

**COUNTY FIRE WARDEN AGREEMENT
BETWEEN
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
WEBER COUNTY & WEBER FIRE DISTRICT**

This County Fire Warden Agreement is made and entered into by and between the Utah Division of Forestry Fire, and State Lands (“FFSL”) on the one hand, and Weber County (the “County”) and Weber Fire District (the “District”) on the other hand (the “Fire Warden Agreement”); each a “Party” and together, the “Parties.” This Fire Warden Agreement shall be effective as of the date of the last signature below.

RECITALS

1. WHEREAS, on or about May 4, 2022, and pursuant to Utah Code § 65A-8-203, the Parties entered into that certain Cooperative Agreement Between the Utah Division of Forestry, Fire and State Lands, Weber Fire District and Weber County (the “Cooperative Agreement”);
2. WHEREAS, Utah Code § 65A-8-203 requires that all counties with a cooperative agreement have a designated county fire warden, as identified in Utah Code § 65A-8-209.1;
3. WHEREAS, Utah Code § 65A-8-209.1 requires that all counties. This agreement is ancillary to the Cooperative Agreement Between the Utah Division of Forestry, Fire and State Lands, Weber Fire District and Weber County (“Cooperative Agreement”). This agreement is required for counties participating directly as a “participating entity” or indirectly through another “eligible entity” (e.g., fire district) in the Division of Forestry, Fire and State Lands (“FFSL”) wildland fire management system, pursuant to Utah Code § 65A-8-209.1 (as amended, effective May 4, 2022). This agreement is required for any county with unincorporated private land within the jurisdictional authority of any eligible entity that has entered into a Cooperative Agreement with FFSL. This agreement revokes and replaces any previous warden agreements between the parties. This agreement shall be effective as of the date of the final signature of this agreement, and will remain in effect until the expiration of the Cooperative Agreement. The Cooperative Agreement is incorporated and fully integrated to this agreement by reference.

For the purpose of cooperatively hiring, employing, supervising and compensating a county fire warden, FFSL, Weber Fire District & Weber County (“District”) (“County”) hereby agree:

A. FFSL WILL:

1. Recognize the fire warden as a representative for wildland fire management on all state and private land within the County/District. The fire warden will be supervised by the District & FFSL as part of FFSL’s statewide wildland fire program and

organization.

2. Reimburse the District \$47,721.00 for 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(3)(2022). All on-call time will be paid by FFSL
3. Pay up to \$9,000.00 for assistant fire warden and other seasonal employees' on-call time and time spent on FFSL-funded projects. Other duties assigned by the District or participating entity to the assistant fire warden and other seasonal employees will be funded by the District or participating entity. Assistant fire warden and other seasonal employees' time spent on wildland fire suppression will be billed to the appropriate fire code.
4. Provide fire warden support, as outlined in in Appendix A, to include the following:
 - a. Training;
 - b. Provide office supplies;
 - c. Personal Protective Equipment and State Uniform; and
 - d. Provide Type 6 Engine for closed fire season.
5. Hold the fire warden accountable for meeting the written objectives in their annual Personal Performance Evaluation managed by the district in cooperation with FF&SL supervisor.
6. Provide and maintain at State expense, a Type 6 Engine, auxiliary tools, and equipment appropriate for use in wildland fire suppression and associated activities during the statutory closed fire season (see Utah Code § 65A-8-211(2022). June 1st through October 31st).

B. THE COUNTY WILL:

1. 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 District and FFSL as part of FFSL's statewide wildland fire program and organization.
2. Pay a portion of the fire warden's compensation as outlined in Appendix A, consistent with Utah Code § 65A-8-209.1(3)(a)(2022). The County's portion of the fire warden's compensation may increase annually, subject to the requirements in Utah Code § 65A-8-209.1(3)(b)(2022).
3. Pay for a portion of assistant fire warden and other seasonal employees as outlined in Appendix A. Assistant fire warden and other seasonal employees' time spent on assignments will be billed to the appropriate financial code by jurisdiction.
4. Pay invoices from the District within 30 days following the date of invoice.

5. Provide program support, as outlined in Appendix A, as negotiated. Program support may include:
 - a. Training;
 - b. Provide office supplies
 - c. Personal Protective Equipment and District Uniform
 - d. Pay a portion of winter vehicle;

6. 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. THE DISTRICT WILL:

1. Employ a full-time fire warden, unless exempted in Utah Code § 65A-8-209.1(4)(b)(2022).
2. Recognize the fire warden as a representative for wildland fire management on all state and private land within the District. The fire warden will be supervised by the District & FFSL as part of FFSL's statewide wildland fire program and organization.
3. The District will bill FFSL and the County for their portions of the fire warden's compensation listed in this agreement. The District will submit a bill to FFSL and the County no later than December 31st of the calendar year.
4. Employ an assistant fire warden during the closed fire season.
5. Pay for a portion of assistant fire warden and other seasonal employees as outlined in Appendix A. Assistant fire warden and other seasonal employees' time spent on assignments will be billed to the appropriate financial code by jurisdiction.
6. Hold the fire warden accountable for meeting the written objectives in their annual Personal Performance Evaluation managed by the District in cooperation with FFSL supervisor.
7. Provide program support, as outlined in Appendix A, as negotiated. Program support may include:
 - a. Training;
 - b. Provide office space, computer and office supplies
 - c. Personal Protective Equipment and District Uniform

- d. Provide a winter vehicle;
8. Deduct wages billed through the Utah Fire Billing System.

D. 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. NWCG Single Resource Boss.
 - b. NWCG Type 4 Incident Commander.
 - c. NWCG Arduous Work Capacity Test.
3. The qualifications of an assistant fire warden are:
 - a. NWCG Single Resource Boss.
 - b. NWCG Type 5 Incident Commander.
 - c. NWCG Arduous Work Capacity Test.
4. If a qualified candidate for fire warden or assistant fire warden is not found, an "under-qualified" candidate may be hired if the District, FFSL area manager, fire management officer, and FFSL State fire management officer agree.
5. The District and FFSL shall review and update Appendix A annually. Appendix A is incorporated and fully integrated to this agreement by reference.
6. Any dispute arising from this agreement shall be resolved pursuant to the procedures outlined in the Cooperative Agreement.
7. Pursuant to Utah Code 65A-8-209.1(2)(b)-(c), the District, County & FFSL is participating in a cost-share agreement within Weber County.

Weber Fire District

KEVIN WARD, BOARD CHAIR [Signature]
Name/Title Signature

4/14/26
Date

Weber County

Name/Title Signature

Date

Division of Forestry, Fire and State Lands; Bear River Area Office:

Name/Title Signature

Date

Approved as form:

Name/Assistant Attorney General Signature

Date

