



**GARY R. HERBERT**  
Governor

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Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

**MICHAEL R. STYLER**  
*Executive Director*

### Division of Forestry, Fire and State Lands

**BRIAN L. COTTAM**  
*State Forester/Division Director*

March 8, 2016

To: Fire Department or Fire District Chief

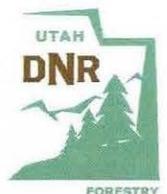
From: Brian L. Cottam, Division Director / State Forester  
Matthew Snider, State Fire Management Officer

Re: Cancellation of Current Memorandum of Understanding

Greetings!

First off, we would like to thank you for your continued partnership in Utah's wildland fire protection system. It takes all of us to make this system work and we want you to know that we recognize the commitment it takes on behalf your organization. The Division is also constantly working to make improvements and modifications in the program where it makes sense to do so. We are making a few changes to the program that will require us to cancel our current MOU. So, per the MOU, this letter serves as the required 30 day notice of the cancellation.

We also wanted to take this opportunity to emphasize the purpose and intent of the MOU for services the Division has with your organization. Prior to the MOU the Division did not have a method to reimburse fire service organizations for services that we requested when acting on the Division's behalf when outside of your jurisdictional area of responsibility. For over a decade now the MOU has served Utah well and has grown to a point where national support has been rendered through the MOU. Although the original intent of the MOU was to give the Division surge capacity during severe fire seasons in Utah, it has turned into something else for some participants. It was never intended for this MOU to be a big revenue source for its participants. As a signatory party, your organization is a government cooperator, not a private contractor. We intend for participants to be fairly compensated for services to cover expenses, wear and tear to equipment as well as compensate personnel. Let us please remember that local, state and federal government are the customers with accountability to the taxpayers. Government entities profiting from other government entities is fundamentally wrong. This is why the Division takes pain staking care to conduct studies as to what other surrounding states are paying and makes rate adjustments accordingly every three years or so. We know a small profit is made in most cases and turned back toward reinvestment in your agency which benefits the taxpayers! We strive to make the program as fair and equitable as it can possibly be, but we cannot address every pay scale or view point on how the program should be run. Let's also remember it is a voluntary program and we hope it continues to work well for all.



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Subject: Cancellation of Current Memorandum of Understanding

One of the big changes this year that prompted reissuing the MOU is we are dropping the Division mechanical inspector visit. The DOT inspection all equipment receives at the time of renewing the registration has been determined to be adequate. A copy of the DOT inspection will be required to be turned into the Area office.

The Division will continue to inspect the inventory of all engines and water tenders. We will randomly select vehicles and examine radio programming and the ability to pump and draft. One item that was added to the minimum equipment list was a handheld GPS unit. The minimum inventory requirements are located in the Fire Department Manual and Rate Book.

This fire season we will go operational with our web-based invoicing system. The Fire Business System (FBS) has been in beta testing and will now be the standard for billing the Division for services provided. We removed references to the old system forms and updated with FBS and included a definition.

Significant rate increases were applied to Overhead personnel as well as line qualified EMT and Paramedic rates. Therefore there will be no longer be any backfill provisions in the MOU.

We deleted #6 under "It is mutually agreed" this referenced State owned land within the boundaries municipality being the responsibly of the municipality. The Division is responsible for the protection of all state owned wildland. We urge the municipality to notify the Division as soon as possible as to the existence of the wildland fire on state owned land. Notification is required to be compensated for actions taken at the discretion of the Division see "It is mutually agreed" #4.

Enclosed you will find a new MOU to be signed by whomever is authorized to sign such agreements. Please sign and return to the FFSL Area office as soon as possible. Please be sure to create a FBS account as soon as possible in order to process invoices for the coming fire season if you haven't already done so. Please do not hesitate to contact the Area office if you have any questions.

Yours in public service,



Brian L. Cottam  
Division Director / State Forester



Matthew Snider  
State Fire Management Officer