

INTER-AGENCY AGREEMENT
BETWEEN
UTAH DEPARTMENT OF TRANSPORTATION
AND
THE UTAH DIVISION of FORESTRY, FIRE & STATE LANDS

THIS INTER-AGENCY AGREEMENT made by and between the Utah Department of Transportation, hereinafter called UDOT, and the Utah Division of Forestry, Fire & State Lands, hereinafter called FFSL, under the authority of Utah Code Ann. §65A-8-1.

WHEREAS, UDOT is a state agency,

WHEREAS, UDOT has available at certain periods, equipment, supplies, and personnel that are useful in the assisting of suppression of forest and range fires, natural resource management projects and other logistical needs within the State of Utah,

WHEREAS, FFSL is charged with the responsibility of protecting from fire, portions of lands within the State of Utah, and

WHEREAS, FFSL or the State of Utah may be called upon to assist Federal agencies with wildland fires burning on federal lands.

NOW THEREFORE, it is mutually agreed:

1. FFSL will be the representative of all wildland fire fighting organizations, support agencies, both State and Federal, and for coordination of wildland fire suppression requests for UDOT personnel, equipment and supplies.

2. In order to facilitate efficient deployment of resources, requests for UDOT resources can be made at the field level. FFSL personnel may make requests for resources directly to UDOT Area Supervisors. UDOT Area Supervisors have the authority and the discretion to grant such requests based on local priorities and resource availability.

3. UDOT will make available to FFSL equipment needed and requested by FFSL for the suppression of fires and other natural resource management projects when such equipment is determined to be available and as provided under the provisions of this agreement.

4. UDOT will provide the necessary services and supplies, such as gasoline, oil and grease needed to operate the equipment during the period of use and for the purpose for which loaned.

5. FFSL will reimburse UDOT for equipment furnished by UDOT at the rates listed in Appendix A for the duration it is assigned to FFSL. Equipment operators provided by UDOT will be reimbursed by the supported agency/FFSL at a rate equal to actual wages and benefits for regular and overtime pay established by UDOT for their personnel. Equipment rates listed in Appendix A do not include operator costs and may be updated by mutual agreement.

6. Equipment and personnel time will be tracked at the incident. Original time and use documents will be sent home with the equipment upon release from the incident. FFSL will bill

the jurisdictional agency under the process outlined in the State Wide Annual Operating Plan between FFSL and federal agencies. FFSL will require time and use records obtained at the incident to approve payment to UDOT and maintain original records for incident audit purposes. Payment to UDOT will be made by Internal Transaction Initiator/Internal Transaction Agreement (ITI/ITA).

7. FFSL will provide a state incident business advisor to facilitate interaction between UDOT personnel and the incident. The supported agency/FFSL will provide the time-keeping function for UDOT employees while engaged in fire suppression activities.

8. FFSL will fill out and submit the Equipment Rental Agreement Form (Appendix B) to UDOT Area Supervisor when requesting equipment. It is recognized that in an emergency situation it may not be possible to provide the information at the time the equipment is needed. When equipment is needed for fire suppression the information may be provided on the incident or as soon as reasonably possible.

9. UDOT, upon approving a request, will determine what is needed in personnel to operate equipment.

10. All charges for UDOT personnel will be paid from the assembly area to their release point to include adequate time for maintenance and repair of equipment used, and will be paid to UDOT by the supported agency/FFSL after verification of the charges by UDOT.

11. The supported agency/FFSL agrees to pay for such repairs as may be necessary in order to restore the equipment loaned to a satisfactory operating condition equal to that which it was prior to its use, fair wear and tear excepted. UDOT will assist with the incident claims process providing pre-use inspection reports, damage report, repair cost estimates and other documentation necessary for a claim determination by FFSL.

12. Loss, damage or destruction of equipment covered by this agreement will be considered under existing laws and regulations. Claims for loss, damage, or destruction will not be approved when (1) due to ordinary wear or tear, or (2) when negligence on the part of UDOT or its agents caused or contributed to the loss, damage, or destruction. FFSL will pay for damage, destruction of loss of UDOT's equipment when FFSL is using the equipment, except FFSL is not responsible for any damage or loss caused by UDOT or its agents.

13. Equipment operators provided by FFSL will meet all state and federal laws governing the licensing and operation of a motor vehicle of similar size, type and configuration and any additional training and/or certifications required by UDOT for the operation of their equipment.

14. UDOT will furnish only equipment or supplies that may be available at the time of the request which will not interfere with any mission or objectives that have been assigned to UDOT.

15. Personnel will not work, nor be paid for more than sixteen hours daily unless specifically directed by the Incident Commander. To comply with the National Wildfire Coordinating Group (NWCG) Work-Rest Guidelines, no driver will drive more than 10 hours (behind the wheel) within any duty-day. Multiple drivers in a single vehicle may drive up to the duty day limitation provided no driver exceeds the individual driving (behind the wheel) time limitation of 10 hours. A driver shall only drive if they have had at least 8 consecutive hours off duty before beginning a shift.

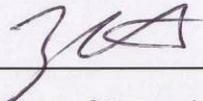
16. When UDOT is requested to transport FFSL fire equipment to other states in support of fire assignments, FFSL will provide a chief of party to assist with travel plans, fire logistics, food and lodging and fuel purchases (were GASCARD is not accepted). UDOT will have pre-season out of state travel authorization for their personnel in such emergencies.

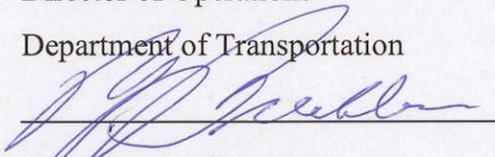
17. This agreement will remain in effect until superseded or terminated by either party by fifteen days notice in writing to the other party, or terminated by either party in accordance with the laws of the State of Utah.

18. The parties to this agreement mutually release each other, the State of Utah and their officers, agents and employees from any and all claims or demands arising out of the performance of this Agreement or from acts or omissions committed by either party its officers, agents and employees.

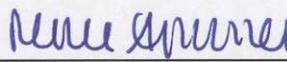
19. Upon approval, this agreement supersedes all previous agreements with the STATE FORESTER.

In Witness Whereof, the parties hereto have subscribed their names as of the date last written below

7/1/09 
Date Director of Operations
Department of Transportation

7/6/09 
Date State Forester/Director
Utah Division of Forestry, Fire & State Lands

Approved as to Proper Form and Compliance with Applicable Law:

By:  Date: 7/1/09

APPENDIX A

Department of Transportation Rate Schedule

Last Amended : _____

CD/CL	DESCRIPTION	MONTH RATE	USE RATE	U/M	USE STD	LEASE		
						DAILY 8 HRS	WEEKL 40 HRS	MONTHL 160 HRS
0102	Truck, single axle, C&C	310	9.00	H	20	87.50	437.50	1,750.00
0103	Truck, single axle, SRE	340	15.50	H	20	141.00	705.00	2,820.00
0104	Truck, tandem axle, SRE	590	28.00	H	30	253.50	1,267.50	5,070.00
0105	Truck, tandem axle, C&C	460	19.50	H	30	179.00	895.00	3,580.00
0106	Truck, wrecker	300	50.00	H	20	415.00	2,075.00	8,300.00
0107	Truck, single axle, 2 way, SRE	120	30.00	H	30	246.00	1,230.00	4,920.00
0108	Truck, transport	550	28.00	H	100	251.50	1,257.50	5,030.00
0110	Truck, 1-1/2 ton, C&C	350	6.75	H	20	71.50	357.50	1,430.00
0112	Truck, C&C, crew cab	465	10.00	H	20	103.25	516.25	2,065.00
0113	Truck, triple axle, SRE	760	30.00	H	20	278.00	1,390.00	5,560.00
0114	Truck, 1-1/2 ton, crew, dump, SRE	340	11.00	H	20	105.00	525.00	2,100.00
0132	Truck, triple axle, flat bed, SRE	700	37.00	H	20	331.00	1,655.00	6,620.00
0155	Truck, tandem axle, C&C	630	10.00	H	30	111.50	557.50	2,230.00
0301	Snow plow, straight blade	150	8.00	H	12	71.50	357.50	1,430.00
0302	Snow plow, V blade	130	7.50	H	5	66.50	332.50	1,330.00
0303	Rotary plow	700	60.00	H	5	515.00	2,575.00	10,300.0
0304	Rotary plow, hydrostatic, truck mount	560	100.00	H	5	828.00	4,140.00	16,560.0
0305	Snow plow, grader	140	15.00	H	5	127.00	635.00	2,540.00
0306	Rotary plow, loader mount	250	50.00	H	5	412.50	2,062.50	8,250.00
0307	Snow plow, gullwing	145	11.00	H	12	95.25	476.25	1,905.00
0308	Snow plow, one-way funnel type	145	8.00	H	5	71.25	356.25	1,425.00
0309	Snow plow, truck wing	165	5.00	H	12	48.25	241.25	965.00
0310	Snow plow, rev, 7-10 ft.	160	6.50	H	5	60.00	300.00	1,200.00
0312	Tow plow	461	30.00	H	5	263.05	1,315.25	5,261.00
0354	LEASE rotary plow, hydrostatic	830	100.00	H	5	841.50	4,207.50	16,830.0
0401	Tractor, up to 70 hp	125	13.00	H	20	110.25	551.25	2,205.00
0402	Tractor, loader, backhoe	400	15.00	H	20	140.00	700.00	2,800.00
0403	Tractor, 70 hp and up	260	21.00	H	20	181.00	905.00	3,620.00
0405	Tractor, backhoe, 12-month lease	115	7.00	H	20	61.75	308.75	1,235.00
0406	Tractor, hydraulic, mini excavator	400	5.00	H	21	60.00	300.00	1,200.00
0501	Grader, standard	300	22.50	H	30	195.00	975.00	3,900.00
0502	Grader, 6x6 or 150 hp	495	40.00	H	20	344.75	1,723.75	6,895.00
0503	Grader, 3-year buy back	800	11.50	H	20	132.00	660.00	2,640.00
0506	Grader, 6x6, 3-year buy back	2320	10.00	H	20	196.00	980.00	3,920.00
0507	Grader, buy back kept	787	16.00	H	20	167.35	836.75	3,347.00
0551	LEASE grader, standard	500	18.50	H	30	173.00	865.00	3,460.00
0801	Lifts and cranes, small	600	10.00	H	24	110.00	550.00	2,200.00

0802	Knuckle boom, 12-T, truck mounted	285	2.00	H	24	30.25	151.25	605.00
0803	Lifts, and cranes, large	550	18.00	H	24	171.50	857.50	3,430.00
0805	Lifts, trailer mounted manlift	200	10.00	H	24	90.00	450.00	1,800.00
0853	LEASE lifts and cranes, large	900	28.00	H	24	269.00	1,345.00	5,380.00
0901	Forklift	200	6.50	D	20	62.00	310.00	1,240.00
0902	Loader, FE up to 2 yard	325	13.00	H	25	120.25	601.25	2,405.00
0903	Loader, FE 2-3 yard	600	10.00	H	25	110.00	550.00	2,200.00
0904	Loader, track type	100	0.00	H	15	5.00	25.00	100.00
0905	Loader, FE over 3 yard	760	12.00	H	25	134.00	670.00	2,680.00
0906	Loader, skidsteer	230	8.00	H	20	75.50	377.50	1,510.00
0907	Skidsteer / buy-back	225	12.00	H	20	107.25	536.25	2,145.00
0908	Loader, FE 2-3 yard, buy back, 1-year	450	8.00	H	25	86.50	432.50	1,730.00
0909	Loader, FE over 3 yard, buy back, 5-year	950	15.00	H	25	167.50	837.50	3,350.00
0955	LEASE loader, FE over 3 yard	900	15.00	H	25	165.00	825.00	3,300.00
1001	Asphalt dist, trailer, 600 gal	197	12.00	H	7	105.85	529.25	2,117.00
1003	Asphalt dist, truck, > 2000-gal	585	32.00	H	10	285.25	1,426.25	5,705.00
1004	Asphalt dist, crack sealer	175	19.00	H	15	160.75	803.75	3,215.00
1006	Asphalt hot box	205	6.00	H	10	58.25	291.25	1,165.00
1007	Asphalt dist, trailer, < 250-gal	180	20.00	H	10	169.00	845.00	3,380.00
1053	LEASE asphalt dist, truck, > 2000-gal	920	45.00	H	10	406.00	2,030.00	8,120.00
1201	Tractor, track, under 50,000 lbs.	275	40.00	H	25	333.75	1,668.75	6,675.00
1202	Tractor, track, over 50,000 lbs	275	50.00	H	25	413.75	2,068.75	8,275.00
1501	Compressor, 100 to 250 cfm	160	6.50	H	10	60.00	300.00	1,200.00
1802	Roller, self prop, up to 3 ton	100	10.00	H	10	85.00	425.00	1,700.00
1803	Roller, self prop, 3 to 6 ton	280	8.00	H	10	78.00	390.00	1,560.00
1804	Roller, self prop, over 6 ton	300	12.00	H	10	111.00	555.00	2,220.00
1805	Roller, self prop, pneumatic tire	270	12.00	H	10	109.50	547.50	2,190.00
2101	Sweeper, tow type	180	16.50	H	10	141.00	705.00	2,820.00
2102	Sweeper, pick-up, mech	1185	30.00	H	30	299.25	1,496.25	5,985.00
2105	Sweeper, self-propelled	290	22.00	H	20	190.50	952.50	3,810.00
2106	Sweeper, self prop, tow type	125	21.00	H	20	174.25	871.25	3,485.00
2107	Sweeper, truck mounted	200	15.00	H	20	130.00	650.00	2,600.00
2108	Road rake	795	15.00	H	20	159.75	798.75	3,195.00
2302	Vegetation mgmt, swing lock	80	10.00	H	20	84.00	420.00	1,680.00
2402	Water tank, over 2000 gallon	125	10.00	H	10	86.25	431.25	1,725.00
2404	Water tank, special	125	25.00	H	10	206.25	1,031.25	4,125.00
2405	Catch basin camera	545	20.00	D		187.25	936.25	3,745.00
2503	Drill, asphalt core	400	17.00	H	10	156.00	780.00	3,120.00
2506	Drill, auger, 30 inch	125	100.00	H	10	806.25	4,031.25	16,125.00
3201	Chip spreader and sizer	1475	50.00	H	15	473.75	2,368.75	9,475.00
3202	Asphalt spreader	1300	65.00	H	40	585.00	2,925.00	11,700.00
3203	Shoulder machine	380	40.00	H	15	339.00	1,695.00	6,780.00
3205	Asphalt spreader, tailgate	30	20.00	H	10	161.50	807.50	3,230.00
3306	Concrete saw	100	10.00	H	10	85.00	425.00	1,700.00
3308	Traffic controller, trailer	70	1.50	H	10	15.50	77.50	310.00
3311	Changeable message sign/trk mtd	110	4.00	H		37.50	187.50	750.00
3313	Portable steam cleaner, trailer mounted	90	28.00	H	5	228.50	1,142.50	4,570.00
3314	Welder/Generator Air and Arc	200	12.00	H	5	106.00	530.00	2,120.00
3317	Portable lighting system	100	20.00	H	10	165.00	825.00	3,300.00
3319	Attenuator	115	2.50	H	10	25.75	128.75	515.00
3320	Variable message board	170	3.00	H	5	32.50	162.50	650.00
3501	Platform trailer, up to 5 ton	60	3.50	H	10	31.00	155.00	620.00

3502	Platform trailer, up to 15 ton	60	7.00	H	10	59.00	295.00	1,180.00
3503	Platform trailer, up to 35 ton	180	8.00	H	10	73.00	365.00	1,460.00
3504	Platform trailer, over 35 ton	100	7.00	H	10	61.00	305.00	1,220.00
3506	Pup trailer	150	6.00	H	30	55.50	277.50	1,110.00
3704	Brush chipper	175	8.00	H	10	72.75	363.75	1,455.00
3710	Earth saw, digger, boring machine	775	12.00	H	10	134.75	673.75	2,695.00
3711	ATV, 4x4	80	6.00	D	10	52.00	260.00	1,040.00
3801	Rotary mower / up to 7 ft	70	13.00	H	7	107.50	537.50	2,150.00
3802	Rotary mower / over 7ft	100	13.00	H	11	109.00	545.00	2,180.00
3803	Boom mower	75	20.00	H	10	163.75	818.75	3,275.00

Appendix B

Equipment Rental Agreement Form

M	M	D	D	Y	Y

Renting Agency FINET Coding Block								
For Emergency Fire Suppression								
Fund	Agency	Unit	Appr	Object	Activity	Function	Program	Phase
1000	560	1220	RDC					
For Non Emergency Equipment Rentals								
Fund	Agency	Unit	Appr	Object	Activity	Function	Program	Phase

Requestor's Name (Please Print): _____ Phone: _____

Requesting Agency Utah Division of Forestry, Fire & State Lands

Address of Agency 1594 West North Temple, Suite 3520
Salt Lake City, UT 84114

Fire or Physical Address of Equipment Rented

Type of Equipment Needed

Time Frame of Equipment Needed

Signature of Requestor: _____

Equipment Manager Signature: _____