

COOPERATIVE AGREEMENT

BETWEEN

STATE OF UTAH DIVISION OF FORESTRY, FIRE & STATE LANDS

AND

TOOELE COUNTY

I. INTRODUCTION

The State of Utah Division of Forestry, Fire & State Lands (FFSL) and Tooele County (COUNTY), individually and collectively known as PARTY or PARTIES, are entering into a cooperative agreement to complete wildfire mitigation and hazardous fuels reduction projects within Tooele County.

II. PURPOSE

FFSL and COUNTY have entered into a Cooperative Agreement to provide hazardous fuels management treatments on state and private lands within Tooele County.

FFSL and COUNTY desire to facilitate cooperation and coordination of hazardous fuels management efforts in order to increase effectiveness of fire protection measures, to enhance public safety, and improve forest and range health.

FFSL, in cooperation with COUNTY, wishes to support the efforts of private landowners and land management agencies, local, state and federal in the reduction of hazardous wildland fuels.

III. STATEMENT OF MUTUAL BENEFITS AND INTEREST

It is to the mutual benefit of the PARTIES to cooperate in management and reduction of hazardous fuels in the local geographic area.

It is to the mutual benefit of the PARTIES to this agreement to cooperate and coordinate efforts to reduce hazardous fuel loading to enhance protection of life and property.

IV. RESPONSIBILITIES AND PROCEDURES

a. FFSL shall:

1. Provide County with a single point of contact for administration of this agreement.
2. Assist the COUNTY in community engagement and property owner permission to complete fuel reduction work, and implement mitigation projects as needed to the specifications found in the Scope of Work (SOW) or as directed by an authorized county representative.

3. FFSL expenses related to COUNTY mitigation projects that have been approved by FFSL/Wasatch Front Area Manager as meeting the intent of the Cooperative Wildfire system will be coded to FFSL program code FFMISC55 and itemized invoices will be submitted to COUNTY documenting actual hours worked, rates, travel expenses, materials, etc. FFSL must be able to supply documentation of time spent, or expenditures made, using the funds in this agreement when requested by other State, Federal, County or Municipal funding partners directly relating to any specific project.
4. All billing invoices will be submitted to COUNTY prior to June 30th of the current calendar year when work occurs to coincide with FFSL's fiscal year, as well as prior to December 31st to coincide with COUNTY's fiscal year. Extensions for billing must be approved by the appropriate funding agency 30 days prior to the project deadline in the SOW.
5. Recognize COUNTY's intent to document these fire mitigation expenditures on COUNTY's annual summary as part of COUNTY's participation commitment pursuant to Utah Code §65A-8-203 (2017) and pursuant to separate cooperative agreement between FFSL and COUNTY regarding the Cooperative Wildfire System.
6. FFSL will be indemnified and not be held responsible for any damage or liability caused by COUNTY, through negligence or any sub-contracted personnel, or equipment, during evaluation, or implementation, of the fuels mitigation project.

b. COUNTY shall:

1. Provide FFSL with a single point of contact for administration of this agreement.
2. Provide funding up to the amount of \$200,000 annually during each calendar year (COUNTY fiscal year) for the performance of this agreement.
3. Reimburse FFSL for invoiced costs to implement COUNTY mitigation projects that have been approved by FFSL/Wasatch Front Area Manager as meeting the intent of the Utah Cooperative Wildfire System.
4. Provide FFSL with required deliverables identified and in accordance with the parameters outlined in any provided project scope of work. Any changes to the SOW must be agreed upon by FFSL and Tooele County and any relevant Homeowner Association's (HOA's) or private landowner's prior to the proposed changes taking place.
5. Allow State auditors, and State agency staff pertinent to this contract, access to all records pertaining to this agreement for audit, inspection and monitoring of services. COUNTY will maintain all records necessary to properly account for the expenses made for the costs authorized by this

agreement. The records shall be maintained by COUNTY for a minimum of 7 years from the date of this agreement's termination, or until all audits initiated within the 4 years have been completed, or whichever occurs last.

- 6. Administer COUNTY produced agreements between COUNTY and land owners regarding access to property, permission to perform work, and release of liability covering COUNTY, FFSL, and any other contracted entities.

V. TERMS OF AGREEMENT

This agreement shall become effective immediately upon receiving signatures of all parties below and shall remain in effect until 4/30/2025 at which time it will expire unless canceled or extended. This agreement may be revised as necessary by mutual consent of the parties or by the issuance of written amendment, signed and dated by all parties.

IN WITNESS WHEREOF, the PARTIES hereto have executed this agreement as of the last date written below.

Tooele County
(Commission Chairman)

Utah Division of Forestry, Fire & State Lands
(Financial Manager)

15 July '20

Signature

Date

Signature

Date

Attorney General - Lands
APPROVED AS TO FORM:

Utah Division of Forestry, Fire & State
(Director/State Forester)

Signature

Date

Signature

Date

Tooele County Attorney
APPROVED AS TO FORM:

Tooele County Clerk

7/15/20

Signature

7-15-20

Signature

Date

