

COOPERATIVE WILDFIRE SYSTEM POLICY AND PROCEDURES MANUAL

2025



**DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY, FIRE & STATE LANDS**

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Cooperative Wildfire System

The Cooperative Wildfire System (“CWS”) is a partnership between the State of Utah’s Division of Forestry, Fire and State Lands (“FFSL”) and local governments responsible for wildfire suppression. CWS “is based on the simple principle of risk reduction wherein the state will pay the costs of large and extended attack wildland fire (“catastrophic fires”) in exchange for local government providing initial attack and implementing prevention, preparedness and mitigation actions that are proven to reduce the risk and costs of wildland fire in the long run.”¹

INTENT OF CWS

- **To reduce wildfire risk and impacts at the community and county level by identifying vulnerabilities and addressing them through cooperative suppression, mitigation, prevention, and preparedness actions, AND**
- **To distribute the financial risk of wildfire more broadly, while protecting local governments from the fiscal shock of large fires.**

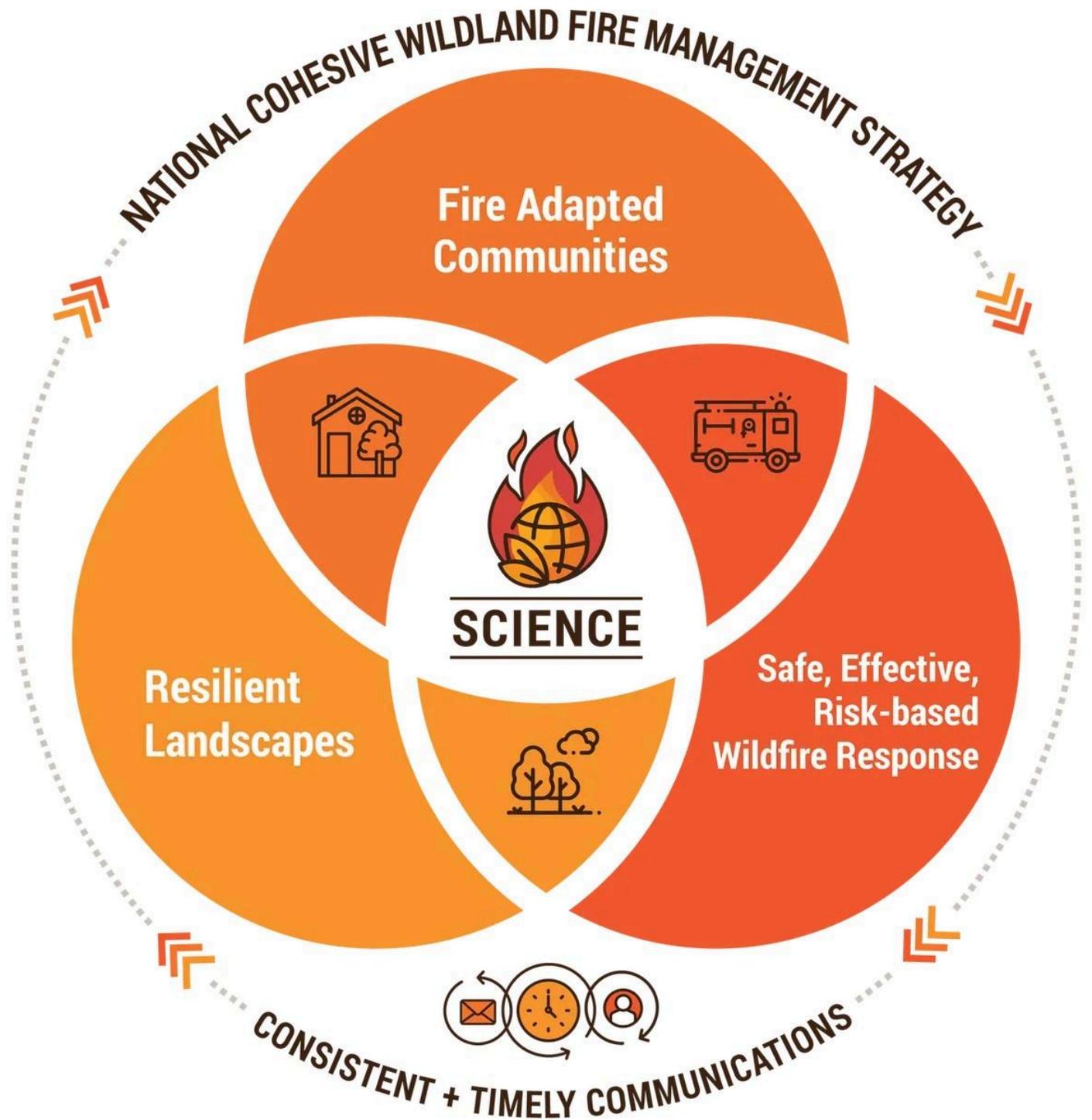
Since CWS’ inception in 2017, the State of Utah has covered the costs of large and extended attack wildfires on behalf of local participating entities (“PE”s). In the first 6 years of the program, the result was a financial cost to the State of \$4,593,153 on behalf of participating municipalities, and \$76,520,718 on behalf of participating counties. That’s over \$81 million dollars from the State’s Wildfire Suppression Fund, costs that otherwise would have been born by the local municipal and county governments in the absence of CWS.

Thus, it is imperative that the work done by participating entities to address their wildfire risk is impactful. Participation in CWS requires meaningful actions to mitigate hazardous fuels, increase wildfire suppression preparedness, and prevent human-caused wildfires. This partnership between FFSL and PEs requires collaboration on planning and implementation to ensure actions taken meet the intent of CWS.

¹ FFSL statement at the commencement of the CWS program in 2017.

National Cohesive Wildland Fire Management Strategy

The Cooperative Wildfire System is aligned with the National Cohesive Wildland Fire Management Strategy: “a strategic push to work collaboratively among all stakeholders and across all landscapes, using best science, to make meaningful progress towards the three goals:”²



² <https://www.forestsandrangelands.gov/strategy/thestrategy.shtml>

The four broad challenges outlined in The National Strategy match up with the three categories of wildfire risk reduction actions required of local governments who participate in CWS:



The principle underlying the creation of CWS and enacting it into law is that wildfire risk reduction ultimately leads to improved outcomes for all parties involved. By partnering together, FFSL and local government can leverage their strengths to protect communities from the potentially devastating fiscal shock of catastrophic fires, mitigate hazardous fuels in order to reduce the threat of wildfire, increase suppression capabilities for more effective Initial Attack, and reduce human-caused wildfires through wildfire prevention efforts.

Laws and Rules

The Cooperative Wildfire System is administered by the Division of Forestry, Fire and State Lands. The following state codes and administrative rules are provided as the foundation of CWS, and this manual draws from them in forming policy and procedures surrounding the administration of the program.

- Utah State Code 65A-8-101..... “Division responsibilities for fire management and the conservation of forest, watershed, and other lands – Reciprocal agreements for fire protection”
- Utah State Code 65A-8-202..... “County Responsibilities”
- Utah State Code 65A-8-202.5..... “City and town responsibilities”
- Utah State Code 65A-8-203..... “Cooperative fire protection agreements with counties, cities, towns, or special service districts”
- Utah State Code 65A-8-203.1..... “Delegation of fire management authority”
- Utah State Code 65A-8-203.2..... “Billing a county or municipality not covered by a cooperative agreement – Calculating cost of wildfire suppression“
- Utah State Code 65A-8-204.....“Utah Wildfire Fund created”
- Utah State Code 65A-8-215.....“Wildland-urban interface fire prevention, preparedness, and mitigation”
- Utah State Code 65A-8-402..... “Evaluation of wildland urban interface property – Fee amounts – Rulemaking”
- Utah State Code 17-16-22..... “Wildland urban interface evaluation and fees”
- Utah State Code 11-7-1..... “Cooperation with other government units – Burning permits – Contracts”
- Administrative Rule 120..... “Wildland Fire Responsibilities”
- Administrative Rule 121..... “Utah Wildfire Fund”
- Administrative Rule 122..... “Cooperative Agreements”

Cooperative Agreement

This agreement is the core of the Cooperative Wildfire System and stems from state code and administrative rules listed above. Any changes to state law will take priority to the cooperative agreement.

Participating in CWS requires a cooperative agreement between the local county or municipality and the Division of Forestry, Fire and State Lands. Participating entities are encouraged to be thoroughly familiar with their cooperative agreement.

ELIGIBLE ENTITY

Utah Code 65A-8-203 specifies which local government entities are eligible to participate in CWS:

- “(i) a county, a municipality, or a special service district, special district, or service area with:
 - (A) wildland fire suppression responsibility as described in Section 11-7-1; and
 - (B) wildland fire suppression cost responsibility and taxing authority for a specific geographic jurisdiction; or
- (ii) upon approval by the director, a political subdivision established by a county, municipality, special service district, special district, or service area that is responsible for:
 - (A) providing wildland fire suppression services; and
 - (B) paying for the cost of wildland fire suppression services.”³

The key elements of this statute are that the governmental entity in question must fulfill both requirements: legal responsibility for wildfire suppression *and* bearing the financial burden for wildfires.

Counties that contain high risk wildland urban interface properties are required to participate in the Cooperative Wildfire System, per Utah Code 17-16-22⁴, and comply with the terms of the cooperative agreement to address the threat of wildfire.

SPECIAL SERVICE DISTRICTS

Special service districts are explicitly named as eligible in the above code, but the complexities of Utah’s legal code obfuscate their eligibility qualifications. CWS participation allows FFSL to pay for the costs of delegated wildfires, costs that otherwise would be born by the county or municipality, as FFSL is not allowed to bill special service districts for suppression costs⁵. Additionally, state code 11-7-1, 65A-8-202 and 65A-8-202.5 specify only two types of governmental entities that are

³ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

⁴ <https://le.utah.gov/~2025/bills/static/HB0048.html>

⁵ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.2.html>

responsible to “provide adequate fire protection within their own territorial limits”⁶ and “abate the public nuisance caused by wildfire”⁷: counties and municipalities.

Due to these complexities, special service districts who seek to participate in CWS must insure that the counties and municipalities within their jurisdiction are complying with the terms of the agreement. For example, a special service district with unincorporated area would require that the county in question have a County Fire Warden Agreement with FFSL.

AGREEMENT TERMS

Under the agreement, FFSL agrees to assume the suppression costs and primary management of delegated wildfires for participating entities who comply with the terms of the agreement. Participating Entities are required to address the local threat of wildfire in the following ways:

PE RESPONSIBILITIES:

- **Have primary responsibility for Initial Attack (“IA”)**
- **Implement a Community Wildfire Preparedness Plan (“CWPP”)**
- **Complete the Annual Participation Commitment (“PC”) Statement**
- **Fulfill the participation commitment**
- **Document and report PC actions to FFSL**
- **Ensure wildland firefighters are trained at least to minimum standards**
- **Ensure wildland equipment meets NWCG requirements**
- **Initiate cost recovery actions when appropriate**
- **Adopt and enforce the WUI code**
- **Have a county fire warden (counties only)**

SIGNATORIES

As the cooperative agreement is a legal document between governmental bodies, it is imperative that the agreement and all ensuing documents are signed by the appropriate persons. For FFSL, this includes the local Area Manager and the Director/State Forester. For counties, municipalities and special service districts, it is the chief executive of the governing body of that entity⁸. Counties often require a county commissioner as signatory. For municipalities it will usually be the mayor or city manager. Special service districts who meet the eligibility requirements will have the top executive, usually the fire chief, to be signatory. Documents signed by anyone other than the chief executive for that government entity will not be valid and will result in revoking CWS participation if not corrected.

⁶ https://le.utah.gov/xcode/Title11/Chapter7/11-7-S1.html?v=C11-7-S1_2016051020170101

⁷ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.html> and <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.5.html>

⁸ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

REVOCATION

The Cooperative Agreement may be revoked by either party within specific criteria outlined in the agreement. The most common reason for revocation is a Participating Entity's non-compliance with the terms of the agreement

When the cooperative agreement is revoked, the state is no longer paying for delegated wildfires, and those costs will be billed to the jurisdiction that is financially responsible for them.

Utah Code 65A-8-203(7) and Administrative Rule R652-122-900 outline how the cooperative agreement may be revoked:

- “1. An eligible entity may revoke a cooperative agreement before the end of the agreement's term by:
 - (a) informing the division, in writing, of the eligible entity's intention to revoke the cooperative agreement; or
 - (b) failing to sign and return the annual participation commitment statement as described in Section R652-122-800, unless an extension has been granted by the division.
2. A cooperative agreement may not be revoked before the end of the fiscal year if the participating entity signed and returned an Annual Participation Commitment Statement. The revocation will be effective the next fiscal year.
3. The division may revoke a cooperative agreement only pursuant to division rules and the terms of the cooperative agreement.
4. An eligible entity whose cooperative agreement has been revoked shall be responsible for the costs of wildfire suppression within its jurisdiction for any time period during which the entity failed to meet the requirements of the cooperative agreement.”⁹

When the agreement is revoked, all wildfire costs are then billed to the county or municipality not under agreement, per Utah Code 65A-8-203.2. Special service districts are in a unique position in that they are eligible to participate in CWS, but when they become ineligible, FFSL cannot bill them directly, instead billing the county/municipality(s) in the jurisdictional area of the special service district.

Complying with the terms of the cooperative agreement and completing the annual Participation Commitment Statement are essential to participating in CWS.

Community Wildfire Preparedness Plan

Addressing the threat of wildfire in the Wildland Urban Interface requires an accurate picture of the localized threat and what specific actions will be taken to reduce that threat. A CWPP is the primary vehicle that takes a close look at wildfire's potential impact to the community and provides a

⁹ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

collaborative approach to long-term planning for the safety and protection of citizens, private property and infrastructure. The purposes of a CWPP are outlined below:

- Motivate and empower local government, communities, and property owners to organize, plan, and take action on issues impacting the safety and resilience of values at risk.
- Enhance levels of fire and smoke resilience and protection to the communities and infrastructure.
- Identify the threat of wildland fires in the area.
- Identify strategies to reduce the risks to structures, infrastructure, and commerce in the community during a wildfire.
- Identify wildfire hazards, education, and mitigation actions needed to reduce risk.
- Transfer practical knowledge through collaboration between stakeholders toward common goals and objectives.

The desired outcomes of a CWPP are those of the National Cohesive Wildland Fire Management Strategy discussed previously: resilient landscapes, fire adapted communities, and safe and effective wildfire response. A valid CWPP must meet the following requirements:

The *minimum requirements* for a CWPP as described in the HFRA are:

- (1) **Collaboration:** A CWPP must be collaboratively developed by local and state government representatives, in consultation with federal agencies and other interested parties.
- (2) **Prioritized Fuel Reduction:** A CWPP must identify and prioritize areas for hazardous fuel reduction treatments and recommend the types and methods of treatment that will protect one or more at-risk communities and essential infrastructure.
- (3) **Treatment of Structural Ignitability:** A CWPP must recommend measures that homeowners and communities can take to reduce the ignitability of structures throughout the area addressed by the plan.

CWPPs are initiated and developed by the participating entity, with support provided by FFSL. Having this long-term plan ensures the actions taken in CWS align with the areas of greatest need for that community. CWPPs must be signed off by the local FFSL Area Manager and updated at a minimum every 5 years in order to be current.

Participation Commitment Statement

The Participation Commitment Statement is a major component of CWS, providing the monetary value of PC that the Participating Entity must fulfill. PC may be met in any of the following ways: *mitigation* of hazardous fuels, *preparedness* by improving readiness, *prevention* through public education, and *direct payment*. Failure to return a completed PC Statement by the deadline is automatic revocation from participating in CWS, per Utah Code 65A-8-203¹⁰.

IMPLEMENTATION PLAN

The PC Statement is a planning document, first and foremost. Drawing from their CWPP, the PE will document what they expect to accomplish in the upcoming year to mitigate the threat of wildfire. This annual *implementation* plan is signed off by the FFSL Area Manager, ensuring approval for the actions listed. Thus, a straight line may be drawn from the CWPP through the PC Statement to the actions accomplished each year.

Planned actions placed on the PC Statement should be brief, yet specific. Overly vague or broad actions may be rejected. Actions that don't align with the CWPP, address the highest wildfire risk, or make a meaningful impact, may also be rejected. Considered thought should be taken to ensure the actions on the PC Statement provide the maximum benefit in reducing the threat of wildfire in that locale.

FFSL area staff may assist PEs in developing annual plans and providing guidance to ensure actions align with the intent of CWS, but they are advisors only.

SIGNATORIES

The PC Statement, like the Cooperative Agreement, must be signed by both parties indicating agreement with the implementation plan. For the Participating Entity this is the chief executive (per Code 65A-8-203(6)¹¹), and for FFSL this is the Area Manager and CWS Manager.

¹⁰ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

¹¹ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

Participation Commitment Calculation

The calculation used to determine a Participating Entity’s annual commitment is outlined in Utah Administrative Rule R652-122¹². The value of Participation Commitment is computed by adding together the Wildfire Risk Assessment and the Historic Fire Cost Average.

$$\begin{aligned} & \text{WILDFIRE RISK ASSESSMENT} \\ + & \text{AVERAGE HISTORIC FIRE COSTS} \\ \hline = & \text{PARTICIPATION COMMITMENT} \end{aligned}$$

WILDFIRE RISK ASSESSMENT

The Wildfire Risk Assessment utilizes data from the Fire Risk Index (“FRI”) within the Utah Wildfire Risk Assessment Portal (“UWRAP”) to determine the number of acres within each jurisdiction corresponding to high risk and medium risk for wildfire (low risk is ignored). These risk acres are assigned a dollar value based in Rule R652-122-400 and adjusted for inflation.

	County Risk Assessment	Municipality Risk Assessment
Medium Risk Acre	\$0.30	\$2.00
High Risk Acre	\$0.40	\$3.50

UWRAP is required to be updated every two years “as data sources and technology allow”¹³. Risk data may not reflect recent changes to the landscape, and local information is needed in order to update the mapping.

$$\text{WILDFIRE RISK ASSESSMENT} = (\text{Risk Acres}) \times (\text{Assessment Value}) \times (\text{CPI})$$

HISTORIC FIRE COST AVERAGE

When a wildfire occurs, the local jurisdiction is responsible for suppression and all the associated costs. However, when the wildfire is delegated to FFSL, the State assumes all the costs from that point forward. Historic costs of delegated wildfires are totalled for each year and averaged across 10 years (dropping the high and low) to reflect the normal costs of wildfire within that jurisdiction. The fire cost calculation on the PC Statement is used to determine exactly how much the State paid on behalf of the Participating Entity.

¹² <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=652-122>

¹³ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=652-122>

AVERAGE HISTORIC FIRE COSTS = Historic Fire Costs + 8

$$\begin{aligned} & \text{Year 1 (total incident costs) x CPI} \\ + & \text{Year 2 (total incident costs) x CPI} \\ + & \text{Year 3 (total incident costs) x CPI (High Year)} \\ + & \text{Year 4 (total incident costs) x CPI} \\ + & \text{Year 5 (total incident costs) x CPI} \\ + & \text{Year 6 (total incident costs) x CPI} \\ + & \text{Year 7 (total incident costs) x CPI} \\ + & \text{Year 8 (total incident costs) x CPI} \\ + & \text{Year 9 (total incident costs) x CPI (Low Year)} \\ + & \text{Year 10 (total incident costs) x CPI} \\ \hline = & \text{Historic Fire Costs} \end{aligned}$$

INCIDENT FIRE COSTS

To understand how individual incident costs are determined, it's helpful to understand "cost shares". A cost share agreement gathers all those with financial responsibility for the incident to decide how the total wildfire costs will be divided amongst the agencies.¹⁴ FFSL acts on behalf of all State agencies, counties and municipalities in negotiating with our federal partners to determine which jurisdictions bear which costs. The resulting cost share agreement provides the final costs percentages for each jurisdiction.

Entities who do not participate in CWS are billed for these costs once the cost share is finalized. For CWS participants, FFSL assumes all their costs after delegation. The Fire History Report provided with the PC statement, include the incident costs borne by the State on behalf of the PE.

FFSL determines each county and/or municipality's costs by dividing the number of acres burned within that jurisdiction from the total nonfederal acres burned, then multiplying that percentage by the State's total incident cost.

$$\text{INCIDENT COSTS} = (\text{Acres burned in jurisdiction} \div \text{total nonfederal acres}) \times \text{State costs}$$

INFLATION

In order to account for inflation, all numbers are adjusted using the Consumer Price Index ("CPI") calculator from the Bureau of Labor Statistics. This brings historic fire costs and risk assessment values into today's dollars.

¹⁴ <https://gacc.nifc.gov/oscc/cwccg/docs/2023/Cost%20Share%20Agreement%20Guide.pdf>

APPEALING THE PC STATEMENT

If there are major discrepancies in the wildfire risk assessment or historic fire costs, the Participating Entity may appeal by submitting a request in writing to the CWS Manager within 30 days of receipt of the PC Statement. For historic fire costs, the appeal should specify which fires and why the PE has a concern. For wildfire risk assessment, the appeal must fit the following specific criteria:

- The area in question must be a minimum of 100 acres for a municipality and a minimum of 1,000 acres for a county.
- The PE must use the UWRAP “Area of Interest” tool to outline the exact area in question.
- Only changes from “burnable” to “nonburnable” will be approved (e.g. a parking lot where a field used to be).

Appeals will be reviewed within 30 days and a determination provided to the PE. If the PE is unsatisfied with the determination, they may escalate the appeal to the State Forester, per rule R652-122-300¹⁵.

EFFECT OF PC ACTIONS ON PC STATEMENTS

As the PE completes projects that have a meaningful impact on the wildfire risk, both the risk data and the historic fire costs will be subsequently impacted. As long-lasting fuel treatments occur and are maintained in high-risk areas, the risk mapping update may reflect a lower risk rating. More importantly, effective fuel treatments are proven to alter fire behavior and aid suppression efforts, thus reducing the fire costs. Better IA resources and training also reduce fire costs by increasing the likelihood of early containment of wildfire starts. And expanding wildfire prevention efforts help reduce the number of human-caused fires, again reducing the historic fire costs.

Participation Commitment Actions

PC actions are the primary vehicle used to meet the intent of CWS in reducing the threat of wildfire to Utah’s communities and natural resources. The threat to each community is unique, just as the actions taken to address the threat. Recalling the National Cohesive Strategy, PC actions fall under three categories: mitigation, preparedness and prevention. Mitigation work impacts the potential size, intensity and complexity of wildfires by treating hazardous fuels surrounding communities and improving the fire resilience of structures, especially in the Wildland Urban Interface (“WUI”). Preparedness efforts focus on improving the safety, capability and efficiency of wildfire response through better equipment, more advanced training and community planning. Prevention projects are aimed at reducing human-caused wildfires primarily through public education.

¹⁵ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

APPROVED PC ACTIONS

What follows is a list of suggested actions that are proven to meet CWS objectives.

MITIGATION:

- Thinning of hazardous fuels.
- Prescribed fire of hazardous fuels.
- Creating fuel breaks along trails and roads.
- Community chipping events.
- Maintenance of previous fuel reduction projects.
- Equipment used for fuel reduction.

PREPAREDNESS:

- Wildland firefighter training beyond FFT2.
- Wildland fire apparatus, equipment and PPE.
- Improved communication systems for wildfire responders.
- Improving ingress/egress for WUI areas.
- Secondary water systems and dip sites for wildfire suppression.
- WUI lot assessments inspecting defensible space.

PREVENTION:

- Wildfire educational material purchases.
- Ready, Set, Go! program delivery.
- Wildfire prevention media campaigns.
- Open houses with wildfire prevention messaging.
- Law enforcement patrols for burn permits and fire restriction.

These actions are not exclusive, nor will every action meet the needs of every community. For this reason CWS is structured to facilitate collaboration between PEs and FFSL area staff, especially on the PC Statement, to assure actions have a meaningful impact on wildfire risk reduction.

The foundational question to ask when planning projects is this:

What will have the greatest impact on reducing the threat of wildfire?

PC ACTIONS NOT ALLOWED

CWS is concerned with what happens before a wildfire starts. All suppression activities will not apply to PC, including Initial Attack.

Certain projects, while beneficial, may not be allowed to count toward PC due to the financial source or result from the project.

Another example is the PE's obligations in the Cooperative Agreement. In order to enter into CWS, certain conditions must be agreed to, and those conditions are not eligible to be counted toward PC. On the other hand, if the PE is expanding their capabilities or going beyond the minimum, then those actions may be allowed.

Costs of existing employees or programs are not allowed. The most common example is a weed program. While weed programs may have a minor impact on wildfire, they exist outside of CWS and don't address the highest risk.

- Wildfire suppression (including IA).
- Projects that produce a profit for the PE.
- Project funding source is the state, or state-administered.
- State or federal costs for projects.
- Previously matched projects.
- IA readiness.
- Cost recovery efforts.
- CWPP initial development.
- WUI Code adoption and enforcement.
- Costs of existing employees or programs.
- Salaries of employees (instead of hourly costs when on approved projects).
- Culinary water system projects.
- Improving individual residential structures.

Additionally, FFSL Area Managers are tasked with ensuring PC actions meet the intent of CWS. If a PE chooses to report an action that was not approved on the PC Statement, it may be denied, even if it's on the previous list of suggested actions.

PC actions must

INITIAL ATTACK READINESS

Municipalities and counties are responsible to "provide adequate fire protection within their own territorial limits; and cooperate with contiguous counties, municipal corporations, private corporations, fire districts, state agencies, or federal government agencies to maintain adequate fire protection within their territorial limits."¹⁶ The Cooperative Agreement reinforces state law, including effective Initial Attack response as a key component of the Agreement. As such, actions taken to maintain minimum IA personnel and equipment will not qualify toward PC. Examples include: vehicle maintenance of IA apparatus, minimum training and refreshers, and replacing IA equipment and supplies.

On the other hand, actions that increase the wildfire suppression response of the PE are encouraged and will qualify for PC. Specific examples include:

- Career fire departments that complete firefighter training above the FFT2 level.

¹⁶ https://le.utah.gov/xcode/Title11/Chapter7/11-7-S1.html?v=C11-7-S1_2016051020170101

- Volunteer fire departments that complete firefighter training beyond the minimum S190 and S130 courses.
- Improvements to IA equipment that increase capability (such as larger pumps or better communication systems).
- Apparatus purchases that go beyond the minimum IA standard (e.g. pumpkin tanks, helicopter dip sites, additional fire engines, etc.)

Minimum IA readiness requirements are not spelled out in rule or policy as it will vary considerably by jurisdiction. IA response will be assessed as wildfires occur to determine if the PE has adequate resources to meet their obligation to “abate the public nuisance caused by wildfire”¹⁷. PEs are encouraged to discuss potential actions related to the Preparedness category with their FFSL Area Manager to ensure they meet the intent of CWS.

SHARED POSITIONS

Shared positions between counties and FFSL, such as Assistant County Fire Wardens, often work on CWS projects for their county. The rules for reporting their efforts remain the same as any other position: PEs report on accomplishments, not salaries of employees. For example, if the Assistant works on a mitigation project, the PE should include the costs of the Assistant’s time on the project when they report, but they would not report the whole salary separated from accomplishments.

CROSS-BOUNDARY PROJECTS

“Wildland fire knows no boundaries”, a common phrase in the industry, also applies to wildfire risk reduction activities. Cooperation between neighboring municipalities and counties may result in work crews paid for by one entity performing mitigation work in their neighbor’s jurisdiction. Those actions can count toward Participation Commitment if the reporting PE: 1) paid for the work (or administered it with volunteer labor), and 2) the work reduces the wildfire risk to the reporting PE.

CARRY-OVER

PC actions that exceed the participation commitment value for the year may qualify for carry-over into subsequent years. Reporting amounts surpassing the PC does *not* automatically roll over, only specific actions that have prior written approval from the FFSL Area Manager.

Potential carry-over actions should be planned for on the approved PC Statement. This enables the PE to know how much may be applied to their PC before the PE expenses the action. FFSL provides a Carry-Over Approval Form specifying the amount and duration of the carry-over, signed by the FFSL Area Manager. Capital improvement projects (such as a new wildland fire brush truck) can carry over for a maximum of five years. Non-capital improvement projects (such as a large hazardous fuel mitigation project) can carry over a maximum of three years. The duration of carry-over will depend on how long that project will be impactful to the wildfire risk.

¹⁷ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.html> and <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.5.html>

An example of a mitigation project that would not carry over, despite being a large expense, is expanding roadway mowing to lessen the likelihood of wildfire starts from vehicles. While this is a great project, no carry-over would apply since the grass would grow back and the project wouldn't be impactful to the wildfire risk in subsequent years.

Reporting carry-over actions is like all other actions. *Only report the amount to be applied that year.* And the carry-over form must be uploaded to CWS as supporting documentation each year the action is reported. Unlike the three foundational documents of the CWS program (i.e. the Cooperative Agreement, the CWPP, and the PC Statement), the carry-over form does not require the signature of the chief executive of the PE.

RATES

Paid personnel who work on PC projects should accurately account for their time spent, showing their true cost. Recall that whole salaries cannot be applied to PC, only time on specific approved projects.

Volunteers likewise should account for their time supporting PC projects. Rates are based on the Independent Sector¹⁸ national volunteer rate (updated annually around April). The website will display the current rate (\$34.79 for 2024) and the historical rates. Equipment rates are taken from the FEMA schedule¹⁹ of equipment rates.

PERCENTAGES

PC actions are no longer required to meet category percentages. Previously, mitigation was required to be at least 50% of PC and preparedness a maximum of 25%. While well-intentioned to assure mitigation was prioritized and unnecessary purchases were minimized, compliance was difficult for entities with very low PC.

Removing the percentage requirement allows much greater flexibility to identify and implement actions that address each PE's unique needs. It's important that the local jurisdiction address the wildfire threat in a meaningful way, which is why FFSL expects to be able to draw a straight line from the long-term plan (CWPP) through the annual implementation plan (PC Statement) to the mitigation, prevention and preparedness actions taken each year. Both planning documents, the CWPP and PC Statement, are signed by FFSL demonstrating approval of the.

The percentages are still used as general guidelines, and straying too far from these guidelines will trigger a close examination from FFSL to ensure planned and reported actions meet the intent of CWS.

¹⁸ <https://independentsector.org/resource/value-of-volunteer-time/>

¹⁹ <https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>

Participation Commitment Reporting

As PEs complete the projects outlined on their PC Statement, they report those actions to FFSL. Failure to report is the most common reason for non-compliance with the cooperative agreement and revocation from CWS. Reporting must be submitted in the identically named CWS software tool within UWRAP. Starting in 2025, reporting for all entities is on the calendar year with the annual deadline being December 31st.

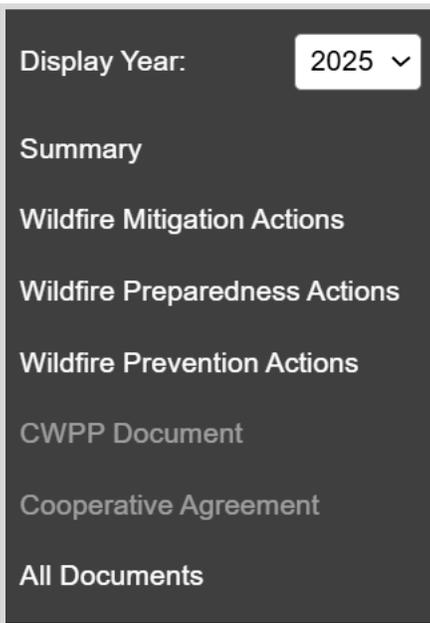
CWS SOFTWARE

The CWS reporting software tool can be found here: cws.wildfirerisk.utah.gov. It was developed to simplify reporting and data collection, allowing PEs to report actions *as they happen*, instead of waiting until the end of the year. In order for FFSL to approve the action, it must meet the following conditions:

- **Action aligns with the PC Statement and CWPP.**
- **Supporting documentation is provided showing costs.**
- **Mapping is added for mitigation projects.**

Both submitted (“projected”) and approved (“confirmed”) actions can be viewed in the PEs’ CWS portal, with the totaled dollar values appearing on the dashboard. Currently the PC amount is not displayed, so PEs must review their PC Statement to compare their PC to the amount reported in the CWS software. In the example below, the PC amount for the entity was roughly \$575,000. Assuming all of these submitted actions will be approved, they’ll have exceeded their PC amount.





The menu of the CWS software allows a reporting entity to see the summary (dashboard) for the year specified, add actions in any of the three categories, see the cooperative agreement and CWPP, and view all the documents submitted that year.

All compliance documents must be added to CWS, including the PC Statement once fully signed. Once the CWPP and Cooperative Agreement are uploaded, they'll be displayed with an expiration date.

In order to add actions to a previous year, click the drop down arrow on the year to select the year in question.

Adding an action is as simple as clicking on the category, then the subcategory, and filling in the details: name, dates, cost, description (and metrics for specific actions). Once the Action Details are complete – click “save” and move down to “map” for mitigation projects (again hitting “save” when the map is complete). Finally, add supporting documentation to “Receipts & Documents” before finally hitting “submit”.

 A screenshot of the "Action Details" form. The form has a dark green header with the title "Action Details". Below the header is a sidebar with "Status: New" and navigation options: "Action Details" (selected), "Receipts & Documents", and "Map". The main form area contains several input fields:

- *Action Name: A large empty text box.
- *Type: A dropdown menu with "Hazardous Fuels Reduction and Veg Management" selected.
- *Start Date: A date picker with "Please pick a date..." displayed.
- *End Date: A date picker with "Please pick a date..." displayed.
- *Total Estimated Cost: An empty text box.
- Hours: An empty text box.
- *Acres Completed - Estimated: An empty text box.
- Biomass Tons per Acre: An empty text box.
- *Description: A large empty text box.

 At the bottom of the form are two buttons: "Save" (green) and "Submit" (orange).

Actions submitted by PEs are then reviewed by the local FFSL Area Manager. Approval occurs when actions align with the PC Statement and CWPP, include adequate supporting documentation, and are mapped (for mitigation projects). Denied actions will include “Approver Notes” specifying the reason for rejection and if any steps can be taken to correct the issue.

DOCUMENTATION

All reported PC actions must include supporting documentation that shows how the value was determined. For purchases, this would be a receipt. For projects this can be the [CWS Individual Accounting Sheet](#). Photos of actions are encouraged, especially before and after photos of mitigation projects. In short, FFSL must see evidence of what occurred, and how the dollar figure was calculated.

MAPPING

All mitigation actions must include the “map” feature when submitting the action. Most types of mitigation work will utilize the polygon feature, outlining the exact area work was completed. Do not outline the whole jurisdiction or locations where work was not done (like water features). These maps are collected into the broader UWRAP ecosystem so that FFSL and its partners may see where work has occurred on the ground.

REPORTING FOR MULTIPLE ENTITIES

Separate from special service districts discussed in the Eligible Entity section, many municipalities contract wildfire suppression resources from neighboring municipalities and assign their PC reporting to the fire department in question. In such instances, the fire department often performs wildfire risk reduction projects that impact all the PEs they service, and then report on those actions. To assure these actions are recorded properly, each Participating Entity must be reported for separately, and each must fulfill their PC. An exception to this policy exists when the Cooperative Agreements of the PEs in question state their agreement to combine their PC Statements and reporting. In such cases, the PC Statements would still need to be signed by all the PE’s chief executives annually.

Direct Payment

2024 legislation added the option of Direct Payment to fulfill their Participation Commitment²⁰. While open to all PEs, the primary intention of this change is to assist entities with very low PC who want to participate in CWS, but find it difficult to perform and report on meaningful work with such small budgets. The administrative burden to plan, schedule, implement, and report on a small PC action may outweigh the potential impact of such a project. Thus, Direct Payment provides a means to skip the administrative work for PEs whose risk and fire history are quite low. Additionally, it provides a pathway for PEs that have found themselves behind on their commitment and unable to catch up from previous years. PE’s who’ve fallen short on their PC may make a Direct Payment in order to be current.

It’s important to note that direct payments do not shift the responsibility to reduce the risk of wildfire from that jurisdiction to the State. FFSL must approve Direct Payment requests, and PEs with high wildfire risk must be engaged in addressing that risk to be approved. Direct payments are not reinvested into the community from which they originated, instead direct payments are placed into the Utah Wildfire Fund, which pays for wildfire suppression costs on state lands or delegated fires, provides fire department grants, and pays for wildfire prevention costs across the state of Utah.

PROCESS

²⁰ <https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html>

PEs who wish to pay all or part of their PC directly will follow this process to ensure the payment counts toward their commitment:

1. Participating Entity requests approval from the FFSL Area Manager for the direct payment amount.
2. FFSL Area Manager works with FFSL Finance to create an invoice that will be sent to that PE.
3. PE pays the invoice with a description that says “CWS Payment for ‘X’ year”.
4. FFSL Finance communicates with the Area Manager and CWS Manager once payment has been made.

Until UWRAP is updated to account for this recent change, the following steps are necessary to ensure it counts toward their PC amount in the CWS reporting system:

5. PE adds an "action" in the CWS portal, titling it Direct Payment, with the amount paid (includes the invoice as documentation).
6. Area Manager approves action once finance confirms payment has been received.

It’s imperative that this process is followed in order for the payment to be accepted and recorded properly.

Initial Attack, Training, and Equipment

Bolstering wildfire response is a key element of the cooperative agreement. PEs are responsible for wildfire Initial Attack (generally, the first 24 hours) within their jurisdiction, including all costs before delegation. PEs must demonstrate safe and effective wildfire IA, as determined by FFSL. Counties who participate in CWS will have a county fire warden, but that position does not provide primary IA response and will not be counted when assessing a county’s compliance with the IA requirement.

In order to enter into a Cooperative Agreement, the PE’s firefighters must meet specific minimum training as outlined in Administrative Rule R652-122-1400²¹. The two courses specified (NWCG S-130 and S-190²²) are required for IA within the local jurisdiction, alongside the annual refresher training (RT-130).

Participation on a delegated wildfire requires firefighters to meet the higher minimum standard of FFT2 training. Course requirements may change, so please contact your local FFSL Fire Management Officer (“FMO”) for current course information.

When a wildfire is delegated to FFSL, all IA resources that do not meet the minimum NWCG FFT2 qualifications may be requested to leave the incident. The incident commander under the delegation will determine when and how this will take place to ensure the safety of firefighting personnel while maximizing the likelihood of wildfire containment.

²¹ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

²² <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

Apparatus and equipment used for IA and on delegated wildfires must meet NWCG requirements or FFSL Fire Department Manual standards. Engines and water tender requirements are specified in Administrative Rule R652-122-1500²³.

DELEGATION

Typically a wildfire won't be delegated until it transitions to Extended Attack ("EA"). Formal delegation of fire management authority releases the local jurisdiction from the fiscal and management responsibility, transferring them to the Division of Forestry, Fire and State Lands. Administrative Rule R652-122-1200²⁴ states:

- “1. Delegation of Fire Management Authority occurs when:
 - (a) State or Federally owned lands are involved in the incident; or,
 - (b) firefighting resources are ordered through an Interagency Fire Center beyond "pre-planned dispatch";
 - (c) at the request of the participating entity, local fire official on scene, having jurisdiction; or
 - (d) at the discretion of the State Forester after consultation with local authorities.”

A timestamp of the delegation is recorded by the interagency fire center. Before delegation, costs are borne by the local jurisdiction(s). After delegation, FFSL taps into the Utah Wildfire Fund for all approved costs incurred. Firefighters and responders who are on the incident during the transition should follow the current FFSL Fire Department Manual and Rates to insure the correct process is followed at delegation.

The timing of delegation will vary based on the risk the fire poses and the capabilities of responding resources. That timing impacts the immediate and future costs borne by the financially responsible jurisdiction. If it's deemed necessary to delegate the fire quickly, to bring in additional resources for example, the initial attack costs born by the local jurisdiction will be minimal. Correspondingly, the delegated fire will now have much higher costs, which will be computed on the historic fire report as part of the Participation Commitment. FFSL also uses delegation decisions when evaluating compliance with the Initial Attack requirement of the Cooperative Agreement.

²³ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

²⁴ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

Cost Recovery

PEs are required to take legal action to recover suppression costs on negligently-caused wildfires delegated to the state. Cost recovery efforts must pursue entire costs incurred by all agencies on the wildfire. If the PE does not intend to pursue cost recovery, they must seek written approval from the State Forester. FFSL reserves the right to initiate cost recovery at any time.

When funds are recovered, they must be distributed amongst all entities with incurred costs. Those suppression costs incurred by the state are repaid to the Utah Wildfire Fund.

Wildland Urban Interface

With legislative changes surrounding the Wildland Urban Interface (“WUI”) requirements, the cooperative agreement simply requires PEs to comply with all statutes, regulations and policies related to the WUI.

To participate in CWS, counties are required to adopt and enforce the current Utah WUI building standards per Utah Code 65A-8-203(4)(f)²⁵. Municipalities must meet that same requirement come January 1, 2026.

The specifics of implementing the new Utah Code 65-8-402, effective January 1, 2026, will be outlined in a separate addendum to the Cooperative Agreement - the “Wildland Urban Interface Agreement”. This document will clarify how WUI fees are assessed and retained, how classification determinations (lot assessments) are performed, and how the Wildland Urban Interface Coordinators are trained and certified.

Compliance and Audits

To ensure the Cooperative Wildfire System fulfills its intent to reduce the risk of wildfire to communities and natural resources in Utah, FFSL monitors compliance with the terms of the Cooperative Agreement. Annual compliance verification asks the following questions:

Has the PE fully met their Participating Commitment?
Has the PE completed the Participation Commitment Statement?
Does the PE have an active CWPP?
Does the PE have adequate Initial Attack resources?
Has the PE adopted and enforced the WUI code?

²⁵ https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html?v=C65A-8-S203_2026010120250507

Affirmative answers to all five questions show that the PE has a long-term plan (CWPP), which they draw from to create the annual implementation plan (PC Statement), resulting in meaningful work completed, and reported on, to reduce wildfire risk.

AUDITING

FFSL will perform compliance audits of Participating Entities looking at the full breadth of the terms of the Cooperative Agreement, including:

- CWPP is effective,
- PC Statement plan draws from the CWPP,
- PC actions are meaningful,
- Initial attack response is adequate,
- Firefighter training meets minimum standard,
- Suppression equipment meets NWCG requirements,
- WUI code is adopted and enforced,
- Cost recovery is pursued when appropriate,
- County fire warden is employed.

Closely examining PC actions is central to the audit process. FFSL will assess the value of these actions in reducing the wildfire risk to the community, analyzing if the PE is addressing the highest wildfire threat in a meaningful way. This is done by closely reviewing the CWPP to verify the wildfire risk is accurately portrayed and the plan outlined includes impactful actions. Next, the PC Statement is compared to the CWPP to verify that the best possible activities are transferred to the annual implementation plan. Finally the PC actions reported in the CWS software are reviewed to assure they a) match the plans, and b) occurred as reported.

Audits will be random except in the following circumstance:

- PC greater than \$100,000
- Non-compliance with PC reporting
- PEs in “probation”

When a PE is found to be out of compliance, they will be placed on “probation” and notified in writing.

PE STATUS

PEs fall into three categories with their level of compliance with the Cooperative Agreement: “active”, “probation”, or “ineligible”.

“**ACTIVE**” means the PE is fully compliant with the terms of the agreement, including having fully met their PC for the previous reporting year. PEs who fail to report by the deadline of December 31st may be given a 30 day extension penalty-free if they are actively working to complete the reporting.

“PROBATION” means the PE has failed to comply with one or more terms of the agreement, yet the Cooperative Agreement is still in effect allowing the PE to delegate fires to the State. If the issue is not fulfilling the Participation Commitment, the PE must satisfy the previous unmet PC in addition to the current reporting year to come into full compliance.

Probation is initiated with a letter to the PE stating what caused the probation, what the PE must do to return to “active” status, and the deadline to return to compliance. Failure to comply with the terms of the “probation” will result in the PE becoming “ineligible” to participation in CWS.

“INELIGIBLE” means the Cooperative Agreement has been revoked and the county or municipality is responsible for all fire costs moving forward. Note: not returning the PC Statement by the due date is automatic grounds for revocation.

If the revocation occurred after “probation”, the county or municipality will also be responsible for all fire costs incurred during the probationary period per Administrative Rule R652-122-900²⁶. The PE will be notified in writing upon revocation of the agreement.

REINSTATEMENT

PEs who are “ineligible” to participate in CWS may only seek reinstatement after one full year has passed since revocation. After that time, the PE may return to the program under the following circumstances:

Fire bills are current: in order to reenter CWS, the PE must have paid all outstanding fire bills.

Less than five years since revocation: If an entity participated in CWS within the previous five years and their agreement was revoked, they can be reinstated into the program by remedying the breach.

If the revocation was due to failure to fulfill the participation commitment for one or more years, the entity must make up the PC for the previous years out of compliance, in addition to meeting their new annual Participation Commitment. If the PE is unable to remedy this prior to signing a new agreement, they may reenter CWS under “probation” with specific terms to fulfill the previous unmet PC. Annual audits will ensure the PE is meeting the terms of the probation.

More than five years since revocation: Entities who previously participated in CWS and had their agreement revoked five or more years before, may sign a new agreement as an “active” member without needing to make up for previous years participation commitment. Before signing a new agreement, they must be current on all fire bills and other requirements of the Cooperative Agreement.

²⁶ <https://adminrules.utah.gov/public/rule/R652-122/Current%20Rules?searchText=R652>

Roles and Responsibilities

PARTICIPATING ENTITY

The Participating Entity is required to do the following:

- Comply with the terms of the Cooperative Agreement
- Provide a primary contact person's name, phone and email to their FFSL Area Manager (who shares it with the CWS Manager) for all CWS related communications
- Notify the FFSL Area Manager whenever the primary contact person changes
- Comply with the policies and procedures outlined in this document
- Comply with the audit efforts and audit recommendations
- Participate in annual CWS training with the FFSL Area Manager and/or the FFSL CWS Manager

DIVISION OF FORESTRY, FIRE AND STATE LANDS

The Cooperative Wildfire System is the primary tool the state has for reducing the threat of wildfire across Utah. As such it includes FFSL staff from every level to carry out the mission of the program. PEs may use the following list of FFSL positions and their CWS duties to discover who best to seek assistance from when engaging in CWS work.

State Forester

- Final arbiter of appeals to PC decisions

State Fire Management Officer

- Oversees the Fuels Deputy to ensure program delivery
- Oversees Fire Deputy and Fire Finance maintenance of Equipment Rate list

State Fuels Deputy Fire Management Officer

- Manages CWS Manager

CWS Manager

- Messaging and rollout of CWS changes
- Arbitrates Area Manager questions on allowable PC Actions
- Maintains Policy and Procedures Manual to ensure uniformity of program delivery
- Provides CWS Program Guide updates
- Sends Compliance letter to PEs
- Sends quarterly email reminder to all PEs
- Report at Spring and Fall Fire Meetings
- Calculates PC for each PE in coordination with Finance and GIS
- Provides PC statements to the Areas or individual PEs as requested
- Signs completed PC Statements after Area Manager
- Maintains spreadsheet with contact information for each PE

- Participates in PE audits with DNR's internal audit group
- Train PEs in their tracking and reporting of PC actions
- Provides notification of non-compliance with reporting requirements
- Monitors compliance with the CA, and adjudicates questions about allowable PC actions
- Review and recommend potential projects statewide
- Approves carry-over requests
- Verifies alignment with CWPPs and CWS
- Tracks match in coordination with the Statewide Grant Coordinator
- Tracks direct payments
- Initial arbiter of PC appeals
- Provides annual reports to FFSL leadership
- Grants access to CWS for first time users

Area Manager

- Oversees Area CWS program
- Ensures that changes to each entity's primary contact person are captured in the Division spreadsheet
- Reviews and signs PE's Cooperative Agreement and CWPP
- Approves proposed PC actions outlined in entity's PC Statement, and signs submitted Statements in coordination with CWS Manager.
- Approves (or denies) PC Actions submitted to the UWRAP CWS Portal. Provides entities with clear guidance when denying a submitted action.

Area Fire Management Officer

- Directs county fire wardens
- Verifies that entities are meeting their initial attack response, minimum training and equipment requirements for eligibility
- Carries out additional duties as delegated by the Area Manager

County Fire Warden

- Maintains close relationships with PEs
- Coordinates with Area WUI Specialist to assist entities with CWPP preparation
- Advises and assists entities with project identification and planning
- Advises PEs on the annual reporting process, providing assistance where necessary (does NOT carry out PC actions or report on them for PEs, except for the county who jointly employes them)
- Carries out additional duties as delegated by the Area Manager

Area WUI Specialist

- Assists entities with CWPP preparation and project identification; ensures that CWPP is reviewed by State WUI Program lead.
- Provides federal grant & state funding application assistance for mitigation projects that fall outside of Participation Commitment

- Carries out additional duties as delegated by the Area Manager

GIS/IT Manager

- Manages the CWS reporting software
- Provides GIS risk maps for all PEs for use in the PC calculation
- Updates the UWRAP risk data as technology and funding allow
- Assists PEs with technical issues using the CWS software

TRAININGS & SUPPORT

FFSL will offer annual training to ensure all those participating in, and administering, CWS have current information on the program. Training documents include, but are not limited to, this CWS Policy and Procedures Manual, PC Reporting tutorials, and the quarterly newsletter. Live trainings are held at the area level, for PEs and FFSL staff, and PEs are encouraged to attend. These live trainings will cover the following topics:

- Changes to state law, policy or procedure
- Best practices and lessons learned
- Cooperative Agreement refresher
 - Eligibility
 - Terms
 - Status and revocation
- Participation Commitment refresher
 - Reporting in CWS software
 - Supporting documentation requirements
 - Project mapping requirements
 - Deadlines
- PC Actions refresher
 - Recommended actions
 - Actions not allowed
 - Carry-Over for actions exceeding PC
- Rates for paid labor, volunteer labor, and equipment
- Question and Answer session

If the PE has read the training documents and attended an annual live training, yet still has questions, FFSL staff are available to assist (please see the “Division of Forestry, Fire and State Lands” section immediately above to identify who best to contact).

Deadlines and Documents

The annual responsibilities associated with CWS primarily revolve around the Participation Commitment – the PC Statement, performing and reporting PC actions, and compliance.

WHEN	WHO	WHAT
Year-round	PE	PC projects completed & recorded in CWS portal
Year-round	FFSL	Compliance letters sent, with follow-up calls to PEs
Year-round	FFSL	Probation notices and opt out letters sent to PEs
April 15 th	FFSL	1 st quarter newsletter sent to PEs
July 15 th	FFSL	2 nd quarter newsletter sent to PEs
September 31 st	FFSL	PC Statements sent to PEs
October 15 th	FFSL	3 rd quarter newsletter sent to PEs
November 30th	PE	Completed PC Statements due to FFSL
December 31st	PE	Signed PC Statement due to FFSL
December 31st	PE	Final PC reporting due in CWS portal
Year-round	FFSL	Audits of PEs completed

Participation Commitment Statements will be provided to PEs at least three (3) months in advance of the end of the calendar year. The PE is then required to complete the implementation plan portion of the statement and return it to FFSL within sixty (60) days of receipt. FFSL will then review the plan and either approve it, or request additional information. Once approved, FFSL will sign the PC Statement and return it to the PE for signature. All signatures must be completed, and the document returned to FFSL by year's end.

Quarterly Newsletters provide PEs with reminders and information about the CWS program, which may include:

- reminder to complete and report PC actions
- highlights of successful projects
- best practices for wildfire risk reduction activities based on the season
- contact information for the County Fire Warden and FFSL Area Manager
- reminder to update primary contact for CWS correspondence
- snippet(s) from the CWS Policy and Procedures Manual
- potential wildfire grant opportunities
- reminder to update CWPPs
- links to CWS reporting portal and the full CWS Policy and Procedures Manual

Compliance Letters, or “Notice of Cooperative Agreement Review”, inform PEs who are not compliant with one or more terms of the Cooperative Agreement what’s needed to retain their status as “active” in CWS. Most often these are sent to PEs who haven’t reported their full Participation Commitment as a reminder to do so by the deadline.

Probation Letters are for PEs that are officially in breach of their Cooperative Agreement, yet are working toward getting back into compliance and need more time. After discussions between the PE and FFSL, the probation letter is sent specifying the following: cause of the breach, steps to remedy the breach, deadlines to complete those steps, and consequences for not doing so. The letter reminds PEs that while they are under “probation” and meeting the deadlines, they are still covered by the Cooperative Agreement. However, if the PE fails to comply with the terms of the probation, the agreement will be revoked, naming the PE as “ineligible”, and all fire costs since the breach will be billed to the PE.

Opt Out Letters are sent to entities that do not want to participate in CWS. Entities may respond directly to FFSL, excluding themselves from the program. Additionally, FFSL will send the letter when the entity is non-responsive, providing a last opportunity to participate.

Appendix

CWS Reporting Video Tutorials:

 [1 Introduction to CWS](#)

Individual Project Accounting Sheet:

 [CWS Individual Project Accounting Sheet - MUST COPY TO EDIT](#)

CWS Carry Over Form:

 [2025 Carry-Over Approval fillable.pdf](#)

Participation Commitment Statement:

 [2025 Participation Commitment Statement.pdf](#)

CWPP Manual:

 [Utah's CWPP Guide.pdf](#)

CWPP Template:

 [Final CWPP template 2023.docx](#)

2025 Cooperative Agreement:

 [CWS 2025 Municipality Cooperative Agreement fillable.pdf](#)

 [CWS 2025 County Cooperative Agreement Fillable.pdf](#)

 [CWS 2025 Fire District Cooperative Agreement Fillable.pdf](#)