

Mayor
TERRY WILLIS

City Attorney
ERIC JOHNSON

City Recorder
JACI ADAMS

City Treasurer
BILLIE HEILESEN

Finance Director
LISA RICHENS



185 East Main - P.O. BOX 893 - PRICE, UT 84501
PHONE (435) 637-5010 - Fax (435) 637-7263
www.pricecityutah.com

PRICE CITY COUNCIL

City Council

LAYNE MILLER

TANNER RICHARDSON

RICHARD ROOT

RUSSELL SEELEY

TINA URBANIK

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 05:30 PM on 07/08/2026. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1.PLEDGE OF ALLEGIANCE

2.ROLL CALL

3.SAFETY SECONDS Councilmember Root

4.GENERAL BUSINESS/DISCUSSION

- a. QUARTERLY SAFETY PRIZE DRAWING. Drawing for the quarterly safety prize for qualifying employees.
- b. ARCHERY TEAM RECOGNITION. Recognition and certificates for the winning archery team members.
- c. RESOLUTION NO. 2026-16. Consideration and possible approval of A Resolution of the Price City Council Adopting a Price City Sidewalk Management, Maintenance and Inspection Program and Related Matters.
- d. COOPERATIVE AGREEMENT AND 2026 PARTICIPATION COMMITMENT STANDARD. Consideration and possible approval of a Cooperative Agreement between Price City and the Utah Division of Forestry, Fire and State Lands, including the 2026 Participation Commitment Statement, David Johnson, Price City Fire Chief.
- e. MEMORANDUM OF UNDERSTANDING. Consideration and possible approval of the Utah Wildlife Resource Memorandum of Understanding Between Utah Division of Forestry, Fire and State Lands and Price City, David Johnson, Price City Fire Chief.

5.CONSENT AGENDA

- a. MINUTES for 06-24-2026 City Council and CDURA.

- b. UNION PACIFIC 24" PIPELINE CROSSING LICENSE AGREEMENT- Consideration and possible approval of an agreement to construct a 24" water transmission line under Union Pacific's rail line near Colton Springs, including a permit fee of \$10,000.00.
- c. COOPERATIVE WILDFIRE SYSTEM CONFIRMATION. Confirmation that Price City contracts with the Carbon County Building Department for Building Permit and Building Inspection services and that Price City adopts the current WUI building standards per Utah Code 65A-8-203(4)(f). Effective date retroactive to January 1, 2026.
- d. BUSINESS LICENSES. Advantage Transport, LLC at 621 E 100 S for Travis Donathan. Rivian Adventure Network at 120 North Carbonville Rd. Rebel Oil Company at 352 W Main. Randall Aquatics at 315 N 100 W for Waco Brandon Randall.

6.PUBLIC COMMENTS (LIMITED TO TWO MINUTES PER PERSON/NO ACTION TAKEN ON DISCUSSED ITEMS)

7.UNFINISHED BUSINESS

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact the City Recorders Office at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.

FAMILY NIGHT OUT PACKAGE

- \$100.00 King Koal Theatre**
- \$100.00 Club Mecca**
- \$100.00 Cold Stone Creamery**
- \$100.00 Pinheads Bowling Alley**



ENTER TO WIN!

ARCHERY CERTIFICATES

Bullseye	3D Targets
Aspen Atwood	Aspen Atwood
Jax Christensen	Jax Christensen
Hunter Cowley	Hunter Cowley
Zamber Dart	Zamber Dart
Sophie Francis	Sophie Francis
Chet Fredrickson	Chet Fredrickson
Kezlee Greenhalgh	Kezlee Greenhalgh
Eliza Irvine	Eliza Irvine
Susanna Irvine	Susanna Irvine
Maximus Johnson	Maximus Johnson
Merritt Loveless	Merritt Loveless
Grant Luke	Grant Luke
Cash Marsing	Cash Marsing
Landon Merrill	Landon Merrill
Bentleigh Montag	Bentleigh Montag
Nolan Nielsen	Nolan Nielsen
Eliza Pitcher	Eliza Pitcher
Vincent Porter	Vincent Porter
Colton Steele	Colton Steele
Teagan Steele	Teagan Steele
Uriah Trostle	Uriah Trostle
Jenna Tullis	Jenna Tullis
Jaide Vasquez	Jaide Vasquez
Addy Warr	Addy Warr

CERTIFICATE

OF ACHIEVEMENT

THIS IS TO CERTIFY THAT

Aspen Atwood

HAS WON

BULLSEYE

IN RECOGNITION OF OUTSTANDING PERFORMANCE AND
EXCELLENCE IN ARCHERY.



Mayor Terry Willis

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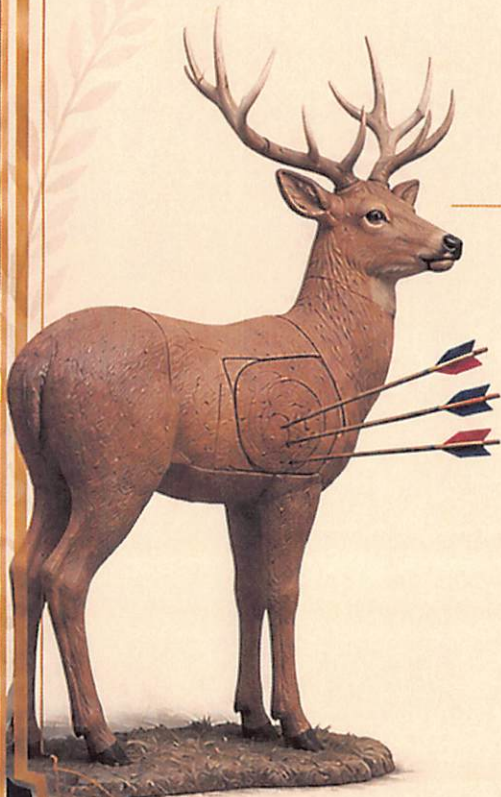
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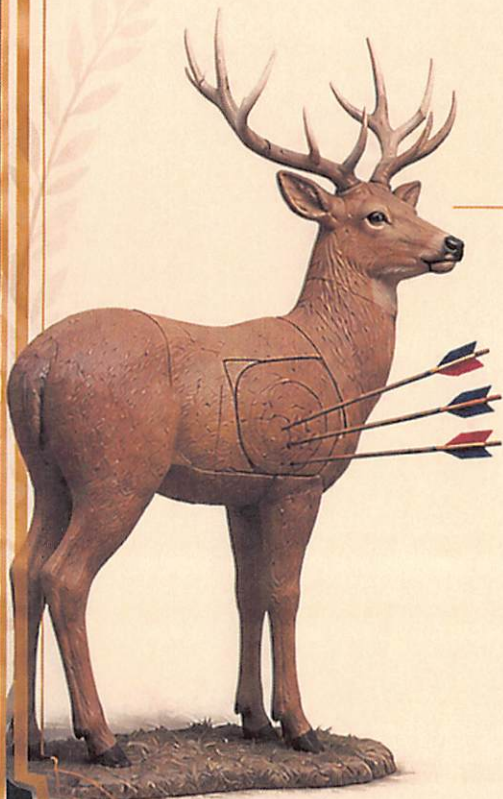
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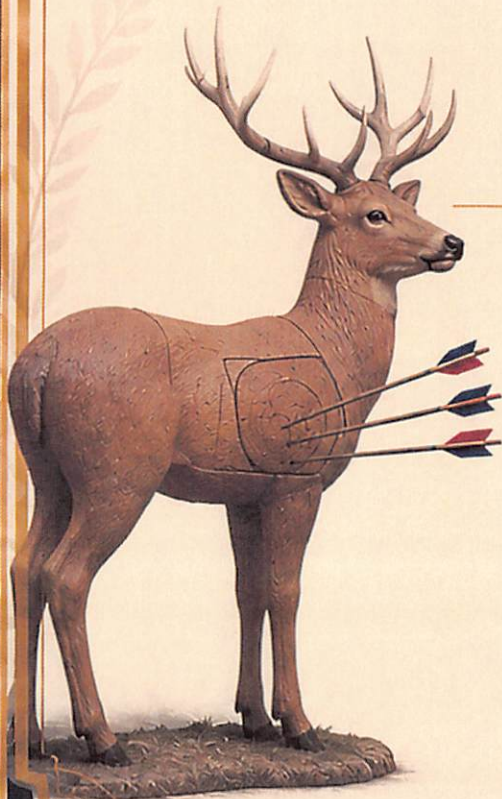
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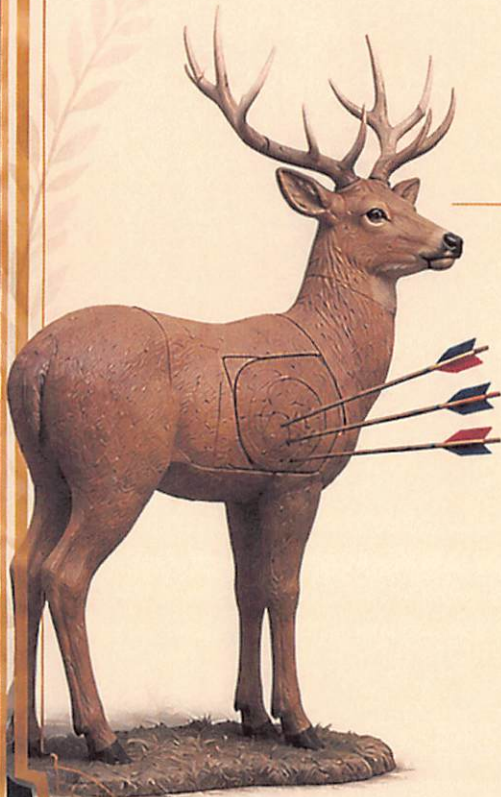
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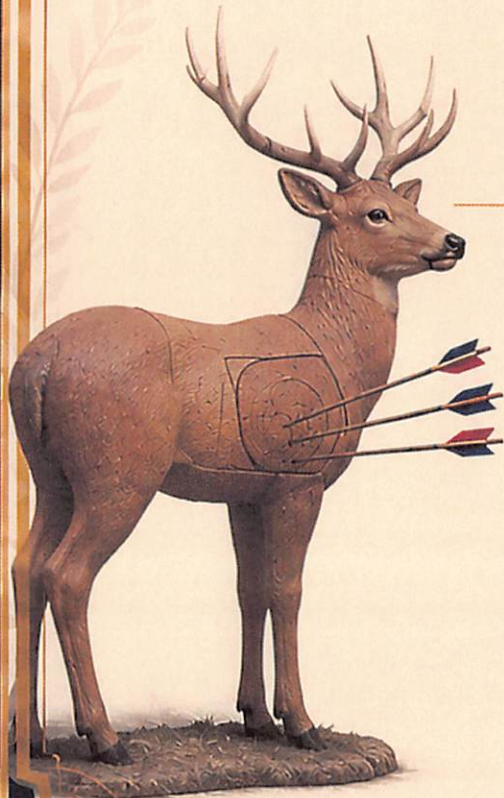
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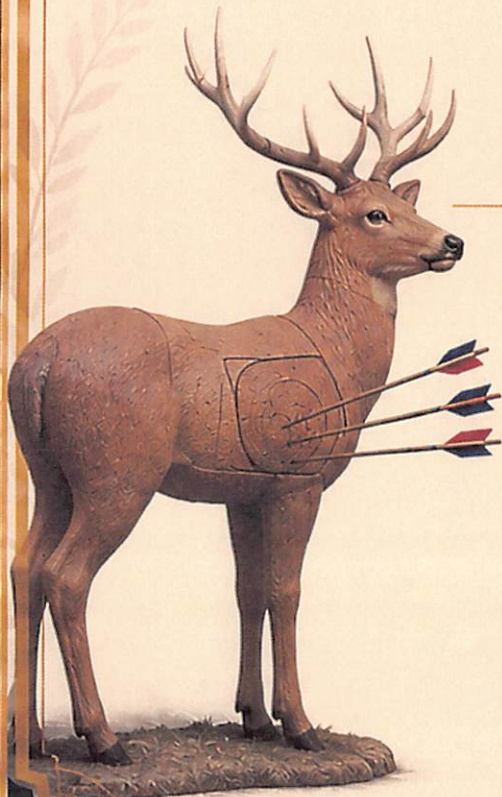
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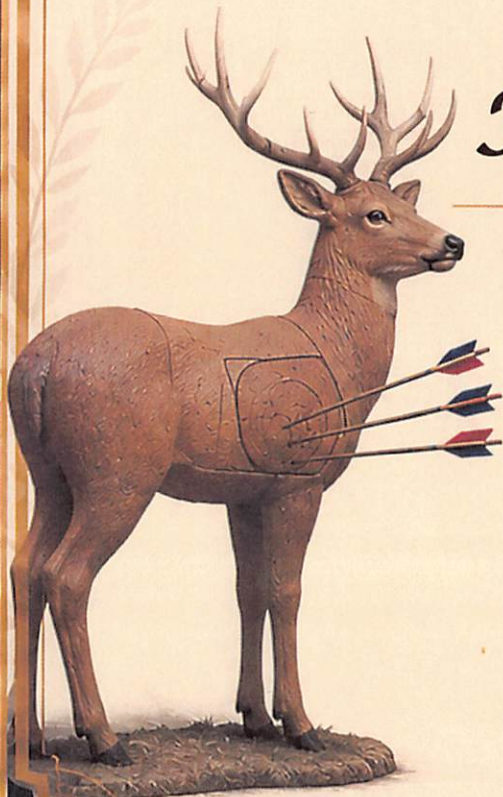
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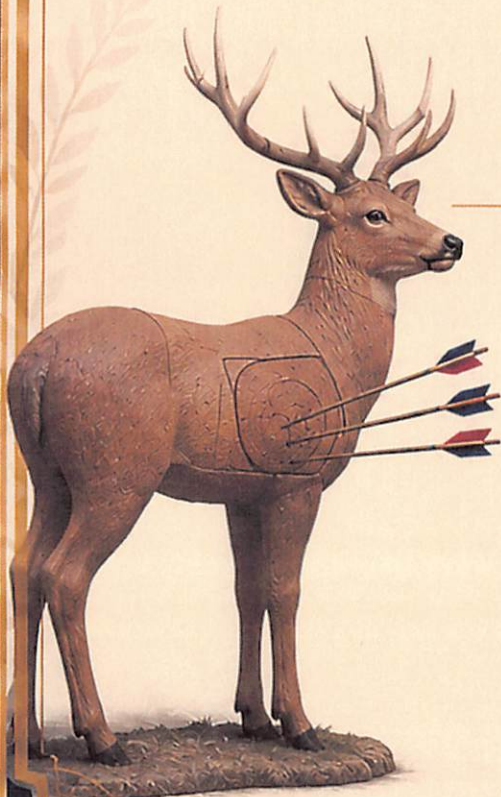
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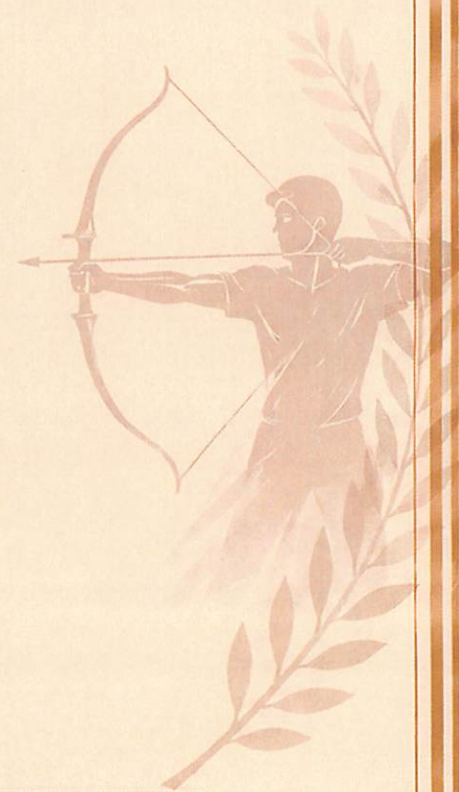
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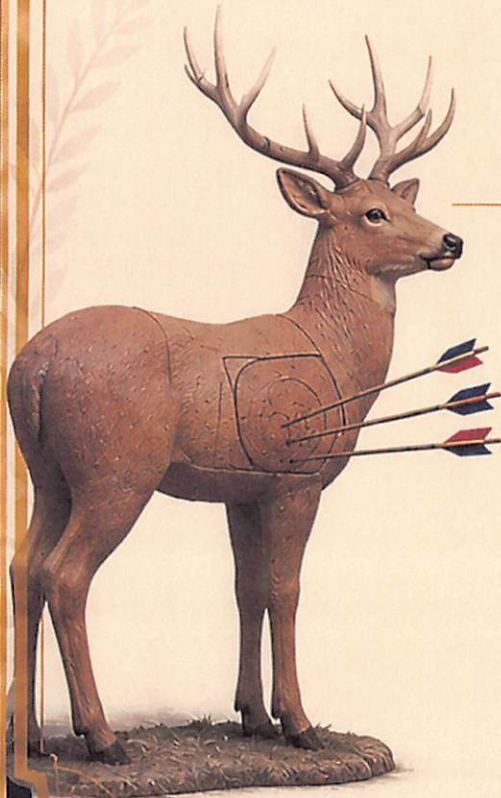
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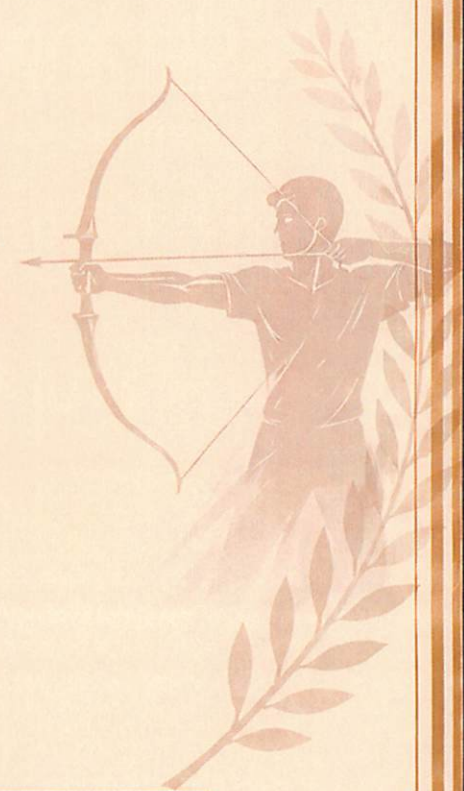
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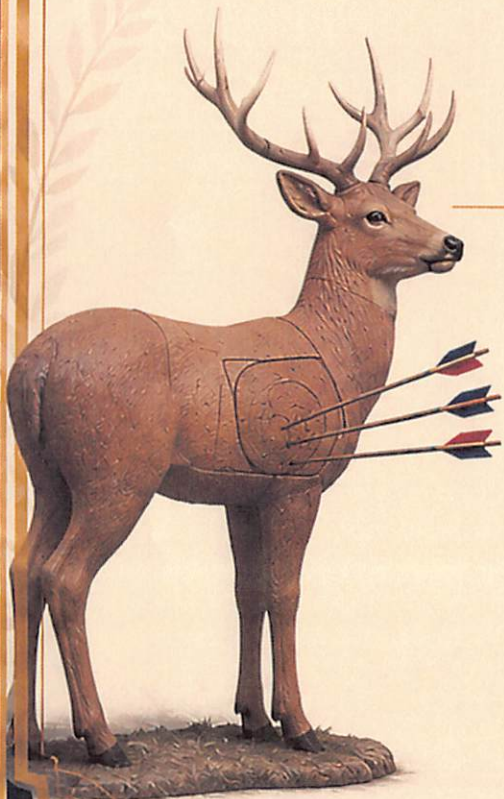
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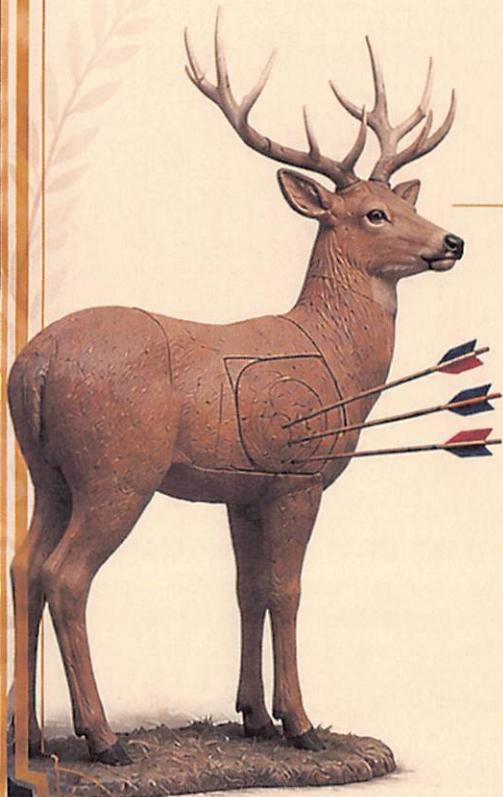
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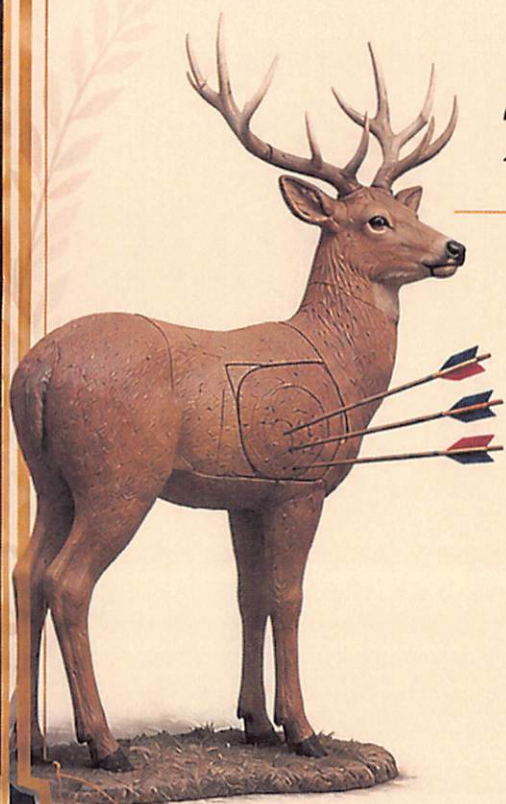
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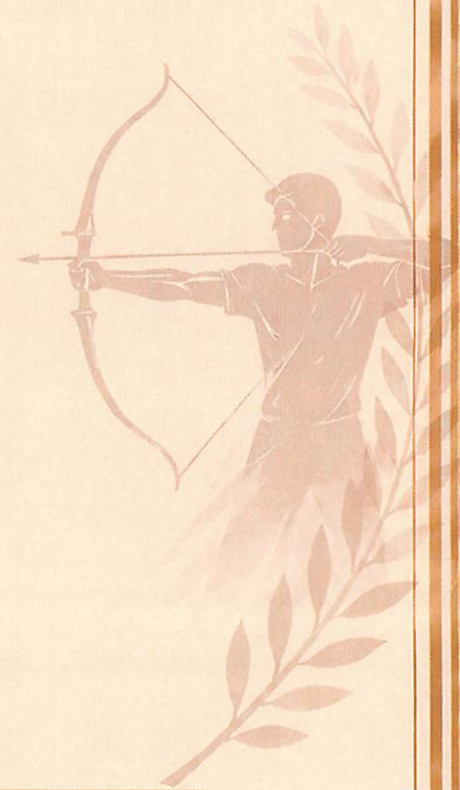
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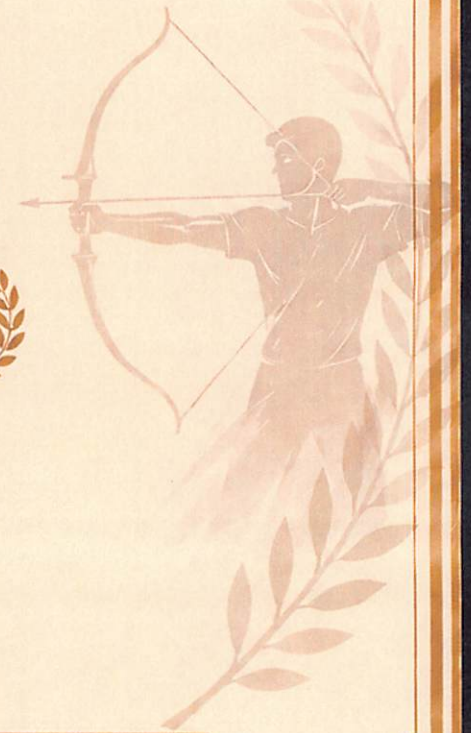
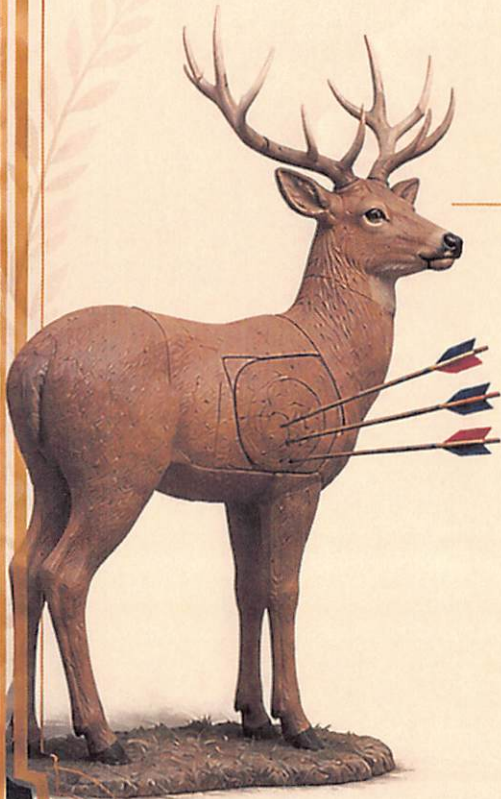
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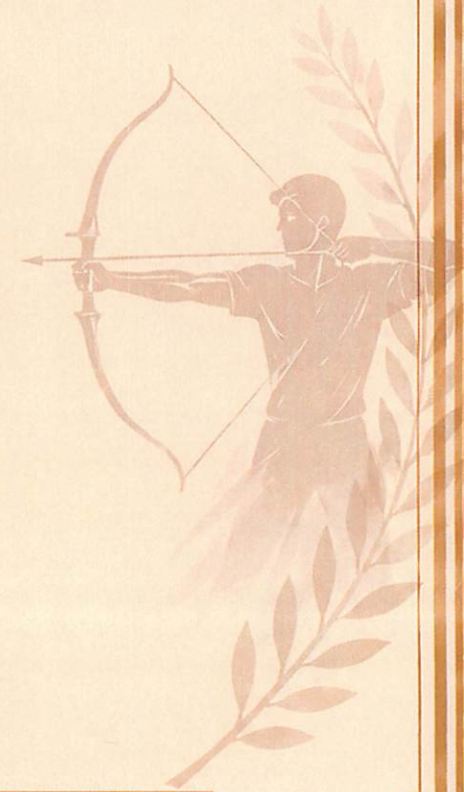
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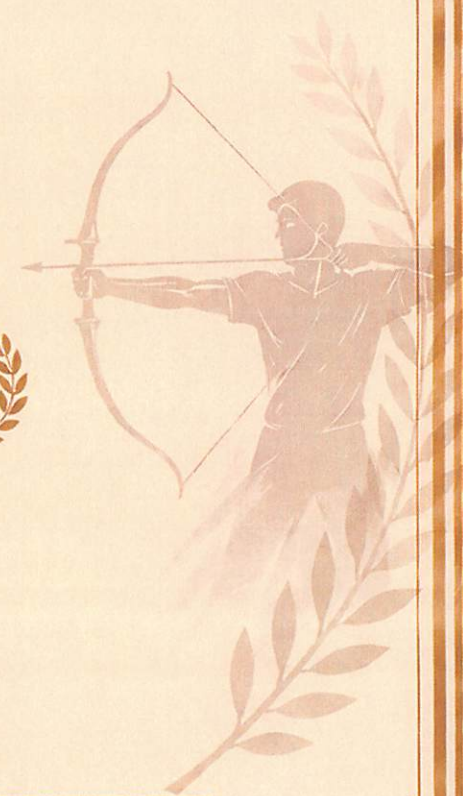
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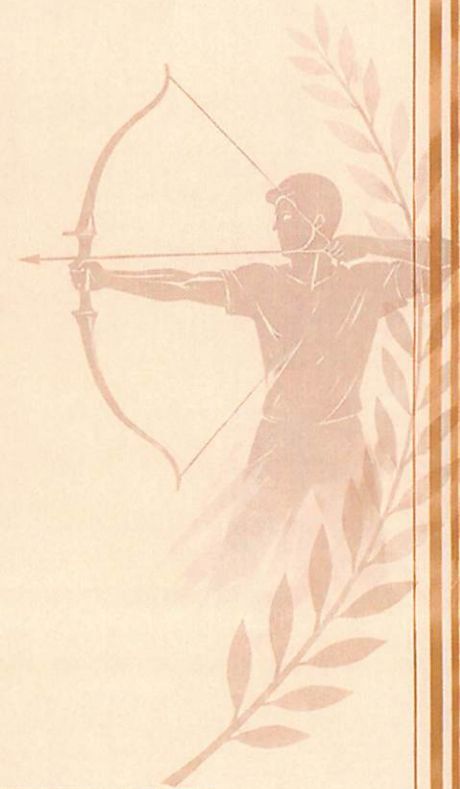
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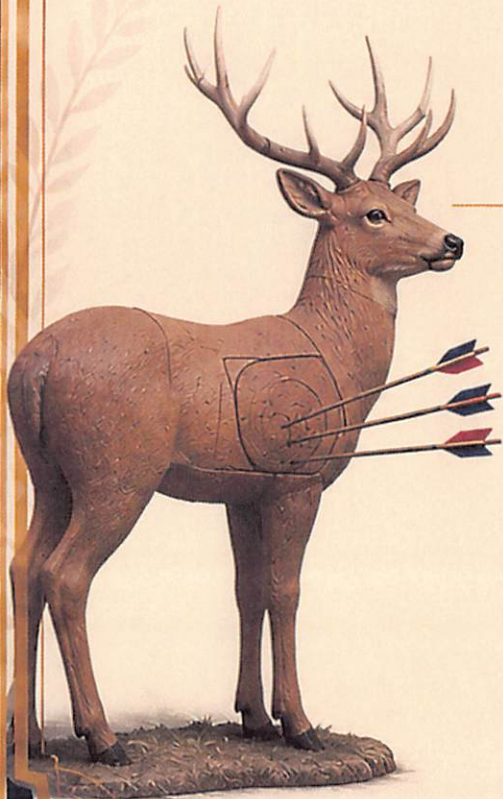
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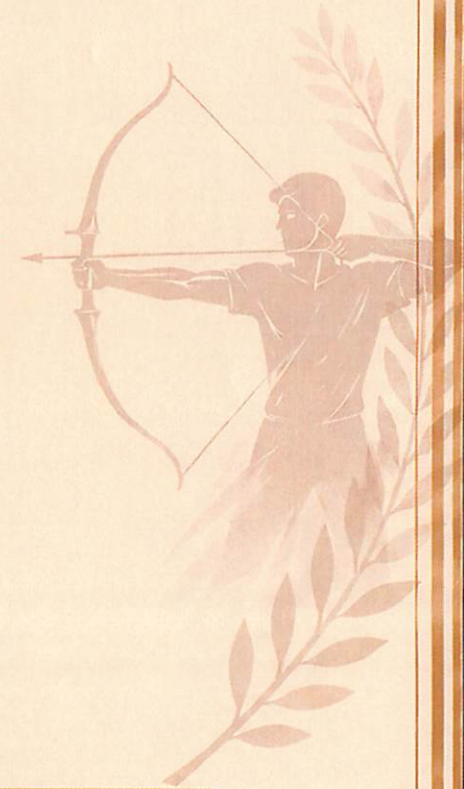
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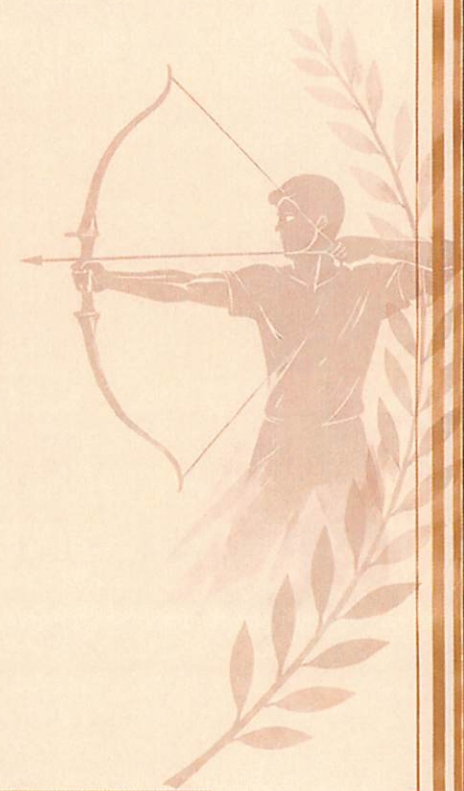
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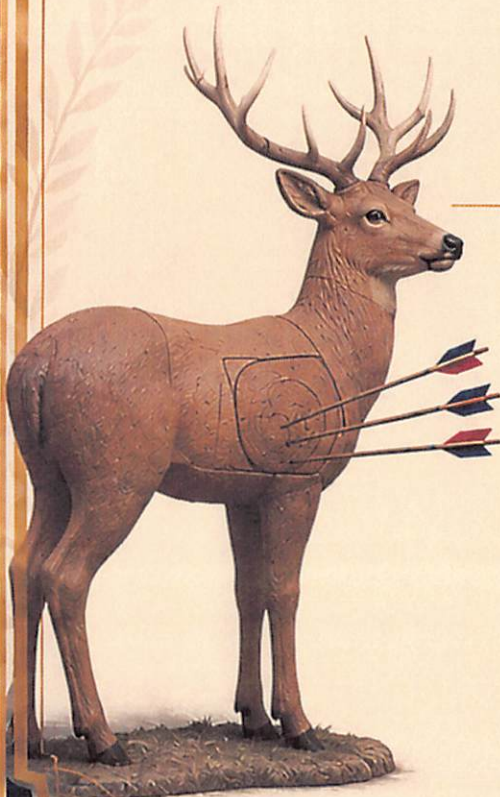
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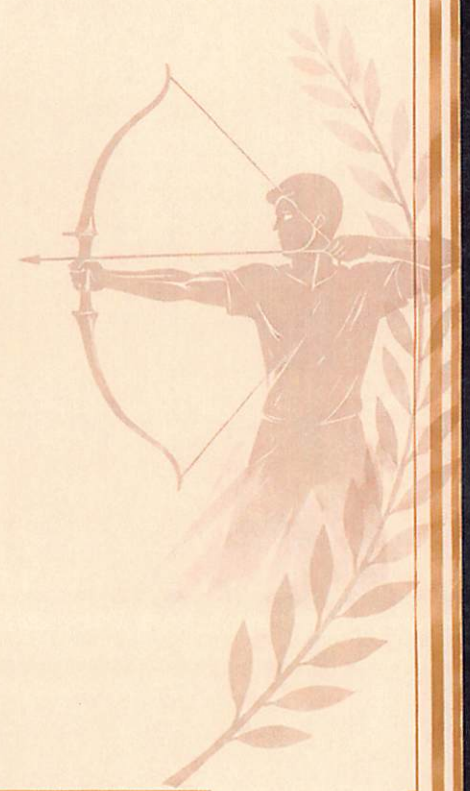
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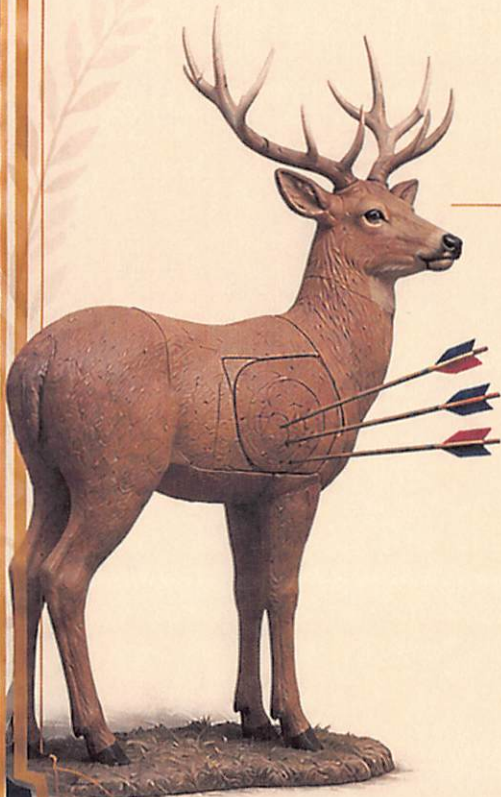
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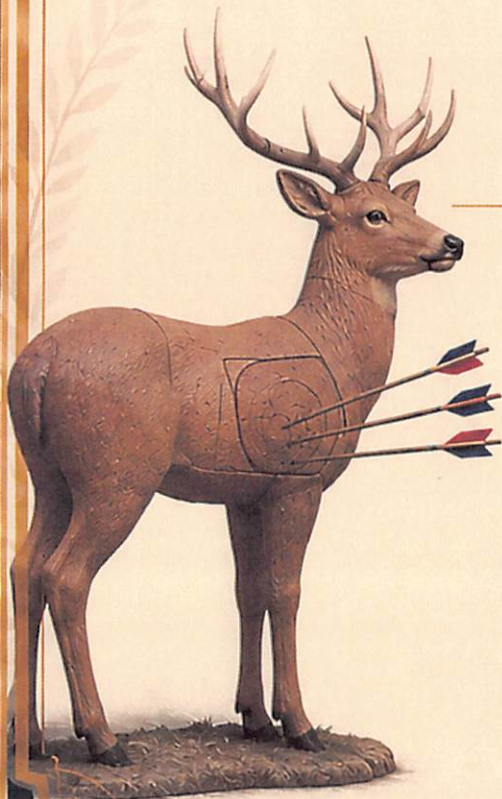
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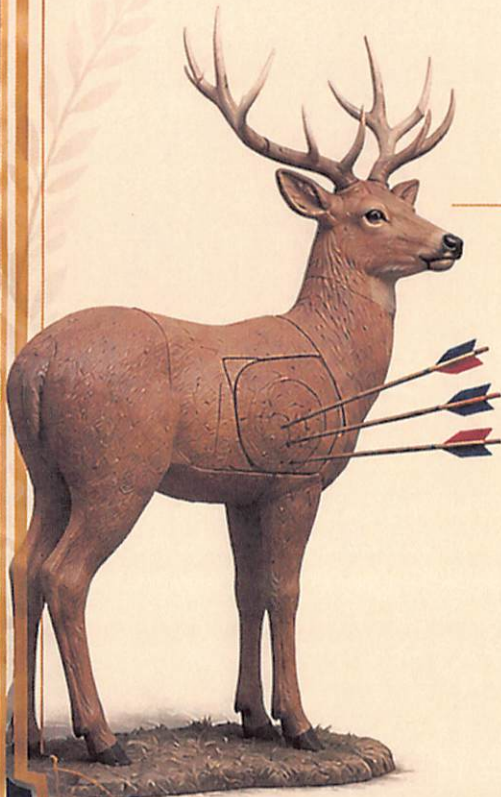
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RESOLUTION NO. _____

A RESOLUTION OF THE PRICE CITY COUNCIL ADOPTING A PRICE CITY SIDEWALK MANAGEMENT, MAINTENANCE AND INSPECTION PROGRAM AND RELATED MATTERS

WHEREAS, Price City (hereinafter referred to as “City”) is committed to individual and community safety; and,

WHEREAS, City desires to mitigate hazards associated with trip and fall accidents/injuries associated with community sidewalks; and,

WHEREAS, the Utah Local Governments Trust has provided policy guidance and best practices information to City for City’s consideration in adoption of a sidewalk safety policy; and,

WHEREAS, City has evaluated and studied a Sidewalk Management, Maintenance and Inspection Program Policy and prepared the Price City Sidewalk Management, Maintenance and Inspection Program Policy (hereinafter referred to as the “Sidewalk Policy”); and,

WHEREAS, both a Sidewalk Safety Sub-Committee and the Price City Safety Committee have reviewed and studied the Sidewalk Policy and has recommended that the Price City Council adopt the Sidewalk Policy; and,

WHEREAS, the Price City Council has found it to be in the best interest of the health, safety and wellness of the inhabitants of Price City to adopt the Sidewalk Policy; and,

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. Adoption of Sidewalk Policy. That the Sidewalk Policy, attached herewith as Exhibit 1, and made a part hereof is hereby adopted and approved for use and implementation.

Section 2. Administrative Authority. That Price City officials and employees are hereby authorized to budget for, operate and implement programs, administrative procedures and tasks necessary for the implementation of the Sidewalk Policy.

Section 3. Severable. That any part of the Sidewalk Policy found to be invalid shall be severable from the remainder of the Sidewalk Policy and all remaining sections shall remain in full force and effect.

Section 4. Repealer. That any prior actions that are not consistent or in conflict with the adoption of the Sidewalk Policy are hereby repealed.

Section 5. Effective Date. That the Sidewalk Policy shall become effective upon passage of this resolution.

ADOPTED AND APPROVED THIS _____ DAY OF _____, 2026

Terry Willis, Mayor

ATTEST:

Jaci Adams, City Recorder

EXHIBIT 1
PRICE CITY SIDEWALK POLICY

Price City Sidewalk Management, Maintenance & Inspection Program

Purpose and Background

The purpose of the Price City (hereinafter referred to as “City”) Sidewalk Management, Maintenance, and Inspection Program (hereinafter referred to as the “Program”) is to establish a proactive, systematic, and defensible approach to ensuring sidewalks within City are safe, accessible, and compliant with applicable standards. This Program reduces liability exposure, improves public safety, supports ADA compliance, and extends the life of sidewalk infrastructure.

Regular inspection of City sidewalks and related infrastructure located within Price City is important to mitigate potential personal safety hazards and to have baseline information in the event of liability claims made against City. This policy shall guide City in the following areas: frequency of inspection of sidewalks; location and type of sidewalk inspected; and, recordkeeping regarding sidewalk inspection and mitigation of identified safety hazards. This policy shall also guide reporting of sidewalk safety issues by the general public to City.

It shall also be inherent in this policy that the Program shall operate in conjunction with other public works projects, such as roadway and utility projects as well as the City’s existing concrete replacement program.

Program Objectives

The Program is intended to:

- Identify potential City owned sidewalk hazards before they cause injury
- Identify and notify responsible adjacent property owners regarding sidewalk repair or replacement requirements accordingly
- Maintain compliance with ADA and local requirements
- Reduce slip, trip, and fall claims and associated legal exposure
- Prioritize maintenance funding using risk-based decision making
- Create defensible inspection records and repair histories
- Improve walkability, mobility, and public confidence
- Increase public awareness of the responsibility of adjacent property owners for sidewalk maintenance and repair

Program Scope

This program applies to sidewalks, sidewalk associated curb ramps, pedestrian pathways, crosswalks, and pedestrian-related concrete infrastructure within City, including:

- Public rights-of-way
- Parks, campuses, and public facilities
- Parking lots and internal pedestrian routes
- Trails and shared-use paths

City Sidewalk Inspection Program

Sidewalks will be inspected based on the identified safety and liability risk level:

Area Type	Inspection Frequency
Commercial areas, schools, transit, increased known pedestrian volume	Every 1-2 years
Residential neighborhoods	Every 2–3 years
Low-use pedestrian volume	Every 3–5 years
After major storms or construction	As needed

Inspections shall document, along with relevant and current photos:

- Vertical displacement (lips, cracks, heaving)
- Surface defects (spalling, potholes, broken panels)
- ADA compliance (cross slope, running slope, ramp condition)
- Obstructions (vegetation, poles, utility conflicts)
- Drainage and ponding on the sidewalk

Condition Rating System

Each sidewalk segment will be assigned a **condition and risk score** based on:

- Size of defect
- Trip hazard severity
- Pedestrian exposure
- ADA impact
- History of complaints or claims

Ratings will fall into:

- **Priority 4** – <.25” of variation - No action required
- **Priority 3** – .25-1” of variation - Monitor and schedule repair if between .5”-1”
- **Priority 2** – 1-2” of variation - Repair to be scheduled.
- **Priority 1** – >2” of variation - High hazard; mitigation required

Maintenance & Repair Standards

Repairs will follow established engineering and accessibility standards including:

- ADA and City minimum standard requirements
- Local sidewalk design standards

Approved repair methods may include:

- Panel replacement
- Grinding
- Asphalt or concrete patching

- Mud-jacking or slab leveling
- Curb ramp upgrades
- Other mitigation intervention(s) as authorized by City via the Public Works Department.

Prioritization Framework

Projects will be prioritized using a risk-based model that considers:

- Potential Immediate Safety risk (Priority 1 followed by Priority 2)
 - Repair or mitigation scheduled for priority completion:
 - Clearly mark with safety yellow paint or close and barricade section.
 - Schedule for immediate repair/replacement as soon as possible
- ADA non-compliance
- Pedestrian volume
- Proximity to schools, transit, and public buildings
- Cost vs. benefit in regard to risk mitigation method utilized.

This ensures funding is spent where it reduces the greatest risk and improves accessibility the most.

Work Order & Tracking System

All hazards, inspections, and repairs will be tracked in a centralized system. City shall use MaintainX or other similar tracking system. The system shall record:

- Location
- Date of inspection
- Inspector name
- Condition ratings
- Photos
- Repair type
- Date of completion
- Contractor or crew
- Other pertinent details for specific location

This creates a defensible record for claims, audits, and ADA reviews.

Public Reporting & Response

The reporting system may allow the public to submit sidewalk concerns. All public provided sidewalk concerns shall include all necessary location and condition information and current photos. Public provided sidewalk concerns shall be directed to the tracking system utilized. Price City personnel shall inspect, report, assign risk level and determine repair or replacement protocol. Citizens shall be encouraged to contact Price City regarding sidewalk repair or replacement needs via all appropriate communication methods. Tracked data shall include the following:

- Sidewalk section of concern logged into tracking system
- Assigned a risk level

- Tracked through mitigation of concern per risk level

Legal & Risk Management Integration

The Program creates documented proof of reasonable care by demonstrating:

- Routine inspections
- Timely response to hazards
- Timely notifications to adjacent responsible property owners
- Consistent repair standards
- ADA compliance efforts

This reduces exposure in personal injury and accessibility lawsuits.

Performance Metrics

The Program, via the tracking system, shall track:

- Linear feet of sidewalk inspected annually via the Program
- Number of hazards identified
- Percentage of high-risk defects repaired
- Average response time
- ADA compliance improvements

Conclusion

This Sidewalk Management, Maintenance, and Inspection Program allows the City to move from reactive repairs to a proactive, data-driven system that protects the public, controls costs, improves accessibility, and reduces legal risk.

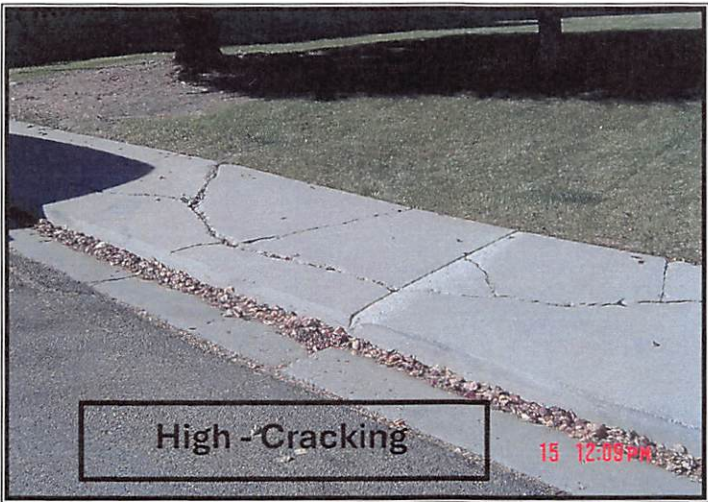
Sidewalk Defects

Sidewalk defects refer to any sidewalk anomaly causing or potentially causing a safety risk or functionality issue. Defects are identified through inspections as well as individuals informing the City of the issue. Each defect is inspected and the information is recorded. The Defect Rating System is as follows:

- 1. LOW - Defect is visible.
- 2. MODERATE - Defect is a potential hazard.
- 3. HIGH - Defect is a safety hazard or non-functional.
- 4. EXTREME - Defect is hazardous. Priority replacement.

Defect descriptions are divided into several categories.

- 1. **Cracking and Holes:** (Causes: Compaction issues, heavy drive loads, expansion)
 - Low - Crack or hole is visible but not causing unsafe conditions. (Hairline cracks)
 - Moderate - 1/4" - 1/2" separation, lift, settle or chipping.
 - High - Between 1/2" and 1" separation, lift, settle or chipping.
 - Extreme - Greater than 1" separation, lift, settle or chipping.



2. **Settling and Heaving:** (Causes: Trees, utilities, poor compaction)

- Low - < 1/2".
- Moderate - 1/2" to 1".
- High - >1" to 2".
- Extreme - > than 2".



3. **Spalling:** (Causes: Weak surface, freeze/thaw cycles, poor mix design or over finishing)

- Low - Minimal shallow, random flaking.
- Moderate - Up to 25% of the slab is spalling. Exposed aggregate, 1/2" recesses.
- High - Up to 50% of the slab is spalling. Exposed aggregate, >1/2" recesses.
- Extreme - Over 50% of the slab is spalling. Exposed aggregate, > 3/4" recesses.



4. **Drainage:** (Causes: Settling, improper grade)

- Low - Small area puddle.
- Moderate - Water puddles to the sidewalk surface.
- High - Water puddles onto the sidewalk or approach causing damage or ice buildup or water backup.
- Extreme - Water puddles onto the sidewalk causing damage, flooding or ice buildup.



COOPERATIVE AGREEMENT

This Cooperative Agreement (the "Agreement") is made and entered into this ____ day of _____ 2025 (the "Effective Date"), by and between the Utah Division of Forestry, Fire and State Lands ("FFSL") and Price City (the "Participating Entity"). FFSL and the Participating Entity may sometimes be referred to in this Agreement individually as a "Party" or, collectively, as the "Parties."

RECITALS

- A. Pursuant to Utah Code Section 65A-8-203, this Agreement is required for a county, municipality, or certain other Eligible Entities and the State of Utah, by and through FFSL, to cooperatively discharge their joint responsibilities for protecting non-federal land from wildland fire.
- B. The Participating Entity is a county, municipality, or other Eligible Entity, as defined in Section I of this Agreement.
- C. The Participating Entity is eligible to enter into a Cooperative Agreement under Utah Administrative Code R652-121 and R651-122.
- D. FFSL provided to the Participating Entity, and the Participating Entity signed and returned to FFSL, the Annual Participation Commitment Statement before the Effective Date of this Agreement.
- E. The fire department or equivalent fire service provider under contract with, or delegated by, the Participating Entity on unincorporated land meets minimum standards for wildland fire training, certification, and suppression equipment based upon nationally accepted standards, determined by FFSL.

AGREEMENT

I. Definitions

For the purposes of this Agreement:

1. "Annual Participation Commitment Report" means a report prepared by the Participating Entity, detailing the expenditures and activities conducted in compliance with the Participation Commitment during the past calendar year.
2. "Annual Participation Commitment Statement" means a statement, signed by both FFSL and the Participating Entity, detailing both the monetary value of the Participation Commitment for the upcoming calendar year and the detailed activities the Participating Entity plans to perform to fulfill their Participation Commitment for that year.
3. "Catastrophic Wildfire" means wildland fires whose size and intensity cause significant impacts to State and local economies, critical infrastructure, the environment, and private landowners.

4. "Cooperative Agreement" means the same as the term is defined in Utah Administrative Code R652-1-200.
5. "Delegation of Fire Management Authority" means the acceptance by FFSL of responsibility for:
 - i. Managing a wildfire; and
 - ii. The cost of fire suppression, as described in Utah Code Section 65A-8-203.
6. "Direct Expenditure" means funds spent by a Participating Entity to implement wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL.
7. "Direct Payment" means an alternative method of meeting all, or part, of the participation commitment by paying FFSL directly, as identified in Utah Code Section 65A-8-203.
8. "Director" means the division director of FFSL.
9. "Eligible Entity" means the same as the term is defined in Utah Code Section 65A-8-203.
10. "Extended Attack" means actions taken in response to wildland fire after Initial Attack.
11. "Firefighter" means an individual trained in wildland firefighting techniques and assigned to a position of hazardous duty.
12. "Initial Attack" means actions taken by the first resources to arrive at any wildland fire incident, including—without limitation—size-up, patrolling, monitoring, holding action, or aggressive suppression action.
13. "In-Kind Activity" means an activity for wildland fire prevention, preparedness, or mitigation efforts both agreed to between the Parties and approved by FFSL. The value of an In-Kind Activity shall be determined by using the rate calculated by the Independent Sector, <https://www.independentsector.org/>.
14. "Minimum Billing Threshold" means the dollar value of expenses not charged to the Participating Entity but incurred by FFSL, on behalf of the Participating Entity, on Initial Attack prior to Delegation of Fire Management Authority.
15. "Participation Commitment" means prevention, preparedness, and mitigation actions and expenditures, including those identified in an FFSL-approved CWPP or equivalent wildland fire preparedness plan, undertaken by a Participating Entity to reduce the risk of wildland fire and meet the intent of Utah Code Sections 65A-8-202 and 65A-8-202.5.
16. "Participating Entity" means an Eligible Entity with a valid Cooperative Agreement.

II. Term.

1. The term of this Agreement shall be five (5) years from the Effective Date.

III. Participation Commitment.

1. Annual Statement.
 - a. FFSL shall send the Participating Entity an Annual Participation Commitment Statement at least three (3) months in advance of the end of each calendar year during the term of this Agreement.
 - b. Upon receipt of an Annual Participation Commitment Statement, the Participating Entity shall complete the annual plan portion of the Annual Participation Commitment Statement outlining the actions it intends to take that address the wildfire threat. Within sixty (60) days of receipt of an Annual Participation Commitment Statement, the Participating Entity shall send the completed annual plan to FFSL for review and approval.
 - c. Upon receipt of the Participating Entity's annual plan, FFSL shall review the annual plan. FFSL may request additional information before approving the annual plan. Upon FFSL's approval of the annual plan, FFSL shall sign and send the Annual Participation Commitment Statement to the Participating Entity for signature.
 - d. Upon receipt of the signed Annual Participation Commitment from FFSL, the Participating Entity's chief executive shall sign and return the fully executed Annual Participation Commitment Statement to FFSL by the deadline provided. In the event the Participating Entity fails to sign and return the Annual Participation Commitment Statement by the deadline provided, this Agreement will terminate at the conclusion of the last calendar year in which the Participating Entity complied with this requirement.
2. Fulfillment.
 - a. The Participating Entity shall meet its Participation Commitment, as determined by FFSL, pursuant to Utah Administrative Code R652-122.
 - b. The Participating Entity shall meet its Participation Commitment through direct expenditures, direct payment, in-kind activities, or any combination of the three that are mutually agreed upon by the Parties.
3. Consultation.
 - a. The Participating Entity may consult with FFSL to identify valid Participation Commitment actions and activities, based on the Participating Entity's FFSL-approved CWPP or equivalent wildfire preparedness plan.
4. Accounting.
 - a. The Participating Entity shall account for its respective Participation Commitment activities and expenditures through the Utah Wildfire Assessment Risk Portal ("UWRAP").

- b. Beginning January 1, 2025, all qualifying Participation Commitment expenditures and activities count toward the Participating Entity's first full-year Participation Commitment.
 - c. The value of Participation Commitment expenditures and activities may, with approval of FFSL, carry-over to the next calendar year.
 - d. With the Director's approval, or approval of a designee, the value of capital improvement actions may carry-over for up to five (5) years and the value of non-capital improvement actions may carry-over for up to three (3) years.
 - e. The Participating Entity must receive written approval from the Director, or designee, before pursuing carry-over for a specific action or activity under this Section III(4).
 - f. Amounts reported annually in excess of Participation Commitment do not carry-over without written approval from the Director, or designee, under this Section III(4).
5. Reporting.
- a. The Participating Entity shall record and account for its Participation Commitment actions and expenditures in UWRAP.
 - b. The Participating Entity shall provide an annual accounting of its activities and expenditures to FFSL for review and approval in the manner and form specified by FFSL.
 - c. The Participating Entity shall account for, track, and report any year-to-year carry-over under Section III(4) of this Agreement in UWRAP.
 - d. FFSL may review and verify records related to the Participating Entity's Participation Commitment at any time.
 - e. FFSL may reject records related to the Participating Entity's Participation Commitment deemed by FFSL to be unverifiable, incorrect, or not approved in the Participating Entity's signed Participation Commitment Statement.
6. Calculation.
- a. FFSL shall calculate the Participation Commitment based on a wildfire risk assessment by acres (the "Risk Assessment"), conducted by FFSL, and the historic fire cost average ("Fire Cost Average") in the Participating Entity's jurisdiction, pursuant to Utah Administrative Code R652-122.
 - b. The Risk Assessment calculation shall be adjusted for inflation using the Consumer Price Index.
 - c. FFSL shall calculate the Fire Cost Average based on historic suppression costs accrued within the Participating Entity's jurisdiction. The Fire Cost Average shall only include wildland fire suppression costs accrued and paid by FFSL on behalf of a Participating Entity within the Participating Entity's jurisdiction. The

Fire Cost Average may include State-paid costs after Delegation of Fire Management Authority and Transfer of Fiscal Responsibility has occurred within the Participating Entity's jurisdiction.

- d. The Fire Cost Average shall be calculated on a rolling, ten-year average, dropping the highest and lowest cost years and adjusting for inflation using the Consumer Price Index. Each ten-year average shall contain eight data points.
7. Appeals.
 - a. Where permitted by Utah Administrative Code R652-122 and within ninety (90) days of the occurrence, the Participating Entity may appeal a decision regarding its Participation Commitment by submitting to the Director a written appeal that states the reasons for the appeal.

IV. Initial Attack.

1. The Participating Entity shall have primary responsibility for Initial Attack ("IA") on all nonfederal lands within the response area of the Participating Entity or within the response area of any delegatee of the Participating Entity.
2. IA may include different resources based on fire danger, fuel type, values to be protected, and other factors.
3. Pursuant to Utah Code Sections 65A-8-202–202.5 and in accordance with this Agreement, FFSL shall determine reasonable and effective wildfire IA by verifying that the Participating Entity has adequate resources and equipment to manage IA.
4. The Participating Entity shall have financial responsibility for all IA costs within its jurisdiction, other than aviation costs.
5. FFSL shall have financial responsibility for all IA aviation costs.

V. Delegation of Fire Management Authority and Transfer of Fiscal Responsibility.

1. Delegation of Fire Management Authority and the transfer of fiscal responsibility to FFSL for a wildland fire shall occur simultaneously with one of the following events:
 - a. The involvement of state-owned or federally-owned lands in the wildland fire;
 - b. The order, beyond pre-planned dispatch, of firefighting resources through an Interagency Fire Center;
 - c. The request of the Participating Entity with jurisdiction through its local fire official on scene with authority to do so; or
 - d. The decision of the Director, after consultation with local authorities.
2. Upon Delegation of Fire Management Authority to FFSL, FFSL, or its designee, shall be the primary incident commander in a unified command environment with the agency having jurisdiction.

3. Deployment of aviation assets on pre-planned dispatch, as established by the State, does not cause an automatic Delegation of Fire Management Authority.

VI. Extended Attack.

1. Immediately upon Delegation of Fire Management Authority, the incident commander shall record a timestamp via radio with the Interagency Fire Center servicing the incident.
2. The Crew Time Report (“CTR”) or Shift Ticket of all resources not covered by a no-cost local agreement, such as an automatic aid system or other inter-local agreement, shall also reflect the timestamp recorded in Section VI(1).
3. Immediately upon Delegation of Fire Management Authority, a new CTR or Shift Ticket shall be started for all resources to be used in the Extended Attack.
4. All incident commanders named on the incident organizer shall sign delegation documentation. Resource needs shall be reevaluated in the transition from IA to Extended Attack.
5. Upon Delegation of Fire Management Authority, and if the Participating Entity is compliant with relevant statutes, regulations, and the terms of this Agreement, FFSL shall be financially responsible for wildland fire suppression costs incurred beyond IA.

VII. Wildland Fire Response Training and Certification.

1. The Participating Entity shall ensure Firefighters providing IA within the Participating Entity’s jurisdiction are trained in NWCG S130 Firefighter Training and S190 Introduction to Wildland Fire Behavior.
2. The Participating Entity shall ensure firefighters providing IA within the Participating Entity’s jurisdiction have completed RT130 Annual Fireline Safety Refresher Training prior to each statutory “closed fire season,” as defined in Utah Code Section 65A-8-211.
3. Upon Delegation of Fire Management Authority, FFSL may release from IA, or reassign to other firefighting duties, any Firefighter not certified as a NWCG Wildland Firefighter II.

VIII. Wildland Fire Response Equipment Standards.

1. The Participating Entity shall ensure engines, water tenders, hand tools, and water handling equipment used for response to wildland fire on nonfederal land within the Participating Entity’s jurisdiction meet the National Wildfire Coordinating Group standards and, if applicable, the FFSL Fire Department Manual standards.

IX. Wildland Fire Cost Recovery Actions.

1. Pursuant to Utah Code Title 65A and Utah Administrative Code R652, and when an investigation reasonably shows a person or persons started a wildfire by acting in a negligent, reckless, or intentional manner, the Participating

Entity shall initiate a civil action to recover all wildland fire costs incurred for a particular wildland fire (“Cost Recovery Action”), except for when Delegation of Fire Management Authority has occurred. FFSL may assist the Participating Entity in a Cost Recovery Action under this Section IX(1).

2. The Participating Entity shall notify FFSL once it has initiated a Cost Recovery Action.
3. If the Participating Entity recovers from a Cost Recovery Action, the Participating Entity shall provide to FFSL documentation verifying wildland fire costs by the Participating Entity and the legal costs incurred for the Cost Recovery Action.
4. The Participating Entity may retain costs recovered up to and not exceeding its incurred wildland fire costs—including legal fees in pursuing the Cost Recovery Action. All other recovered costs shall be tendered to FFSL for distribution amongst other entities with incurred suppression costs.
5. The value of costs incurred and recovered by the Participating Entity may reduce the Participating Entity’s Historic Fire Cost Average and Participation Commitment.
6. FFSL may initiate a Cost Recovery Action at any time, including when Delegation of Fire Management Authority has occurred and upon notice by the Participating Entity under Section IX(4).

X. Probation Status.

1. At the end of each calendar year, FFSL shall review the Participating Entity’s compliance with the terms of this Agreement.
2. If the Participating Entity is out of compliance, FFSL shall place the Participating Entity on “Probation Status” and provide the Participating Entity with a “Probation Notice” including:
 - a. Notice of the Probation Status;
 - b. The reason for the Probation Status;
 - c. The action(s) the Participating Entity must take to remedy the Probation Status; and
 - d. The time frame within which the Probation Status may be remedied.
3. If the reason for the Probation Status is the Participating Entity’s failure to fulfill its Participation Commitment for the previous calendar year:
 - a. The Participating Entity shall fulfill its Participation Commitment for the previous year and its Participation Commitment for the current calendar year within the Probation Notice time frame;
 - b. FFSL shall credit the Participating Entity’s Participation Commitment expenditures and actions toward the Participating Entity’s outstanding obligation before it may credit the expenditures and actions toward the current obligation;
 - c. FFSL may, based on evidence of a good faith effort to comply with Section X(3)(a) and at the sole discretion of FFSL, extend the

- Probation Notice time frame if the underlying noncompliance is not timely remedied; and
- d. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame.
4. If the reason for the Probation Status is the Participating Entity's noncompliance with one or more terms of this Agreement, apart from a failure to fulfill its Participation Commitment:
 - a. The Participating Entity shall remedy the underlying noncompliance that led to the Probation Status within the Probation Notice time frame;
 - b. FFSL shall lift the Probation Status if the underlying noncompliance is remedied within the Probation Notice time frame; and
 - c. FFSL may, pursuant to Section XI, revoke this Agreement if the underlying noncompliance is not remedied within the Probation Notice time frame.
 5. For the duration of the Probation Status, this Agreement remains valid.

XI. Revocation.

1. FFSL may revoke this Agreement by providing written notice to the Participating Entity no later than forty-five (45) days from the start or end of the statutory fire season, as defined in Utah Code Section 65A-8-211.
2. If the Participating Entity signed and returned the Annual Participation Commitment Statement to FFSL, a revocation by FFSL shall be effective in the calendar year following the year the Annual Participation Commitment Statement was signed and returned.
3. The Participating Entity may revoke this Agreement by:
 - a. Providing written notice to FFSL of its intent to revoke this Agreement; or
 - b. By failing to sign and return the Annual Participation Commitment Statement to FFSL, unless a written extension for return has been granted by FFSL.
4. Any revocation of this Agreement is considered a termination of the Agreement.
5. If either FFSL or the Participating Entity revokes this Agreement, the Participating Entity may only enter into a new CWS cooperative agreement with FFSL if the Participating Entity meets the requirements under Utah Administrative Code R652-121 and the Participating Entity pays FFSL all outstanding wildland fire suppression costs in full.
6. If FFSL revokes this Agreement after the Participating Entity was placed on Probation Status, the Participating Entity shall be responsible for all costs of wildland fire suppression incurred by FFSL within the Participating Entity's jurisdiction from the date of the Probation Notice to the revocation of this Agreement.

7. A revocation of this Agreement by FFSL may be informally appealed to the Director within thirty (30) days of the notice of revocation being provided.

XII. Renewal, Amendment, and Compliance with Applicable Laws.

1. If neither FFSL nor the Participating Entity revoke this Agreement under Section XI, this Agreement may renew for a consecutive five (5) year term.
2. There is no renewal limit.
3. The terms of this Agreement may be amended at any time by written agreement, signed by the Parties.
4. The terms of this Agreement shall be subject to and, at the end of each five (5) year term, amended as necessary to comply with Utah Code Title 65A and Utah Administrative Code R652.
5. This Agreement is made pursuant to the provisions of all applicable laws and subject to the rules and regulations of the departments and agencies of the State of Utah presently in effect and to such laws, rules, and regulations as may be hereafter promulgated.

XIII. Community Wildfire Preparedness Plan.

1. The Participating Entity shall adopt a Community Wildfire Preparedness Plan ("CWPP") or, subject to FFSL's approval, equivalent wildland fire preparedness plan.
2. Following adoption, the Participating Entity shall update the CWPP or equivalent wildland fire preparedness plan at least every five (5) years initial adoption from initial adoption.
3. The Participating Entity shall implement prevention, preparedness, and mitigation actions identified in its CWPP or equivalent wildland fire preparedness plan.

XIV. Wildland Urban Interface.

1. The Participating Entity has adopted the Utah Wildland Urban Interface Code, as defined in Utah Code Section 65A-8-401.
2. The Participating Entity shall annually report on enforcement of the wildland urban interface building standards adopted by the Participating Entity.
3. If the State adopts a different version of the Code, the Participating Entity shall adopt within two years the same version of the Code.
4. The Participating Entity designates the following position as responsible to enforce the WUI code: _____.
5. The Participating Entity shall provide to FFSL the map of the zone where the wildland urban interface building standards are enforced. If the Participating Entity makes changes to the map they shall provide to FFSL the current map within 90 days of adoption.
6. The Participating Entity shall comply with all statutes, regulations, policies, and other requirements relating to wildland urban interface property.

7. If the Participating Entity chooses to perform lot assessments under the High Risk Wildland Urban Interface program, they must do so in accordance with policy established by FFSL.

XV. Miscellaneous.

1. This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
2. At all times during this Agreement, the Participating Entity shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
3. The Participating Entity shall be fully liable for the actions of its agents, employees, officers, and partners and shall fully indemnify, defend, and hold harmless FFSL and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of the Participating Entity's performance of this Agreement to the extent caused by any intentional wrongful act or negligence of the Participating Entity, its agents, employees, officers, or partners, without limitation; provided, however, the Participating Entity shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of FFSL. In the event there is a conflict between this provision and Utah Code Sections 65A-8-101-403 or other provisions of State law, State law shall govern. The Parties are governmental entities under the Utah Governmental Immunity Act (the "Immunity Act"). Nothing contained herein shall be construed in any way to modify the limits of liability set forth in the Immunity Act or the basis for liability as established in the Immunity Act. Nothing contained herein shall be construed as a waiver by any Party of any defenses or limits of liability available under the Immunity Act and other applicable law. The Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.
4. The Participating Entity agrees to abide by the following federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. The Participating Entity further agrees

to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of the Participating Entity's employees.

5. The Participating Entity may not assign, sell, transfer, subcontract, or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of FFSL.
6. A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. No waiver of any term of this Agreement is valid unless in writing.
7. The invalidity or unenforceability of any provision, term, or condition of this Agreement shall not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which shall remain in full force and effect.
8. This Agreement may only be modified by the mutual written agreement of the Parties. If modified, the modification will be attached and made part of this Agreement.
9. This Agreement, constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
10. In the event of any conflict or disagreement between this Agreement and any applicable statute or regulation, the statute or regulation shall control.

SIGNATURES ON FOLLOWING PAGE

UTAH DIVISION OF FORESTRY, FIRE AND STATE LANDS


FFSL Area Manager Signature Name Date

State Forester/Division Director Signature Name Date

PARTICIPATING ENTITY

Chief Executive Signature Name Date

**APPROVED AS TO FORM
UTAH ATTORNEY GENERAL'S OFFICE**



Connor Arrington (Jan 15, 2026 13:27:10 MST) **Connor Arrington** 01/15/2026
Assistant Attorney General Signature Name Date

Cooperative Wildfire System
2026 Participation Commitment Statement

Participating Entity: Price City

PC Amount: \$ 0

	Proposed Action: <i>Be specific in describing the expected accomplishment</i>	CWPP Goal: <i>Proposed actions should correlate to long-term goals found in the CWPP</i>	Category: <i>Mitigation, Prevention, Preparedness</i>	Value: <i>The dollar amount applied this year</i>
1)	NA	NA	NA	\$ 0
2)				
3)				
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				



Utah Division of Forestry, Fire and State Lands
 1594 West North Temple
 P.O. Box 145703
 Salt Lake City, UT 84114

Why are these actions the most impactful way to reduce wildfire risk for this PE?
Consider the highest wildfire risk areas within the boundary and the values to protect from the threat of wildfire.

[Empty text box for response]

Utah Division of Forestry, Fire and State Lands

Area Manager Signature

Print Name

Date

CWS Manager Signature
Joseph Anderson

Print Name

Date

Participating Entity

Chief Executive Signature

Title

Print Name

Date

By signing this document, the Participating Entity and FFSL agree that these proposed actions adhere to the intent of CWS to reduce the impact of catastrophic wildfire to local communities.



Utah Division of Forestry, Fire and State Lands
1594 West North Temple
P.O. Box 145703
Salt Lake City, UT 84114



**Utah Wildfire Resource Memorandum of Understanding
Between
Utah Division of Forestry, Fire and State Lands
And**

Price City

This Utah Wildfire Resource Memorandum of Understanding (“MOU”) is made by and between Price City Fire Department, hereinafter referred to as the “Department” or “District” as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as the “Division.” This MOU is an addendum to the Cooperative Agreement between the Division and the Department or District. The “Department” or “District” and the “Division” shall hereafter be referred to jointly as “Parties.” The term of this MOU shall be five (5) years from the Effective Date.

PURPOSE OF MOU:

This MOU provides a mechanism for procurement, use, and compensation for wildfire services provided to the State of Utah and its cooperators by the Department or District outside of its jurisdictional area of responsibility or service area pursuant to the cooperative agreement. This MOU may also be used for other declared All-Hazard emergencies covered under the Stafford Act.

This MOU does NOT support or allow for the use of Supplemental Firefighters and/or Supplemental Fire Department Resources as defined herein.

DEFINITIONS:

- Agency Administrator The official responsible for managing a geographic unit or functional area with statutory authority over fire mitigation. They make critical strategic decisions, oversee incident management, and represent the agency's interests.
- Area Duty Officer An on-call, qualified manager responsible for oversight, coordination, and initial decision-making for wildland fire responses and daily preparedness within a specific geographic area.
- Assignment extension Work commitment beyond the standard 14-day assignment period excluding travel.
- Closest Forces or District The use of the closest available, appropriate, qualified firefighting resources, regardless of agency, for initial attack.

Cost To Government	This refers to the inclusion of direct compensation, benefits and other personnel costs associated with an individual's billing rate.
Department	Refers to the fire Department or fire District that is party to this MOU.
FEPP	The Federal Excess Personal Property (FEPP) program allows for excess federal property to be loaned to a state or territory for use in rural or wildland fire protection programs. The property remains titled with the federal government and is returned when the state or territory no longer uses the property.
Fire Management	All activities required to manipulate wildland fire for protection of at risk values, enhanced public safety, and land management objectives. Activities include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning, and preparation.
FBS	The Fire Business System (FBS) is a web-based billing system used by the Division under this MOU.
Independent Action	Action taken on lands under the protection responsibilities of another agency or entity without the notification and approval of that agency or entity.
Jurisdictional agency	The agency having land and resource management responsibility for a specific geographical or functional area as provided by law.
Mutual Aid	Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Compensation is agreed to by the jurisdictional agencies involved.
NWCG	The National Wildfire Coordinating Group (NWCG) provides national interoperable leadership in wildland fire operations among federal, state, local, Tribal, and territorial partners.
State Compact	A state fire compact is a legally binding, congressionally approved agreement between two or more states designed to facilitate mutual aid, resource sharing, and cooperation in the prevention, control, and suppression of forest fires and other wildland emergencies.
Supplemental Fire Fire Fighters, Supplemental Fire Department Members, or Supplemental Fire District Members	An individual from a local fire department who is brought in through an agreement to support incidents outside of the individual's regular jurisdiction or mutual aid zone. These individuals are not permanent members of the sponsoring fire departments and are mobilized for specific responses. This does not include Utah fire department personnel with an MOU supporting the efforts of another Utah fire department.

UWCAC

The Utah Wildfire Cooperator Advisory Council (UWCAC) is convened by the Utah State Forester to advise and support the Division of Forestry, Fire and State Lands' wildfire management program's oversight and implementation of the MOU.

Wildland Fire

An unplanned, uncontrolled, or unwanted fire that burns in vegetative fuels such as forests, grasslands, or shrublands.

RECITALS:

WHEREAS, it is in the best interest of the State of Utah and its cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control;

WHEREAS, the Division has the responsibility to determine and execute the best method for protecting private and public property in Utah from wildfire;

WHEREAS, the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division or its partners or cooperators quicker and more effectively than any other assets or resources in the state;

WHEREAS, the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS, the Department or District, may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.

NOW THEREFORE, the parties to this MOU do hereby agree as follows:

THE DIVISION AGREES:

1. To provide personnel and wildland firefighting resources inside the jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities, and has requested assistance from the Division or its cooperators.
2. To make available organizational training, technical assistance, and other expertise to the Department or District.
3. To maintain a level of firefighting capacity within the state utilizing Division resources, District or Department resources, and State Compact resources that will support effective fire suppression within Utah.
4. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through custodial agreement(s). This includes programs like FEPP.
5. To produce, update, and distribute a handbook or manual that references rates, procedures, and other references associated with this MOU.
6. To provide any necessary forms required of the Department or District to execute its responsibilities under this MOU.

7. That the Department or District may refuse to furnish fire, EMT, ambulance, or other personnel and equipment outside of its jurisdictional boundary, if by furnishing the requested personnel, the Department or District's resources would be reduced to a level where it can no longer maintain adequate fire protection or public safety within its jurisdictional boundary or service area.
8. Pursuant to NWCG guidelines and standards, inspect the Department or District's equipment annually or prior to use, as determined by the Division (the "Inspection"). Random testing of pumping and drafting capabilities and inspection of the radio programming may also occur during the Inspection. The Inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.
9. To review and certify NWCG qualifications annually. This includes maintaining training files in the Incident Qualification System (IQS) database, reviewing and certifying performance task books, and producing Qualification Cards (Red Cards).

THE DEPARTMENT OR DISTRICT AGREES:

1. To notify the nearest interagency fire center of any wildland fires that may threaten or are currently impacting state or federal jurisdiction as soon as possible. The Department or District further agrees to provide the jurisdictional agency with a fire report on all known wildland fires for which the Department or District wishes to be reimbursed. The fire report is required for payment. **Note:** if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. To adhere to the State of Utah's prioritization of wildland firefighting resources. Consequently, requests for out-of-area assignments will be processed according to the following order of precedence: (a) Non-federal land within Utah, (b) Federal land within Utah, (c) Compact states, (d) Other out-of-state jurisdictions.
3. To obtain approval from the Divisions Area Duty Officer before going available outside of the local interagency fire dispatch zone.
4. That it may be requested to engage in fire management outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no longer maintain an adequate level of fire protection within its own jurisdictional boundary or service area.
5. To coordinate with the assigned Division Area Duty Officer before extending resources beyond the standard 14 day assignment or swapping crews on assignments outside of Utah.
6. To maintain and make available for use at the request of the Division, a work force and the equipment identified in this MOU. The Department or District further agrees to maintain at the ready the Division's Fire Department Manual and Rate Book and the Fire Department Fire Rate Agreement contained within FBS.
7. To follow direction and supervision consistent with NWCG chain of command while engaged in suppression or fuels management activities.

8. To maintain on board all vehicles listed on the Fire Department Fire Rate Agreement the following documentation:
 - a. A current equipment inventory list
 - b. Letter of Cooperator verification
 - c. A copy of the Fire Department Rate Agreement
 - d. A copy of this MOU
 - e. Division's Fire Department Manual and Rate Book (current year)
 - f. Vehicle registration, DOT safety inspection and proof of vehicle insurance
9. To ensure that all vehicles are operated within, and never exceeding, the maximum Gross Vehicle Weight Rating (GVWR) specified by the manufacturer.
10. To ensure that each firefighter engaging in direct fire suppression, structural protection, or prescribed fire has a current "red card" in his or her possession while working under this MOU. Further details are found in the Division's Fire Department Manual and Rate Book.
11. To use the FBS for all reimbursement invoicing for services rendered under this MOU.
12. To work with local Division area offices to establish FBS profiles and to participate in mandatory bill submission training.
13. To submit requests for reimbursement to the Division's area office within thirty (30) days after release from the assignment in the manner and form prescribed by the Division. Claims for incidents beginning before July 1 shall be submitted before July 30 for State fiscal year closeout. **No requests for reimbursement will be accepted after the end of the calendar year for past year activities more than 30 days old.**
14. To maintain wildland fire training records, qualifications, and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter (i.e. "red card") certifications.
15. To provide the Division with source documentation verifying accredited training as prescribed by NWCG and supplemented by the Division, and to provide the Division access to wildland training files in order to certify wildland firefighting credentials.
16. To provide performance evaluations for 90% of assignments lasting more than five days. Performance evaluations shall be included within the billing package as prescribed by the Fire Department Manual.
17. To request red cards annually following completion of all required training.
18. To maintain at all times adequate workers' compensation coverage or other employer liability policy reasonably sufficient for the size and operations of the Department or District. And to take all necessary measures to ensure that coverage extends beyond state lines when the Department or District responds to an out-of-state request for resources.
19. To provide self-insurance or to maintain adequate insurance coverage with a carrier authorized to conduct business within the State of Utah, including a commercial general liability policy with limits no less than \$1,000,000 per occurrence and general aggregate limit. And to take all necessary measures to ensure that coverage extends beyond state lines when the Department or District responds to an out-of-state request for resources.
20. Automobile insurance coverage of \$1,000,000 combined single limit for each occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death to any person or damage to property arising out of the ownership, maintenance or use of any vehicle.

21. The Division shall not be liable or responsible for damage or injury to any individual or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by the Department or District or its employees performing under this MOU including travel to and from an incident, whether within or outside the state. The Division shall be indemnified and held harmless against claims for damage or injury in such cases.
22. To comply with the Division's incident and near-miss reporting guidance while assigned to incidents, projects, or activities. Any incident, accident, injury, vehicle mishap, operational safety concern, or near-miss occurring through the use of this MOU must be reported using the Division Incident Reporting Survey.
23. Unless covered by the Stafford Act 42 U.S.C. Section 4121 et seq., the Division will not reimburse for non-wildland fire incidents. Departments or Districts shall coordinate with the Division before deploying to any non-wildland fire incidents if the Department or District intends to use this MOU for reimbursement.

IT IS MUTUALLY AGREED:

1. The Parties shall each be responsible for their own losses arising out of the performance of this MOU. Each Party, including its employees, agents, and representatives, operating within the scope of this MOU, hereby waives any claim against any other Party for any loss, damage, personal injury, or death resulting from the performance of this MOU; provided however, that this provision shall not relieve any Party from responsibility for claims of third parties for losses for which the Party is otherwise legally liable. Third party claims will be processed by the Jurisdictional Agency.
2. Damage to Department or District equipment that is caused by a non-negligent act can be submitted to the jurisdictional agency through the established comps claims process. Where applicable, the Department or District shall utilize insurance first and additional non-covered costs will be evaluated and approved or denied through the process identified in the Standards for Interagency Incident Business Management Handbook, recognizing that the jurisdictional Agency Administrator will make the final determination.
3. That the Parties are governmental entities as defined in the Utah Governmental Immunity Act, Utah Code Chapter 63G-7 (the "Act"). Nothing in this MOU shall be construed as a waiver by either Party of any protections, rights, or defenses applicable to each Party under the Act, including without limitation the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the Parties to incur by contract any liability for the operations, acts, or omissions of the other Party or any third-party and nothing in this MOU shall be so interpreted or construed.
4. Where the Act does not apply, including in circumstances where the Department or District responds to an out-of-state resource request, to the fullest extent permitted by law, the Division, the Department of Natural Resources, and the State of Utah on the one hand and and the Department or District on the other hand mutually agree to defend, indemnify and hold each other and their agents, employees, and representatives harmless from and against all claims, damages, losses, and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this MOU, except that each party shall bear liability to the extent that it is called for by law.
5. That claims arising from weight and balance, structural modifications, and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the

fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP, that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Fire Department Fire Rate Agreement.

6. The Division will pay and reimburse the Department or District for fire suppression services including equipment and personnel listed on the Fire Department Rate Agreement. Rates are established by the Division and in coordination with the UWCAC and may be adjusted annually. Payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency with jurisdiction. Upon mutual agreement between the jurisdiction and the Division, the Department or District may receive reimbursement for services provided during extended attacks within their own service area, provided those services fall outside the established budget of the District or Department.
7. The Department or District shall also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, when the jurisdictional agency has been informed of the wildland fire and the jurisdictional agency requests Department or District support. Notwithstanding, suppression action may occur in order to protect the Department or District's jurisdiction or neighboring jurisdictions without notification to the jurisdictional agency, in this case there is no reimbursement under this MOU.
8. Resources will be tracked by the local Interagency Fire Center through systems such as IROC or WildCad (InFORM). Resources covered under this MOU shall comply with ICS/NIMS demobilization procedures and not "self-demobilize" from the assigned incident.
9. Radio communications equipment standards under this MOU shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
10. Staffing of ordered equipment shall follow the standard staffing identified in the Fire Department Rate Agreement. Staffing that exceeds the standard staffing identified in the Fire Department Rate Agreement or extra personnel must be approved by the Duty Officer at the time of the dispatch request.
11. Cost to Government rates for personnel, decided upon by UWCAC, may be utilized in place of standard personnel rates by Department or Districts. Updates to rates must be submitted annually outside of the statutory fire season (June 1st - October 31st). Additional updates to cost to government rates may be made only if time allows.
12. Support and Command vehicles are only eligible for compensation on a case-by-case basis and if ordered and/or approved by the Division. In order to be eligible for compensation, Support and Command vehicles must appear on the Department or District's Fire Rate Agreement.
13. Payment to the Department or District will be made for services rendered. The Division will not be responsible for any payment or distribution of funds to individuals or entities other than the Party(ies) to this MOU.
14. The Department or District will be reimbursed as set forth in the Fire Department Rate Agreement.
15. Equipment under the Fire Department Rate Agreement is not eligible to receive reimbursement for loss, damage, or destruction due to ordinary wear and tear. Damage resulting from driver/operator negligence or poor maintenance will be the responsibility of the Department or District.

16. Consumable supplies such as, but not limited to, foam concentrate, MREs, or backfiring fusees may be replaced by the incident through a General Message Form (ICS-213) subject to approval by the line supervisor or Duty Officer representative.
17. Fire department personnel party to this MOU, are eligible for 3 days (up to 30 hours, and no more than 10 hours per day) of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days excluding travel to and from assignment outside their area of jurisdictional responsibility. R&R must occur on the days immediately following the assignment and may not be requested on regularly scheduled days off. Schedules may be requested by the Division to verify days off. The cost of R&R will be charged to the last ordering incident worked. Personnel cannot claim R&R pay while claiming pay for any other shift or work at the same time.
18. NWCG mandates that personnel receive adequate rest between wildland fire assignments. However, the local entity has the discretion to choose whether returning personnel will take R&R or work at their home unit upon completion of an assignment.
19. This MOU may be modified only by written amendment, signed by the Parties.
20. Under the Master Agreement between the Division and its Federal partners, the Division does not have the authority to allow for the use of Supplemental Fire Department Resources through this MOU. There will be no reimbursement for Supplemental Resources.
21. Any Party may terminate this agreement by written notice, thirty (30) days in advance of the effective date of such termination.
22. The Parties' performances under this MOU shall be without discrimination as to race, color, creed, sex, or national origin.
23. All notices required by this MOU shall be in writing delivered to the person and address specified below or to such other persons or addresses as the Parties may designate.
24. Execution of this MOU by a Department or District constitutes acceptance of rates as described in the annual publication of the *Fire Department Manual and Rates*.

SIGNATURES

Department or District:	Division of Forestry, Fire and State Lands
Address:	Address:
Phone #:	Phone #:
Authorized Agent:	Authorized Agent:
Authorized Signature:	Authorized Signature:
Date:	Date:
This UWRMOU was approved as to form without modifications by Connor Arrington, Assistant Attorney General, on May 1, 2026.	

Participating Entity Representative: _____

Date: _____

List of Appendices:

- A. Department or District Jurisdictional Boundary Map (provided by District or Department)
- B. Fire Department Rate Agreement

MINUTES

Minutes of the Price Community Development and Renewal Agency Meeting
City Hall, Price, Utah
June 24, 2026, at 6:16 p.m.

Present:

Board Chair Willis

Boardmembers:

Layne Miller
Tanner Richardson
Russell Seeley

Nick Tatton, Executive Director
Jaci Adams, City Recorder
Lisa Richens, Finance Director

Excused: Boardmember Root, Boardmember Urbanik

Staff/Others: See Public Meeting Sign-In Sheet

Board Chair Willis called the Community Development and Renewal Agency meeting to order at 6:16 p.m.

1. AGENDA

a. PUBLIC HEARING. To receive public comment on the Tentative Budget for Fiscal Year 2026-2027.

Board Chair Willis asked for a motion to open the public hearing.

MOTION.

Boardmember Seeley moved to open the public hearing at 6:17 p.m. Boardmember Richardson seconded and motion carried.

Board Chair Willis asked for a motion to close the public hearing.

MOTION.

Boardmember Richardson moved to close the public hearing at 6:18 p.m. noting that no public was in attendance or any public comment received. Boardmember Miller seconded and motion carried.

b. RESOLUTION NO. 2026-01R. A Resolution Adopting the Financial Budget of the Community Development and Urban Renewal Agency of Price City, Utah for the Fiscal Year Ending June 30, 2027.

MOTION.

Boardmember Seeley moved to approve Resolution No. 2026-01R adopting the financial budget of the Community Development and Urban Renewal Agency of Price City, Utah for the Fiscal Year Ending June 30, 2027. Boardmember Miller seconded and motion carried.

Board Chair Willis asked for a motion to close the Community Development and Renewal Agency Meeting.

MOTION.

Boardmember Richardson moved to close the Community Development & Renewal Agency meeting. Boardmember Miller seconded and motion carried.

The Community Development and Renewal Agency meeting was adjourned at 6:19 p.m.

APPROVED:

ATTEST:

Terry Willis, Board Chair

Jaci Adams, City Recorder

DRAFT

Minutes of the City Council Meeting
City Hall
Price, Utah

June 24, 2026

Present:

Mayor Willis

Councilmembers:

Layne Miller

Tanner Richardson

Russell Seeley

Jaci Adams, City Recorder

Nick Tatton, Administrative Director

Lisa Richens, Finance Director

Brandon Sicilia, Chief of Police

Excused: Councilmember Root, Councilmember Urbanik

Staff/Others: See Public Meeting Sign-In Sheet

1. PLEDGE OF ALLEGIANCE

Mayor Willis called the regular meeting to order at 5:30 p.m. Mayor Willis led the Pledge of Allegiance.

2. ROLL CALL

Roll was called with the above Councilmembers and staff in attendance.

3. SAFETY SECONDS

Councilmember Richardson reminded everyone that it is fire season and to be careful with fireworks and also stay indoors when there is smoke from fires.

4. GENERAL BUSINESS/DISCUSSION

a. FEE WAIVER REQUEST. Consideration and possible approval of a fee waiver request for the United Way of Eastern Utah: (1) Peace Garden, Saturday, August 8, 2026, Soles 2 Soles Shoe Event; (2) Terrace Hills Park Pavillion, Saturday, September 12, 2026, Day of Caring. Pam Boyd, Executive Director.

Pam Boyd, Executive Director of United Way of Eastern Utah was in attendance to highlight the upcoming events.

MOTION.

Councilmember Seeley moved to approve a fee waiver request for the United Way of Eastern Utah for use of the Peace Gardens and Terrace Hills Park Pavillion. Councilmember Miller seconded and motion carried.

b. PUBLIC HEARING – BUDGET REVISION. To receive public comment on the year-end budget revision for Fiscal Year 2025-2026.

Mayor Willis asked for a motion to open the public hearing.

MOTION.

Councilmember Miller moved to open the public hearing at 5:36 p.m. Councilmember Seeley seconded and motion carried.

Lisa Richens, Finance Director reviewed in detail the year end revision for Fiscal Year 2025-2026.

Noting there was no public comment, Mayor Willis asked for a motion to close the public hearing.

MOTION.

Councilmember Richardson moved to close the public hearing at 5:49 p.m. Councilmember Miller seconded and motion carried.

c. RESOLUTION NO. 2026-13. A Resolution Amending Resolution No. 2026-4, and Setting Forth the Revised Budget of Price City, Utah, for the Fiscal Year Ending June 30, 2026.

MOTION.

Councilmember Seeley moved to approve and amend Resolution No. 2026-13 setting forth the revised budget of Price City, Utah, for the fiscal year ending June 30, 2026. Councilmember Richardson seconded and motion carried.

d. RESOLUTION NO. 2026-14. A Resolution Adopting the Certified Tax Rate for 2026 of the Price Municipal Corporation.

Mayor Willis and Lisa Richens, Finance Director explained the state decides what the tax rate will be after consideration of new construction, what changes were made to the assessed taxes, etc.

MOTION.

Councilmember Seeley moved to approve Resolution No. 2026-14 adopting the certified tax rate for 2026 of the Price Municipal Corporation. Councilmember Miller seconded and motion carried.

e. PUBLIC HEARING – ENTERPRISE FUND TRANSFER HEARING. To discuss the proposed transfer from the Electric Fund to the General Fund included in the Fiscal Year 2026-2027 Tentative Budget, and to receive public comment on the transfer.

Mayor Willis asked for a motion to open the public hearing.

MOTION.

Councilmember Miller moved to open the public hearing at 5:53 p.m. Councilmember Richardson seconded and motion carried.

Lisa Richens, Finance Director presented specific enterprise fund information which showed the same for the tentative and final budget.

Noting no public comment, Mayor Willis asked for a motion to close the public hearing.

MOTION.

Councilmember Miller moved to close the public hearing at 5:59 p.m. Councilmember Richardson seconded and motion carried.

f. PUBLIC HEARING – TENTATIVE BUDGET. To receive public comment on the Tentative Budget for Fiscal Year 2026-2027.

Mayor Willis asked for a motion to open the public hearing.

MOTION.

Councilmember Miller moved to open the public hearing at 5:59 p.m. Councilmember Richardson seconded and motion carried.

Lisa Richens, Finance Director reviewed in detail the Tentative budget for fiscal year 2026-2027.

Noting no public comments, Mayor Willis asked for a motion to close the public hearing.

MOTION.

Councilmember Miller moved to close the public hearing at 6:02 p.m. Councilmember Richardson seconded and motion carried.

g. RESOLUTION NO. 2026-15. A Resolution Adopting the Financial Budget of the Price Municipal Corporation for the Fiscal Year Ending June 30, 2027.

MOTION.

Councilmember Seeley moved to approve Resolution No. 2026-15 adopting the financial budget of the Price Municipal Corporation for the fiscal year ending June 30, 2027. Councilmember Miller seconded and motion carried.

h. PROJECT 12C-2026 MATERIALS YARD FENCING 600 SOUTH. Consideration and possible approval to award Project 12C-2026 to Southeast Fencing for \$35,794.78. Only one bid was received through the bidding process. Source of project funding is the Water Department.

Mayor Willis spoke on behalf of Miles Nelson, Public Works Director and explained the reason for Project 12C-2026.

MOTION.

Councilmember Richardson moved to approve to award Project 12C-2026 to Southeast Fencing for \$35,794.78. Councilmember Miller seconded and motion carried.

5. CONSENT AGENDA

MOTION.

Councilmember Miller moved to approve consent agenda items a. through f. Councilmember Richardson seconded and motion carried.

- a. MINUTES for 06-10-2026 City Council Workshop, City Council and CDURA.
- b. FUND TRANSFERS. Consideration and possible approval of budgeted year-end fund transfers.
- c. FRAUD RISK ASSESSMENT. Authorization to approve the 2026 Office of the State Auditor Fraud Risk Assessment Questionnaire.
- d. INTERNATIONAL DAYS ENTERTAINMENT CONTRACT. Consideration and possible approval of an entertainment contract between Price City and Heikura Dance School for International Days, \$200.00.
- e. AGREEMENT FOR USE OF WAVE POOL FACILITIES – RATIFICATION. Consideration and possible ratification for an agreement between Price City Desert Wave Pool and Utah State University Eastern for use of wave pool facilities for August 1, 2026 to July 31, 2027.
- f. BUSINESS LICENSES. Brees LLC at 4 E Main St. Brenda Martinez. 2Worlds – Eats at 650 W 300 N for Shirley Bowman. Fisher Fireworks LLC at 406 S Hwy 55 for Craig Fisher. Chugg Soda Shop at 430 S Carbon Ave for Rikilyn Hammer. American Promotional Events at 760 W Price River Dr outside. Catalyst Beauty Collective LLC at 135 W Main St for Delynn Childs. Raven & Rose at 26 E Main St for Brittany Blackham.

6. PUBLIC COMMENTS (LIMITED TO TWO MINUTES PER PERSON/NO ACTION TAKEN ON DISCUSSED ITEMS)

Harry Hansen and Cory Gardner were in attendance to give an update on the progress of the company, Valor Atomics located in Orangeville, Utah.

7. UNFINISHED BUSINESS

Councilmember Miller announced Culture Connection that is scheduled for June 25, 2026 has been cancelled due to smoke in the air.

Mayor Willis asked for a motion to close the regular City Council meeting.

Councilmember Miller moved to close the regular City Council meeting. Councilmember Richardson seconded and motion carried.

The regular City Council meeting was adjourned at 6:13 p.m.

APPROVED:

ATTEST:

Terry Willis, Mayor

Jaci Adams, City Recorder

UNION PACIFIC 24" PIPELINE CROSSING LICENSE AGREEMENT



July 2, 2026
Project: 0804800

PRICE CITY

Re: Proposed One (1) Twenty Four Inch (24") Plastic Pipe Cased In A Thirty Inch (30") Steel Casing For An Underground Water Pipeline Crossing Pipeline Crossing of Railroad Property at Mile Post 0.51 on the Pleasant Valley Subdivision at or near Helper, Carbon County, Utah.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, with Project No. 0804800 referenced, in the amount of **Ten Thousand Dollars (\$10,000.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

Send Electronic Payments to:

Name: Bank of America, Dallas, TX
Union Pacific Account = 3752021457

- ACH Routing Number = 1110-0001-2
- Wire Routing Number = 026009593

Mail Checks to:

Union Pacific Railroad Company
P.O. Box 7412567
Chicago, IL 60674-2568

- **CHECKS ONLY – NO AGREEMENTS**

UP does not currently offer a credit card option for these payments.

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (uprr.marsh.com).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at tledy@up.com.

Sincerely,

Thomas Leddy
Mgr I - Contracts

PIPELINE CROSSING AGREEMENT

Mile Post: 0.51, Pleasant Valley Subdivision
Location: Helper, Carbon County, Utah

THIS AGREEMENT (“Agreement”) is made and entered into as of July 2, 2026, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **PRICE CITY**, to be addressed at 432 West 600 South, Price, Utah 84501 (“Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) twenty four inch (24") plastic pipe cased in a thirty inch (30") steel casing for an underground water pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor’s real property, trackage, or other facilities located in Helper, Carbon County, State of Utah ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated July 2, 2026, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) twenty four inch (24") plastic pipe cased in a thirty inch (30") steel casing for an underground water pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Ten Thousand Dollars (**\$10,000.00**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE’S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (Project No. 0804800)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee:PRICE CITY
432 West 600 South
Price, Utah 84501

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

PRICE CITY

By: _____

By: _____

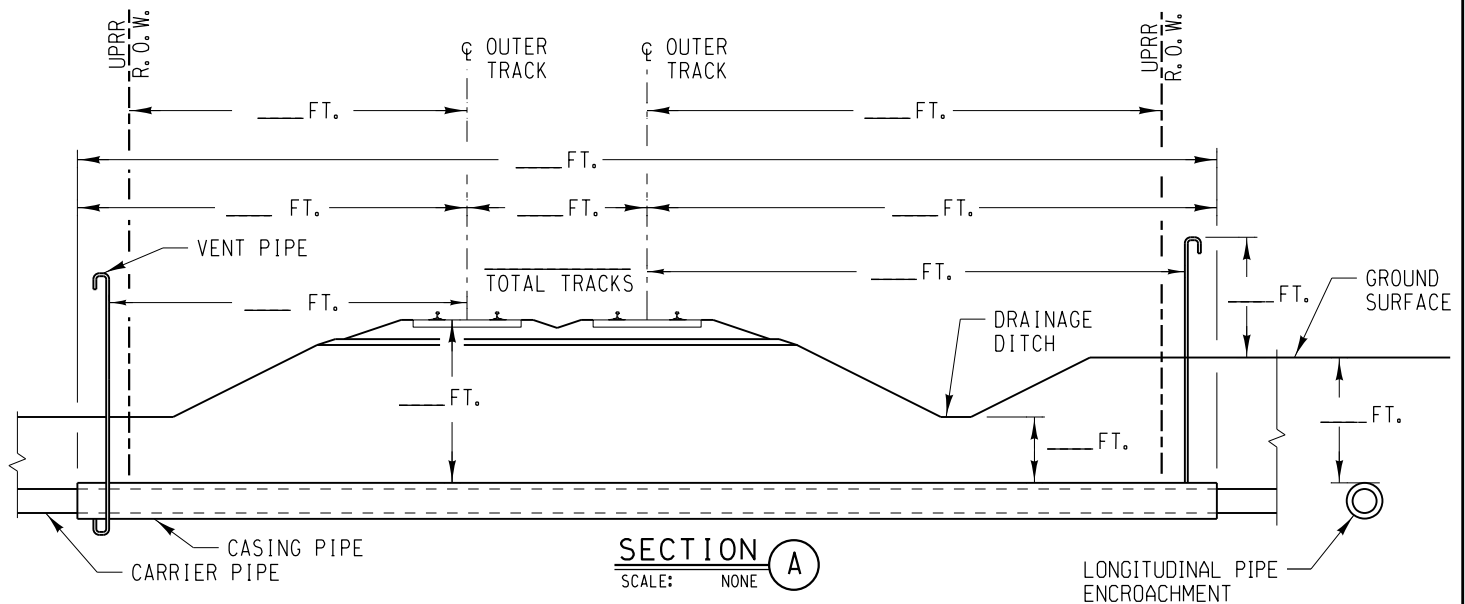
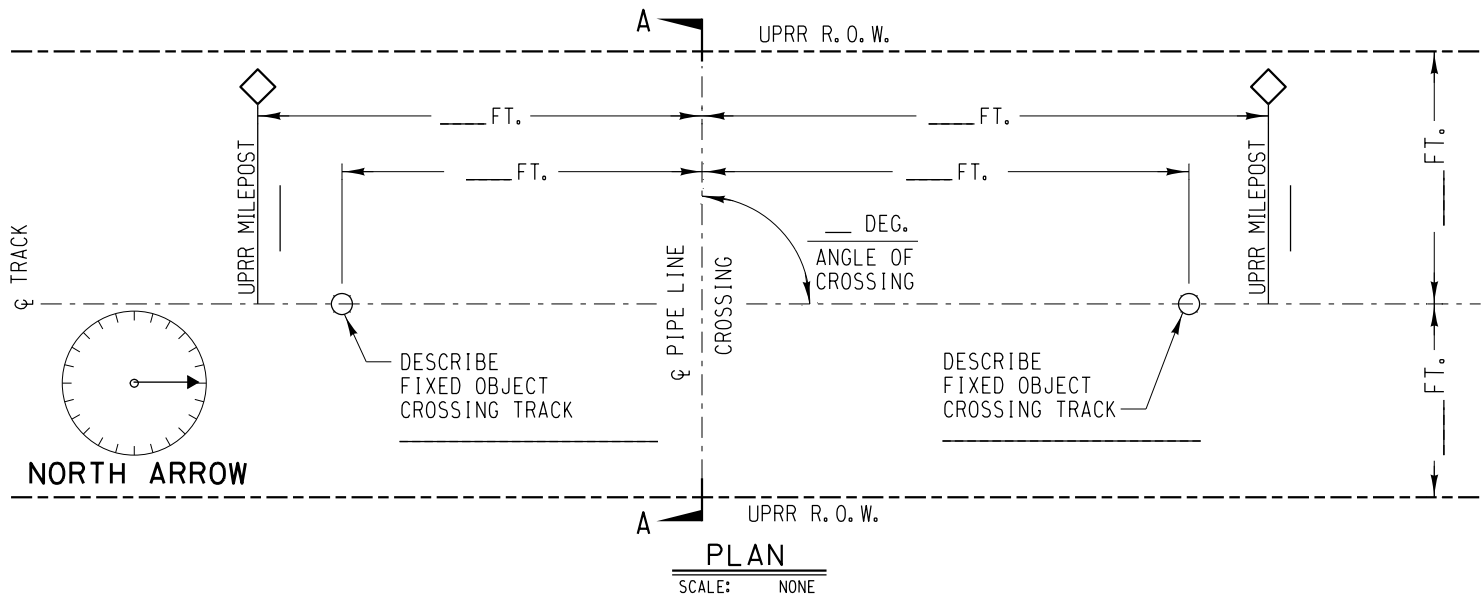
Thomas Leddy
Mgr I - Contracts

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



- NOTES:
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK.
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.3.

- A) METHOD OF INSTALLATION _____
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
 C) SIGNS PROVIDED? _____
 D) CARRIER MATERIAL _____, IF RCP, CLASS V? _____
 COMMODITY TO BE CONVEYED _____,
 OPERATIONAL PRESSURE _____ PSI. MAOP _____ PSI.
 WALL THICKNESS (INCH)/ SCHEDULE _____, DIAMETER _____ IN.
 CATHODIC/COATING PROTECTION _____
 E) CASING MATERIAL _____, IF RCP, CLASS V? _____
 TOTAL LENGTH CASING PIPE: _____ FT.
 WALL THICKNESS _____ IN. DIAMETER _____ IN.
 CATHODIC/COATING PROTECTION _____
 CASING PIPE IS _____ AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES _____ AND _____.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION:	
TRACK TYPE:	
M.P.:	LAT.:
E.S.M.:	LONG.:
NEAREST CITY:	COUNTY: STATE:
APPLICANT:	
FILE NO.:	DATE: /5 of 14

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

COOPERATIVE WILDFIRE SYSTEM POLICY AND PROCEDURES MANUAL

2025



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

Edited by: Joseph Anderson, CWS Manager

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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.**

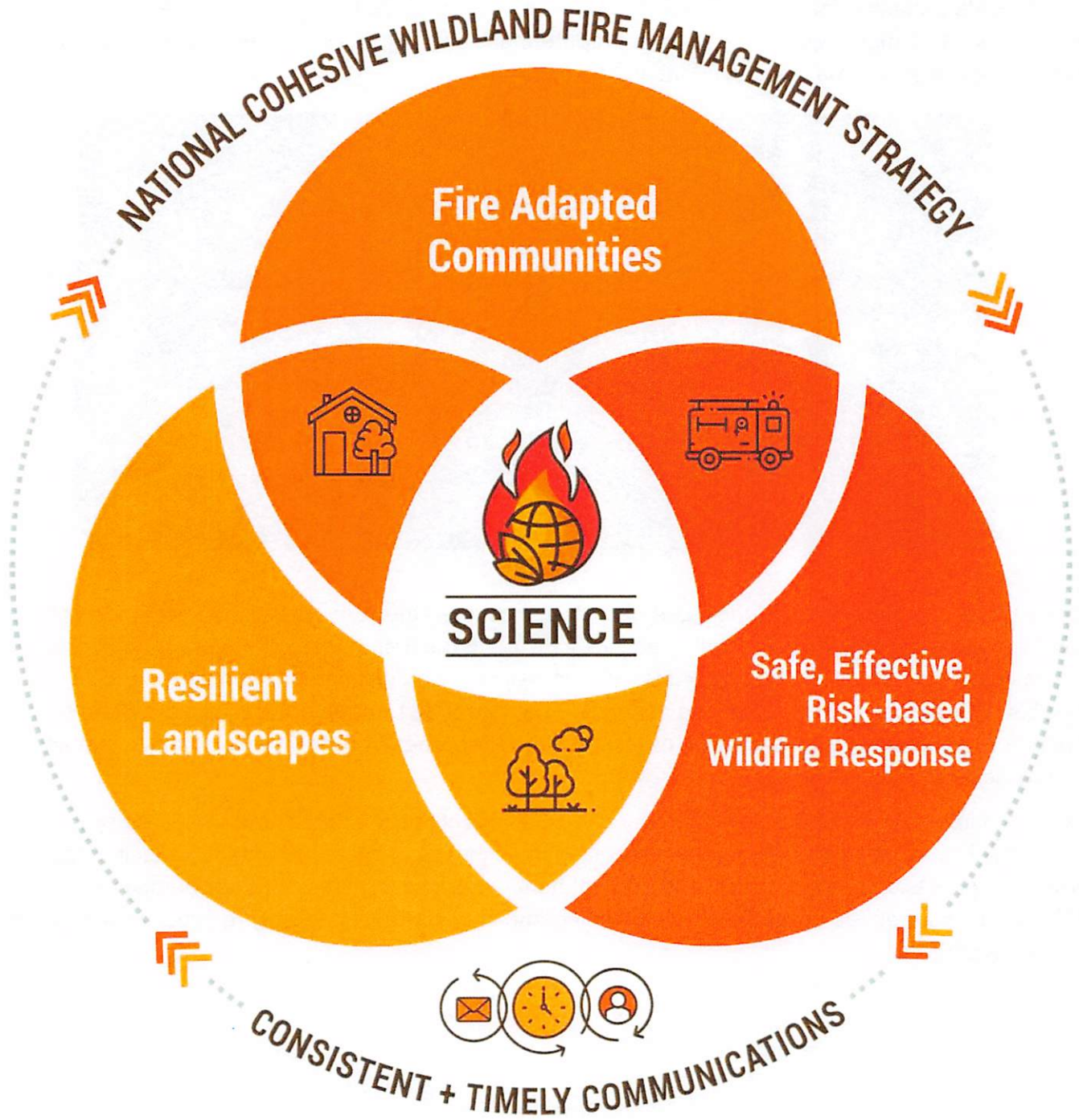
Since CWS’ inception in 2017, the State of Utah has covered the costs of large and extended attack wildfires on behalf of local participating entities (“PE”s). In the first 6 years of the program, the result was a financial cost to the State of \$4,593,153 on behalf of participating municipalities, and \$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.

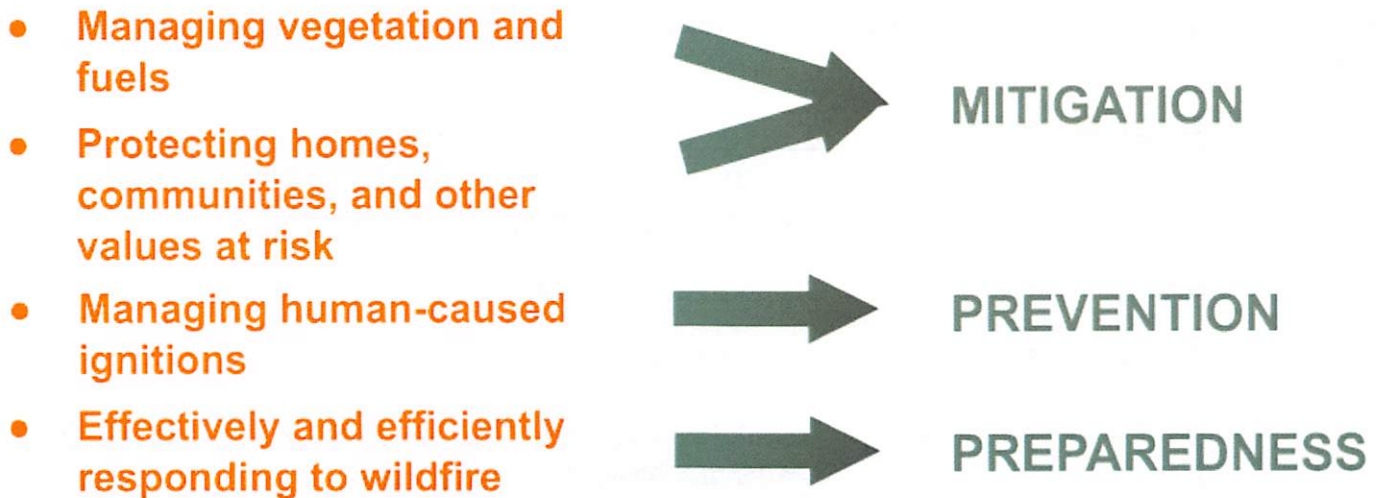
National Cohesive Wildland Fire Management Strategy

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>

REVOCACTION

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.

WILDFIRE RISK ASSESSMENT
+ AVERAGE HISTORIC FIRE COSTS

= PARTICIPATION COMMITMENT

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.

WILDFIRE RISK ASSESSMENT = (Risk Acres) x (Assessment Value) x (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.

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

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://qacc.nifc.gov/oscc/cwq/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.

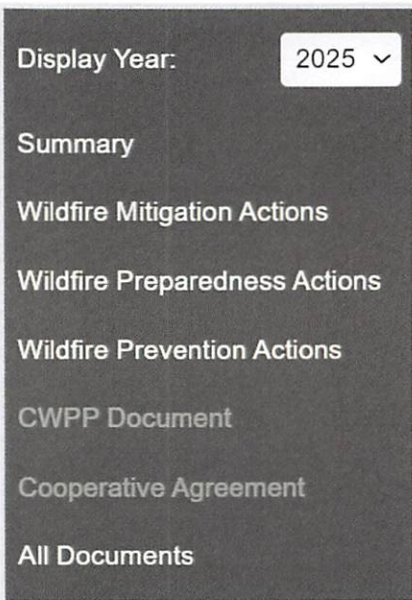
CWS SOFTWARE

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”.

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 employees 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 30 th	PE	Completed PC Statements due to FFSL
December 31 st	PE	Signed PC Statement due to FFSL
December 31 st	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](#)

Cooperative Wildfire System **NEW FOR 2025**



DIRECT PAYMENT

Utah Code 65A-8-203 (4)(d)

CWS Participating Entities have the option in 2025 to pay the division directly for their annual participation commitment. This may be helpful for entities with low wildfire risk or entities that are behind on their participation commitment. Direct payments received by the division are added to the state's Wildland Urban Interface Prevention, Preparedness, and Mitigation fund are to be distributed statewide.

FIRE HISTORY COSTS

Utah Administrative Rule R652-122

The calculation for wildland fire suppression costs will only include "non-federal" acres. This impacts all participating entities that have historic fires that include federal land. Historic fire costs have been recalculated for the previous 10 years, and annual participation commitment statements will be adjusted accordingly. For many participating entities, this will result in increases to participation commitment.

NEW COOPERATIVE AGREEMENT

The new agreement will reflect legislative and policy changes to CWS. A new Cooperative Agreement to participate in CWS will be released in the 4th quarter of 2024.

WILDFIRE RISK ASSESSMENT

Utah Code 65A-8-203 (8)(c)

The Wildfire Risk Assessment costs are now adjusted for inflation using the Consumer Price Index. These adjustments will be reflected on annual participation commitment statements.

Cooperative Wildfire System *Guidelines for PC Actions*



PREVENTION PREPAREDNESS MITIGATION

RECOMMENDED ACTIONS:

- Thinning of hazardous fuels.
- Prescribed fire of hazardous fuels.
- Trails that create a fuel break.
- Community chipping events.
- Maintenance of previous fuel reduction projects.
- Equipment used for fuel reduction.

RECOMMENDED ACTIONS:

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

RECOMMENDED ACTIONS:

- 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 enforcement.

ACTIONS NOT ALLOWED:

- Initial attack costs on wildfires (including maintenance).
- Mitigation that produces a profit for the PE.
- Activity funded by other state funds or state-administered federal funds.
- State or federal costs for trainings.
- Salaries of employees (excluding time on specific actions).

This list is not comprehensive, so please work with your local FFSL Area Manager when planning for projects not addressed here.

**Cooperative Wildfire System
2026 Participation Commitment Calculation
for Participating Entity: Price**

TOTAL PARTICIPATION COMMITMENT: \$0

*Participation Commitment is calculated by adding the Risk Assessment by Acres to the
Historic Fire Cost Average in each jurisdiction, per R652122300 (2017).*

WILDFIRE RISK ASSESSMENT

	Medium Risk	Acres	High Risk	Acres	Cost
Municipal	\$2.62	0	\$4.58	0	\$0
County	\$0.39		\$0.52		\$0
TOTAL:					\$0

HISTORIC FIRE COST AVERAGE

Year	Nominal Fire Suppression Costs	Inflation Rate	Real Fire Suppression Costs
2015	\$0	1.36	\$0
2016	\$0	1.34	\$0
2017	\$0	1.31	\$0
2018	\$0	1.28	\$0
2019	\$225	1.26	\$284
2020	\$0	1.23	\$0
2021	\$0	1.21	\$0
2022	\$0	1.13	\$0
2023	\$0	1.06	\$0
2024	\$0	1.03	\$0

AVERAGE (removing the high year and low year): \$0

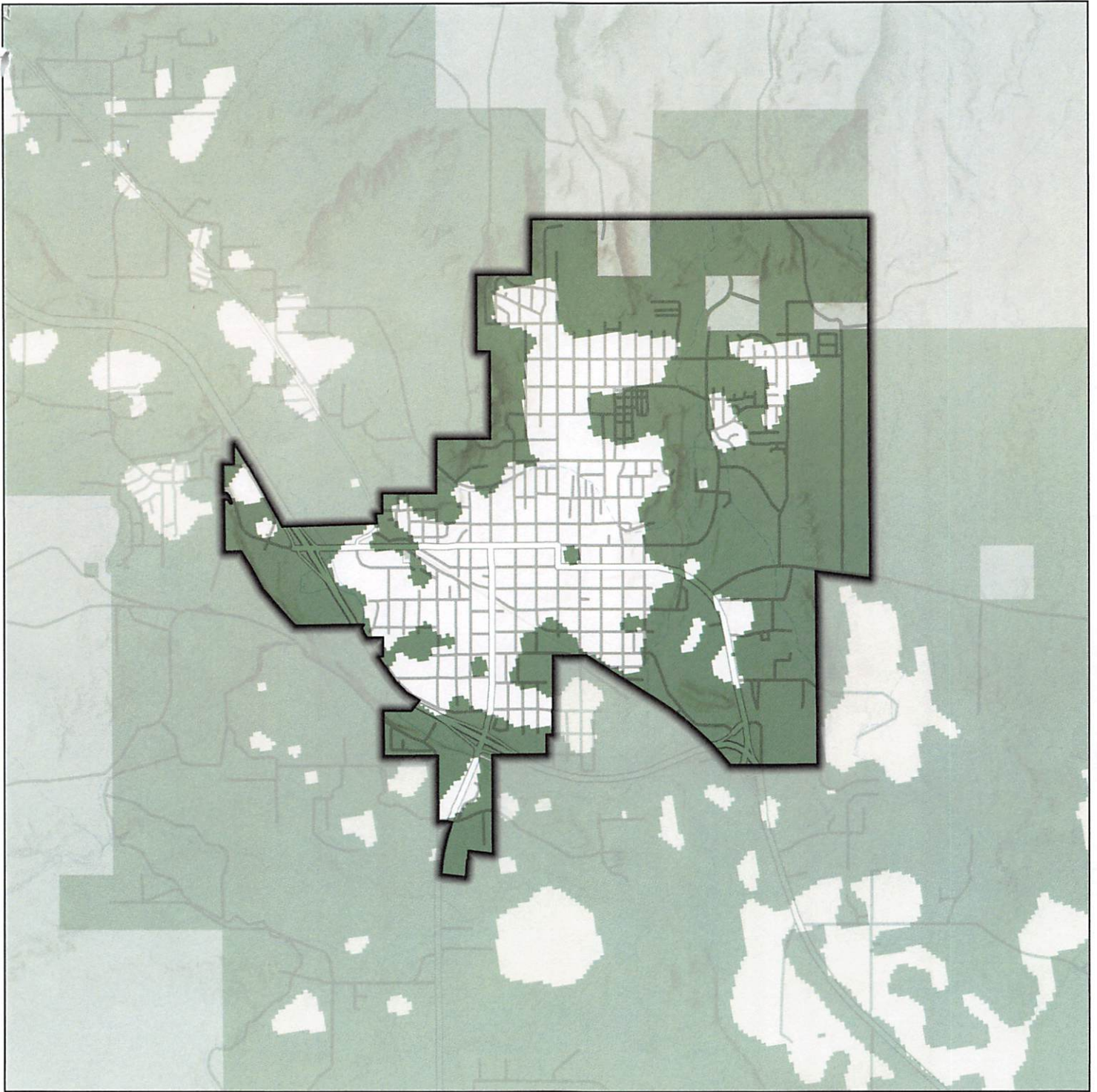
PC CALCULATION

Wildfire Risk Assessment	\$0
(+) Historic Fire Cost Average	\$0
(=) Participation Commitment	\$0
(+) Previous Year(s) Unmet PC	

*Instructions: shaded areas must be adjusted annually by FFSL Finance. Do not edit unshaded cells.
"Cap Reduction" must be approved by FFSL Director.*



Utah Division of Forestry, Fire and State Lands
1594 West North Temple
P.O. Box 145703
Salt Lake City, UT 84114



Price Cooperative Wildfire System Participation Commitment Map

1 Mile

Wildfire Risk Assessment - Incorporated Areas:

	Medium Risk	High Risk	Total
Acres	0	0	(for Risk Assessment)
Cost per Acre	\$2.62	\$4.58	
Cost	\$0.00	\$0.00	\$0.00

Participation Commitment Risk:
(private lands shown in vibrant colors)

- Negligible
- Low
- Medium
- High

- Boundary of Municipality
- Other Municipal Boundaries
- Private Land (vibrant colors)



Produced for September 2025

Utah Division of Forestry, Fire and State Lands



2026 Historic Fire Report

Totals from Columns

2015	\$0	column C	<i>taken from previous PC Statement</i>
2016	\$0.00	column D	
2017	\$0.00	column E	
2018	\$0.00	column F	
2019	\$225.03	column G	
2020	\$0.00	column H	
2021	\$0.00	column I	
2022	\$0.00	column J	
2023	\$0.00	column K	
2024	\$0.00	column L	

PE	Incident Name	Incident Number	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Price (City)	Price City Assist 1	UTSES-009120	\$0.00	\$0.00	\$0.00	\$0.00	\$225.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

1. What is the Cooperative Wildfire System (CWS)?

CWS is a System where cities and counties work together with Utah Forestry Fire and State Lands to prevent, suppress and pay for the costs of wildland fires.

2. Why was the CWS implemented?

The costs of fighting wildland fires have grown exponentially over the past 30 years to the point where a large wildland fire can cost over 10 million dollars. Each city and county is responsible for the costs of fighting fires within their jurisdictions. The costs of suppressing wildland fires grew to the point where they exceeded many cities and county's ability to pay. Utah Forestry Fire and State Lands stepped up and offered to assist the cities and counties with the costs of fighting wildfires; however, the entities must agree to the terms of the CWS agreement. The recent Deer Creek fire near LaSal, Utah cost over 24 million dollars and the Monroe fire near Richfield cost over 103 million dollars to suppress. If a fire were to spread from your city to federal, state or county lands and you were not in the CWS system your city could be left with a devastating fire suppression bill.

3. What are the Terms of the CWS program?

Each City and County which participates in the CWS program can receive assistance with the costs of suppressing wildland fires within their perspective jurisdictions. The total costs of wildfire suppression are tabulated each year and calculated over a ten year period. The highest cost fire and the lowest cost fire are not calculated into the overall cost. The city or county is assessed a yearly fee based upon the costs of the fires within their jurisdiction and the amount of calculated risk. The best part of the CWS System is that the FFSL wants you to help repay the costs of your wildfires through funding wildfire prevention programs. These programs

should include items such as fuels reduction in high-risk areas, Fire prevention and education programs, Equipment purchases to assist with fuels reduction programs, Wildland firefighter training and equipment purchases.

Most small cities provide wildfire fuels reduction programs and utilize volunteer labor to accomplish their fuels reduction, fire prevention and fire suppression goals. Essentially FFSL does not want to receive payment from your city, while direct payment is a possibility, we would rather you utilize your time and resources in programs which prevent future wildland fires. The less fires you have and the lower your fire risks will result in a lower assessed fee to your city. Currently Price City would have zero CWS financial commitment.

Another benefit of the CWS program is that the Fire Chief can request state resources including aerial resources, when fighting wildfires. These resources are ordered through your county fire warden. With no CWS agreement FFSL cannot assist with suppressing wildfires within your city boundaries and the costs of fires which spread beyond your city boundaries.

While there are other requirements of the CSW program, these are the major points.

ANNUAL SUMMARY
Wildland Fire Participation Commitment

Participating Entity:	Price City (Year 2017-2018- ending 6/30/2018)
Participation Commitment:	\$2,679.00

WILDLAND FIRE PREVENTION		
Date	Description / Project Title	Amount \$
5/10/2018	Creekview Elementary 2nd grade (Wildland Fire Education) 3 hrs- Chief Bedont	\$87.50
5/18/2018	Castle Heights 2nd grade (Wildland Fire Education) 3 hrs- Chief Bedont	\$87.50
Total Amount of Prevention		\$175.00

WILDLAND FIRE PREPAREDNESS (counts toward maximum of 25% of annual Participation Commitment)		
Date	Description / Project Title	Amount \$
4/1/2019	Department Wildland Refresher & Pack Testing (125 hrs @ \$24.00 per hr)	\$3,000.00
6/21/2018	Chainsaw purchase for projects	\$1,314.94
Total Amount of Preparedness		\$4,314.94

WILDLAND FIRE MITIGATION (minimum of 50% of annual Participation Commitment must be mitigation)		
Date	Description / Project Title	Amount \$
9/26/2018	Tree Removal Supplies (saw blades, loppers, saw fuel...)	\$85.55
9/18/2018	Safety PPE for Volunteers- 12- Gloves & 12- Safety Glasses	\$148.20
9/13/2018	Gate & Vehicle Access Gate	\$2,774.00
9/28/2018	Volunteer Labor- 12 students x 4.5 hrs. x \$24.00	\$1,317.06
9/28/2018	Chief- tree cutting & Supervise volunteers 8 hrs. x \$35.00 per hr.	\$280.00
#####	Tree chipping & removal (PO # 41655)	\$500.00
12/15/2018		
Total Amount of Mitigation		\$5,104.81

NOTE: Please attach copies of any receipts related to direct expenditures and, when applicable, individual project sheets.

ANNUAL SUMMARY
Wildland Fire Participation Commitment

TOTAL AMOUNT OF ANNUAL PARTICIPATION COMMITMENT MET	\$9,594.75
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NOTE: Please attach copies of any receipts related to direct expenditures and, when applicable, individual project sheets.

ANNUAL SUMMARY
Wildland Fire Participation Commitment

Participating Entity:	Price City (Year 2018-2019- ending 6-30-2019)
Participation Commitment:	\$2,694.00

WILDLAND FIRE PREVENTION		
Date	Description / Project Title	Amount \$
Total Amount of Prevention		\$0.00

WILDLAND FIRE PREPAREDNESS (counts toward maximum of 25% of annual Participation Commitment)		
Date	Description / Project Title	Amount \$
Total Amount of Preparedness		\$0.00

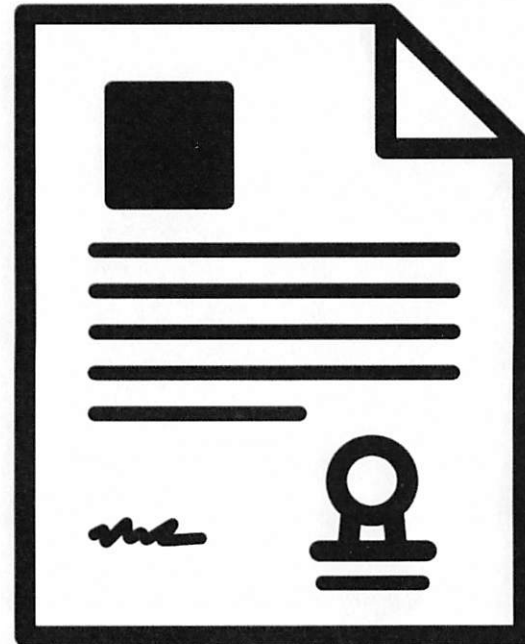
WILDLAND FIRE MITIGATION (minimum of 50% of annual Participation Commitment must be mitigation)		
Date	Description / Project Title	Amount \$
3/29/2019	Removal of trees, weeds and brush along the portion of the Price Canal within Price City.	\$9,732.00
Total Amount of Mitigation		\$9,732.00

NOTE: Please attach copies of any receipts related to direct expenditures and, when applicable, individual project sheets. 42 of 46

Cooperative Agreement

PARTICIPATING ENTITY:

- CWPP
- PC Statement completed
- Take action to reduce wildfire risk
- Report on actions taken
- Initial Attack
- Cost Recovery
- WUI Code
- County Fire Warden



CWS Planning & Implementation (review)

CWPP

PC
STATEMENT

PC ACTIONS

REPORTING

Long-term plan
to reduce
wildfire risk

Annual
Implementation
Plan drawing
from CWPP

Mitigation,
Prevention,
Preparedness
actions drawing
from PC
Statement

Reporting the
work done in the
CWS software



Utah Division of Forestry, Fire & State Lands

ffsl.utah.gov

Foundational Question for CWS Actions

Is this action the most impactful way to reduce the wildfire risk for this entity?



PC Actions - MVPs

- Reducing hazard fuels surrounding communities or values at risk
- Increasing suppression resources
- Better trained firefighters
- Public education of wildfire
- Lot assessments (HB 48)



BUSINESS LICENSES

Account No: 3888
 Business Activity: 484
 Fee: \$150
 CC Approval: Yes No Date: _____
 License Sent: 6/21/26
 Health Dept: 6/23/26

Price
Utah

BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information			
Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): <u>Advantage transportation LLC</u>			
If Name Change, list previous name: _____			
Business Address: <u>621 East 100 South</u>			Suite/Apt. No.: _____
City: <u>Price</u>	State: <u>Utah</u>	Zip Code: <u>84501</u>	
Business Telephone: <u>(435) 650-3191</u>	Business E-mail: <u>tdonathann@outlook.com</u>	Business Fax: _____	
Mailing Address (if different): _____	City: _____	State: _____	Zip Code: _____
Property Owner's Name: _____		Property Owner's Telephone: () _____	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC <i>(Include copy of name registration with the State of Utah)</i>			
Type of Business: <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal			
Nature of Business: <input type="checkbox"/> Manufacturing <input type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input checked="" type="checkbox"/> Other			
Opening Date: <u>6/18/2026</u> Business Hours: From <u>8:00</u> To <u>5:00</u> <u>(M T W T F)</u> S SU <i>(please circle)</i>			
Detailed Description of Business: <u>Hot shot trucking.</u> All business is done through phone and email. No one comes to business in person.			
Commercial Square Feet: _____	No. of Arcade Games, Pool Tables, Etc.: _____	No. of Vending Machines: _____	No. of Mobile Home Spaces: _____
No. of Rental Units: _____	No. of RV Spaces: _____	No. of Motel Rooms: _____	No. of Beds: _____
State Sales Tax I.D. No. (Include copy or proof of exemption): _____		Federal Tax I.D. No. (Include copy): _____	
State License No. (Include copy): <u>7044198-0160</u>		State License Type: _____	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. Check all that apply.			
<input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Amusement Center <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			



BUSINESS LICENSING OFFICE

185 EAST MAIN, P.O. BOX 893

PRICE, UTAH 84501

PHONE: (435) 636-3183, FAX: (435) 637-2905, email jacia@priceutah.net

www.pricecityutah.com

HOW TO APPLY FOR A PRICE CITY BUSINESS LICENSE

Thank you for choosing Price City for your business endeavor. This checklist and packet will provide you with information needed to apply for a business license. Please note that there may be additional regulations depending on your type of business. We hope your experience will be a positive and prosperous one.

COMMERCIAL AND HOME OCCUPIED BUSINESSES

Planning and Zoning Steps

- Complete the Conditional Use Permit Application.
- Complete the Home Occupied Business Questionnaire and Fire Safety Question-Aire, if applicable.
- Pay all applicable fees at the Price City Utilities Department at City Hall, 185 East Main.
- Meet with the City Recorder, or Community Director, at City Hall, 185 East Main, to be added to the Planning and Zoning Commission agenda.
- Attend** your scheduled Planning and Zoning Commission meeting.
- Contact Nick Tatton (435) 636-3184 with any question about Planning and Zoning or Conditional Use Permit.

Business Registration Steps

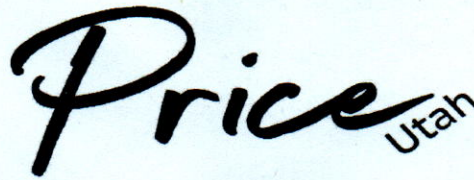
- Register your business name with the Utah Department of Commerce (801) 530-6701.
- Obtain a Federal Employer Identification Number, if applicable to your business, from the IRS (801) 799-6963.
- Obtain a Utah State Sales Tax ID Number, if applicable to your business, from the Utah State Tax Commission (801) 297-2200.

Use the convenient **OneStop Online Business Registration** www.corporations.utah.gov, or contact the respective offices, at the numbers listed above, for more information

Business License Application Steps

- Complete the Business License Application.
- Courtesy Inspection, contact Carbon County Building Department, 435-636-3260.
- Complete the Consent to a Background/Criminal History Check.
- Include a **copy** (copies will not be made for you) of the following with your business license application:
 - State name registration, or stamped articles of incorporation (only page showing name)
 - Federal Employer Identification Number
 - State Sales Tax ID Number, or proof of exemption, showing Price City as point of sale
 - Professional license, if applicable
 - Driver's License
- Return completed applications to the Business Licensing Officer, located at City Hall, 185 East Main, Room 202, **Monday thru Friday**, and **inquire of the fee amount for your business**.
- Pay all applicable fees at the Price City Utilities Department at City Hall, 185 East Main.
- Attach a letter from property owner giving permission for you to operate your business on their property.
- Attach final inspection from Building Inspector and Fire Chief. Call Carbon County at (435) 636-3200 to schedule building inspection and Chief Petersen at (435) 636-3187 for fire inspection.
- Food Establishments must provide ServSafe or equivalent certification.
- A business license will be mailed to you when approvals have been received from the Business Licensing Officer, Planning and Zoning Commission, Building Inspection, Public Safety and Fire Departments, City Council and any other required departments or agencies.
- Only completed legible applications, with all fees paid, will be considered for approval. Partial applications will not be accepted.**

Account No: 3889
 Business Activity: 44711
 Fee: \$150-
 CC Approval: Yes No Date: _____
 License Sent: 7/2/26
 Health Dept: 6/25/26



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information

Business Status: New Business Location Change Name Change Ownership Change

Business Name (include DBA): Rivian Adventure Network

If Name Change, list previous name:

Business Address: 120 North Carbonville Road Suite/Apt. No.:

City: Price State: Utah Zip Code: 84501

Business Telephone: (833) 748-4267 Business E-mail: ranlicensing@rivian.com Business Fax:

Mailing Address (if different): 607 Hansen Way City: Palo Alto State: CA Zip Code: 94304

Property Owner's Name: Rivian Utah, LLC Property Owner's Telephone: (833) 748-4267

Type of Organization: Corporation Partnership Sole Proprietorship LLC
 (Include copy of name registration with the State of Utah)

Type of Business: Commercial Home Occupation (complete below also) Reciprocal
 Home Occupation - Office Use Only
 Home Occupation - Activity On Site
 Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).
 Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business: Manufacturing Retail Wholesale Services Other

Opening Date: 6/10/26 Business Hours: From 12:00am To 11:59pm **M T W T H F S S U** (please circle)

Detailed Description of Business:

Electric vehicle fast charging station

State Sales Tax I.D. No. (Include copy or proof of exemption): Federal Tax I.D. No. (Include copy): 88-2925428

State License No. (Include copy): 20220073001 State License Type:

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**

- Alcoholic Beverages Eating Establishment Amusement Center
- Pawnbroker Sexually Oriented Business

Account No: 3890
 Business Activity: 453
 Fee: \$350-
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information

Business Status: New Business Location Change Name Change Ownership Change

Business Name (include DBA): Rebel Oil Company, Incorporated db ROC

If Name Change, list previous name:

Business Address: 352 W. Main St. Suite/Apt. No.:

City: Price State: Utah Zip Code: 84501

Business Telephone: (702) 382-5866 Business E-mail: wyndi@rebeloil.com Business Fax:

Mailing Address (if different): 10650 W. Charleston Blvd., Suite 100 City: Las Vegas State: NV Zip Code: 89135

Property Owner's Name: Marasco Group, LLC Property Owner's Telephone: (435) 201-0804

Type of Organization: Corporation Partnership Sole Proprietorship LLC
 (Include copy of name registration with the State of Utah)

Type of Business: Commercial Home Occupation (complete below also) Reciprocal
 Home Occupation - Office Use Only
 Home Occupation - Activity On Site
 Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).
 Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business: Manufacturing Retail Wholesale Services Other

Opening Date: 6/15/2026 Business Hours: From 8:00 AM To 5:00 PM **M T W T H F** S SU (please circle)

Detailed Description of Business:
 Wholesale Petroleum Distribution

State Sales Tax I.D. No. (Include copy or proof of exemption): 12783999-005-STC Federal Tax I.D. No. (Include copy): 88-0093966

State License No. (Include copy): 13656232-0143 State License Type: Corporation-Foreign-Profit

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**
 Alcoholic Beverages Eating Establishment Amusement Center
 Pawnbroker Sexually Oriented Business

Account No: 3891
 Business Activity: 454
 Fee: \$150-
 CC Approval: Yes No Date: _____
 License Sent: _____
 Health Dept: _____



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY, ONLY COMPLETED, LEGIBLE APPLICATIONS, WILL BE CONSIDERED FOR APPROVAL.

Business Information

Business Status: New Business Location Change Name Change Ownership Change

Business Name (include DBA): RANDALL AQUATICS

If Name Change, list previous name: _____

Business Address: 315 N 100 W Suite/Apt. No.: _____

City: Price **State:** Utah **Zip Code:** 84501

Business Telephone: (435) 650-8646 **Business E-mail:** Brian.Randall42@gmail.com **Business Fax:** _____

Mailing Address (if different): _____ **City:** _____ **State:** _____ **Zip Code:** _____

Property Owner's Name: Marlas Rowley **Property Owner's Telephone:** () _____

Type of Organization: Corporation Partnership Sole Proprietorship LLC
 (Include copy of name registration with the State of Utah)

Type of Business: Commercial Home Occupation (complete below also) Reciprocal
 Home Occupation - Office Use Only
 Home Occupation - Activity On Site
 Home Occupation Office Use Only Fee Waiver Request. Must be documented by applicant and consistent with UCA 10-1-203(7)(b).
 Fee Waiver Requested: Price City Staff Completion of Supplemental Review Form and Attach

Nature of Business: Manufacturing Retail Wholesale Services Other

Opening Date: ASAP **Business Hours:** From 3:00 pm To 8:00 pm M T W T F S S (please circle)
10:00 am - 2:00 pm Saturday
and Sunday

Detailed Description of Business:
Buy in/selling/frozing tropical Freshwater Fish and saltwater Fish

State Sales Tax I.D. No. (Include copy or proof of exemption): _____ **Federal Tax I.D. No. (Include copy):** 41-4487057

State License No. (Include copy): 14709473-0160 **State License Type:** _____

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Recorder) at (435) 636-3183, or 185 East Main, for more information. **Check all that apply.**

Alcoholic Beverages Eating Establishment Amusement Center
 Pawnbroker Sexually Oriented Business