

**COUNTY FIRE WARDEN AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
SAN JUAN COUNTY**

This County Fire Warden Agreement (Agreement) is ancillary to the Cooperative Agreement Between the Utah Division of Forestry, Fire and State Lands and San Juan 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 and San Juan County (“County”) hereby agree:

A. FFSL 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 County. The fire warden will be supervised by FFSL as part of FFSL’s statewide wildland fire program and organization.
3. Pay a portion of the fire warden’s compensation as outlined in Appendix A, consistent with Utah Code § 65A-8-209.1(3)(2022). All on-call time will be paid by FFSL.
4. Invoice the County for the County’s portion of the costs for the fire warden, assistant fire warden, other seasonal employees, and other related expenses for program support after the conclusion of the State fiscal year (June 30) as outlined in Appendix A.
5. Invoice the County for the costs for the fire warden, assistant fire warden, and other seasonal employees for time spent on non-delegated fires within the county excluding non-delegated fires on federal land or state land.

6. Hold the fire warden accountable for meeting the written objectives in their annual Performance Management Contract (“PMC”) developed in cooperation with the County or participating entity and overseen by their FFSL supervisor.
7. Provide and maintain at FFSL’s expense a vehicle, 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)).

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 County acknowledges the fire warden will be supervised by 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 FFSL within thirty (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. Travel;
 - c. Winter vehicle;
 - d. Office spaces, computer, phone and office supplies;
 - e. Fire prevention activities and or materials; and
 - f. Other items as applicable.
6. Participate in developing the fire warden’s annual Performance Management Contract (“PMC”), and provide feedback to FFSL with regards to the PMC for purposes of the fire warden’s annual evaluation. The county shall designate a representative on Appendix A as point of contact for developing the PMC and providing feedback in accordance with this subsection.
7. 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. 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 County, FFSL area manager, fire management officer, and FFSL State fire management officer agree.
5. The County and FFSL shall review and update Appendix A in writing 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.

San Juan County:

Name/Title

Signature

Date

Division of Forestry, Fire and State Lands; State Office:

Name/Title

Signature

Date

Approved as form:

Name/Assistant Attorney General

Signature

Date

APPENDIX A TO COUNTY FIRE WARDEN AGREEMENT

A. Introduction and Preliminary Matters

1. Appendix A is entered into between The Utah Division of Forestry, Fire, and State Lands and San Juan County, and is supplemental to the San Juan County Fire Warden Agreement. The San Juan County Fire Warden Agreement is incorporated and fully integrated into this Appendix by reference.

2. The point of contact from San Juan County to participate in developing the fire warden's annual Performance Management Contract, and to provide feedback to FFSL is:

Name/Title	Phone	E-mail
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B. Support Budget

WILDLAND FIRE PROGRAM SUPPORT BUDGET BETWEEN SAN JUAN COUNTY AND UTAH DIVISION OF FORESTRY, FIRE, & STATE LANDS				
FOR CALENDAR YEAR 2024				
	Professional/Technical	2023	2024 Request	2024 Approved
	Warden Salary	40646	54072	54072
	Assistant Warden	7270		
	Program Support			
	Fire Prevention	250	250	250
	Equipment & Supplies	1000	1000	1000
	Fire Tools	400	400	400
	Training	1200	1200	1200
	Uniform Allowance	225	225	225
	State Provided Vehicle	2020	2500	2500
	*Yearly Office Space		(1071)	(1071)
	TOTALS	\$53011	\$59647	59647

Note, the increase in the Warden fee is based on 2023 CPI of 8% and 5% *estimated* for the 2024 CPI

*Office space will be provided by San Juan County; The State will pay 153.00/Month for office space (June 1- December 31 2024)

San Juan County:

Name/Title

Signature

Date

Division of Forestry, Fire and State Lands; State Office:

Name/Title

Signature

Date

Approved as form:

Name/Assistant Attorney General

Signature

Date