



Central Wasatch Commission
Short Term Projects Committee Meeting
Wednesday, April 29th, 2020
2:00 p.m. – 4:00 p.m.

Committee membership: Councilmember Jim Bradley, Chair;
Councilmember Marci Houseman, Co-Chair; Mayor Erin Mendenhall

CWC Sponsored Chipper Day
Project Proposal

Purpose

According to the Utah Department of Natural Resources, and the Division of Forestry, Fire, and State Lands, over 600 of Utah's communities have been classified as "at risk" of wildfire. The safety of the citizens of any community and the protection of private property and community infrastructure is a shared responsibility between the citizens; the owner, developer or association; and the local, county, state and federal governments. The primary responsibility, however, remains with the local government and the citizen/owner.

Staff have discussed the possibility of a Central Wasatch Commission co-hosted "Chipper Day" in the CWC project area with the fuels management team at the Forest Service, The State's Division of Forestry, Fire, and State Lands, Unified Fire Authority, as well as private property owners as a means of helping to address fire mitigation along the Wasatch Front and Back.

During those discussions, a possible partnership was discussed, wherein the Central Wasatch Commission creates a public outreach and education campaign around fire mitigation and safety leading up to various Chipper Days in the CWC project area in conjunction with the Division of Forestry, Fire, and State Lands.

Location of co-hosted "Chipper Days:" Parley's Corridor, Millcreek Canyon, Little and Big Cottonwood Canyons. Recreational residences like the cabin association at Porter Fork in Millcreek Canyon and elsewhere work well for chipper days, as NEPA is not required at those locations.

Timeline for co-hosted "Chipper Days:" 2020 season, with the potential to enter into a multi-year agreement, extending until 2022

Cost of potential co-hosted "Chipper Days:" Chipper Day partners would not require CWC funds for the equipment, or labor associated with chipping, cutting, hauling, etc during the Chipper Day. Any cost incurred by the Central Wasatch Commission would be associated with

outreach materials necessary for the event(s) or possible lunch provided for the event staff and volunteers. The Department of Natural Resources owns the equipment, and has the staffing capacity to run Chipper Days.

The Central Wasatch Commission has the opportunity to enter into a multi-year agreement with the Division of Forestry, Fire, and State lands to co-sponsor chipper days throughout the CWC project area, whereby the Division of Forestry, Fire, and State Lands conducts chipping, cutting, hauling, and other necessary fire mitigation procedures, and the CWC would perform ongoing public outreach and education on fire safety, fuels management, and participate in the Chipper Days by recruiting volunteers, etc.

Dax Reid from the Division of Forestry, Fire, and State Lands drafted an example Revenue Agreement for what this sort of partnership might look like for CWC and FFSL. CWC would contribute to the efforts outlined in the Fruit Heights projects illustrated in the Statement of Work. In this example, CWC would contribute to FFSL, the FFSL would create a funding code, Fruit Heights (contractor) would implement the work and CWC's funding code would be billed by Fruit Heights for reimbursement from FFSL. Additional liability waivers may also be required if CWC acts a subcontractor for project volunteers etc. Please note that the below is an example contract and is in no way binding and is for presentation purposes only by CWC.:

EXAMPLE COOPERATIVE REVENUE AGREEMENT

BETWEEN

STATE OF UTAH DIVISION OF FORESTRY, FIRE & STATE LANDS

AND

CENTRAL WASATCH COMMISSION and FRUIT HEIGHTS

I. INTRODUCTION

The State of Utah Division of Forestry, Fire & State Lands (FFSL) and Central Wasatch Commission (CWC) and Fruit Heights are entering into a cooperative revenue agreement to perform fire mitigation and public outreach and education. Potential treatments could include, but are not limited to; chipping, hauling, thinning, mulching, Rx burning, grazing, planning, informational materials, food snacks and drinks and presentation materials.

II. PURPOSE

The purpose of this agreement is to decrease the intensity of wildfire in the project area and to increase the chances of treated homes and other infrastructure to survive wildfire and reduce wildfire spread. This purpose will be met by training property owners how to create defensible space(s) around their buildings, and other infrastructure, through community engagement, followed by contracted fuel(s) mitigation crews to assist with fuel(s) thinning, removal, chipping, dispersal and disposal.

III. RESPONSIBILITIES AND PROCEDURES

a. FFSL will:

1. Assist CWC in community engagement and property owner permission to complete fuel reduction work.
2. Manage contributed funds from CWC pertinent to the completion of the agreed upon Statement of Work (SOW) by the completion date in this contract.
3. FFSL will be indemnified and not be held responsible for any damage or liability caused by CWC, or their subcontractors, during evaluation, or implementation, of the work outlined in the SOW by personnel, equipment or negligence.

b. CWC will:

1. Provide FFSL and Fruit Heights City with a primary contact for this project.
2. Provide FFSL with (a designated annual funding amount) for 2 years to implement the SOW associated with this revenue agreement. Any changes to the SOW must be agreed upon by FFSL and CWC and Fruit Heights prior to the proposed changes taking place.
3. Follow State Purchasing and Procurement Rules if soliciting bids for rental equipment, supplies or other items associated with this contract and its SOW.
4. Submit itemized invoices to FFSL documenting actual hours worked, rates, travel expenses, materials, etc. Must be able to supply documentation of time spent, or expenditures made, using the funds in this agreement when requested by

FFSL or other State, Federal, County or Municipal funding partners directly relating to this contract. All billing invoices must be submitted by 6/30/2021 in accordance with the SOW. Extensions for billing must be approved by the appropriate funding agency and FFSL 30 days prior to the project deadline in the SOW.

5. Allow State auditors, and State agency staff pertinent to this contract, access to all records pertaining to this agreement for audit, inspection and monitoring of services. Fruit Heights will maintain all records necessary to properly account for the expenses made for the costs authorized by this agreement. The records shall be maintained by Fruit Heights for a minimum of 7 years from the date of this agreement's termination, or until all audits initiated within the 7 years have been completed, or whichever occurs last.
6. Adhere to current *Utah State Foresters Cooperative Fire Rate Agreement* staff and equipment hourly rates for time spent utilizing these funds.
7. Adhere to the *State of Utah Standard Terms and Conditions for Services* provided in Attachment A

IV. TERMS OF AGREEMENT

This agreement shall become effective immediately upon Date of Last Signature and shall remain in effect until 6/30/2021 at which time it will expire unless canceled or extended. This agreement may be revised as necessary by mutual consent of the parties or by the issuance of written amendment, signed and dated by all parties. Parties may terminate this agreement, in writing, no later than 30 days prior to the agreed upon start date as stated in the SOW.