

APPENDIX "B"
VEHICLE AGREEMENT
BETWEEN THE
UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS
AND
SAN JUAN COUNTY

WHEREAS, San Juan County ("SJC") and the Utah Division of Forestry, Fire and State Lands ("FFSL"), jointly referred to as ("the Parties"), have entered into a Cooperative Agreement, pursuant to Utah Code § 65A-8-203;

WHEREAS, the Parties also entered into a County Fire Warden Agreement governing the hiring, employment, and compensation of a county fire warden ("SJC Fire Warden");

WHEREAS, pursuant to Section "B," Paragraph 5(c) of the County Fire Warden Agreement, SJC intends to provide a winter vehicle ("County Vehicle") for the SJC Fire Warden; and

WHEREAS, the Parties desire, through this Vehicle Agreement, to further clarify and define the terms and conditions governing the SJC Fire Warden's use and control of the County Vehicle.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties, intending legally to be bound, agree as follows:

1. **Effective Date:** The Effective Date of this Vehicle Agreement is **January 1, 2025**.

2. **Term:** This Vehicle Agreement shall terminate on December 31, 2025.

3. **Donation of County Vehicle:** Pursuant to Section "B," Paragraph 5(c) of the County Fire Warden Agreement, SJC shall provide the SJC Fire Warden with a County Vehicle, identified as a _____,
(year, make & model)

with VIN No. _____.

4. **Use of Vehicle:** The SJC Fire Warden may use the County Vehicle for County and State purposes related to the wildland fire management system for private lands in the County, including the management, control, and suppression of fires within SJC, subject to the following conditions:

- a. The Parties agree the County Vehicle provided by SJC is solely covered by UCIP for liability and for physical damage.
- b. The Parties agree the SJC Fire Warden shall be the primary driver of the County Vehicle. The SJC Assistant Fire Warden, or other similarly situated employees of FFSL, may operate and control the County Vehicle, provided the SJC Fire Warden has given the employee permission to do so.
- c. No person shall use the County Vehicle for any personal business or for any purpose which lies outside the scope of their employment.
- d. SJC shall regularly service and maintain the County Vehicle, pursuant to the service and maintenance schedules adopted or employed by SJC. SJC shall be solely responsible for the service and maintenance of the County Vehicle and any future claim or otherwise arising from such service and maintenance.

5. This Vehicle Agreement, when signed and executed, shall be attached to and become a part of the County Fire Warden Agreement referenced herein.

DATED AS OF THE EFFECTIVE DATE WRITTEN ABOVE.

SAN JUAN COUNTY:

SYLVIA STUBBS – SJC COMMISSION CHAIR

Attest:

LYMAN DUNCAN – San Juan County Clerk

**Utah Division of Forestry, Fire
and State Lands:**

RUDY SANDOVAL – Fire Program Manager I

APPROVED AS TO FORM:

**UTAH ATTORNEY GENERAL'S OFFICE
DEREK E. BROWN**

Assistant Attorney General