the time to update contact information, remove equipment no longer in use or add new equipment and add or any personnel categories that apply.

Attached you will find a summary of the changes to the MOU document itself. The manual has been enhanced with more information to assist you as well as the updated rates. In all cases we encourage you to carefully read all of the documents. Please have the appropriate authorized person sign the MOU and CRA and return them to your local Area office. The deadline to have the MOU and Cooperative Rate Agreement with its supporting documentation to your Area office is April 15, 2015.

Sincerely,

Matt Snider
Fire Management Officer
Division of Forestry, Fire, and State Lands

1594 West North Temple, Suite 3520, PO Box 145703, Salt Lake City, UT 84114-5703
telephone (801) 538-5555 • facsimile (801) 533-4111 • TTY (801) 538-7458 • *www.forestry.utah.gov*

UTAH DNR FORESTRY

Agreement Number: UT-WA-53005-2015-01

Memorandum of Understanding
Between the
Utah Division of Forestry, Fire, and State Lands
and the Ivins Fire Department

This memorandum of understanding is made by and between Beaver Fire District #1, hereinafter referred to as the "Department" or "District" as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as "Division" as an addendum to the Washington County Cooperative Agreement. "Department" or "District" and "Division" shall hereafter be referred to jointly as "the parties".

PURPOSE OF THIS Memorandum of Understanding (MOU): to provide a mechanism for procurement, use and compensation for services provided by the fire department or district outside its jurisdictional area of responsibility to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.

This MOU may also be used for the purposes of procuring personnel and equipment for the purposes of other fire management activities under the direction of the Division such as fuels mitigation and prescribed fire projects both inside and outside of the department or district's jurisdictional area. Any project work done for federal agencies must be done under the conditions of a separate agreement.

WITNESSETH:

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

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

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

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

WHEREAS the Department or District may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.
NOW THEREFORE, the parties to this agreement do hereby agree as follows:

The Division Agrees:

1. To provide personnel and wildland firefighting resources inside the incorporated jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities and has requested assistance from the Division and / or its cooperators. Payment for the Division's and cooperator resources will be based upon the suppression resources furnished at the actual cost of those resources to the Division.
2. To make available organizational training, and technical assistance and other expertise as available to the Department or District.
3. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through programs such as Federal Excess Property Program (FEPP) by custodial agreement and the terms set forth in the Cooperative Fire Protection Agreement with the Counties throughout Utah.
4. To produce, update and distribute a handbook or manual that references rates, procedures and other references associated with this MOU.
5. To provide necessary forms as needed by the Department or District in executing its responsibilities under this agreement to the Division.
6. That the Department or District may refuse to furnish fire, EMT's, ambulance, or other personnel and equipment, when requested by the Division if by doing so it would reduce the Department or District resources to a level where it can no longer maintain an adequate level of fire protection or public safety on lands within its jurisdictional boundary or service area.
7. The Department or District may purchase wildland firefighting equipment and supplies through the Division's procurement system.
8. To inspect to Department or District's equipment annually or prior to use for mechanical soundness, safety and equipment inventory pursuant to NWCG guidelines and standards. This inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.

The Department Or District Agrees:

1. To provide the Division Area Office with a written report on all known wildland fires in which the Department or District wishes to be reimbursed within 30 days of occurrence along with other documentation related to billing. The report information is required for payment. Note: if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. The Department or District may be requested to engage in fire management activities outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no longer maintain an adequate level of fire protection on lands within its own jurisdictional boundary or service area.
3. To maintain and make available for use at the request of the Division, a work force and equipment subject to the provisions of this agreement, the FD manual and the Cooperative Fire Rate Agreement (Finance-100).

4. To accept direction and supervision by the Division or duly authorized representatives or NWCG or equivalent qualified cooperators while engaged in suppression activities at the Division's request. Also, to comply with the National Incident Management System (NIMS) Incident Command System (ICS) for protocol on the incident.
5. To maintain the following documentation on–board all vehicles listed on the Cooperative Fire Rate Agreement:
   - A current equipment inventory list
   - Letter of Cooperator verification
   - A copy of the Cooperative Fire Rate Agreement
   - A copy of this MOU
   - Division's Cooperator Manual
   - Pre-use inspection
   - Vehicle registration and proof of vehicle insurance
6. Each firefighter engaging in direct fire suppression or prescribed fire must have a current "red card" in their possession while working under this MOU. Details are found in the Division's Fire Department Manual and Rate Book.
7. To submit claims for reimbursement to the Division (Area Office) within thirty (30) days after release of its work force and/or equipment in the manner and form prescribed by the Division. NOTE: Due to administrative requirements in tracking costs, late claims received by the Division create an undue burden therefore, for every 30 days past the original 30 day deadline described above that claims are received by the Division, a 10% reduction from the invoice amount will be considered as a penalty. No claims for reimbursement will be accepted after the end of the calendar year.
8. To maintain wildland fire training qualifications and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter.
9. The Department or District shall provide the following insurance with a carrier authorized to conduct business with the State of Utah:
   a. Workers' Compensation - Statutory for State of Utah
   b. Employers' Liability;
      i. $100,000 each accident;
      ii. $100,000 each employee disease; and
      iii. $500,000 each policy limit disease
   c. Commercial general liability limits of $1,000,000 per occurrence and general aggregate limit. The policy shall contain a serviceability of interest provision, amount shall include coverage for:
      i. Bodily injury;
      ii. Property damage;
      iii. Prevision liability; and
      iv. Personal injury.
   d. Commercial automobile insurance of $1,000,000 combined single limit for each

occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any vehicle.

e. Annual Certificate of Insurance shall be provided to the Division as evidence that policies providing the required coverage and limits are in full force and effect.

IT IS MUTUALLY AGREED:

1. To the fullest extent permitted by law, the Division, the State of Utah and the Department of Natural Resources and the Department or District mutually agree to defend, indemnify and hold each other and their agents and employees harmless from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this agreement, except that each party shall bear liability for its own intentional and negligent acts or omissions and the intentional and negligent acts or omissions of its employees or agents.
2. That claims arising from weight and balance, structural modifications and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Cooperative Rate Agreement.
3. To pay and reimburse the Department or District for fire management support services, which include equipment and personnel listed on the Cooperative Rate Agreement, at the rates established by the Division; provided, however, that payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency having jurisdiction. Upon mutual agreement between the County and the Division, the Department or District may receive reimbursement for services for extended attack within their own service area on unincorporated private lands. Payment for prescribed fire and fuels work may be made for services both inside and outside of the department or district's area of jurisdiction.
4. The Department or District will also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, unless as described in #5 below, when the Division requests services. Although, suppression action may occur under closest forces or mutual aid in order to protect the Department or District's jurisdiction or neighboring jurisdictions during initial attack, reimbursement under this MOU should not be assumed.
5. The Department or District will only bill for back fill of -permanent, full time, career paramedics and overhead firefighters at or above the Unit Leader level or, within the Operations Section, above the Single Resource level such as Task Force and Strike Team Leaders, at a rate equal to or less than the wage of the firefighter assigned under this MOU. The requesting unit may refuse to fill any position that includes back fill, portal to portal, or other entitlements charged by responding fire department resources.

6. Suppression action taken on state owned land within the incorporated boundaries of a town or city is not eligible for reimbursement under this agreement. All suppression activities in the incorporated towns and cities are the responsibility of the town or city.
7. Resources will be tracked by the local Interagency Fire Center by use of systems such as ROSS or WildCad. Resources covered under this agreement shall comply with ICS/NIMS demobilization procedures and not "self demobilize" from the assigned incident. The Division's area duty officer must approve dispatches outside of the local Interagency Fire Center dispatch zone.
8. Radio communications equipment standards under this agreement shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
9. Staffing of ordered equipment shall follow the standard staffing identified in the Cooperative Rate Agreement. However, if standard staffing cannot be achieved, a deduction will occur on the invoice **or** the equipment may be released for failure to comply with the terms of the Cooperative Rate Agreement. Staffing that exceeds the standard staffing identified in the Cooperative Rate Agreement or extra personnel must be approved at the time of the dispatch request. Staff that does not meet the NWCG minimum staffing requirements will not be reimbursed.
10. Support and Command vehicles shall only be eligible for compensation if ordered and approved by the Division on a case-by-case basis. Support and Command vehicles must appear on the Department or District's Cooperative Rate Agreement.
11. Payment to the Department or District will be made for services rendered. The Division will not be responsible for distribution of funds to individuals or entities other than the party to this agreement.
12. That the Department or District will be hired and reimbursed as set forth in a Cooperative Rate Agreement (Finance-100) attached hereto as Exhibit B, from the Division.
13. Equipment under Cooperative Fire Rate Agreement will not receive reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear or loss. Damage which occurs as the result of driver / operator negligence or poor maintenance will be the responsibility of the department / district.
14. Replacement of expendable supplies such as, but not limited to foam concentrate, MRE's, backfiring fussees etc. may be replaced by the incident by use of a general message form or use of the Fire Incident Replacement form and approved by the line supervisor or a Division representative.
15. Fire Department Personnel, under agreement with the State, are eligible for 2 days of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days outside their area of jurisdictional responsibility. Cost of R&R will be charged to the ordering incident.
16. Amendments: This agreement may be modified only by a written amendment signed by the parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
17. Cancellation: The either party may terminate this agreement by written notice given to the other party, thirty (30) days in advance of the effective date of such termination.

18. Nondiscrimination: The parties' performances under this agreement shall be without discrimination as to race, color, creed, sex, or national origin.
19. Notices: All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate to the other party by written notice.
20. Signature of this agreement constitutes acceptance of rates as described in the publication *2015 Fire Department Manual and Rates*

DEFINITIONS

Closest Forces:	The use of the closest available appropriate qualified firefighting resources, regardless of agency, for initial attack.
Mutual Aid:	Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Traditionally this is done at no cost to the receiving agency.
Cooperator(s):	Cooperator under this agreement means agencies, entities or other stakeholders, other than the parties to this agreement, that agree to work or operate in a cooperative manner under written agreement with the Division toward common objectives such as fire suppression.
Department or District:	Refers to the fire department or fire district that is party to this MOU.
NWCG:	The National Wildfire Coordinating Group (NWCG) is made up of the USDA Forest Service; four Department of the Interior agencies: Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS); and State Forestry agencies through the National Association of State Foresters. The purpose of NWCG is to coordinate programs of the participating wildfire management agencies so as to avoid wasteful duplication and to provide a means of constructively working together. Its goal is to provide a more effective execution of each agency's fire management program. The group provides a formalized system to agree upon standards of training, equipment, qualifications, and other operational functions.
FEPP:	Federal Excess Personal Property (FEPP) program, Federal property, originally purchased for use by a Federal agency, but no longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to the United States, protecting lives and property across the nation. The Federal Government retains the title. The property must be returned to Federal Government when no longer used within the fire program.

Independent Action:	Action taken on lands under the protection responsibilities of another agency/entity without the notification and approval, of that agency or entity.
Fire Management:	all activities required to manipulate wildland fire in order to protect values at risk, enhance public safety and meet land management objectives. Activities may include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning and preparation.

SIGNATURES

Department or District:	Division of Forestry, Fire and State Lands
Address:	Address: 585 N. Main Cedar City, UT 84721
Phone #:	Phone #: (435) 586-4408
Authorized Agent:	Authorized Agent: Ronald S. Wilson
Authorized Signature:	Authorized Signature:
Date:	Date:

County Representative: _____

Date: _____

List of Appendixes:

A. Department or District Jurisdictional Boundary Map
B. Completed Cooperative Rate Agreement

AS PART OF THE WASHINGTON COUNTY AGREEMENT
AND WITH
THE UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS

COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER:	WA-12-07
(1) FIRE DEPARTMENT NAME (COOPERATOR)	(5) FFSL AREA OFFICE
Ivins Fire Dept.	Southwest Area Office
(2) ADDRESS	(6) ADDRESS
55 N. Main	585 N. Main
(3) CITY, STATE, ZIP CODE	(7) CITY, STATE, ZIP CODE
Ivins, UT 84738	Cedar City, UT 84721
(4a) BUS. PHONE (4b) EMERGENCY PHONE	(8) PHONE
(435) 674-1083 (435) 467-1497	(435) 586-4408
(9) FEDERAL EMPLOYER ID NUMBER	(10) EFFECTIVE DATES OF AGREEMENT
87-0292376	3/1/2014 to 3/31/2015
(11) EQUIPMENT STAFFING ☑ INCLUDED IN EQUIPMENT RATE ☐ SEPARATE	(12) TYPE OF DEPARTMENT ☐ VOLUNTEER ☐ CAREER ☑ COMBINATION

	(13) EQUIPMENT DESCRIPTION List make, model, year, ICS Type, Gallons, GPM, Unit #, License #, 4x4, foam capability	(14) STAFFING		RATES					
				(15) WORK OR HRLY			(16) SPECIAL		
		Minimum Required	FD Standard	RATE	Wet/ Dry*	UNIT	RATE	Wet/ Dry*	UNIT
a.	2001 Pierce Quint 55', Type1, 500 gal, 2000 gpm, 80 gal foam, 949999 EX, Truck 121	4	4	$241	W	Hrly			
b.	1999 Pierce, Type 1, 1000 gal, 1250 gpm, 20 gal foam, 19826 EX E-121	4	5	$262	W	Hrly			
c.	1989 Ford FMC, Type 1, 750 gal, 1250 gpm, 10 gal foam, 52581 EX, E-122	4	4	$241	W	Hrly			
d.	2000 Chevy 3500 crew cab, 4x4, Type 6, 250 gal, 250 gpm, 66838 EX B-123	2	4	$158	W	Hrly	$186	W	Hrly
e.	2004 Ford 550 crew cab, 4x4, Type 6, 300 gal, 135 gpm, 91273 EX, foam, B-122	2	5	$158	W	Hrly	$186	W	Hrly
f.	2000 Freightliner, Type 4, 4x4, Type 4, 860 gal. 100 gpm, 20 gal. foam, Lic# 10024EX, B-121	2	4	$166	W	Hrly	$207	W	Hrly
g.	Command Vehicle, 2008 Dodge 4x4 Lic#10024EX	0	0	$11	W	Hrly	$101*	W	Max Daily

*** All cooperators are eligible for fuel and expendable items at incident.**

(17) Special Provisions

d,e & f) Special Rate = fully qualled ENGB;
g) * or $.51 per mile, whichever is greater, and mileage is verifiable

ADO PAYMENT:
Utah Division of Forestry, Fire and State Lands
1594 West North Temple, Suite 3520
P.O. Box 145703
Salt Lake City, UT 84114-5703

(18) FIRE DEPARTMENT REPRESENTATIVE SIGNATURE	(19) NAME AND TITLE (PLEASE PRINT)	(20) DATE
Randy Hancey	Randy Hancey FIRE CHIEF	5/12/14
(21) FFSL REPRESENTATIVE SIGNATURE	(22) NAME AND TITLE (PLEASE PRINT)	(20) DATE
Jane Martinez	Jane Martinez	5/27/14

FORM FM 100

DISTRIBUTION: ORIGINAL TO FIRE MANAGEMENT - SLC, COPIES TO AREA OFFICES AND COOPERATORS

Last updated: 03/08

Cooperative Rate Agreement - Continuation Form

Vendor Name: Ivins Fire Dept.

Agreement #: WA-12-07

(13) EQUIPMENT DESCRIPTION List make, model, year, ICS Type, Gallons, GPM, Unit #, License #, 4x4, foam capability	(14) STAFFING		RATES					
			(15) WORK OR HRLY			(16) SPECIAL		
	NWCG Required	FD Standard	RATE	Wet/ Dry*	UNIT	RATE	Wet/ Dry*	UNIT
h. Additional Staffing	1	1	$21	-	Hrly			
i. Ambulance, ALS, 1992 Ford, Lic#81826EX	2	2	$157	W	Hrly	$2.205	W	Max Daily
j. EMT Basic, line qualified (Rate includes 4x4 vehicle and Kit)	1	1	$530	-	Daily	$41		hrly
k. EMT Intermediate, line qualified (Rate includes 4x4 vehicle and Kit)	1	1	$630	-	Daily	$48		hrly
l. Paramedic, line qualified (Rate includes 4x4 vehicle and Kit)	1	1	$730	-	Daily	$56		hrly
m.								
n.								
o.								
p.								
q.								
s.								
t.								
u.								
v.								
w.								
x.								
y.								
z.								

*** All cooperators are eligible for fuel and expendable items at incident.**

(17) Special Provisions

i) Hospital transport may be at the prevailing ambulance service area rate not under this agreement.

(18) FIRE DEPARTMENT REPRESENTATIVE SIGNATURE	(19) NAME AND TITLE (PLEASE PRINT)	(20) DATE
Randy Hancey	Randy Hancey FIRE CHIEF	5/12/14
(21) FFSL REPRESENTATIVE SIGNATURE	**(22) NAME AND TITLE (PLEASE PRINT)**	**(20) DATE**
Jane Martinez	Jane Martinez	5/27/14

FORM FM 100 - Cont.

DISTRIBUTION: ORIGINAL TO FIRE MANAGEMENT - SLC, COPIES TO AREA OFFICES AND COOPERATORS

Last updated: 03/08