MILLARD COUNTY FIRE SERVICE DISTRICT

May 2026

ATTENDANCE:	**DEPARTMENT:**
Shane Brunson(Present)	Fire Chief Assoc.
Russ Wilcken(Present)	Leamington
Kevin Monroe(Absent)	Scipio
Jim Giles(Present)	Chairman/Meadow
Copeland Anderson(Present)	Fire Warden, FFSL
Phil Whatcott(Present)	Holden
Lorin Shumway(Present)	Kanosh
Richard Pyne(Present)	Lynndyl
Jason Christensen(Absent)	Holden
Colin Haydanka(Present)	Hinckley
Greg Prows(Present)	Meadow
Ross Anderson(Present)	Oak City
Howard Echols(Present)	Leamington
Pat Bennett(Present)	Fillmore
Travis Stanworth(Absent)	Delta
Jeremy Perea(Absent)	Garrison
Sheriff Jacobson(Present)	MCSO
Ron Eldridge(Absent)	Eskdale
Casey Draper(Absent)	Scipio
Gary Bishop(Absent)	Meadow
Brian Huber(Absent)	Delta
Steve Thatcher(Absent)	Hinckley
Bill Wright(Absent)	County Commissioner
Mariffa Bishop(Absent)	Lynndyl
Kendall Anderson(Present)	Oak City

OTHERS IN ATTENDANCE:	**TITLE:**
Todd Holt	Accountant
Nanelle Holt	Secretary
Pat Bennett	MCSO
Thomas Peterson	FFSL

The meeting was called to order by Chairman, Jim Giles. Nanelle Holt recorded the minutes. Jim Giles then stated notices of the meeting time, place, and agenda were provided to the State Public Notice website, and to each member of the Millard County Fire Service District.

MINUTES:

The proposed minutes of the Millard County Fire Service District meeting held April 15, 2026, were presented for consideration and approval. The Board reviewed the minutes. Phil Whatcott then MOVED to approve the minutes as presented. The motion was SECONDED by Lorin Shumway. Mr. Giles asked for any questions or comments regarding the motion, there being none, he called for a vote. The motion passed unanimously.

ACCOUNTS PAYABLE:

The Board reviewed accounts payable for May 2026, after which Sheriff Jacobson MOVED the accounts payable to be approved in the amount of $67,905.74. The motion was SECONDED by Phil Whatcott. Mr. Giles asked for any questions or comments regarding the motion, there being none, he called for a vote. The motion to approve accounts payable passed unanimously.

FINANCIAL REPORT: CONSIDERATION OF FINANCIAL STATEMENT

Todd E. Holt presented the financial statements for March 2026. Mr. Holt reported the district is on track and doing well financially. Everything is in line. The district is within budget and expenses are low. Todd is currently working with auditors on review of the district's financial records. Auditors have suggested making electronic copies of the district's policies. Todd will take the district's written policies and turn them into a digital format and bring them up for approval at future meetings.

LINE ITEMS:

Leamington fire department gave an update on their truck that is currently out of commission. Since the last meeting, they had a mechanic from May's Automotive in Nephi, Utah inspect the truck to assess the problem. The mechanic indicated that the truck needed a new fuel pump. The fuel pump was replaced but the truck still has not started properly. Leamington fire department expressed concern about being down to only two trucks with an active fire season projected ahead. After some discussion, the board gave the go ahead for Leamington fire department to start pricing a new truck and bring possible solutions to the June meeting.

Copeland Anderson and Thomas Peterson reviewed the Cooperative Wildfire System (CWS) agreement with the district and emphasized the need for each department's municipality to sign the form. Several municipalities have signed the CWS agreement, but many are still pending. Copeland stressed the importance of getting these signed in a timely manner so the district can receive payment for upcoming fires. Copeland ended by thanking everyone for their hard work on the recent fire.

OTHER BUSINESS:

Patt Bennett with Fillmore Fire Department mentioned that progress is being made on possible construction of a new fire house in Fillmore City. Patt wondered if a financial contribution from the fire district would be possible. Fillmore fire department wondered what amount of financial contribution was given to Delta fire department to help with the construction costs of their new fire house. The Holt's will look back through past meeting minutes to see if they can find that information and present their findings at next month's meeting. Patt Bennett then asked to put this issue up for discussion at the June meeting.

Lorin Shumway with Kanosh fire department announced the new well in Kanosh is about to come online. Lorin also mentioned the need for discussions in the near future on a possible financial contribution to this project from the fire district and input on ideas for optimal use of the facility to help aid firefighting efforts.

Sheriff Jacobson ended the night's meeting by thanking everyone for their efforts and hard work on the recent Wild Horse Fire in the county and told the group how much he cherished his association and friendship with them through the years.

Mr. Giles asked if there were any further comments or questions to be discussed, there being none, Phil Whatcott made a MOTION to adjourn. Sheriff Jacobson SECONDED the motion. Mr. Giles declared the meeting adjourned.

Legal Basis for CWS Agreements

An Analysis of the Cooperative Wildfire System (CWS) and Special Service Districts Eligibility

March 3, 2026

BACKGROUND

The Cooperative Wildfire System ("CWS") is a mutually beneficial partnership between the State of Utah and local governments to combat the threat of wildfire. When both parties sign a cooperative agreement, the state agrees to pay for the costs of catastrophic wildfires, and the local government agrees to take action each year to reduce their wildfire risk. The citizens of Utah benefit from mitigation work reducing hazardous fuels, increased firefighting equipment and training, and public education that result from CWS. And local governments are protected from the financial shock of large wildfires that can run into the tens of millions.

As eligible entities seek to sign new cooperative agreements with the division to participate in CWS, it's vital to understand who is eligible to participate and how agreements are structured. Specifically, the legal foundation underpinning the partnership between the division and special service districts.

ELIGIBLE ENTITY

Utah Code 65A-8-203[1] 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."*

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.

LEGAL RESPONSIBILITY FOR WILDFIRE

Utah Code 11-7-1[2] outlines who is responsible for fire protection:

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[1] https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S203.html
[2] https://le.utah.gov/xcode/Title11/Chapter7/11-7-S1.html

"(1) The governing body of every incorporated municipality and the board of commissioners or county council of every county shall:
(a) provide adequate fire protection within their own territorial limits; and
(b) cooperate with all contiguous counties, municipal corporations, private corporations, fire districts, state agencies, or federal governmental agencies to maintain adequate fire protection within their territorial limits.
(2) Every incorporated municipality and every county may:[...]
(b) maintain and support a fire-fighting force or fire department for its own protection;
(c) contract to furnish fire protection to any proximate county, municipal corporation, private corporation, fire district, state agency, or federal agency;
(d) contract to receive fire protection from any contiguous county, municipal corporation, private corporation, fire district, state agency, or federal governmental agency;
(e) contract to jointly provide fire protection with any contiguous county, municipal corporation, private corporation, fire district, state agency, or federal governmental agency; or
(f) contract to contribute toward the support of a fire-fighting force, or fire department in any contiguous county, municipal corporation, private corporation, fire district, state agency, or federal governmental agency in return for fire protection."

This statute is clear. Counties and municipalities must provide adequate fire protection, and they may execute that responsibility directly or by contract. This is supported by Utah Code 65A-8-202[3] and 65A-8-202.5[4], which speak to the county and municipal responsibilities respectively. The following excerpt, detailing the county's responsibilities, uses language that is nearly identical to the municipal statute:

"(1) A county shall abate the public nuisance caused by wildfire on unincorporated, privately owned or county owned forest, range, watershed, and wildland urban interface lands within its boundaries.
(2) A county may participate in the wildland fire protection system of the division and become eligible for assistance from the state by agreement under the provisions of this chapter.
(3) A county shall:
(a) reduce the risk of wildfire to unincorporated, privately owned or county owned forest, range, watershed, and wildland urban interface land within the county's boundaries, with private landowner permission, through appropriate wildfire prevention, preparedness, and mitigation actions; and
(b) ensure effective wildfire initial attack on unincorporated privately owned or county owned forest, range, watershed, and wildland urban interface land within the county's boundaries.

[3] https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.html
[4] https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S202.5.html

(4) A county may assign the responsibilities described in Subsections (1) and (3) to a fire service provider or an eligible entity, as defined in Section 65A-8-203, through contract, delegation, interlocal agreement, or another method."

The plain language of the statutes (Utah Code 65A-8-202(4) and 8-202.5(4)) expressly allows a county or municipality to delegate the responsibility to abate the public nuisance that is wildfires (subsection (1)), and the responsibility to reduce the risk of wildfires and to ensure the effectiveness of initial attack (subsection (3)). They do not, however, authorize a county or municipality to delegate the cooperative agreement contemplated in subsection (2). "*A county may assign the responsibilities described in Subsections (1) and (3) to a fire service provider or an eligible entity*[.]" Where delegation authority is expressly limited by the statutory language, it would be unreasonable to interpret the statutes in a way that allows a special service district to be the sole entity with a CWS agreement. It is simply not allowed unless the county or municipality first have their own CWS agreement.

FINANCIAL RESPONSIBILITY FOR WILDFIRE

When a wildfire event occurs, it's all hands on deck. Commonly, the nearest resource responds regardless of land ownership, and many different agencies may respond to fight the blaze. Wildfires pay no heed to jurisdictional boundaries, and as the fire grows it may encompass federal, state, and local land. As a result of these complexities, the local jurisdiction may desire to, or be required to, delegate the wildfire to the state. At that point forward, the state is responsible for all wildfire operations.

Local agencies operating on a delegated wildfire bill their costs to the state. Once the wildfire event concludes, the state determines how much of the financial responsibility for that fire rests on the counties and municipalities. Typically this is done by analyzing "black acres" – the acres burned in each jurisdiction – as a percentage of the total acres burned.

Counties and municipalities that participate in CWS are not billed for those costs, instead the state assumes that financial responsibility.

Utah Code 65A-8-203.2[5] outlines what happens when a county or municipality is not covered by the CWS cooperative agreement:

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

"1) The division shall bill a county that is not covered by a cooperative agreement with the division, as described in Section 65A-8-203, for the cost of wildfire suppression within the jurisdiction of that county accrued by the state.
(2) The division shall bill a municipality that is not covered by a cooperative agreement with the division, as described in Section 65A-8-203, for the cost of wildfire suppression within the jurisdiction of that municipality accrued by the state.
(3) The cost of wildfire suppression to a county or municipality that is not covered by a cooperative agreement with the division, as described in Section 65A-8-203, shall be calculated by determining the number of acres burned within the borders of a county or municipality, dividing that number by the total number of nonfederal acres burned by a wildfire, and multiplying the resulting percentage by the state's total cost of wildfire suppression for that wildfire."

From the above statutes, it's clear that counties and municipalities are ultimately responsible, legally and financially, for wildfire. Noticeably absent are special service districts. Furthermore, a special service district lacks the authority to require a county or municipality to comply with agreements they are not party to.

COOPERATIVE AGREEMENTS

For eligible entities to participate in the Cooperative Wildfire System and delegate their costs to the state, they must enter into and comply with the terms of the cooperative agreement. Drawn from code and administrative rule, the cooperative agreement outlines the responsibilities of participating entities:

- Employ a County Fire Warden
- Adopt and enforce the WUI code
- Develop a Community Wildfire Preparedness Plan
- Perform Initial Attack on wildfires
- Pursue Cost Recovery
- Fulfill annual Participation Commitment

Under current law, special service districts cannot fulfill all of these CWS requirements. First, counties are the only type of eligible entity that are required to have a county fire warden to participate in CWS, per Utah Code 65A-8-209.1[6].

Second, special service districts are unable to comply with cost recovery obligations. They are not law enforcement and cannot take legal action against the culprits of wildfire incidents. Only counties and municipalities have that authority.

Third, the WUI code requirement is similarly not a function that special service districts can carry out as they are not code enforcement officials. Only counties and municipalities have

[6] https://le.utah.gov/xcode/Title65A/Chapter8/65A-8-S209.1.html

legal authority to adopt and enforce building codes. Special service districts cover both counties and municipalities, but have no such authority or obligation in state code. Waiving the cooperative agreement requirement for a county or municipality with a special service district would also waive the requirement that the WUI code be enforced in the county or municipality.

Simply put, a special service district cannot assume all of the responsibilities of CWS. The special service district can be delegated the responsibility to meet the participation commitment of their participating entities, can still do the annual reporting, and can still be the point of contact ensuring that the counties or municipalities are compliant with the terms of their agreements. But the agreements themselves would be signed by those entities with the proper authority.

These agreements would overlap in a sense, with the counties and municipalities being required to fulfill their unique statutory obligations, and the special service district pooling the risk reduction efforts. Operationally, nothing would change from historical implementation, only that additional agreements would be in effect.

To solve the legal issue while maintaining operational continuity, a simple clause was added to the new cooperative agreement in Recitals:

> *"F. It is understood that an Eligible Entity that is a fire special services district and services a county or municipality that has high risk wildland urban interface property as defined in Utah Code Section 65A-8-401, may not enter into a cooperative agreement unless the serviced county or municipality with high risk wildland urban interface property also has a cooperative agreement with FFSL."*

The division recognizes that special service districts may encompass municipalities with little to no wildfire risk. An accurate understanding of the intent of CWS does not square with requiring these low-risk municipalities to comply with all the terms of the cooperative agreement. An astute observer will see a qualifier in the agreement clause quoted above: "with high risk wildland urban interface property". Only municipalities with demonstrated risk, as defined by the High Risk WUI Properties map developed by the division, will be required to enter in an agreement prior to the special service district.

CONCLUSION

One may ask "why now" when this legal issue was never addressed prior. But, in fact, this issue has been percolating for years. And when a new cooperative agreement came due, the time was right to address these legal issues.

The Cooperative Wildfire System's primary intent is to reduce the threat and costs of wildfire as counties and municipalities take ownership of their wildfire risk. The most visible efforts of local governments reducing their risk is when their fire service provider engages in wildfire suppression, preparedness, mitigation and prevention. But that is only one part of the picture. A multi-pronged effort is required that also includes the County Fire Warden, WUI code enforcement, cost recovery efforts, and community engagement on CWPPs. As much as fire service providers are leaned on to meet the objectives of the CWS program, only counties and municipalities have the legal authority to fulfill most of the agreement requirements. And all of these elements are essential to a comprehensive wildfire risk reduction strategy.

In light of the intent of the Cooperative Wildfire System, overlapping agreements between the division and the counties, municipalities, and special service districts are essential. This solution ensures that the obligations of counties and municipalities are satisfied while maintaining the operational continuity of special service districts participating in the CWS program.