



Administration Building
East Hearing Room
5334 S. Prince St.
Littleton, CO 80120
303-795-4630
303-738-7915 TTY
303-795-4630 Audio Agenda Line

Nancy A. Doty, Chair, District 1
Nancy Sharpe, District 2
Rod Bockenfeld, District 3
Nancy Jackson, Chair Pro-Tem, District 4
Bill Holen, District 5

Public Meeting

**April 12, 2016
9:30 A.M.**

The Board of County Commissioners holds its weekly Public Hearing at 9:30 a.m. on Tuesdays. Public Hearings are open to the public and items for discussion are included on this agenda. Items listed on the consent agenda are adopted with one vote. Items listed under regular business are considered separately. Agendas are available through the Commissioners' Office or through the County's web site at www.arapahoegov.com. Questions about this agenda, please contact the Commissioners' Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com.

SELECTION OF A TEMPORARY CHAIR

Arapahoe County Board of County Commissioners

CALL TO ORDER

Arapahoe County Board of County Commissioners

INTRODUCTION

Ron Carl, County Attorney
Joleen Sanchez, Asst. Clerk to the Board

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION TO THE AGENDA

ADOPTION OF THE AGENDA

APPROVAL OF THE MINUTES

BOCC Public Meeting Minutes - March 8, 2016

Documents: [BOCC PUBLIC MEETING MINUTES 03.08.2016.PDF](#)

BOCC Public Meeting Minutes - March 15, 2016

Documents: [BOCC PUBLIC MEETING MINUTES 03.15.2016.PDF](#)

CITIZEN COMMENT PERIOD

Citizens are invited to speak to the Commissioners on non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chair.

CONSENT AGENDA

1. 3.21.2016 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents: [3.21.2016 WARRANT ACH EXPENDITURE REPORT.PDF](#)

2. 3.28.2016 Warrant ACH Expenditure Report

Authorization to sign the Warrant Disbursement Register

Ron Carl, County Attorney

Documents: [3.28.2016 WARRANT ACH EXPENDITURE REPORT.PDF](#)

3. 2016 Agreement for Cooperative Wildfire Protection

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the 2016 Agreement for Cooperative Wildfire Protection, pursuant to the terms contained therein

Olga Fujaros, Budget and Logistics Manager, Sheriff's Office

Lt. Nathan Fogg, Office of Emergency Management Coordinator, Sheriff's Office

Louie Perea, Undersheriff, Sheriff's Office

David C. Walcher, Sheriff

Todd Weaver, Budget Manager, Finance

Tiffanie Bleau, Sr. Assistant County Attorney

Documents: [BSR 2016 AOP.DOC](#), [2016 AOP VERSION FINAL FOR CIVIC PLUS.PDF](#), [RESO FOR 2016 AOP.DOC](#)

4. Agreement to Loan Arapahoe County Staff to ArCHA

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to execute an agreement between Arapahoe County and Arapahoe County Housing Authority (ArCHA) to lend Arapahoe County employees to ArCHA, pursuant to the terms contained therein

Linda Haley, Housing and Community Development Division Manager, Community Resources

Don Klemme, Director, Community Resources

Janet Kennedy, Director, Finance

Tiffanie Bleau, Sr. Assistant County Attorney

Documents: [RESOLUTION.DOCX](#), [BOARD SUMMARY REPORT CONSENT AGENDA.DOCX](#)

5. Aid to Agencies Mile High Behavioral Healthcare

Adoption of a resolution approving Aid to Agencies funding in the amount of \$39,150 for Mile High Behavioral Healthcare to provide wellness court case management services, pursuant to the terms contained therein

Request: Information/Direction

Beverly Head, Executive Assistant, BoCC Administration

Diana Maes, BoCC Administration Manager, BoCC Administration

Linda Haley, Senior Resources Division Manager, Community Resources

Don Klemme, Director, Community Resources

Jessica Gapuzan, Performance Management Analyst, Human Services
Cheryl Ternes, Director, Human Services
Janet Kennedy, Director, Finance
John Christofferson, Deputy County Attorney

Documents: [16 BSR AID TO AGENCIES WELLNESS COURT.DOCX](#),
[RESOLUTION NO. MILE HIGH BEHAVIORAL HEALTH.DOCX](#)

6. Amendment No. 2 to the Agreement Between Arapahoe County and Correctional Psychology Associates for the Provision of Mental Health Services at the Arapahoe County Sheriff's Office Detention Facility

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Amendment No. 2 to the Agreement for Services by and between Arapahoe County and Correctional Psychology Associates for the purpose of providing inmate mental health services at the Arapahoe County Sheriff's Office Detention Facility for the period of February 1, 2016 to August 31, 2016, pursuant to the terms contained therein

Olga Fujaros, Budget & Logistics Manager, Sheriff's Office
Vince Line, Bureau Chief, Detentions, Sheriff's Office
Louie Perea, Undersheriff, Sheriff's Office
David C. Walcher, Sheriff
Tiffanie Bleau, Sr. Assistant County Attorney

Documents: [BSR FOR AMENDMENT 2 - CORRECTIONAL PSYCHOLOGY ASSOCIATES.PDF](#), [AMENDMENT NO 2.PDF](#)

7. Appointment to the Arapahoe County Cultural Council for City of Aurora Representation

Adoption of a resolution approving the appointment of Marilyn Cross to the Arapahoe County Cultural Council for City of Aurora representation, and which appointment will expire on November 19, 2019

Carol Dosmann, Executive Assistant, BoCC Administration
Diana Maes, Manager, BoCC Administration
Ron Carl, County Attorney

Documents: [CULT COUNC-BSR AND RESO-MARILYN CROSS.PDF](#)

8. Grant of Easement - Election Warehouse

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Access Easement Agreement among CMCB Enterprises, Inc., James Properties, LLC and Arapahoe County to add CMCB Enterprises, Inc. to the existing joint access agreement between James Properties, LLC and Arapahoe County for limited access to parking CMCB Enterprises, Inc. will develop on James Properties, LLC's Property (O'Toole's Garden Center)

Dick Hawes, Director, Facilities and Fleet Management
John Christofferson, Deputy County Attorney

Documents: [CONSENT COVER - ELECTION WAREHOUSE GRANT OF EASEMENT - REV.DOC](#), [RESO NO. ELECTION WAREHOUSE GRANT OF EASEMENT.DOC](#)

9. Memorandum of Understanding (MOU) with the United States Secret Service

Adoption of a resolution authorizing the Sheriff to sign the Memorandum of Understanding (MOU) between the United States Secret Service (USSS) and Arapahoe County Sheriff's Office to join the United States Secret Service's Colorado & Wyoming Financial Crimes Task Force, pursuant to the terms contained therein

Olga Fujaros, Budget & Logistics Manager, Sheriff's Office
Glenn Thompson, Bureau Chief, Public Safety, Sheriff's Office
Louie Perea, Undersheriff, Sheriff's Office
David C. Walcher, Sheriff
Todd Weaver, Budget Manager, Finance
Tiffanie Bleau, Sr. Assistant County Attorney

Documents: [BSR - USSS FINANCIAL CRIMES TASK FORCE IGA.DOC, 2016](#)
[USSS FINANCIAL CRIMES TASK FORCE MOU.PDF, 3337.DOCX](#)

10. Trail Easement and Maintenance Agreement with Greenwood Village

Adoption of a resolution authorizing the Chair of the Board of County Commissioners to sign the Trail Easement and Maintenance Agreement with the City of Greenwood Village granting an easement over an unused Right-of-Way (ROW) adjacent to the proposed Greenwood Village's Huntington Caley Master Plan project in exchange for the City of Greenwood Village to assume maintenance responsibility of the ROW

Chuck Haskins, Engineering Services Division Manager, Public Works and Development
Dave Schmit, Director, Public Works and Development
Todd Weaver, Budget Manager, Finance
Robert Hill, Sr. Assistant County Attorney

Documents: [SCANNED FROM AN ARAPAHOE COUNTY XEROX MFD \(3\).PDF](#)

GENERAL BUSINESS ITEMS

There are no Public Hearing or General Business resolutions to consider

COMMISSIONER COMMENTS

***Denotes a requirement by federal or state law that this item be opened to public testimony. All other items under the "General Business" agenda may be opened for public testimony at the discretion of the Board of County Commissioners.**

Arapahoe County is committed to making its public meetings accessible to persons with disabilities. Assisted listening devices are available. Ask any staff member and we will provide one for you. If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or 303-738-7915 TTY.

Please contact our office at least 3 days in advance to make arrangements.

**MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, MARCH 8, 2016**

At a public meeting of the Board of County Commissioners for Arapahoe County, State of Colorado, held at 5334 South Prince Street, Littleton, Colorado 80120 there were:

| | | |
|-------------------------------------|---------------------------------|---------------------------|
| Nancy Doty, Chair | Commissioner District 1 | Present |
| Nancy Jackson, Chair Pro-Tem | Commissioner District 4 | Present |
| Nancy A. Sharpe | Commissioner District 2 | Present |
| Rod Bockenfeld | Commissioner District 3 | Present |
| Bill Holen | Commissioner District 5 | Present |
| Ron Carl | County Attorney | Present |
| Matt Crane | Clerk to the Board | Absent and Excused |
| Joleen Sanchez | Asst. Clerk to the Board | Present |

when the following proceedings, among others, were had and done, to-wit:

CALL TO ORDER

Commissioner Doty called the meeting to order.

INTRODUCTIONS

ROLL CALL

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA

There were no modifications to the agenda.

ADOPTION OF THE AGENDA

The motion was made by Commissioner Holen and duly seconded by Commissioner Sharpe to adopt the Agenda as presented.

The motion passed 5-0.

ADOPTION OF THE MINUTES

The motion was made by Commissioner Sharpe and duly seconded by Commissioner Holen to adopt the minutes of February 9, 2016 public meeting as presented.

The motion passed 5-0.

CEREMONIES

There were no ceremonies on this date.

CITIZEN COMMENT PERIOD

There were no citizen comments on this date.

CONSENT AGENDA

The motion was made by Commissioner Jackson and duly seconded by Commissioner Sharpe to approve the items on the Consent Agenda as presented.

The motion passed 5-0.

GENERAL BUSINESS ITEMS

Item 1 – Resolution No. 160211 - U15-001, Quincy Solar Garden Use by Special Review

Robert Hill, Senior Assistant County Attorney, established jurisdiction for the Board to hear this case.

Sherman Feher, Senior Planner, introduced the request to approve a Use by Special Review (USR) for a solar garden.

Luke Rickard, representing the applicant, presented a PowerPoint presentation, and explained what a solar garden is.

Commissioner Jackson asked what a solar garden's longevity is.

Mr. Rickard said a minimum of 20 years, with an option to extend the lease.

Commissioner Sharpe asked what it costs to buy a share. She also asked about the soil and plant material under the panels and wild life in the area.

Mr. Rickard explained that subscribers pay a lump sum up front. The monthly subscription fee is locked in place based on how much of the garden the subscriber buys. He said there is minimal impact to the soil and wildlife. The area would also be fenced.

There was discussion regarding the former bombing range and what impact that would have on the solar garden. Commissioner Bockenfeld recommended that the applicant speak with Conoco Phillips.

Commissioner Doty asked about the dollar amount of the award from Excel Energy. The applicant did not know what the total award was.

Commissioner Bockenfeld recommended that the applicant also speak to the Sheriff's Office, as they use that facility when they find something that needs to be detonated.

Commissioner Sharpe suggested that the applicant make sure the facility could withstand the effects of the bombing range.

The applicant explained what the panels are made of and stated that they are quite sturdy.

Commissioner Holen acknowledged the innovation and concept of the solar gardens.

The public comment period was opened.

There were no public comments.

The motion was made by Commissioner Bockenfeld and duly seconded by Commissioner Holen in the case of U15-001 – Quincy Solar Garden, Use by Special Review, that the Board has read the staff report and received testimony at the public hearing. The Board finds itself in agreement with staff findings for the Use by Special Review application including all plans and attachments as set forth in the staff report dated February 8, 2016, and votes to approve, subject to the following conditions:

1. The applicant will modify the plans as requested by the Public Works & Development Department, prior to the signing of the mylars and before the commencement of any construction activities relating to this project.
2. The applicant agrees to address all Engineering Services Division comments and concerns, as identified within their reports, prior to signed mylars. The applicant will obtain an access permit prior to construction.
3. The applicant will strive to avoid any areas of paleontological, historic, or archaeological importance. If avoidance is not possible, further testing will be conducted, with landowner's permission, to determine the site's eligibility for historic status and a treatment plan will be developed that will be followed to protect eligible sites. The applicant will notify the County of any plans or activities to deal with historic, paleontological or archaeological sites that cannot be avoided by the construction of the solar garden.
4. The applicant will strive to avoid any Federal and/or State Threatened and Endangered Species or any State Species of Concern, that exist in areas where the solar garden will be constructed. If any Federal and/or State Threatened and Endangered Species, as well as State Species of Concern, is found to exist in areas where the solar garden will be constructed, then the applicant will collaborate with Colorado Parks and Wildlife and Arapahoe County to mitigate and minimize any potential impact to these species.
5. The applicant will provide the County with a noxious weed control plan for the site.
6. Once the solar community garden facility is no longer operational, the applicant must remove all equipment and restore the site to pre-development conditions within one year of ceasing operations or as otherwise agreed upon within a contract with the landowner if the land is owned by others.
7. It is highly recommended that the applicant meet with the Arapahoe County Sheriff's Department, the University of Denver, and with Conoco Phillips to

discuss any impact from DU's operations in that area that are permitted by the County.

The motion passed 5-0.

COMMISSIONER COMMENTS

Commissioner Jackson mentioned the two-day leadership meeting and said she is proud to work in a county where everyone works together to make it the best it can be.

Commissioner Holen acknowledged the expansion of the prescription drug abuse program.

Commissioner Doty acknowledged the passing of Nany Reagan.

There being no other business before the Board, the public meeting was adjourned by Commissioner Doty at 10:06 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

MATT CRANE, CLERK TO THE BOARD
BY JOLEEN SANCHEZ, ASSISTANT CLERK TO THE BOARD

**MINUTES OF THE ARAPAHOE COUNTY
BOARD OF COUNTY COMMISSIONERS
TUESDAY, MARCH 15, 2016**

At a public meeting of the Board of County Commissioners for Arapahoe County, State of Colorado, held at 5334 South Prince Street, Littleton, Colorado 80120 there were:

| | | |
|-------------------------------------|---------------------------------|---------------------------|
| Nancy Doty, Chair | Commissioner District 1 | Present |
| Nancy Jackson, Chair Pro-Tem | Commissioner District 4 | Absent and Excused |
| Nancy A. Sharpe | Commissioner District 2 | Present |
| Rod Bockenfeld | Commissioner District 3 | Present |
| Bill Holen | Commissioner District 5 | Present |
| Ron Carl | County Attorney | Present |
| Matt Crane | Clerk to the Board | Absent and Excused |
| Joleen Sanchez | Asst. Clerk to the Board | Present |

when the following proceedings, among others, were had and done, to-wit:

CALL TO ORDER

Commissioner Doty called the meeting to order.

INTRODUCTIONS

ROLL CALL

Commissioner Jackson was absent and excused.

PLEDGE OF ALLEGIANCE

MODIFICATION(S) TO THE AGENDA

There were no modifications to the agenda.

ADOPTION OF THE AGENDA

The motion was made by Commissioner Sharpe and duly seconded by Commissioner Holen to adopt the Agenda as presented.

The motion passed 4-0, Commissioner Jackson absent and excused.

ADOPTION OF THE MINUTES

The motion was made by Commissioner Holen and duly seconded by Commissioner Sharpe to adopt the minutes of February 16, 2016 public meeting as presented.

The motion passed 4-0, Commissioner Jackson absent and excused.

CEREMONIES

There were no ceremonies on this date.

CITIZEN COMMENT PERIOD

There were no citizen comments on this date.

CONSENT AGENDA

The motion was made by Commissioner Bockenfeld and duly seconded by Commissioner Holen to approve the items on the Consent Agenda as presented.

The motion passed 5-0.

GENERAL BUSINESS ITEMS

There were no general business items on this date.

COMMISSIONER COMMENTS

There were no commissioner comments on this date.

There being no other business before the Board, the public meeting was adjourned by Commissioner Doty at 9:32 a.m.

ARAPAHOE COUNTY BOARD OF COUNTY COMMISSIONERS

MATT CRANE, CLERK TO THE BOARD**BY JOLEEN SANCHEZ, ASSISTANT CLERK TO THE BOARD**

REPORT FOR 03/15/2016 TO 03/21/2016

FUNDS SUMMARY:

FUNDS SUMMARY:

| | |
|-----------------------------------|--------------|
| 10 General Fund | 321,732.24 |
| 11 Social Services | 43,460.63 |
| 14 Law Enforcement Authority Dist | 2,586.92 |
| 15 Arapahoe / Douglas Works! | 42,583.50 |
| 16 Road and Bridge | 105,012.95 |
| 20 Sheriff's Commissary | 9,415.43 |
| 21 Community Development | 12,468.94 |
| 25 Developmental Disability | 2,558,187.31 |
| 26 Grants | 68,445.61 |
| 28 Open Space Sales Tax | 4,084.33 |
| 29 Homeland Security - North Cent | 1,779.97 |
| 33 Building Maintenance Fund | 12,807.73 |
| 41 Capital Expenditure | 17,484.94 |
| 42 Infrastructure | 17,069.56 |
| 43 Arapahoe County Recreation Dis | 406.50 |
| 70 Central Services | 44,855.45 |
| 71 Self-Insurance Liability | 1,100.00 |
| 84 E-911 Authority | 16,889.76 |
| | ===== |
| TOTAL | 3,280,371.77 |

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

| | | |
|-------------------------------------|--------------------|-----------|
| ACCOUNT BROKERS INC | MISC. | 13.50 |
| ALBERT OVANDO | MISC. | 60.10 |
| ALL AMERICAN WINDOW TINTING INC | Supplies | 2,158.00 |
| ALLIED ELECTRONICS, INC | Supplies | 709.58 |
| ALLIED SECURITY HOLDINGS LLC | Services And Other | 57,042.19 |
| ANDREA RASIZER | Services And Other | 63.94 |
| ANDREW CORNELL | Services And Other | 257.99 |
| ANGELA ARNOLD | Services And Other | 40.98 |
| ARAMARK CHICAGO LOCKBOX | Services And Other | 2,854.00 |
| ARAPAHOE/DOUGLAS | Services And Other | 2,730.00 |
| ASHLEY MILLER | Services And Other | 19.28 |
| BATTERY SYSTEMS INC | Supplies | 538.62 |
| BC SERVICES INC | MISC. | 15.00 |
| BILL L HOLEN | Services And Other | 75.90 |
| BOBCAT OF THE ROCKIES LLC | Supplies | 751.80 |
| BRAULIO I SALAZAR | MISC. | 15.00 |
| BRENDA SIMONS | Services And Other | 2.54 |
| BRIDGESTONE RETAIL OPERATIONS LLC | Services And Other | 54.99 |
| BRUMBAUGH & QUANDAHL PC LLO | MISC. | 16.50 |
| CARQUEST AUTO PARTS | Supplies | 89.69 |
| CENTENNIAL ROTARY FOUNDATION INC | Services And Other | 650.00 |
| CHEMATOX LABORATORY INC | Services And Other | 20.00 |
| CINDY WERT | Services And Other | 9.20 |
| CLEAN DESIGNS INC | Services And Other | 884.31 |
| COLORADO BUREAU INVESTIGATION | MISC. | 22,631.50 |
| COLORADO DEPARTMENT OF | Supplies | 184.00 |
| CONTINUING LEGAL EDUCATION | Services And Other | 244.05 |
| CORY LAURITA | MISC. | 15.00 |
| CUTWATER COLORADO INVESTOR SERVICES | Services And Other | 7,510.68 |

REPORT FOR 03/22/2016 TO 03/28/2016

FUNDS SUMMARY:

FUNDS SUMMARY:

| | |
|-----------------------------------|--------------|
| 10 General Fund | 1,730,835.83 |
| 11 Social Services | 445,002.33 |
| 14 Law Enforcement Authority Dist | 66,310.13 |
| 15 Arapahoe / Douglas Works! | 124,101.80 |
| 16 Road and Bridge | 61,603.34 |
| 20 Sheriff's Commissary | 14,662.96 |
| 21 Community Development | 1,883.86 |
| 26 Grants | 31,883.67 |
| 28 Open Space Sales Tax | 26,275.16 |
| 29 Homeland Security - North Cent | 5,987.32 |
| 33 Building Maintenance Fund | 18,085.47 |
| 41 Capital Expenditure | 514,609.28 |
| 42 Infrastructure | 32,640.35 |
| 43 Arapahoe County Recreation Dis | 15,015.83 |
| 70 Central Services | 63,544.66 |
| 73 Self-Insurance Workers Comp | 207.47 |
| 74 Self-Insurance Dental | 72,885.69 |
| 84 E-911 Authority | 18,970.49 |
| | ===== |
| TOTAL | 3,244,505.64 |

FUND REPORT - EXPENDITURE TYPE

FUND 10 EXPENDITURE REPORT

| | | |
|-------------------------------------|--------------------|-----------|
| A2M4SEEN LLP | Supplies | 745.78 |
| ACME RADIATOR AND HEAVY EQUIPMENT | Services And Other | 168.50 |
| ACSO EMPLOYEE TRUST FUND | MISC. | 774.00 |
| ADAMSON POLICE PRODUCTS | Supplies | 9,165.00 |
| ALERT/SAM | Services And Other | 80.00 |
| ALLEGIANT MORTUARY TRANSPORT LLC | Services And Other | 3,490.00 |
| ALPINE CREDIT INC | MISC. | 15.00 |
| ANGLEA CECILIA MALDONADO | MISC. | 15.00 |
| ARAMARK CHICAGO LOCKBOX | Services And Other | 2,854.00 |
| ARAMARK CHICAGO LOCKBOX | Supplies | 50,646.77 |
| ARAMARK SERVICES INC | Supplies | 227.57 |
| ARAPAHOE COUNTY FOUNDATION | Services And Other | 1,000.00 |
| ARAPAHOE HOUSE | Services And Other | 23,333.33 |
| ARBOR OCCUPATIONAL MEDICINE | Services And Other | 480.00 |
| AT&T MOBILITY II LLC | Services And Other | 269.52 |
| ATSI MANAGEMENT COMPANY | MISC. | 15.00 |
| AUSLYN GROUP INC | Services And Other | 2,790.00 |
| AVI SYSTEMS INC | Services And Other | 28,164.92 |
| BACKGROUND INFORMATION SERVICES INC | Services And Other | 572.00 |
| BASELINE ASSOCIATES INC | Services And Other | 2,660.00 |
| BATTERIES PLUS | Supplies | 64.17 |
| BRIAN WEISS | Services And Other | 200.00 |
| CALIFORNIA STATE DISBURSEMENT UNIT | MISC. | 52.15 |
| CARQUEST AUTO PARTS | Supplies | 137.24 |
| CDW GOVERNMENT | Services And Other | 98.96 |
| CENTENNIAL PRODUCTS | Supplies | 1,833.46 |
| CGRS INC | Supplies | 1,565.00 |
| CHEMATOX LABORATORY INC | Services And Other | 360.00 |
| CHEMRES-SECURITY LLC | Services And Other | 850.00 |



David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesherriff.org
sheriff@arapahoegov.com

Board Summary Report

Date: March 25, 2016
To: Board of County Commissioners
Through: David C. Walcher, Sheriff
From: Olga Fajaros, Budget and Logistics Manager
Subject: Annual Fire Operating Plan and Cooperative Wildfire Protection Agreement

Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the 2016 Annual Fire Operating Plan. This plan establishes a sound public policy and determines specific responsibilities of cooperative wildland fire management in Arapahoe County.

Background

The Sheriff's Office plays an active role in the Annual Fire Operating Plan.

Discussion

The purpose of the Arapahoe County Annual Fire Operating Plan is to provide guidelines to, plan for, manage, and recover from wildland fires in Arapahoe County.

The Annual Fire Operating Plan includes sections on pre-fire planning, managing the incident, and cost recovery pertinent to a wildfire incident. Also included are procedures for requesting state and federal resources to combat and recover from wildland fire in Arapahoe County.

In addition to Arapahoe County specific incidents, this Plan details requirements for the use of Arapahoe County fire protection agencies on wildland fire in Arapahoe County. A copy of the Annual Fire Operating Plan has been printed for the Board of County Commissioners' review.

Alternatives

There are no other alternatives.

Fiscal Impact

None

Concurrence

The Board of County Commissioners' decision has a direct effect on the service provided to the citizens of Arapahoe County. The Office of Emergency Management is in support of this request.

Reviewed by:

Olga Fujaros, Budget and Logistics Manager

Lt. Nathan Fogg, Office of Emergency Management Coordinator

Undersheriff Louie Perea

Sheriff David C. Walcher

Finance Department

County Attorney

2016 ARAPAHOE COUNTY ANNUAL FIRE OPERATING PLAN



Contents

| | |
|--|----|
| PREAMBLE | 5 |
| PURPOSE..... | 5 |
| AUTHORITIES | 5 |
| RECITALS | 5 |
| INTERAGENCY COOPERATION..... | 6 |
| Interagency Dispatch Centers..... | 6 |
| Interagency Resources..... | 6 |
| Standards | 6 |
| PREPAREDNESS | 7 |
| Protection Planning..... | 7 |
| Protection Areas and Boundaries | 7 |
| Methods of Fire Protection and Suppression | 7 |
| Reciprocal (Mutual Aid) Fire Assistance | 9 |
| Acquisition of Services..... | 10 |
| Joint Projects and Project Plans | 11 |
| Fire Prevention | 14 |
| Public Use Restrictions | 14 |
| Burning Permits..... | 15 |
| Prescribed Fire (Planned Ignitions) and Fuels Management | 15 |
| Smoke Management..... | 16 |
| OPERATIONS..... | 16 |
| Fire Notifications..... | 16 |
| Boundary Line Fires..... | 16 |
| Response to Wildland Fire | 17 |
| Special Management Considerations..... | 17 |
| Decision Process..... | 17 |
| Cooperation | 17 |
| Communication | 17 |
| Cost efficiency..... | 18 |
| Delegation of Authority | 18 |

| | |
|--|----|
| Preservation of Evidence..... | 18 |
| STATE EMERGENCY FIRE FUND (EFF) | 18 |
| USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES..... | 18 |
| Cost Share Agreement (Cost Share Methodologies)..... | 18 |
| Training | 19 |
| Communication Systems..... | 19 |
| Fire Weather Systems..... | 19 |
| Aviation Operations | 19 |
| Billing Procedures | 23 |
| Cost Recovery | 24 |
| GENERAL PROVISIONS | 24 |
| Personnel Policy..... | 24 |
| Modification | 24 |
| Annual Review | 24 |
| Duration of Agreement..... | 25 |
| Previous Agreements Superseded | 24 |
| SIGNATURES..... | 26 |
| ARAPAHOE COUNTY SIGNATURES..... | 26 |
| COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE | 26 |

- Attachment A - Agreement for Cooperative Wildfire Protection**
- Attachment B - Resources/Completed CRRFs**
- Attachment C - Boundary Maps**
- Attachment D - Cooperator Incident Reimbursement Guidelines**
- Attachment E - Equipment/Personnel Use Rates**
- Attachment F - CRRF Forms/Completion Guidelines**
- Attachment G - Interagency Cooperative Wildfire Protection Agreement**
- Attachment H - Radio Frequency List/Dispatch Centers**
- Attachment I - Wildfire Emergency Response Fund (WERF) Guidelines**

- Attachment J - Arapahoe County Mutual Aid Agreements**
- Attachment K - Aviation Resource Request Form**
- Attachment L - Arapahoe County Open Fire Ban**
- Attachment M - Pueblo Zone Procedures for Initiation or Rescinding Fire Restrictions**
- Attachment N - Fire Department Contact List**
- Attachment O - Colorado Revised Statute References**
- Attachment P - Emergency Support Function ESF 4a**
- Attachment Q - Colorado Statewide Wildland Fire Management Annual Operating Plan**

PREAMBLE

The Annual Operating Plan (AOP) is a working document compiled each year by wildfire Agencies participating in the AOP, and shall be attached to and considered a part of the Interagency Cooperative Fire Protection Agreement

PURPOSE

This Annual Fire Operating Plan (AOP) is to set forth standard operating procedures, agreed procedures and responsibilities in order to implement cooperative wildfire protection on all lands within Arapahoe County. The purpose is to plan, in advance of an incident, who and how agencies will cooperate to control and extinguish wildfires. AOP's are meant to improve understanding of how each participating party to the AOP does business and operates. Goals and objectives of the AOP process include: improvement of efficiency, and effectiveness of response; prevention activities; mitigation activities; and fire business activities.

AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
 - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number 11-FI-11020000-017
- Agreement for Cooperative Wildfire Protection in Arapahoe County, (DFPC) CSFS #109

RECITALS

The Chief of the fire department in each fire protection district is responsible for the management of wildland fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish in accordance with the provisions of Section 32-1-1002 (3) (a), C.R.S. The Sheriff is responsible for coordination of fire suppression efforts in the case of prairie, forest, or wildland fires or wildfires occurring in the unincorporated area of the county outside of the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control or extinguish. The Sheriff's responsibilities are limited to those set forth in Section 30-10-513 and 30-10-513.5 C.R.S.

Refer to Attachment C: Boundary Maps, Attachment J: Mutual Aid Agreements & Attachment O: CRS References.

INTERAGENCY COOPERATION

Each participating jurisdiction within this plan will operate under the concepts defined in the Department of Homeland Security's National Incident Management System (NIMS) and National Wildfire Coordinating Group (NWCG) guidance.

Refer to Attachment G: Interagency Cooperative Wildfire Protection Agreement.

Interagency Dispatch Centers

There are six (6) Interagency Zone Dispatch Centers and one (1) Regional Coordination Center that operate within the State. For this jurisdiction, the Pueblo Interagency Dispatch Center will be utilized.

Pueblo Interagency Dispatch Center:
2840 Kachina Drive, Pueblo, CO 81008
719-553-1600 (24-hour), Alternate number: 719-549-0540

Refer to Communication Section for further details regarding the Pueblo Interagency Dispatch Center.

Interagency Resources

Requests for local resources by jurisdictions outside the Pueblo Interagency Dispatch Center (PIDC) service area will be made through PIDC. Any agencies within the PIDC area that receive direct requests from other jurisdictions will update their availability status in ROSS before they respond to the incident. PIDC will coordinate and track the movement of Arapahoe County resources to interagency wildfire assignments, but not for mutual aid activities.

Equipment and personnel will be dispatched only when a current Cooperative Resource Rate Form is on file with DFPC and availability status is current with Pueblo Interagency Dispatch Center through ROSS.

Pueblo Interagency Dispatch Center may be able to obtain lowboy transports for equipment when requested for long distance travel assignments. Unavailability of lowboy transports may require driving the apparatus to fulfill assignment requests.

Refer to Attachment B: CRRFs

Standards

Standards and Procedures for mutual aid assignments are outlined in the Reciprocal (Mutual Aid) Fire Assistance Section of this plan.

For incidents that do not involve federal lands or state agencies, such as department to department or county to county requests, agency standards will apply.

For incidents involving federal lands, state management (EFF), or other interagency assignments through the ROSS system, the following standards apply:

Prior to dispatch out of the local jurisdictional / mutual aid areas (Arapahoe County), all wildland resources will meet minimum National Wildland Coordinating Group (NWCG) Standards for the

type of resource requested. Equipment and personnel will not be dispatched without some prior agreement as to compensation, such as a Cooperative Resource Rate Form (CRRF) with the Colorado Division of Fire Prevention and Control. All wildland resources working on Federal lands (outside of Arapahoe County) beyond the initial attack period will meet NWCG standards and be Red Carded for the type of resource requested or assigned to the fire.

PREPAREDNESS

Protection Planning

Refer to Joint Projects and Project Plans Section and Prescribed Fire Section. Additional protection planning details are located within the Community Wildfire Protection Plan, updated in 2013.

Protection Areas and Boundaries

If a fire occurs on Aurora Water property, notification will be made to Aurora Water via the Department Contact List.

Refer to Attachment C: Boundary Maps and Attachment N: Department Contact List

Methods of Fire Protection and Suppression

The passing of House Bill 12-1283 transfers the wildland fire prevention and suppression operations from Colorado State Forest Service to the Division of Fire Prevention and Control (DFPC), within the Colorado Department of Public Safety, effective July 1, 2012.

The DFPC shall be the lead state agency for wildland fire suppression as identified in the Colorado State Emergency Operations Plan (ESF4a) and in accordance with the provisions of Section 23-31-301, C.R.S. More information on roles and responsibilities concerning ESF4a function can be found in Attachment P.

DFPC personnel will respond as needed and be available to respond to wildfires on state and private lands when called by Arapahoe County. This request will be made via the Colorado State Patrol Emergency Operations line at **303-279-8855**. Such response will be at no cost to the County, except as provided for by other agreements. DFPC will provide technical assistance to the County in suppression, logistics, planning, and other necessary duties, upon the County's request.

The Incident Command System (ICS) will be utilized on all fires. ICS is a standardized method of managing emergency incidents. It manages small, routine daily incidents as well as large, complex, multi-jurisdictional disasters. It is based upon:

- **A common organizational structure**
- **Common terminology**
- **Common operating procedures**
- **Known qualifications of emergency personnel**

Because ICS reduces confusion and uncertainty in the early phases of an incident, it increases the efficiency and effectiveness of fire protection and suppression actions.

If a wildfire crosses or threatens jurisdictional boundaries and becomes a multi-jurisdictional fire, the responsible jurisdictions will provide a delegation of authority to either a single Incident Commander or a Unified Command structure for the incident. One incident command post will be established for the incident. The jurisdictional representatives will meet as a group to identify policies, objectives and strategies, resulting in one common set of objectives delegated to a single Incident Commander. All of the information will be delivered in a single Incident Action Plan.

The incident shall coordinate the release of all information to agencies and the media. When possible a joint information center will be established utilizing all involved agency public information officers.

1. Emergency Condition Levels/Types

(Adopted from the *Arapahoe County Emergency Operations Plan*, revised 2015)

The severity of an Incident dictates the level or degree of emergency response and the need for activation of the County EOC. The following emergency condition levels provide a Standardized Classification System for use by ICS and EOC personnel in identifying appropriate response and resource mobilization levels.

Type 5 - Single, routine incident or one response agency.

Type 4 - Single incident requiring limited mutual aid and/or multiple response agencies.

Type 3 - Single or multiple incidents requiring full mobilization of local or regional resources and at least partial activation of the Arapahoe County EOC.

Type 2 - A disaster that exceeds local and regional resources, requiring state and/or Federal assistance.

Type 1 - The most complex incident, which requires federal resources for incident management.

2. Wildland Fire Types

In Colorado, Wildland fire type numbers are used to describe the degree of mobilization occurring in response to fire situations. Dispatchers and/or on-scene commanders are responsible to announce various types as the incident complexity changes.

Fire types are a numerical classification system of ranging from 1 to 5, used to quickly describe an incident and predetermine necessary dispatch and support actions. Size and complexity of each incident determines its type. The principal jurisdictional agency has responsibility for identifying each incident's type. Incident Commanders will ensure that types are communicated to the jurisdictional Dispatch Center, and to assisting and cooperating agencies en route to the incident.

No type - Routine fire operations within city or town boundaries, or a routine structural response within a rural fire protection district. The preplanned fire agency response is adequate; there is no significant impact on local resources, and no back-up alerting of State or Federal resources is required.

Type 5 - Routine wildland emergency response. No significant impact on local resources. No alerting of back-up elements is necessary. Normally involves only one agency but may require minimum cooperation or support from another response agency. The first emergency response agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional agency arrives. The IC should establish a command post so communications and coordination between the IC, and assisting or cooperating agencies, can be established. Requirements for additional resources are channeled through the IC. The Emergency Operations Center (EOC) is not opened, nor is the Arapahoe County Incident Management Team (Arapahoe County IMT) notified.

Type 4 - Routine wildland emergency which exceeds the capacities of on-scene personnel and equipment, involves multiple response agencies, and requires mutual aid support and preliminary alerting of County and State resources. The first emergency response agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional agency arrives. The ICS is implemented and the IC will establish an Incident Command Post (ICP). A decision will be made whether or not to open the EOC. Requirements for additional resources are channeled through the IC, to the EOC, if it is opened, or to each individual agency. The Arapahoe County IMT will be notified of its potential need. DFPC Regional FMO or designee notified of potential need via the State Emergency Operations Line (303) 279-8855.

Type 3 - Magnitude of the incident exceeds the capabilities of routinely available mutual aid and requires full mobilization of county resources. The first emergency response agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional agency arrives. ICP is opened. There may be possible transition to a State or Federal Incident Management Team. Anytime the Arapahoe County IMT is activated, the Arapahoe County EOC will be opened in support of the team. DFPC Regional FMO or designee is activated. DFPC Line Officer may be requested to incident.

Type 2/1 - Situation exceeds available county resources and requires substantial mobilization of out-of-county, State and/or Federal resources. The Sheriff shall seek the assistance of the State by requesting assistance from the Division of Fire Prevention and Control. ICP and EOC open. ICS is fully implemented. Arapahoe County IMT is operational as stated above, with possible transition to a State or Interagency IMT. DFPC Line Officer requested.

Reciprocal (Mutual Aid) Fire Assistance

Mutual aid agreements exist between fire departments within the county (Refer to Attachment J) Each agency will assume responsibility for its own expenses during the first twelve hours from the time of initial dispatch of the responding agency/ department (call for mutual aid) unless other payment arrangements are agreed upon by the involved agencies for a particular fire. Initial attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved agencies.

It shall be the responsibility of the jurisdictional agency to acquire and dispatch any needed replacements to relieve initial attack crews of assisting agencies at the earliest practical time after their arrival on the fire.

Each agency may make its manpower and equipment available upon request to the other agencies for fires not meeting the reciprocal fire protection criteria. For such fires, the assisting agency may request reimbursement from the jurisdictional agency. Each agency will assume responsibility for its own expenses during the first twelve hours. It is understood, however, that no agency will be required or expected to commit its forces to assist another agency to the extent of jeopardizing the security of its own jurisdiction.

Once assisting and jurisdictional crews have a fire controlled, it shall be mutually agreed as to what additional mop-up and patrol is necessary, and when assisting agencies will leave the fire.

Acquisition of Services

Single point ordering/tracking is strongly recommended for all agencies involved in this plan.

Initial dispatch of fire suppression forces will be performed by the dispatch center having responsibility for the area the fire is in. The initial dispatch center will remain the primary communications center until the communications center or the Incident Commander determine a Communications Center with greater capability is needed.

Initial response agencies should dispatch the most appropriate resources for the location and condition of the fire.

Units responding to the Incident either as mutual aid or reinforcement will operate on the radio frequency designated by dispatch. Radio frequencies used by Arapahoe County Fire and Police agencies are located in Attachment H. Also listed are available mutual aid and statewide frequencies.

In situations where communications cannot be established due to different frequencies or manufacturers, the Arapahoe County Sheriff's Office "Interoperability Communications Van" and the "Mobile Communications Command Unit (MCCU)" will be called out to establish a communications system.

Requests for Arapahoe County wildland fire resources will be made by local cooperators through the dispatch center having responsibility for the area the fire is in. All available mutual aid resources (specific equipment or personnel; wildland resource groups, etc.) will be utilized, prior to ordering resources from outside Arapahoe County.

Requests for state and federal fire resources will be made by the Arapahoe County Sheriff's Office Dispatch Center, only by those authorized to do so (listed below), through Pueblo Interagency Dispatch Center. The Colorado Division of Fire Prevention and Control Fire Management Officer or designee should be notified of all requests made to the Pueblo Interagency Dispatch Center as soon as possible. Request for state agency assistance, including requests for DFPC engines on loan to county fire agencies, will be made through the Colorado Division of Fire Prevention and Control Regional FMO or designee.

Interagency wildland fire resource orders must be approved by one of the designated County officials prior to the order being placed through Pueblo Dispatch. Arapahoe County Office of Emergency Management will be the primary contact for approval of resource orders. If Emergency Management is not available one of the officials listed below can give approval. All orders will go through the Arapahoe County Sheriff's Office Dispatch Center to PIDC. All local cooperator orders for interagency wildland fire resources may be at the requesting agency's expense, unless the designated County officials approve the resource orders for county payment. In Arapahoe County, the following people have authority to approve county payment for interagency wildland fire resource orders:

PERSONS AUTHORIZED TO ORDER INTERAGENCY WILDLAND FIRE RESOURCES ON BEHALF OF ARAPAHOE COUNTY.

Arapahoe County Sheriff's Office

- David C. Walcher Sheriff
- Louie Perea Undersheriff
- Vince Line Chief of Detention Services Bureau
- Glenn Thompson Chief of Public Safety Bureau
- Larry Etheridge Chief of Support Services Bureau
- Nathan Fogg Lieutenant, Emergency Management Coordinator

Arapahoe County is required to notify the DFPC Regional FMO or designee immediately upon ordering any interagency handcrews or aircraft through PIDC, if they are requesting the support of WERF for the resource's first use. Reimbursement under WERF is subject to availability of WERF funds. Crews and Aviation resources have additional costs associated with them that will not be reimbursed under WERF such as vehicles, fuels truck, lead planes, etc. All requests for the VLAT (Very Large Air Tanker) through WERF must first be approved by the DFPC Deputy Chief of Operations or designee. (Attachment I: (WERF) Guidelines) Without such notification, any such resource use may obligate county funds under the current Agreement for Cooperative Wildfire Protection in Arapahoe County (Attachment F of this AOP).

On wildfires for which Arapahoe County assumes charge or assists in suppression, DFPC will provide technical assistance to the County in suppression, logistics, planning, and other necessary duties, upon the County's request. Such requests should be made through the Arapahoe County Sheriff's Office to the DFPC Regional FMO.

Joint Projects and Project Plans

Agencies participating in the Annual Fire Operating Plan for Arapahoe County will coordinate fire prevention activities through the Arapahoe County Sheriff's Office.

A. Information and Education

- 1. Fire Danger Information
 - a. Fire Weather Information

Arapahoe County can access fire weather information via the Rocky Mountain Area Coordination Center (RMAACC) website at:
<http://gacc.nifc.gov/rmcc/>

In addition, zone fire weather information for Arapahoe County (Zone 245) can be found at the National Weather Service Forecast Office for Denver-Boulder:
<http://www.weather.gov/bou/fire>

b. Fire Danger Adjective Ratings and Dissemination

Arapahoe County can access fire danger rating information via the RMAACC website at: <http://gacc.nifc.gov/rmcc/predictive/firedngr.htm> and through the Pueblo Interagency Dispatch Center website:
http://gacc.nifc.gov/rmcc/dispatch_centers/r2pbc/

Adjective ratings translate in the following descriptions:

* **LOW** - Fires do not start readily from most accidental causes, though many lightning fires may start in some areas during low-danger periods. Fires which do start generally spread slowly, and there is little tendency to "spot". They often do not burn clean, but spread in irregular fingers.

* **MODERATE** - Fires can start from most accidental causes, but the number of starts is generally low. The rate of spread of fires is moderate; heavy concentrations of fuel will burn hot, and there may be some spotting. Control of fires under these conditions usually presents no special problems.

* **HIGH** - Fires will start easily from most causes. Fires will burn hot, spread rapidly, and will spot readily. Control of fires may become difficult, unless there is aggressive initial attack while they are small.

* **VERY HIGH** - Fires start easily from most causes. Fires will develop fast and can be spread rapidly with considerable spotting. Direct attack on the head of the fire may not be possible. Control may be difficult if initial attack is not successful.

* **EXTREME** - Fires start easily from all causes and may be started by unusual or unexpected causes. Fires burn intensely and spread rapidly. Direct attack is rarely possible except when fires are still small. The running heads of large fires are usually uncontrollable while the extreme danger period lasts and most effective control work must be confined to the flanks of the fires and to well-planned strategy.

* **RED FLAG WARNING** - This warning is issued by the National Weather Service when short-term weather conditions are predicted that will cause erratic fire behavior. These conditions include unusually low humidity, high winds, and "dry" lightning activity. Initial attack may require additional or air support under these conditions. Red Flag Warnings may be preceded by "Fire Weather Watches" that are also issued by the National Weather Service.

* **HIGH WIND WARNING** - A High Wind Warning is issued when the following conditions are occurring or imminent:

- 1) sustained winds of 40 mph or higher for one hour or more
- OR
- 2) wind gusts of 58 mph or higher for one hour or more.

c. Fire Danger Rating Signs
N/A

2. Joint or Single Agency Press Releases

Fire Danger Information: News releases on fire danger and prescribed burning will be coordinated and, when practical, issued jointly to newspaper, radio and television media by the participating agencies. Social media sites such as Facebook and Twitter will also be utilized when applicable. This effort will reduce public confusion and direct attention to fire danger at all elevations and ownerships.

3. Smoky Bear Program

Smoky Bear prevention programs are occasionally presented to public groups in Arapahoe County. The Colorado Division of Fire Prevention and Control coordinates this program.

4. Firewise and Firewise Communities Program

Firewise is an informational program that uses various tools to educate stakeholders about the risks associated with living in the wildland urban interface and the steps taken to reduce those risks. Stakeholders in this program include: The Colorado State Forest Service, homeowners, fire departments, County planning staff, County Commissioners, and insurance companies.

The Colorado State Forest Service has developed a Colorado Firewise Program specifically tailored to conditions in Colorado. The Colorado Firewise Program utilizes the Firewise Notebook to provide a consistent message throughout the state. The CSFS developed a train the trainer program to train fire departments, planners, homeowners, and members of other agencies in the Firewise concepts and utilizing the Firewise Notebook. www.csfs.colostate.edu/pages/wf-protection.html

The National Firewise organization conducts Firewise Communities Workshops throughout the United States. These workshops deal with strategies for protecting homes and communities from destruction by wildland fires. The main objectives of the workshop are:

1. To improve safety in the wildland/urban interface by sharing responsibility
2. To create and nurture local partnerships
3. To integrate Firewise concepts into community and disaster mitigation planning

For more information refer to the website: www.firewise.org/communities

5. Ready, Set, Go!

For the last 4 years Arapahoe County Sheriff's Office in cooperation with the I-70 corridor Fire Districts participated in FEMA's Ready, Set, Go! Program.

Ready, Set, Go! provides fire departments and other public-safety agencies with the tools, resources and guidance necessary to deliver the wildland fire safety message to individuals at the local level. The program is a three-step process that teaches homeowners to create their own action plan of preparedness, have situational awareness and leave early in the event of a fire—all with the goal of significantly increasing the safety of residents and firefighters.

The three-step process is easy to remember and implement:

Ready – Take personal responsibility and prepare long before the threat of a wildland fire so your home is ready in case of a fire. Create defensible space by clearing brush away from your home. Use fire-resistant landscaping and harden your home with fire-safe construction measures. Assemble emergency supplies and belongings in a safe spot. Plan escapes routes. Make sure all those residing within the home know the plan of action.

Set – Act immediately. Pack your vehicle with your emergency items. Stay aware of the latest news and information on the fire from local media and your local fire department.

Go – Leave early! Follow your personal action plan. Doing so will not only support your safety, but will allow firefighters to best maneuver resources to combat the fire.

6. Red Flag Operations

Red Flag warnings (and Fire Weather watches) issued by the National Weather Service Forecast Office will be communicated by Arapahoe County Sheriff's Office via e-mail.

Fire Prevention

Refer to Joint Projects and Project Plans Section

Public Use Restrictions

The Board of County Commissioners, Arapahoe County Sheriff, and the State of Colorado have the authority to issue fire restrictions on lands within Arapahoe County. Due to the regional nature of fire restrictions and the benefit of working as a coordinated region of counties and land management agencies, fire restrictions must be viewed as a comprehensive, coordinated effort. The Pueblo Interagency Fire Board will make recommendations on fire restrictions for the area served by the Pueblo Interagency Dispatch Center based on the criteria listed in Attachment M-Pueblo Zone Procedures for Initiation or Rescinding Fire Restrictions. Each agency will then determine whether or not to adopt the recommendation.

In case of any restrictions on burning or public movements because of extreme fire danger, either by Governor's proclamation or by local issues, the county will be responsible for enforcement on all non-federal lands, and may assist on other lands at the request of the appropriate agency. Fire restrictions in Arapahoe County take the form of an open fire ban. Below is an example of the definitions, restrictions, and exemptions of a fire ban. The Arapahoe County and City of Centennial Fire Bans Ordinance is found in Attachment L.

Open Fire Ban: Open fires or open burning shall be defined as any outdoor fire, including, but not limited to: campfires; warming fires; fires in outdoor wood-burning stoves (chimney sparks); and the prescribed burning of fence lines, fence rows, fields, farmlands, rangelands, wild lands, trash or debris.

The following shall be exempt from the open burning ban:

- Fires contained within liquid-fueled or gas stoves, fireplaces and wood-burning stoves within buildings.
- Small charcoal or gas grill barbecues used for cooking or warming food, which do not produce open flames when used.
- Fires set by any federal, state, or local officer, or member of a fire protection district in the performance of an official duty.
- Public fireworks displays with adequate firefighting personnel and equipment assigned to be on the scene of such permitted public displays.

Burning Permits

Fire protection districts or established fire departments issue open area burning permits based on the safety risks of such a fire.

The Colorado Department of Public Health and Environment issues open burning permits for all areas of Arapahoe County concerning the environmental and health effects of open burning.

Prescribed Fire (Planned Ignitions) and Fuels Management

The DFPC and agencies agree to cooperate in the development and implementation of prescribed burning programs and projects. Agencies and fire departments conducting prescribed fire activities will report their prescribed fire activities to the Arapahoe County Sheriff's Office prior to the start of the activity. Each agency or department will be responsible for obtaining any burn and air quality permits necessary at the county and state levels for their individual burns. Fire departments should also inform the DFPC Regional FMO or designee if they will be conducting prescribed burn activities.

Wildfires resulting from escaped prescribed fires ignited by a party to this Agreement on lands it manages shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this Agreement consistent with the terms and conditions contained herein, for costs incurred in suppression of such fires.

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon

and documented in the burn plan. Burn plans will address the required elements in the current “Interagency Prescribed Fire Planning and Implementation Procedures Guide.”

A party may take appropriate suppression action when lands under its protection are involved in or threatened by the escaped fire. Such suppression action may be taken on its own initiative or at the request of the responsible party. A party may take appropriate suppression action, at the request of the responsible party, when lands under its protection jurisdiction are not involved in or threatened by the fire.

Smoke Management

Smoke management consists of policies and practices implemented by the Colorado Air Pollution Control Division and the Colorado Air Quality Control Commission. Jurisdictions adhering to this AOP will communicate with the Colorado Air Pollution Control Division to evaluate existing prescribed fire permit program rules and implementation so as to support, and increase where possible, appropriate response use of prescribed fire.

OPERATIONS

Fire Notifications

The Arapahoe County Sheriff’s Office shall be immediately notified of all wildland fires that occur within Arapahoe County, regardless of which jurisdiction has wildland fire management responsibility. The Arapahoe County Sheriff’s Office will also be notified of wildland fires at Type 4 with the potential to escalate to Type 3.

The purpose of this procedure is to ensure that at least one point of contact is aware of wildland fire activity. Notification will be made by the Dispatch Center handling the initial attack fire forces.

The Arapahoe County Sheriff’s Office will immediately notify the Colorado Division of Fire Prevention and Control via the Colorado Emergency Operations phone, 303-279-8855, of all wildland fires at Type 4 with the potential to escalate to Type 3. The DFPC Regional Fire Management Officer (FMO) or a designee will respond, at his/her discretion, given the complexity (current or future) of the wildfire.

Boundary Line Fires

The most qualified individual, arriving first on the fire scene, will act as Incident Commander and will take charge of the fire until a mutual agreement on Incident Command can be established.

Initial response agencies should dispatch the most appropriate resources for the location and conditions of the fire and therefore not make assumptions that another Protection District is handling the fire.

Refer to Attachment J: Mutual Aid Agreements

Response to Wildland Fire

Refer to Methods of Fire Protection and Suppression Section.

Special Management Considerations

The use of aerial retardants is restricted within 300 feet of lakes, rivers and live streams. This does not limit future special management considerations.

Decision Process

DFPC requires that a Decision Support System (DSS) be completed for all fires that receive a FEMA declaration and recommends a DSS be completed for all EFF fires. All agencies involved in extended attack on private and state lands will provide input to the DSS. The DFPC Agency Administrator will facilitate completion and review of the DSS for these fires. When a fire is burning on or threatens to burn on multiple jurisdictions, one DSS should be prepared that considers all jurisdictions and their interests.

A web-based DSS, Colorado Wildfire Information Management System (CO-WIMS) is available to designated personnel. The system provides an up to date picture of the wildfire situation across the entire United States.

Cooperation

Refer to Interagency Cooperation Section for further details.

Communication

All agencies signing this plan authorize the use of their radio frequencies (See Attachment H) by other agency personnel for emergency purposes only.

Cooperators attempting to communicate on USFS frequencies must have Narrowband capabilities.

All Federal wildland firefighting agencies, including air-to-ground and air guard, (USFS / BLM / NPS/ USFWS) converted to 12.5 kHz, narrow band, bandwidth. Any system still operating wide-band, 25 kHz, will be operating on a Non Interference Basis (NIB). This means that if you receive radio interference from any authorized federal user, you do not have the right to request relief. It also means that if you cause radio interference to any authorized user, you will have to adjust your operation stop the interference to include shutting down your radio. (From USFS National Office)

*The air-to-ground channels are managed by Pueblo Interagency Dispatch and may be used by the Incident Commander or designee as authorized for each incident by Pueblo Interagency Dispatch. There are two Air to Ground channels assigned to the Pueblo Zone. All resources need to understand that if there are multiple incidents in the Zone the two Air to Ground channels could already be in use, which would lead to dispatch assigning additional air to ground frequencies for an incident. Therefore, it is critical that ground resources (at least one) have the ability to program VHF frequencies in the field.

Cost efficiency

Each respective agency agrees to be as cost efficient as possible without compromise to life and safety.

Refer to Cost Share Agreement Section for further details.

Delegation of Authority

A delegation of authority should include the following items;

- Authority having jurisdiction who is delegating authority
- Agency or individual accepting authority
- Specific authorities delegated
- Specific limits to the authority
- End terms of the authority

Preservation of Evidence

It will be the responsibility of the jurisdictional agency to take law enforcement action. All wildland fire management agencies will gather and preserve information and evidence pertaining to the cause of the fire.

STATE EMERGENCY FIRE FUND (EFF)

N/A.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

For fires that have shared financial responsibility, a cost share agreement will be produced. While each fire will be evaluated differently and may require different cost share methodologies, the basic premise for a cost share agreement is to create one that is fair and balanced for all parties.

A standard method for creating a cost share agreement is one where the total acres burned are calculated and then the percentage of acres burned within each jurisdiction are calculated. These percentages are then used for the final cost calculations for each agency.

Example: The fire burned 1000 acres. 500 acres in district A and 500 acres in district B. This equates to an even 50% split. The total cost would be split 50/50 with both agencies. Exemptions can be made for high cost items such as aircraft that may have only been utilized in one jurisdiction.

When a fire is approved for State of Colorado assistance implementation, the following minimum fire suppression forces will be maintained, as much as it is possible, throughout the duration of the incident:

- Those forces from the Fire Protection District within which the incident is occurring, while still providing a minimal level of response for other, new incidents within that district.
- Those mutual aid forces that are normally used by the Fire Protection District in which the incident is occurring, without jeopardizing the ability of the assisting agencies to mount a reasonable response within their own jurisdiction.
- Law enforcement and traffic control through the Sheriff's Office.

Other county-owned equipment as may be available and as mutually agreed upon between the County and the DFPC Agency Administrator, given the specific conditions and needs of the incident.

Senate Bill 13-245 created the Colorado Firefighting Air Corp Aviation Funds under the DFPC, authorized to assist local jurisdictions with initial attack response to the extent that funds are available DFPC Aviation Funding Guidelines. (See Attachment K)

Training

Each agency shall be responsible for the training of its own personnel; however, cooperating agencies will advise each other of planned training sessions and issue invitations to participate. All agencies and fire departments are encouraged to utilize all available avenues for wildland fire training, be it from federal, state, or local agencies. Each agency is responsible for certifying the qualifications of its own personnel, and issuing an Incident Qualifications card (“red card”) to its personnel utilizing the IQS Web data entry system and following the standards as outlined in PMS 310-1, Wildland Fire Qualification System Guide.

Safety of personnel involved in an incident is critical. Therefore, it is the stated goal of the participating agencies in this AOP to have all personnel that may be involved in suppressing wildland fires meet the current NWCG requirements for the position they are filling as specified in the Wildland Fire Qualification System Guide (PMS 310-1).

Each agency will be responsible for providing personal protective gear for their personnel; however, cooperating agencies may assist by supplying specific equipment needs for an individual incident. It is understood that suppression forces operating on Federal lands must be equipped with personal protective equipment (PPE), and for any work beyond the mutual aid period must be certified for wildland fire suppression (Red Carded) for the position they are filling, as specified in the current Wildland Fire Qualification System Guide (PMS 310-1). Recommended PPE items include: hardhat, eye protection, Nomex shirt and trousers or NFPA 1977 flame resistant equivalent, leather gloves, minimum 8 inch high leather boots with lug soles and a fire shelter.

Communication Systems

Refer to Communication Section, page 17.

Fire Weather Systems

Refer to the Joint Projects and Project Plans Section.

Aviation Operations

A. Aviation Map and Narrative

Federal agencies have mapped aviation issues in their fire management action plans. Arapahoe County and DFPC have not developed such a map. Items listed below will be addressed in the future development of such plan.

1. HAZARDS
2. SENSITIVE ZONES (urban-interface, aquatic, wilderness, etc.)
3. HELISPOTS, DIP SITES
4. AUTOMATIC DISPATCH ZONES (tied to preparedness planning)
5. DETECTION ROUTES
6. FOAM/RETARDANT RESTRICTION AREAS

B. Flight Following/Frequency Management

There is a frequency plan developed for Colorado that identifies frequencies for specific areas of Colorado. This plan is located at Pueblo Interagency Dispatch center.

PIDC will flight follow for aircraft ordered through them. If radio communication problems develop, PIDC will coordinate with adjacent dispatch centers to provide flight following. If no communication is established between the incident and aircraft any aircraft dispatched by or flight followed by PIDC will be returned to base.

C. Call When Needed (CWN) Aircraft, Tactical and Support Aircraft

1. STATE RESOURCES

The DFPC sponsors a State of Colorado Aviation Program, including fixed wing and rotor wing assets, for use on wildland fires within the State of Colorado. These assets have home bases, but frequently move locations to preposition in areas of risk. Requests to have State of Colorado aviation assets moved to cover a specific area (such as Arapahoe County) should be made by local cooperators through the DFPC Regional FMO or designee. Use of the State of Colorado Aviation assets or other interagency aviation resources can be made by the requesting agency under the terms of the Wildfire Emergency Response Fund (WERF), as shown in Attachment I. Requests for state aviation resources will be made through PIDC.

Senate Bill 13-245 created the Colorado Firefighting Air Corps (CFAC) under the Colorado Division of Fire Prevention and Control (DFPC). Senate Bill 14-164 authorized DFPC to purchase, lease, and contract aviation resources beginning July 1, 2014. The CFAC (Ref: CRS 24-33.5-1228) was authorized to assist local jurisdictions with initial attack wildland fire response on state and private lands within the state of Colorado. Any County Sheriff, municipal fire department, or fire protection district within Colorado may request aviation resources as the official Requesting Agency, utilizing ordering procedures defined in the

County Annual Operating Plan (AOP). DFPC will pay the cost of eligible wildland firefighting aviation resources on behalf of the Requesting Agency, in accordance with the following guidelines, and to the extent that funding is available.

2. FEDERAL RESOURCES

Requests by cooperators for Federal and Interagency aviation resources such as heavy air tankers, helicopters, or helitack crews will be made through PIDC.

3. MILITARY RESOURCES

For emergency use of Military aviation resources on local wildfires, requests for aircraft may be made directly by the Arapahoe County Sheriff's Office Authorized Representatives who will notify to the Joint Operations Center, (720) 250-1290 followed by immediate notification to PIDC, the DFPC Region FMO or designee via the State Emergency Operations Line (303) 279-8855 and Colorado State Emergency Management EOC.

4. AUTHORIZATION FOR RESOURCE ORDERS

Interagency wildland fire resource orders must be approved by one of the designated County officials prior to the order being placed through Pueblo Dispatch. All local cooperator orders for interagency wildland fire resources may be at the requesting agency's expense, unless the designated County officials approve the resource orders for county. See page 11 for a list of designated County officials.

D. Fixed Wing Base Management

The closest airports to Arapahoe County that are planned to serve as fixed wing air tanker bases are Rocky Mountain Metropolitan Airport (Broomfield, CO), and Pueblo Municipal Airport (Pueblo, CO). All requests for State and Federal aircraft should follow the directions in the preceding Section 10.C. The contact number for the USFS-Jeffco Airtanker Base is (303) 439-0332; emergency number is 720-887-4846.

E. Single-Engine Tanker Bases

Potential bases include:

Boulder County Airport

Central Colorado Regional Airport (Buena Vista)

Fremont County Airport

Rocky Mountain Metropolitan Airport

Pueblo Municipal Airport

F. Lead Plane / Air Attack Activation

The determination to use a lead plane or air attack on an incident will be made by PIDC as aviation resources are ordered, or as the incident complexity changes. Air Attack will be delivered, when possible as a modular unit, with the other aviation components ordered for the specific incident.

Air tankers are to be dispatched to arrive over a fire not earlier than thirty minutes after official sunrise and not later than thirty minutes before official sunset.

G. Aviation Requests and Operations

1. Initial Attack

Aircraft availability for initial attack should be confirmed with PIDC as conditions warrant. Some aircraft are on national contracts. It should be realized that if ordered, aircraft may come from out of state, which may greatly increase their time of arrival to the fire. Aircraft dispatched through PIDC to wildfires within Arapahoe County will use one of the designated air-to-ground frequencies found in Attachment H: The use of VFIRE (formerly FERN) channels will be discouraged for air-to-ground communications for tactical use on wildfires, in order to prevent conflicts with ongoing local fire agency use.

If communications between ground resources and the air resources dispatched by PIDC cannot be established, then state or federal air resources may be withdrawn from the incident. Once communication between these air resources has been established, PIDC will resume use of state or federal air resources on the incident. It is the responsibility of the Incident Commander and the jurisdictional agency to establish communications between ground resources and air resources on all wildfires.

The Incident Commander should use the Aviation Resources Request Form (Attachment K) when making a request to the Arapahoe County Sheriff's Office Dispatch Center for aviation resources.

2. Boundary Fires

Aircraft use on fires located along jurisdictional boundaries will be the responsibility of the ordering agency if pre-approval or consultation with all affected agencies has not occurred at the time of the resource order.

3. Wildland Urban Interface

Fire suppression aircraft usage in or near residential areas must be approved by the jurisdictional agency prior to usage.

4. Mutual Aid Procedures

See page 9.

5. Air Space Restrictions

The Incident Commander may request Temporary Flight Restrictions (TFRs) through PIDC if non-fire aircraft may pose a hazard for fire air operations. All TFRs must be requested through PIDC for wildfires or prescribed fires, following the current procedures listed in the RMA Mobilization Guide.

H. Inspection Schedules

Fire suppression aircraft are inspected annually and certified for their capabilities by the USDA, Forest Service or the Office of Aircraft Services.

I. Wildfire Emergency Response Fund (WERF)

The Wildfire Emergency Response Fund (WERF) was created (Reference: Colorado State Statute CRS 24-33.5-1226) to provide funding or reimbursement for wildfires. (Refer to Attachment I: WERF Guidelines), This fund will be utilized for assistance on state and private lands only, within the state of Colorado. WERF applies to initial attack only. Guidelines can be found in Attachment I.

Type 1, Type 2 IA, or Type 2 NWCG qualified handcrews are eligible and preference is given to ordering Colorado Department of Corrections Type 2 handcrews first. (Refer to Attachment I). Utilization of this fund does not require an agreement between DFPC and the using county sheriff, municipal fire department, or fire protection district. Continued use of aerial resources and/or handcrews beyond the WERF guidelines will be at full cost to the jurisdictional agency.

The ordering agency may be required to pay for the use of WERF resources then submit for reimbursement through the DFPC. Arapahoe County is required to notify the DFPC Regional FMO or designee immediately upon ordering any interagency handcrews or aircraft through PIDC, if they are requesting the support of WERF for the resource's first use.

J. Aviation Dispatch Procedures

All aviation dispatches will follow the current procedures listed in the Aviation Dispatch Procedures for the Pueblo Interagency Dispatch Center (located at PIDC).

Billing Procedures

Payment for all costs on reimbursable fires either to or by the county, fire protection districts, or volunteer fire departments, shall be coordinated through the Colorado Division of Fire Prevention and Control Fort Collins Office. This especially applies to fires that go beyond the first burning period before being declared contained or controlled.

Out-of-Jurisdiction Assignments

Documentation for prompt reimbursement to the department includes a signed invoice for each incident, all original incident payment documents and any additional supporting receipts and documentation for expense being claimed. Supplying the proper documentation will facilitate prompt payment of claimed expenses to the cooperator.

Reimbursement requests with complete supporting documentation should be submitted to the DFPC Fort Collins Office within 30 days of return from an incident. Send all documentation to: DFPC Fort Collins Office, Bldg. 1049, 5060 Campus Delivery, Fort Collins, CO 80523-5060. Email confirmation of receipt will be sent to department contact. Payment requests are processed on a “first come, first served” basis. Copies of invoice adjustments will be faxed or emailed to cooperators.

The most current information concerning formats and documentation requirements for reimbursement requests can be found at the following website:

Reimbursement procedures are shown in Attachment D.

Cost Recovery

Both the County and the State reserve the right to pursue reasonable cost recovery efforts for equipment, personnel, and supplies utilized in response to a wildland fire that extends beyond the mutual aid period. This includes the facilities and administrative fee, also known as indirect rate. This includes pursuing legal action against any party determined to be responsible for the cause of the fire.

GENERAL PROVISIONS

Personnel Policy

Employees of their respective Agencies shall be subject to the personnel rules, laws and regulations of their own Agency.

Modification

Changes to this plan require the signature of all participating agencies. DFPC will coordinate approvals and distribute official changes of the plan to all participating agencies.

Annual Review

This Annual Operating Plan should be reviewed annually and must be executed prior to April 1 of each year. The Colorado Division of Fire Prevention and Control is responsible for setting the annual date of the meeting.

This Plan becomes effective on the date signed by the last agency and shall remain in effect until jointly terminated in writing by all participating agencies.

Colorado Division of Fire Prevention and Control will coordinate approvals and distribute this plan to all participating agencies. Non-participating agencies that wish to review a copy of this plan should contact the Colorado Division of Fire Prevention and Control.

If no changes are made, a statement letter with signatures of all parties to the AOP will be distributed. Electronic copies will be sent to the DFPC State Office when finalized.

Duration of Agreement

The term of this Agreement shall commence for each participating agency upon the date of their signatures below and shall continue for one year, unless terminated earlier. Any participating agency shall have the right to terminate this Agreement upon thirty days written notice to all parties.

Previous Agreements Superseded

This document supersedes all previous versions of the Arapahoe County Annual Fire Operating Plan.

SIGNATURES

Authorized Representatives

ARAPAHOE COUNTY SIGNATURES

Signature

Date

David C. Walcher
Printed Name

County Sheriff
Title

Signature

Date

Nancy A. Doty
Printed Name

County Commissioner
Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature

Date

Printed Name

Regional Fire Management Officer
Title

Attachment A:

Agreement for
Cooperative Wildfire
Protection

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between ARAPAHOE, Colorado acting through its Board of County Commissioners and DAVID C. WALCHER, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

| | |
|--------------------------------------|---|
| C.R.S. § 24-33.5-707. | Local and Interjurisdictional Disaster Agencies and Services |
| C.R.S. § 24-33.5-709 | Local Disaster Emergencies |
| C.R.S. § 24-33.5-1201. | Division of Fire Prevention and Control |
| C.R.S. § 24-33.5-1202. | Definitions |
| C.R.S. § 24-33.5-1203. | Duties of Division |
| C.R.S. § 24-33.5-1217.3. | Authority to Permit Controlled Burns During Drought Conditions |
| C.R.S. § 24-33.5-1217.5. | Minimum Prescribed Burning Standards |
| C.R.S. § 24-33.5-1218. | Cooperation with Governmental Units |
| C.R.S. § 24-33.5-1219. | Wildland Fires – Duty of Sheriff to Report |
| C.R.S. § 24-33.5-1220. | Funds Available – Emergency Fire Fund |
| C.R.S. § 24-33.5-1221. | State Responsibility Determined |
| C.R.S. § 24-33.5-1222. | Cooperation by Counties |
| C.R.S. § 24-33.5-1223. | Sheriffs to Enforce |
| C.R.S. § 24-33.5-1224. | Limitation of State Responsibility |
| C.R.S. § 24-33.5-1225. | Emergencies |
| C.R.S. § 24-33.5-1226. | Wildfire Emergency Response Fund |
| C.R.S. § 24-33.5-1228. | Colorado Firefighting Air Corps |
| C.R.S. § 29-1-101, <i>et seq.</i> | Local Government Budget Law |
| C.R.S. § 29-22.5-101, <i>et seq.</i> | Wildland Fire Planning |
| C.R.S. § 30-10-512. | Sheriff to Act as Fire Warden |
| C.R.S. § 30-10-513. | Duties of Sheriff – Coordination of Fire Suppression Efforts for Forest, Prairie, or Wildland fire - expenses |
| C.R.S. § 30-10-516. | Sheriffs to Preserve Peace – Command Aid |
| C.R.S. § 30-11-107(1) (o). | Powers of the Board of County Commissioners |

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety

matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS, from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS.

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), the chief of the fire department in each fire protection district in the state is responsible for the management of Wildland Fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 24-33.5-707(10)(a), the Sheriff is responsible for coordination of all search and rescue operations within the Sheriff's jurisdiction.

11. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

12. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

14. In accordance with C.R.S. §§ 24-33.5-707(2) and 24-33.5-709, the County is responsible for declaring a local disaster emergency as well as maintaining a disaster agency or participating in a local or interjurisdictional disaster agency.

C. PURPOSE

The purpose of this Agreement is to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties in sustaining and implementing Wildland Fire management activities, such as prevention, preparedness, communication and education, hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and consideration of post-fire rehabilitation and restoration. It is the Parties' intent that this Agreement addresses both Wildland Fires in Wildland Areas and Wildland Fires in Wildland-Urban Interface areas.

D. DEFINITIONS

"Agency Administrator." Pursuant to the May 2008 *ICS Glossary*,¹ the chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

"Agency Representative." Pursuant to the May 2008 *ICS Glossary* an individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

"Agreement." This *Agreement for Cooperative Wildfire Protection*.

"Assumption of Fire Control Duty Agreement." A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of responsibility and control over a Wildland Fire from the County and the Sheriff to the DFPC in the case of a State Responsibility Fire. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff.

"Colorado Emergency Operations Line." The Colorado Division of Homeland Security and Emergency Management's point of contact for the County and the Sheriff to report

¹ <http://www.training.fema.gov/emivweb/is/icsresource/glossary.htm>.

Wildland Fires or to request any all-hazard assistance. This number will connect emergency managers with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Fire Management Officer.

“Colorado Prescribed Fire Planning and Implementation Policy Guide.” The DFPC’s annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via the *Wildland Fire Management* page of DFPC’s website.

“County.” ARAPAHOE COUNTY, Colorado acting through its Board of County Commissioners.

“County AOP.” The *County Annual Operating Plan* is an aspirational planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the county on an annual basis. The template is attached as Exhibit A.

“County Responsibility Fire.” A Wildland Fire occurring in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to control or extinguish.

“DFPC” or “Division.” The Colorado Division of Fire Prevention and Control.

“DFPC Analysis Form.” The analysis form used by the DFPC and the Sheriff to determine whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance. The form is attached hereto as Exhibit B. The Parties agree that changes or amendments to the DFPC Analysis Form as currently attached to this Agreement will be made through the rule making process described in C.R.S. § 24-4-103, by January 31, 2016, and will be incorporated in this Agreement after promulgation.

“Disaster.” Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

“EFF.” Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

“FEPP Program.” The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

“Fire Department.” Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

“Incident Commander.” Pursuant to C.R.S. § 29-22.5-102(2), the individual responsible for the overall management of the incident including developing incident objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

“IQS.” The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

“Local Incident Management Team.” Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

“Mutual Aid Agreement.” Pursuant to C.R.S. § 29-22.5-102(5), a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

“NFIRS.” The National Fire Incident Reporting System or its successor system.

“NIMS.” Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

“NWCG.” The National Wildfire Coordinating Group.

“Party” or “Parties.” “Party” means the County, or the Sheriff, or the DFPC and “Parties” means the County, the Sheriff and the DFPC.

“Prescribed Burning.” Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined areas to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

“ROSS.” The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide,

web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

“Sheriff.” The Sheriff of the county.

“State.” The State of Colorado.

“State Responsibility Fire.” A County Responsibility Fire that exceeds the County and the Sheriff’s capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

“Unified Command” or “Unified Command Structure.” Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

“Wildland Area.” Pursuant to C.R.S. § 29-22.5-102(9), an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

“Wildland Fire.” Pursuant to C.R.S. § 29-22.5-102(10), an unplanned or unwanted fire in a Wildland Area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in Wildland Areas where the objective is to extinguish the fire. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

“Wildland Urban Interface” or “WUI.” The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels. Describes an area within or adjacent to private and public property where mitigation actions can prevent damage or loss from wildfire. *See* NWCG Glossary of Wildland Fire Terminology – PMS-205, October 2014.

“Wildland-Urban Interface Fire” or “WUI Fire.” An unplanned or unwanted fire involving vegetative fuels in the Wildland Urban Interface, including unauthorized human-caused fires, out-of-control prescribed burning, and all other fires involving vegetative fuels in the WUI where the objective is to extinguish the fire. *See* FEMA 2010 National Fire Incident Reporting System Complete Reference Guide.

“Wildfire.” For purposes of this Agreement, either a Wildland Fire in a Wildland Area or a Wildland-Urban Interface Fire in a Wildland-Urban Interface area.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS AND EXHIBITS

The provisions of this Agreement shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;
3. Executed EFF Agreement for EFF Counties;
4. Executed Cost Share Agreements;
5. Executed Assumption of Fire Control Duty Agreements;
6. Executed County AOPs;
7. Executed DFPC Analysis Forms.

The Parties to this Agreement hereby acknowledge and agree that any changes the DFPC Analysis Form made by DFPC pursuant to its power to promulgate rules and regulations set forth in C.R.S. § 24-4-103, *et seq.* may result in an updated version of such document and shall be incorporated into this contract. If such document has been updated after the effective date of this Agreement, the DFPC will provide the Parties with such updated document.

G. AGREEMENT

Section 1. PLANNING

1.1 County AOP. Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a County AOP. The DFPC shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s) and negotiations and may execute the County AOP as a party. The County AOP shall be in the format of the template attached hereto as Exhibit A, *County Annual Operating Plan Template*. However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Further, the Parties acknowledge and agree that the County AOP is an aspirational plan documenting how Wildland Fire cooperation is implemented within the county.

1.2 Execution of the County AOP. All Parties recognize the importance of clear plans in the event of a Wildland Fire. For this reason, all Parties will make a good faith effort to execute a County AOP by April 1 of each year. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this Agreement. The Parties may jointly extend the April 1 deadline upon the written mutual consent of all Parties and the provision of written notice of the same being sent to all the participants in the prior year's County AOP.

1.3 Intergovernmental Agreements Concerning State Owned Lands. The Parties acknowledge that pursuant to C.R.S. § 24-33.5-1221(2), the County may be required to enter into intergovernmental agreements prior to January 1, 2017, with certain state agencies that own lands within the county.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

2.1 County and Sheriff Responsibilities. The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire suppression efforts and the authority for the ordering and monitoring of resources subject to compliance with State law.

2.2 DFPC Responsibilities. The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. Finally, the DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire. Pursuant to C.R.S. § 29-22.5-103(2)(c), when the Sheriff determines that a County

Responsibility Fire exceeds the County's capability to control or extinguish the Wildland Fire, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line and, in addition, by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the severity of the fire utilizing the *DFPC Analysis Form*. The Wildland Fire shall be elevated to a State Responsibility Fire when the DFPC Analysis threshold has been met and the Parties enter into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether a Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund.

3.2 County and Sheriff Responsibilities. For the duration of a State Responsibility Fire, the Sheriff, at the Sheriff's discretion, may serve or appoint someone to serve within the Unified Command Structure as an Agency Administrator. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative.

3.3 DFPC Responsibilities. For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority contained in an Assumption of Fire Control Duty Agreement. DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander within the Unified Command Structure.

3.4 Parties' Mutual Responsibilities. In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement:

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those delegated to the DFPC;

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources; and

Return of Authority Agreement:

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties.

3.5 All Parties Agree. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

3.6 Appeal of Determination of State Responsibility Fire. Review of the DFPC's use of the *DFPC Analysis Form* in analyzing a potential State Responsibility Fire that will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 County and Sheriff Responsibilities. The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Regional Fire Management Officer in the coordination of the State-owned engine program and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 DFPC Responsibilities. The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to detect, contain, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC engine program and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and

terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Section 5. WILDFIRE PREVENTION

5.1 County Responsibilities. Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County AOP.

5.2 DFPC Responsibilities. The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media as outlined in the County AOP.

Section 6. WILDFIRE DETECTION AND NOTIFICATION

6.1 Sheriff Responsibilities. The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219, via the Colorado Emergency Operations Line and its notification responsibilities as outlined in the County AOP.

6.2 DFPC Responsibilities. The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

Section 7. INVESTIGATIONS

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires suspected to be human-caused in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed

or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands.

Section 8. REPORTING

8.1 All Parties Agree. The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via NFIRS.

8.2 Sheriff Responsibilities. The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 DFPC Responsibilities. The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available, and the DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall be addressed to the respective Parties as follows:

DFPC: DFPC Regional Fire Management Officer
KIRK WILL
1504 QUAKER ST.
GOLDEN CO. 80401
303-279-9757
(address/phone/email)

County and Sheriff: ARAPAHOE COUNTY
SHERIFF DAVID C. WALCHER
13101 E. BRONCOS PKWY.
CENTENNIAL CO. 80112
720-874-4155 DWALCHER@ARAPAHOE.GOV.COM
(name/title/address/phone/email)

Section 10. BILLING AND PAYMENT

10.1 General Provisions. The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law. Any invoice from the DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include a copy of a written and executed Mutual Aid Agreement, cost share agreement, or other appropriate agreement apportioning such expense to the County and/or the Sheriff. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado.

In that capacity, the DFPC may charge the County and the Sheriff a *Cost of Overhead* fee not to exceed thirteen percent (13%) of the total amount billed to the County at a rate that adequately offsets the cost of providing the billing services.

10.2 Procedure to Invoice the County and the Sheriff. Following any Wildland Fire that may incur a cost to County or the Sheriff, the DFPC shall assist the County and the Sheriff by requesting cost reports from assisting agencies and producing invoices payable by the County. To start the process, within thirty (30) days after declared containment of the Wildland Fire, the County and/or the Sheriff shall submit to the DFPC a written request for cost reports from assisting agencies. Following receipt of the County and/or the Sheriff's written request, the DFPC shall request cost reports from assisting agencies for review and validation by the County and/or the Sheriff. Following the County and/or the Sheriff's review and validation, the DFPC shall make reasonable efforts to submit written invoices, along with adequate supporting documentation, to the County and/or the Sheriff within one hundred and twenty (120) days after the date the Wildland Fire is declared contained. If the DFPC cannot submit written invoices within one hundred and twenty (120) days, the DFPC shall at a minimum submit a written estimate of the anticipated expenses by November 15th of the year in which the Wildland Fire occurred.

Section 11. GENERAL PROVISIONS

11.1 Term. The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 Amendments or Extensions. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes

not properly approved in advance.

11.4 Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

DFPC: Division Director
690 Kipling Street, #2000
Lakewood, Colorado 80215

County: ARAPAHOE COUNTY COMMISSIONERS
5334 S. PRINCE ST.
LITTLETON CO. 80120

Sheriff: DAVID C. WALCHER
13101 E. BRONCOS PKWY.
CENTENNIAL CO. 80112

11.5 Captions, Construction and Severability. The captions and headings used in this Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

11.6 Ability to Contract. Each Party represents that it is not subject to any restrictive obligations imposed by any other agreement that would impair its ability to perform its obligations hereunder. The individual or individuals signing on behalf of each Party represent that they are fully authorized by law, statute, delegation, or otherwise to execute this Agreement and make it binding and enforceable against the Party on whose behalf the individual or individuals is or are signing.

11.7 Signatures. This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies or scanned versions of an original signature by any Party shall be binding as if they were original signatures.

11.8 Appropriations. Because this Agreement involves the expenditure of public funds, all obligations under this Agreement are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of Colorado.

11.9 Colorado Special Provisions. The following Special Provisions are required by law to be contained in every agreement of the State of Colorado. Any conflict between the Special Provisions and any other provision of this Agreement shall be resolved in favor of the applicable Special Provision:

(a) Controller's Approval; C.R.S. § 24-30-202(1). This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

(b) Fund Availability; C.R.S. § 24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(c) Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 *et seq.*, as applicable now or hereafter amended.

(d) Independent Contractor. The County and the Sheriff shall perform their duties hereunder as independent contractors and not as employees. Neither the County nor the Sheriff nor any agent or employee of either of them shall be deemed to be an agent or employee of the State. The County and the Sheriff and their employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for the County or the Sheriff or any of their agents or employees. Unemployment insurance benefits will be available to the County and the Sheriff and their employees and agents only if such coverage is made available by the County or Sheriff or a third party. The County and the Sheriff shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. The County and the Sheriff shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. The County and the Sheriff shall (a) keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for their acts and those of its employees and agents.

(e) Compliance with Law. The County and the Sheriff shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

(f) Choice of Law. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of

complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.

(g) Binding Arbitration Prohibited. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

(h) Software Piracy Prohibition; Governor's Executive Order D 002 00. State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. The County and the Sheriff hereby certify and warrant that, during the term of this Agreement and any extensions, the County and the Sheriff have and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the County or the Sheriff, or both, are in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

(i) Employee Financial Interest/Conflict of Interest; C.R.S. §§ 24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The County and the Sheriff have no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the County's or Sheriff's services and the County and the Sheriff shall not employ any person having such known interests.

(j) Public Contracts with Natural Persons; C.R.S. § 24-76.5-101. The County and the Sheriff, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of C.R.S. § 24-76.5-101 *et seq.*, and (c) if requested by the State, has produced one form of identification required by C.R.S. § 24-76.5-103 prior to the effective date of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT

Arapahoe COUNTY, COLORADO:

Board of County Commissioners:

By: Nancy Jackson
Chair Pro-Term

Nancy Jackson, Chair Pro-Term
Print Name & Title of
Authorized Officer

ATTEST:
(SEAL)

Bawley
County Clerk Case, Deputy

County Sheriff:

By: Dabbl
Sheriff



STATE OF COLORADO:
John W. Hickenlooper, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: _____
Paul L. Cooke
Director

APPROVED:

LEGAL SUFFICIENCY:
DEPARTMENT OF LAW
Cynthia H. Coffman
Attorney General

By: _____

**ALL CONTRACTS MUST BE APPROVED
BY THE STATE CONTROLLER**

C.R.S. § 24-30-202 requires that the State Controller approve all state contracts. This Agreement is not valid until the State Controller, or such assistant as he may delegate, has signed it.

STATE CONTROLLER:
ROBERT JAROS, CPA, MBA, JD

By: _____
Date: _____

Exhibit A: *County Annual Operating Plan Template*

2015 [Click here to enter text.](#)COUNTY
ANNUAL OPERATING PLAN

Contents

PREAMBLE 4

PURPOSE 4

AUTHORITIES..... 4

RECITALS 4

INTERAGENCY COOPERATION 4

 Interagency Dispatch Centers 4

 Interagency Resources..... 4

 Standards..... 4

PREPAREDNESS 5

 Protection Planning 5

 Protection Areas and Boundaries 5

 Methods of Fire Protection and Suppression 5

 Reciprocal (Mutual Aid) Fire Assistance..... 5

 Acquisition of Services 5

 Joint Projects and Project Plans 5

 Fire Prevention..... 5

 Public Use Restrictions..... 5

 Burning Permits..... 5

 Prescribed Fire (Planned Ignitions) and Fuels Management..... 5

 Smoke Management 5

OPERATIONS 5

 Fire Notifications..... 5

 Boundary Line Fires 5

 Response to Wildland Fire..... 5

 Special Management Considerations..... 6

 Decision Process 6

 Cooperation 6

 Communication..... 6

 Cost efficiency 6

 Delegation of Authority 6

 Preservation of Evidence..... 6

STATE EMERGENCY FIRE FUND (EFF)..... 6

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES 6

 Cost Share Agreement (Cost Share Methodologies) 6

 Training 6

 Communication Systems 6

 Fire Weather Systems 6

 Aviation Operations 6

 Billing Procedures 6

 Cost Recovery 7

GENERAL PROVISIONS 7

 Personnel Policy 7

 Modification 7

 Annual Review 7

 Duration of Agreement 7

 Previous Agreements Superseded 7

SIGNATURES 8

 Click here to enter text.COUNTY SIGNATURES 8

 COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE 8

 FEDERAL LAND MANAGEMENT AGENCY SIGNATURES 9

PREAMBLE

Click here to enter text.

PURPOSE

Click here to enter text.

AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
 - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number 11-FI-11020000-017
- Click here to enter text.County, Intergovernmental Agreement for Participation in the Colorado Emergency Fire Fund, CSFS #108
- Agreement for Cooperative Wildfire Protection in Click here to enter text.County, CSFS #109

RECITALS

Click here to enter text.

INTERAGENCY COOPERATION

Interagency Dispatch Centers

Click here to enter text.

Interagency Resources

Click here to enter text.

Standards

Click here to enter text.

PREPAREDNESS

Protection Planning

[Click here to enter text.](#)

Protection Areas and Boundaries

[Click here to enter text.](#)

Methods of Fire Protection and Suppression

[Click here to enter text.](#)

Reciprocal (Mutual Aid) Fire Assistance

[Click here to enter text.](#)

Acquisition of Services

[Click here to enter text.](#)

Joint Projects and Project Plans

[Click here to enter text.](#)

Fire Prevention

[Click here to enter text.](#)

Public Use Restrictions

[Click here to enter text.](#)

Burning Permits

[Click here to enter text.](#)

Prescribed Fire (Planned Ignitions) and Fuels Management

[Click here to enter text.](#)

Smoke Management

[Click here to enter text.](#)

OPERATIONS

Fire Notifications

[Click here to enter text.](#)

Boundary Line Fires

[Click here to enter text.](#)

Response to Wildland Fire

[Click here to enter text.](#)

Special Management Considerations

Click here to enter text.

Decision Process

Click here to enter text.

Cooperation

Click here to enter text.

Communication

Click here to enter text.

Cost efficiency

Click here to enter text.

Delegation of Authority

Click here to enter text.

Preservation of Evidence

Click here to enter text.

STATE EMERGENCY FIRE FUND (EFF)

Click here to enter text.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

Click here to enter text.

Training

Click here to enter text.

Communication Systems

Click here to enter text.

Fire Weather Systems

Click here to enter text.

Aviation Operations

Click here to enter text.

Billing Procedures

Click here to enter text.

Cost Recovery

Click here to enter text.

GENERAL PROVISIONS

Click here to enter text.

Personnel Policy

Click here to enter text.

Modification

Click here to enter text.

Annual Review

Click here to enter text.

Duration of Agreement

Click here to enter text.

Previous Agreements Superseded

Click here to enter text.

SIGNATURES

Authorized Representatives

Click here to enter text.**COUNTY SIGNATURES**

Signature

Date

Click here to enter text.

Printed Name

County Sheriff

Title

Signature

Date

Click here to enter text.

Printed Name

County Commissioner

Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature

Date

Click here to enter text.

Printed Name

Regional Fire Management Officer

Title

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

Signature

Click here to enter text.

Printed Name

Click here to enter text.

Federal Agency, Unit

Date

Click here to enter text.

Title

Signature

Click here to enter text.

Printed Name

Click here to enter text.

Federal Agency, Unit

Date

Click here to enter text.

Title

Signature

Click here to enter text.

Printed Name

Click here to enter text.

Federal Agency, Unit

Date

Click here to enter text.

Title

Signature

Click here to enter text.

Printed Name

Click here to enter text.

Federal Agency, Unit

Date

Click here to enter text.

Title

Exhibit B: *DFPC Analysis Form*

EXHIBIT B

DFPC ANALYSIS FORM

(Complete this form daily, as appropriate, based on the fire situation)

Date: _____ Time: _____ County: _____ Fire Name: _____

Location: Lat/Long _____ Legal: T__ R__ Section(s) _____

| | Current | | Predicted | |
|---|---------|----|-----------|----|
| | Yes | No | Yes | No |
| I. Resources | | | | |
| a. Has the normal mutual aid network been fully implemented? | | | | |
| b. Has the County committed all of its wildland resources defined in the County operating plan? | | | | |
| c. Have aviation resources been ordered? | | | | |
| d. Is the fire beyond the capability of local management team? | | | | |
| e. Is water supply limiting suppression efforts? | | | | |
| f. Is there a need for Interagency Regional or National resources? | | | | |
| g. Is the availability of additional resources hampering suppression efforts? | | | | |
| II. Values at Risk | | | | |
| a. Is the general public threatened? | | | | |
| b. Are structures threatened? | | | | |
| c. Are there unusually hazardous firefighting conditions? | | | | |
| d. Are historical values at risk? | | | | |
| e. Does the fire involve mixed land ownership? | | | | |
| f. Is critical infrastructure threatened? | | | | |
| III. Fire Behavior | | | | |
| a. Is fire behavior dictating an indirect control strategy? | | | | |
| b. Is extreme fire behavior present? | | | | |
| c. Is the 1000 hour fuel moisture below 12%? | | | | |
| d. Is the fuel type and condition conducive to rapid | | | | |

| | Current | | Predicted | |
|--|---------|----|-----------|----|
| | Yes | No | Yes | No |
| spread? | | | | |
| e. Is accessibility limiting suppression efforts? | | | | |
| f. Is the rate of spread beyond the suppression capability of local resources? | | | | |
| g. Is fire burning on slope greater than 30%? | | | | |
| IV. Fire Weather | | | | |
| a. Are wind speeds greater than 20 mph? | | | | |
| b. Is the temperature above seasonal average for fire location? | | | | |
| c. Is the RH below 15%? | | | | |
| d. Are there any critical fire weather events? | | | | |
| V. Other Considerations | | | | |
| a. Are there political or economic concerns? | | | | |
| b. Are non-fire incidents occurring which have an impact on fire operations? | | | | |
| c. Is additional aviation management or oversight needed? | | | | |
| d. | | | | |
| e. | | | | |
| VI. Totals | A | B | C | D |
| | | | | |

Current (A) ___ + Predicted (C) ___ = _____
Current (B) ___ + Predicted (D) ___ = _____

To qualify for EFF or State financial assistance, answers must reflect a total local level commitment to the fire.

To qualify for EFF, total of Columns A + C must be equal to or greater than 35. If the incident does not qualify for EFF, DFPC may assist the County in seeking State financial assistance if available.

Sheriff or Designee's Signature

DFPC Director or Designee's Signature

DFPC DIRECTOR RESPONSE:

Attachment B:

Resources



COLORADO RESOURCE RATE FORM (CRRF) 2014 -2017

Colorado Department of Public Safety (CDPS)

Division of Fire Prevention and Control (DFPC)

Division of Homeland Security and Emergency Management (DHSEM)

1. ORDERING OFFICE

Ordering of Cooperator resources is outlined in the Annual Operating Plan for the county shown in Block 2 and the State of Colorado Emergency Operations Plan.

Agency References:

| | |
|----------------|--------------------|
| NPS Agreement | F1249110016 |
| BLM Agreement | BLM-MOU-CO-538 |
| USFS Agreement | 11-FI-11020000-017 |
| BIA Agreement | A11PG00030 |
| F&WS Agreement | none |
| FEMA Agreement | none |

2. COUNTY

**Arapahoe County
(CO-ARAZ)**

3. INTERAGENCY DISPATCH CENTER

Pueblo

4. EFFECTIVE DATES - May 1, 2014 through April 30, 2017

5. COOPERATOR

Unit Identifier: CO- ARAZ

Vendor ID: 841546904A

Name: Arapahoe County Sheriff's Office

Address: 13101 E. Broncos Pkwy.

City: Centennial

State: CO Zip Code: 80112

Admin Email: Nfogg@arapahoegov.com

Admin Phone: 720-874-3659

Fax: 720-874-3897

Dispatch / 24 hour Phone: 303-795-4711

6. CONTACTS – FIRE

DFPC Business staff (970) 491-8538
<http://dfpc.state.co.us/>

7. PAYMENT OFFICE – FIRE INCIDENTS

Colorado Division of Fire Prevention & Control
Building 1049,
5060 Campus Delivery
Fort Collins, CO 80523-5060

8. CONTACTS – ALL HAZARD

DHSEM Main Office (720) 852-6689
<http://dhsem.state.co.us/>

9. PAYMENT OFFICE – ALL-HAZARD INCIDENTS

Colorado Division of Homeland Security and Emergency
Management – Logistics Unit
9195 East Mineral Avenue – Suite 200
Centennial, CO 80112

10. COOPERATOR EMERGENCY CONTACT (Name, Phone, and Fax)

On Call Commander 303-795-4711 (Fax: 720-874-3954)

11. SPECIAL PROVISIONS

12. BILLING INFORMATION

Originals of all payment documents should be given to the cooperator at time of release from incident. **Incident agency should keep the file copies only.** Cooperators must submit original payment documents to the appropriate payment office listed above for reimbursement. DFPC or DHSEM will bill the appropriate incident jurisdictional agency.

Personnel time will be documented and billed at actual cost for incident assignments. All cooperator personnel will be compensated at established rates as documented with the Colorado DPS.

I understand this document is not an agreement or contract. As a Cooperator, this identifies costs associated with the listed resources. Availability of these resources is not guaranteed. If available when requested, these resources will be supplied under the above conditions at the indicated cost subject to the conditions detailed in the attached CRRF Use and Conditions document. **I certify that the equipment listed here is either Cooperator-owned, or placed under agreement with the State of Colorado.** All Cooperator personnel have cooperator-provided workers compensation coverage.

As a Cooperator, I certify by signing this document that neither the Cooperator nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. I also agree to immediately provide an update to the Colorado Department of Public Safety in the event this status changes.


Cooperator Signature

Nathan Fogg, Lieutenant

Printed Name and Title

02246

Date

CDPS Approval Signature

Printed Name, Title, and Agency

Date

Cooperator Name:
Unit Identifier: CO- ARAZ

Equipment work rates do not include personnel or operating supplies (fuel and oil).

| 13. Resource Description <small>(include call sign, make, model, year, VIN, license number)</small> | 14. Kind | 15. Type | 16. Work Rate | | 17. Minimum Daily Guarantee | 18. Ordering System STATE USE ONLY |
|--|-----------------|-------------|------------------|---------|--------------------------------|--|
| | | | a. Rate \$ | b. Unit | | |
| (a) 2007 Mack tender, unit :3112 VIN:1M2AG11Y67M061992 3000 gal. tank, Pump and Roll, Hose reel with 100' of 1" hose 300' 1 1/2 hose | Tactical Tender | I | \$119.00 | HOURLY | \$952.00 | |
| (b) 2008 Ford F350 4x4, Unit:5231 VIN: 1FTWW31Y78EB77268 200 gal water, 15 gal. Foam, (CAFS) 100' hose reel | Engine | VII | \$65.00 | HOURLY | \$520.00 | |
| (c) 2006 Ford250, Unit:5013 VIN: 1FTWW31518EE12835 200 gal. water, 5 gal. foam, 300' 1" hose 300' 1 5" hose | Engine | VI | \$71.00 | HOURLY | \$568.00 | |
| (d) 2006 Chevrolet Unit 3110 VIN: 1GBHK29U56E277239 150 gal. water, 5 gal. foam, 300' 1" hose 300' 1 5" hose | Engine | VI | \$71.00 | HOURLY | \$568.00 | |
| (e) 2008 John Deere Gator, Unit:5032 VIN: M0XUVDT020106 4x4, configured as a type 7 wild land engine can carry stokes litter | UTV | NA | \$44.00 | DAILY | | |
| (f) 2014 Honda FOURTRX500 Unit:4053 VIN:1HFTE44H1E4000150 | ATV | NA | \$33.00 | DAILY | | |
| (g) 2013 Honda Unit: 5328 VIN:1HFTE38F1C4000021 | ATV | NA | \$33.00 | DAILY | | |
| (h) Staff vehicle: 5150 VIN: 1FMFU16539EA96953 Ford Expedition, 4x4 | SUV | NA | \$65.00 | DAILY | | |
| (i) Staff vehicle: 5312 VIN: 1FMJU1G54CEF52345 Ford Expedition, 4x4 | SUV | NA | \$65.00 | DAILY | | |
| (j) Staff vehicle: 5011 VIN: 1FMJU1GTXFEF34192 Ford Expedition, 4x4 | SUV | NA | \$65.00 | DAILY | | |

Cooperator Initials: MP

Approved by: _____
CDPS Signature Printed Name, Title, and Agency Date

Cooperator Name:
Unit Identifier: CO- ARAZ

Equipment work rates do not include personnel or operating supplies (fuel and oil).

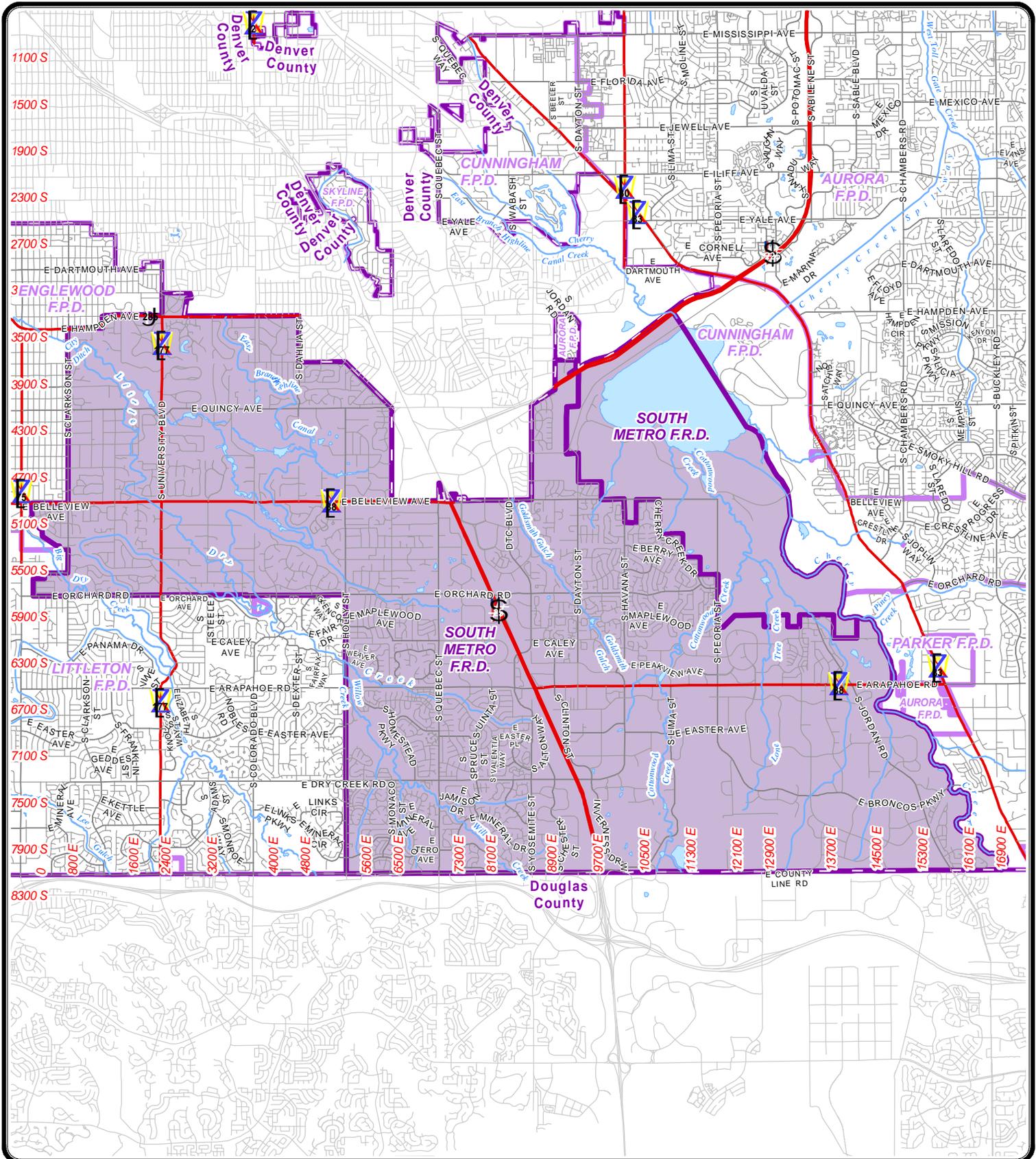
| 13. Resource Description <small>(include call sign, make, model, year, VIN, license number)</small> | 14. Kind | 15. Type | 16. Work Rate | | 17. Minimum Daily Guarantee | 18. Ordering System STATE USE ONLY |
|--|----------|----------|---------------|---------|-----------------------------|---------------------------------------|
| | | | a. Rate \$ | b. Unit | | |
| (a) Staff Vehicle: Unit 5134 VIN: 1FTWW31Y88EE27164 Ford F350 4x4 | 4x4 | NA | \$76.00 | DAILY | | |
| (b) | | | | | | |
| (c) | | | | | | |
| (d) | | | | | | |
| (e) | | | | | | |
| (f) | | | | | | |
| (g) | | | | | | |
| (h) | | | | | | |
| (i) | | | | | | |
| (j) | | | | | | |

Cooperator Initials: MP

Approved by: _____
CDPS Signature Printed Name, Title, and Agency Date

Attachment C:

Boundary Maps

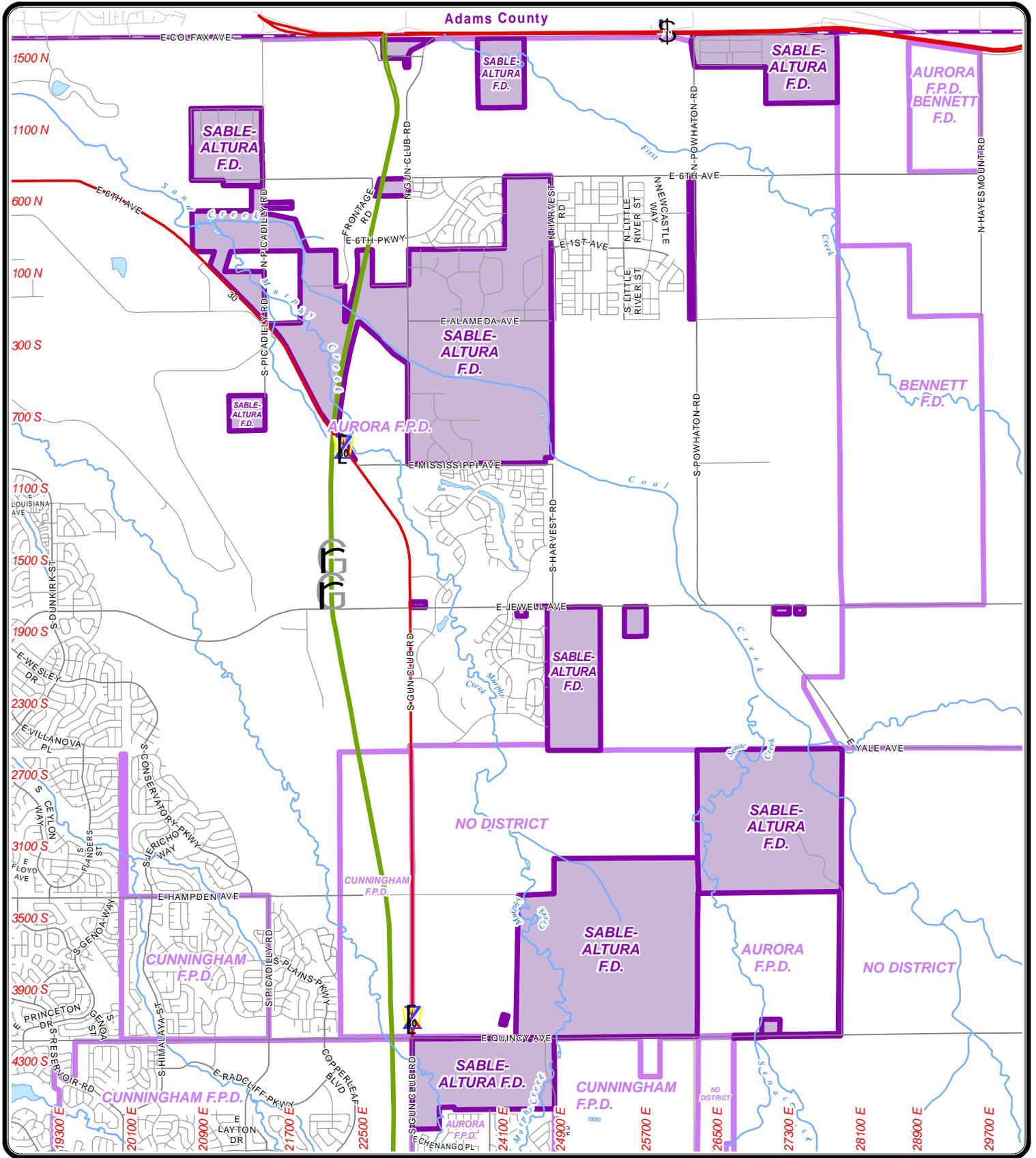


SOUTH METRO FIRE RESCUE DISTRICT

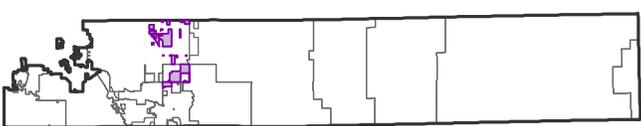
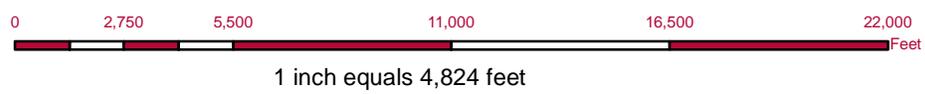


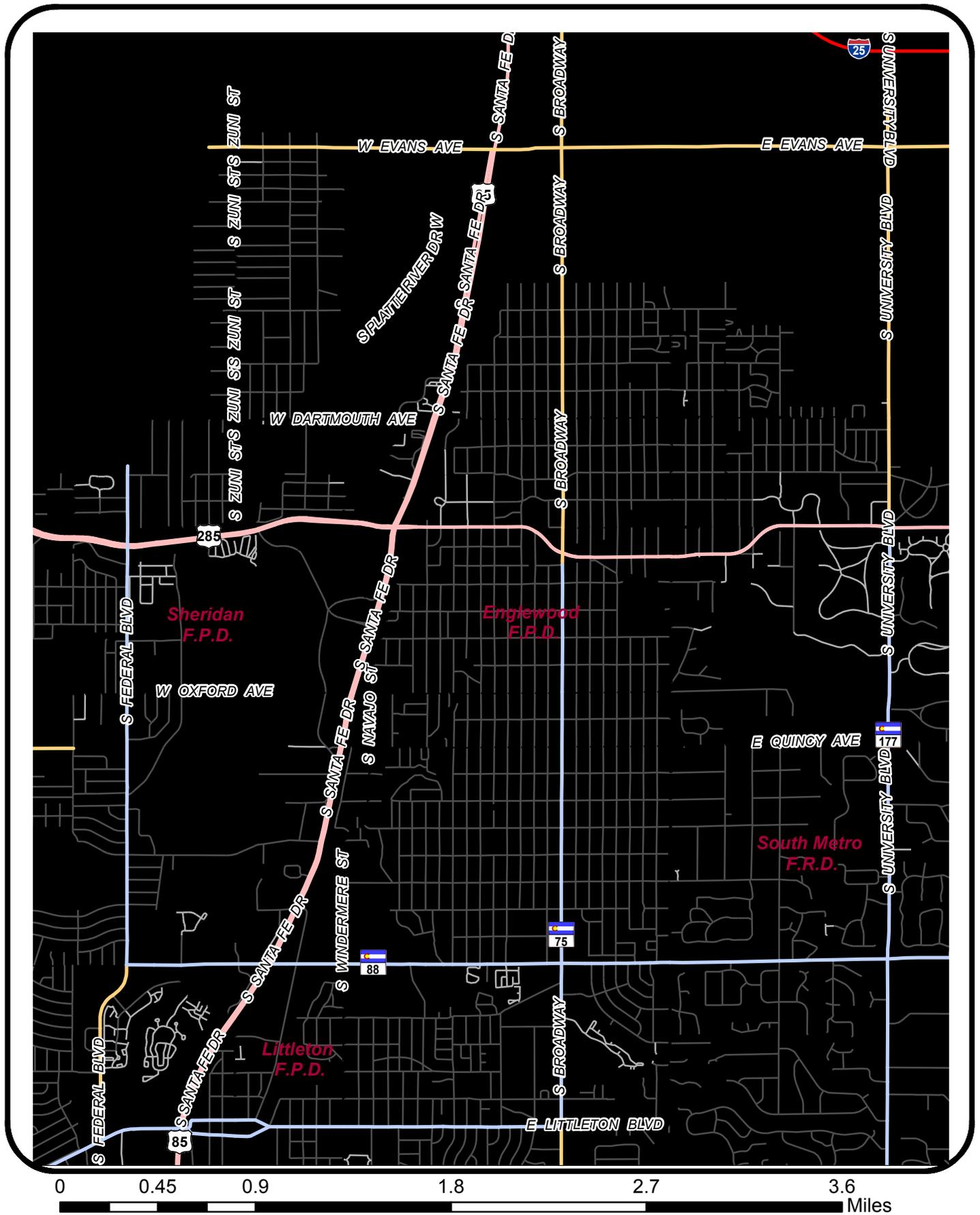
1 inch equals 7,436 feet



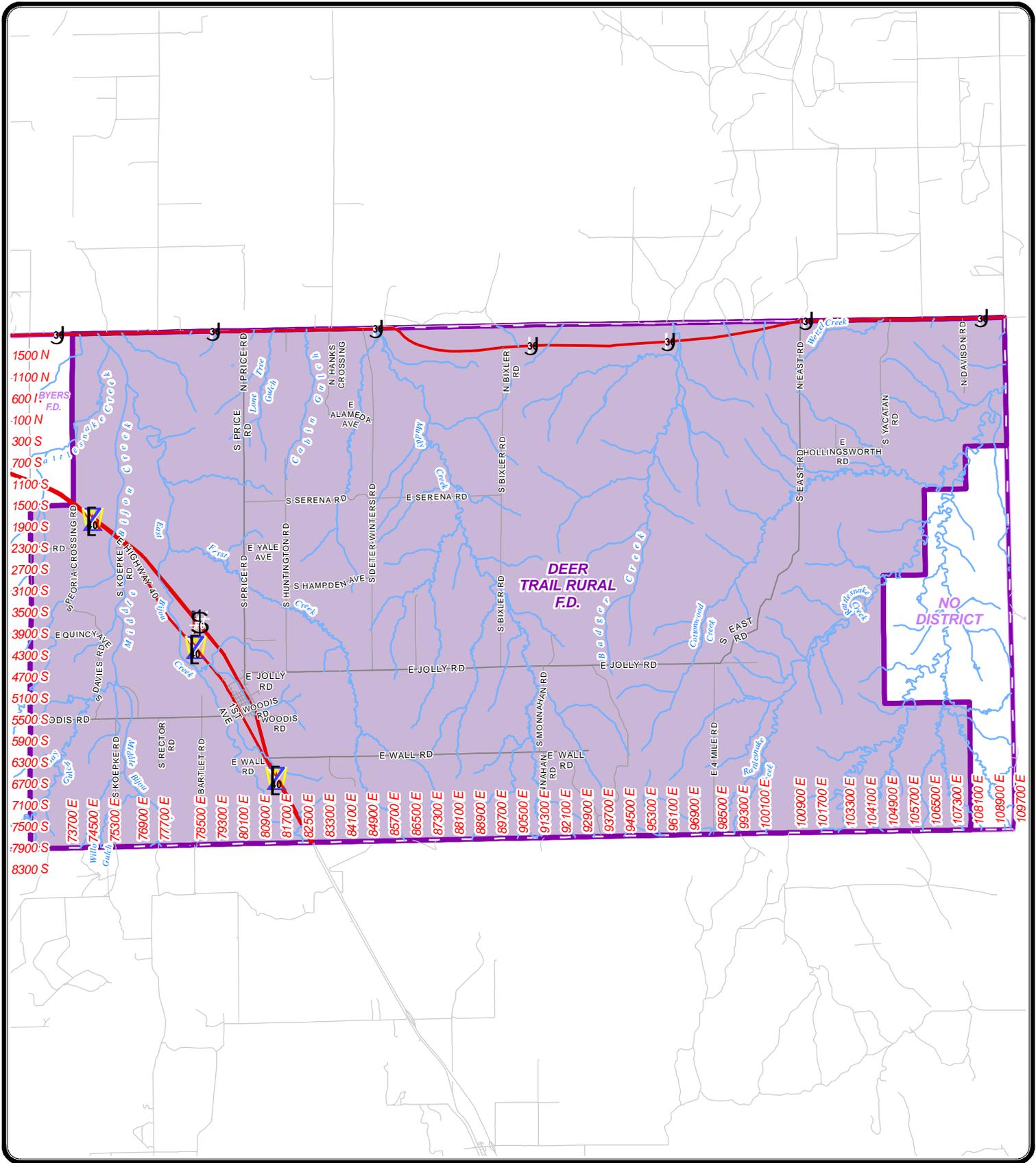


SABLE-ALTURA FIRE DISTRICT





ENGLEWOOD FIRE SERVICED BY D.F.D.

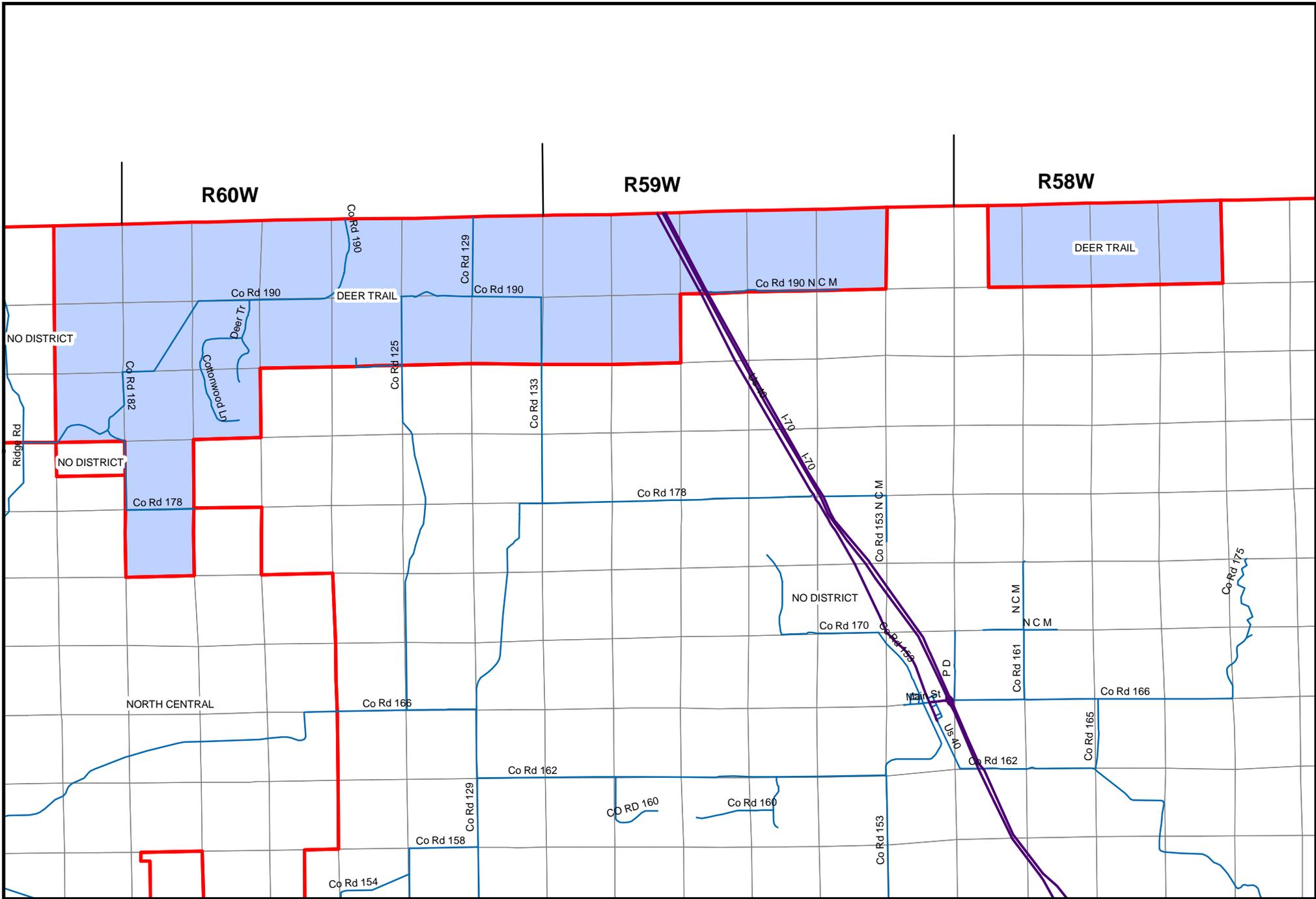


DEER TRAIL RURAL FIRE DISTRICT



1 inch equals 16,169 feet





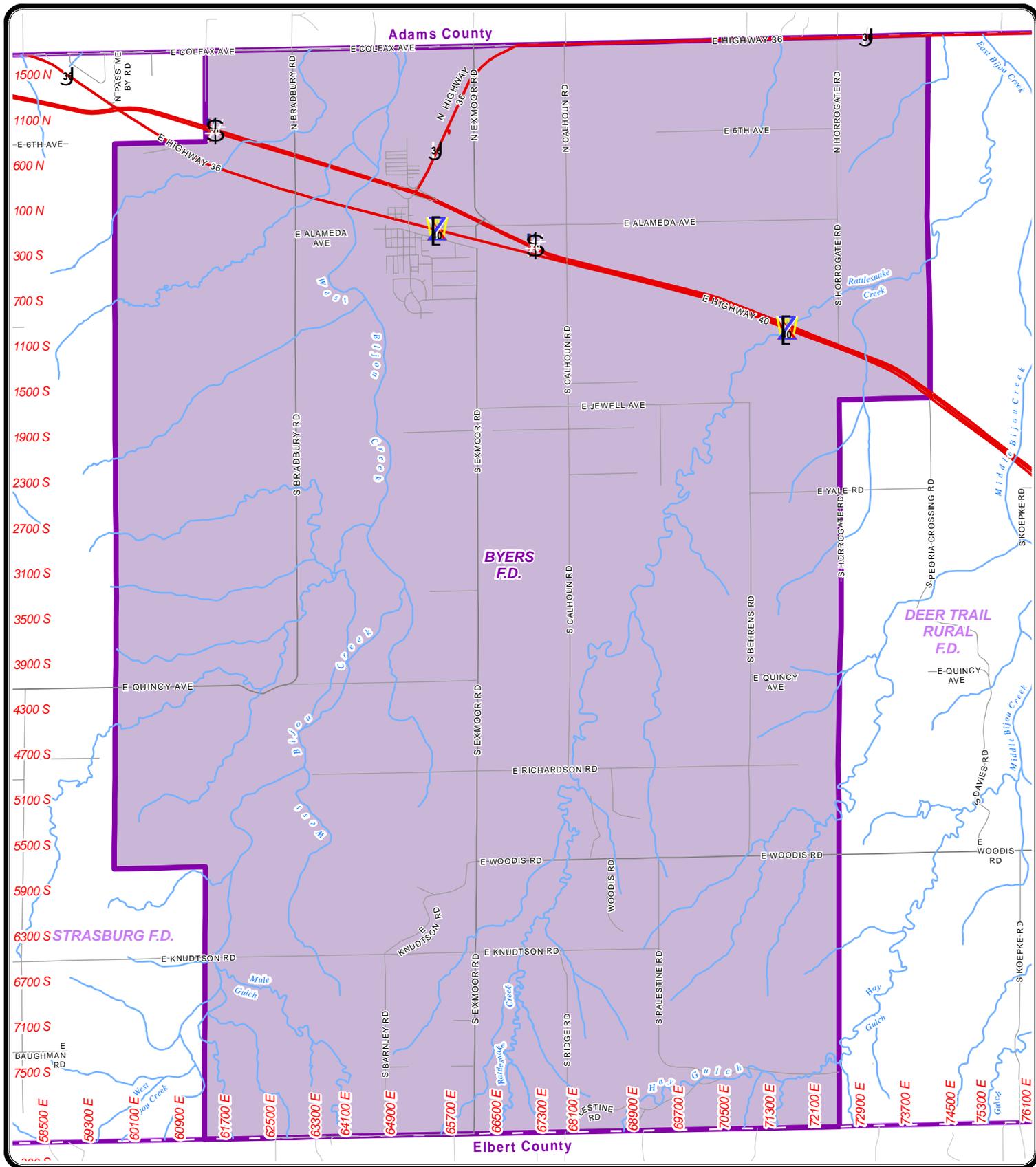
Deer Trail Fire District

- paved_roads_2007
- ecroads07
- ◊ firedist2005
- ◊ ECPLSS



Prepared By: Jodi Meisman
Elbert County Communication Center
G.I.S Specialist



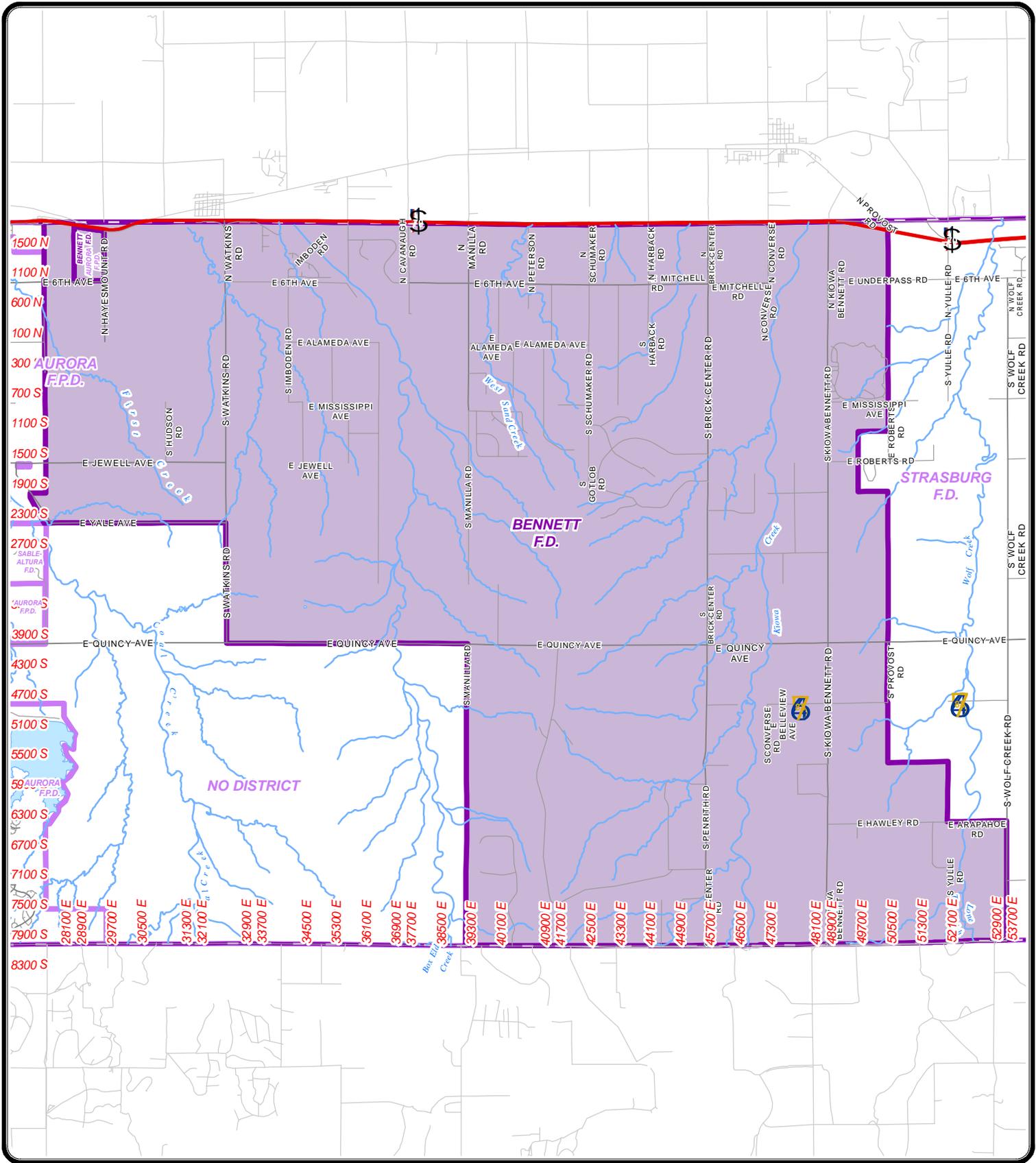


BYERS FIRE DISTRICT

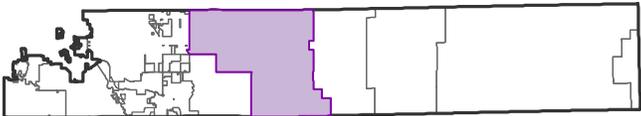
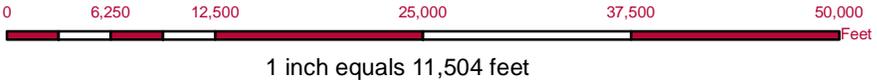


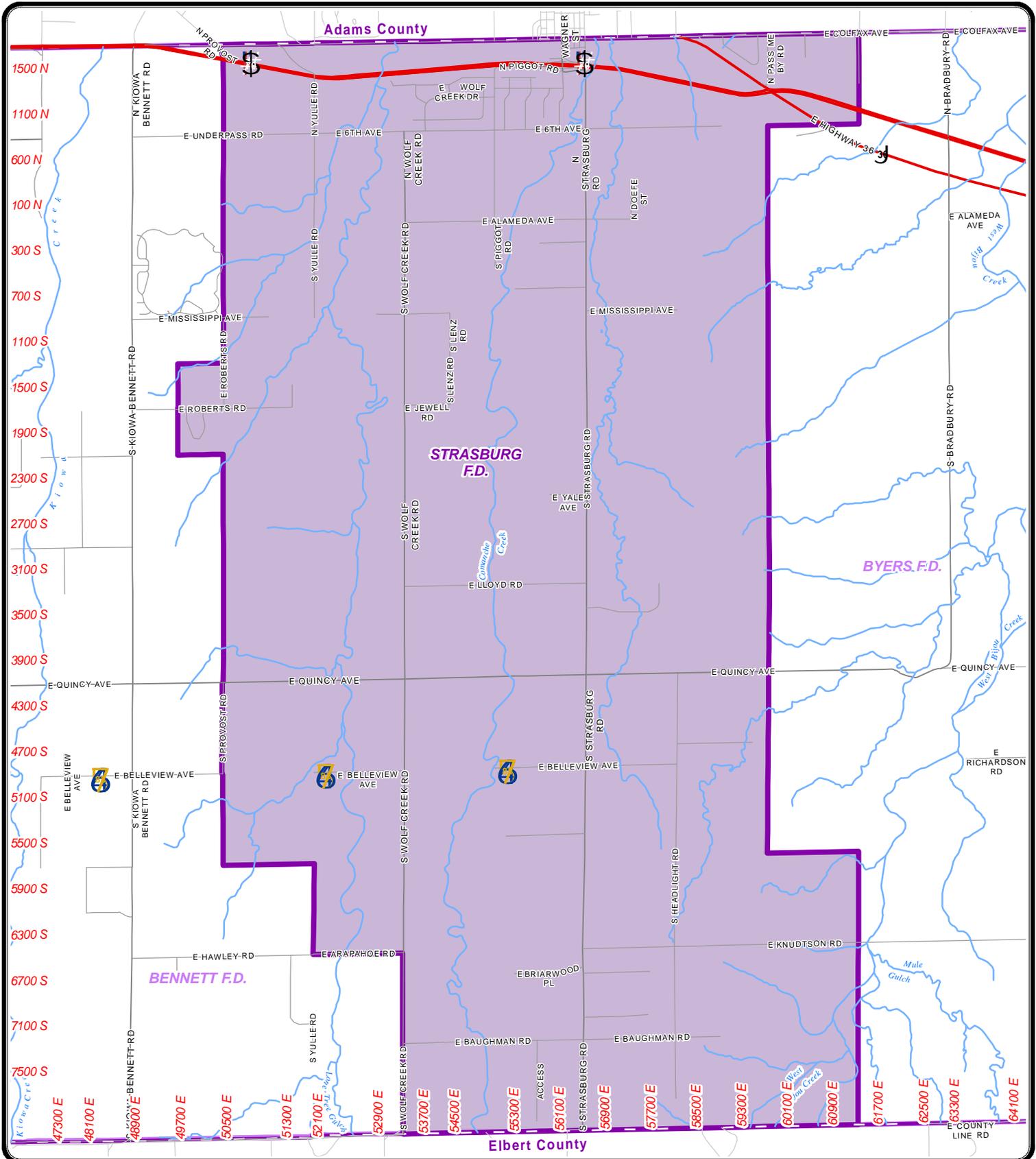
1 inch equals 7,667 feet



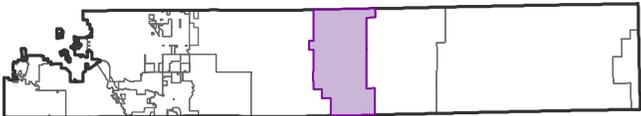


BENNETT FIRE DISTRICT





STRASBURG FIRE DISTRICT



Attachment D:

Incident
Reimbursement
Guidelines



COLORADO RESOURCE RATE FORM (CRRF) 2014 -2017

Colorado Department of Public Safety (CDPS)
Division of Fire Prevention and Control (DFPC)
Division of Homeland Security and Emergency Management (DHSEM)

Colorado Resource Rate Form Use and Conditions

The Colorado Resource Rate Form (CRRF) is the State of Colorado's only document for a Cooperator to list their equipment and reimbursement rates for resource mobilization. It also provides information for incident management teams, and facilitates the entry and maintenance of this information in WebEOC and ROSS. This document is standardized and stand-alone, and is the only document to be used for incident reimbursement through the State of Colorado.

General Conditions

1. Cooperator agrees to a commitment up to 14 days, excluding travel, unless otherwise specified in the resource order. Any rotation of personnel or equipment without prior approval from the incident will be not reimbursed to the Cooperator.
2. Cooperators have the same status and responsibilities as state or federal agencies, including incident replacement of tools and supplies.
3. Crew swaps at the request of the incident will be coordinated with the appropriate incident management team and interagency dispatch center if ordered through interagency dispatch. The SEOC (State Emergency Operations Center) will approve for All-Hazard Incidents. All expenses for crew rotations if approved will be charged to the incident. Any rotation of personnel or equipment without prior approval from the incident may not be reimbursed to the cooperator.
4. Annual cooperator reimbursement guidelines and forms are available on the DFPC website: www.dfpc.state.co.us for Fire incidents.
5. Annual cooperator reimbursement guidelines and forms are available on the DHSEM website: www.dhsem.state.co.us for All-Hazard incidents.

Equipment

1. Equipment will be typed according to applicable standards.
 - a. The following equipment will be typed according *Interagency Standards for Fire and Fire Aviation Operations* (NFES 2724), including equipment inventory:
 - i. Engines, Type 3 through 7,
 - ii. Tenders, Tactical, Types 1 and 2, and Support, Types 1 through 4,
 - iii. Dozer, Type 1 through 3,
 - b. All other equipment will be typed according to applicable NFPA or FEMA standards.
2. Equipment work rates do not include operator(s) or operating supplies (fuel and oil). Operating supplies will be provided by the incident. If operating supplies aren't provided by the incident the operator should save supplies related receipts for reimbursement.
3. Equipment use should be documented on an Emergency Equipment Shift Ticket (OF-297) and recorded on an Emergency Equipment Use Invoice (OF-286).
4. Minimum Daily Guarantee (Block 17) does not apply on first and last days of an incident. Payment will be for actual work and/or travel hours only.

5. Equipment that does not pass a pre-use inspection performed by the benefiting agency after arriving at an incident may be rejected and the Cooperator may not be compensated for any time or expense incurred.
6. Cooperator will not be reimbursed if equipment leaves incident without being officially released and cooperators shall bear all costs of returning equipment and operator(s) to the point of hire.
7. Equipment being driven to and from incidents will be paid at the established work rate.
8. Whenever equipment is transported to an incident, the Cooperator will be reimbursed for actual hours that equipment is transported, not to exceed Minimum Daily Guarantee.
9. If transportation is not provided for engines and tenders to incidents more than 300 miles from home unit location, a special mileage rate may be requested by the cooperators for miles driven beyond 300 miles. Shift Ticket documentation should include both hours and odometer readings for travel days.
10. Equipment will not be compensated for time when broken down or for scheduled days off at the incident.
11. Original Equipment Use Invoice (OF-286) and pink Shift Tickets (OF-297) should be given to the operator at time of release.
12. Equipment and staffing for wildland fire incidents should meet the current Rocky Mountain Area (RMA) standards found in the RMA Mobilization Guide (Chapter 70). Staffing standards of an engine or tender on local fire incidents are negotiable with benefiting agency.

Personnel

1. Personnel time for single resources and equipment operators should be documented on a Crew Time Report (SF-261) and recorded on an Emergency Firefighter Time Report (OF-288) at the incident.
2. Cooperator is responsible for workers' compensation coverage for all assigned personnel. APMC treatment expense for cooperators personnel can be paid by the incident agency.
3. Personnel will provide a copy of their current incident qualifications card on all interagency incidents. Cooperators responding out of their local jurisdictional area on fire resource orders must meet NWCG (National Wildfire Coordinating Group) qualifications for assigned positions.
4. Personnel will be given daily guarantee for days off provided at the incident or when equipment is broken down.
5. Return travel time should be left open on Emergency Firefighter Time Report (OF-288) and the Crew Time Report (SF-261) given to personnel at time of release.

Damage & Loss

1. Requests for damage to or loss of cooperators tools or equipment which occur at the incident should be documented in writing at the incident prior to demobilization.
2. Reimbursement requests will be reviewed by CDPS personnel, and approved or denied depending upon the circumstances, supporting documentation, and appropriate guidelines. See IIBMH (Interagency Business Management Handbook) Chapter 50 Colorado supplement for additional information regarding wildland fire reimbursement.

3. Employee claims for personal property lost or damaged on the incident will be considered for reimbursement on a case by case basis.

2015 Personnel Resource Status Report

**Colorado Division of Fire Prevention & Control
Colorado Division of Homeland Security & Emergency Management**

Cooperator Name: _____

| Benefit Breakdown Detail: | FT/PT Employees | Volunteers | Supp Resources |
|---------------------------|--------------------|------------|-------------------|
| | % or \$ | % or \$ | % or \$ |
| Benefits | | | |
| Workers Compensation | | | |
| Medicare | | | |
| Social Security | | | |
| Retirement | | | |
| | | | |
| | | | |
| Total | 0.000% | 0.000% | 0.000% |

This form to be submitted annually to DFPC Fort Collins office (email janell.ray@state.co.us or fax 970-491-3445) by April 1, or sent with first reimbursement request invoice of the fire season.

All employees of the above cooperator department are designated as personnel resources. While on incidents, these individuals are department employees and the department will be reimbursed for actual payroll costs. Please mark the option below that describes how personnel are compensated and billed for wildland fire assignments.

_____ 1. All individuals paid by this department are full or part time permanent employees and will be billed and reimbursed at their established base and overtime payrates for wildland fire assignments. By signing below, the cooperator verifies that these rates are also paid for other activities and services, in addition to incident assignments.

_____ 2. All individuals paid by this department are volunteers paid per the department's established pay schedule (attach copy of rates).

_____ 3. All individuals paid by this department are volunteers or supplemental employees and will be paid per the current Colorado Position Pay Rate Matrix (DFPC Form 01) based on each assignment (posted at <http://www.dfpc.state.co.us/programs-2/emergency-management/wildland-fire-management/wildland-fire-billing>). Reimbursement will NOT be based on an individual's highest qualification.

_____ 4. This department has a mix of members with established salaries, volunteers and/or supplemental resources as identified above (attach list of names in each category. Individual pay rates are not required.)

Required Signature: Chief or Designee

Title

Date

2015 Personnel Resource Status Report

Colorado Division of Fire Prevention & Control
 Colorado Division of Homeland Security & Emergency Management

Cooperator Name: Arapahoe County Sheriff's Office-Wildland Fire Team

| Benefit Breakdown Detail: | FT/PT | | Supp |
|---------------------------|----------------|----------------|----------------|
| | Employees | Volunteers | Resources |
| Benefits | % or \$ | % or \$ | % or \$ |
| Workers Compensation | 0.050 | | |
| Medicare | 0.015 | | |
| Social Security | 0.062 | | |
| Retirement | 0.080 | | |
| | | | |
| Total | 20.650% | 0.000% | 0.000% |

This form to be submitted annually to DFPC Fort Collins office (email janell.ray@state.co.us or fax 970-491-3445) by April 1, or sent with first reimbursement request invoice of the fire season.

All employees of the above cooperator department are designated as personnel resources. While on incidents, these individuals are department employees and the department will be reimbursed for actual payroll costs. Please mark the option below that describes how personnel are compensated and billed for wildland fire assignments.

1. All individuals paid by this department are full or part time permanent employees and will be billed and reimbursed at their established base and overtime payrates for wildland fire assignments. By signing below, the cooperator verifies that these rates are also paid for other activities and services, in addition to incident assignments.

2. All individuals paid by this department are volunteers paid per the department's established pay schedule (attach copy of rates).

3. All individuals paid by this department are volunteers or supplemental employees and will be paid per the current Colorado Position Pay Rate Matrix (DFPC Form 01) based on each assignment (posted at <http://www.dfpc.state.co.us/programs-2/emergency-management/wildland-fire-management/wildland-fire-billing>). Reimbursement will NOT be based on an individual's highest qualification.

4. This department has a mix of members with established salaries, volunteers and/or supplemental resources as identified above (attach list of names in each category. Individual pay rates are not required.)


 Required Signature: Chief or Designee

Lieutenant
 Title

2/11/2015
 Date

Attachment E:

DFPC Equipment Use

**COLORADO DIVISION OF FIRE PREVENTION CONTROL
Standard Cooperator Equipment Rates**

2014-2017 CRRF Rates (Current as of 02/12/14)

| <i>EQUIPMENT</i> | <i>TYPE</i> | <i>RATE</i> | <i>METHOD OF HIRE</i> | <i>DAILY GUARANTEE</i> |
|--------------------------------|-----------------|-------------|-----------------------|------------------------|
| ATV | 1 rider | \$33 | DAILY | |
| | 2 rider | \$44 | DAILY | |
| AMBULANCE | ALS & Transport | \$60 | HOURLY | \$480 |
| CHAINSAW | | \$22 | DAILY | |
| CHIPPER (TRAILER MOUNTED) | 6-12" Capacity | \$27 | HOURLY | \$216 |
| | > 12" Capacity | \$60 | HOURLY | \$480 |
| DOZER | Type 1 | \$146 | HOURLY | \$1,168 |
| | Type 2 | \$92 | HOURLY | \$736 |
| | Type 3 | \$65 | HOURLY | \$520 |
| ENGINE | Type 1 | \$130 | HOURLY | \$1040 |
| | Type 2 | \$119 | HOURLY | \$952 |
| | Type 3 | \$106 | HOURLY | \$848 |
| | Type 4 | \$106 | HOURLY | \$848 |
| | Type 4 FEPP | \$77 | HOURLY | \$616 |
| | Type 5 | \$71 | HOURLY | \$568 |
| | Type 6 | \$71 | HOURLY | \$568 |
| | Type 6 FEPP | \$42 | HOURLY | \$336 |
| PUMP | < 75 psi | \$126 | DAILY | |
| | > 75 psi | \$148 | DAILY | |
| TANK (PORTATANK) | Up to 3000 gal | \$81 | DAILY | |
| | 3001 gal + | \$108 | DAILY | |
| TENDER (TACTICAL) | Type T1 | \$119 | HOURLY | \$952 |
| | Type T2 | \$103 | HOURLY | \$824 |
| TENDER (SUPPORT) | Type S1 | \$60 | HOURLY | \$480 |
| | Type S2 | \$52 | HOURLY | \$416 |
| | Type S3 | \$47 | HOURLY | \$376 |
| | Type S4 | \$42 | HOURLY | \$336 |
| | | | | |
| VEHICLE, MOBILE COMMAND/ICP | | \$378 | DAILY | |
| VEHICLE, SEDAN | Non-SUV | \$38 | DAILY | |
| VEHICLE, UTILITY (4 X 4) | Light SUV | \$44 | DAILY | |
| | Full Size SUV | \$65 | DAILY | |
| VEHICLE, PICKUP (4X2 & 4X4) | 1/2 TON | \$54 | DAILY | |
| | 3/4/TON | \$60 | DAILY | |
| | 1 TON | \$76 | DAILY | |
| VEHICLE, STAKESIDE TRUCKS | 3/4 TON | \$65 | DAILY | |
| | 1 TON | \$81 | DAILY | |

Attachment F:

CRRF Completion
Guidelines



COLORADO RESOURCE RATE FORM (CRRF) 2014 -2017

Colorado Department of Public Safety
Division of Fire Prevention and Control
Division of Homeland Security and Emergency Management

| | | |
|---|---|---------------------------------------|
| 1. ORDERING OFFICE Ordering of Cooperator resources is outlined in the Annual Operating Plan for the county shown in Block 2 and the Colorado Office of Emergency Management Emergency Operations Plan. Agency References: NPS Agreement F1249110016 BLM Agreement BLM-MOU-CO-538 USFS Agreement 11-FI-11020000-017 BIA Agreement A11PG00030 F&WS Agreement none FEMA Agreement none | 2. AOP COUNTY | 3. INTERAGENCY DISPATCH CENTER |
| 4. EFFECTIVE DATES - May 1, 2014 through April 30, 2017 | | |
| 5. COOPERATOR Unit Identifier: CO- Vendor ID: Name: Address: City: State: CO Zip Code: Admin Email: Admin Phone: Fax: Dispatch / 24 hour Phone: | | |
| 6. CONTACTS – FIRE DFPC Business staff (970) 491-8538 http://dfpc.state.co.us/ | 7. PAYMENT OFFICE – FIRE INCIDENTS Colorado Division of Fire Prevention & Control Building 1049, 5060 Campus Delivery Fort Collins, CO 80523-5060 | |
| 8. CONTACTS – ALL HAZARD DHSEM Main Office (720) 852-6689 http://dhsem.state.co.us/ | 9. PAYMENT OFFICE – ALL-HAZARD INCIDENTS Colorado Division of Homeland Security and Emergency Management – Logistics Unit 9195 East Mineral Avenue – Suite 200 Centennial, CO 80112 | |
| 10. COOPERATOR EMERGENCY CONTACT (Name, Phone, and Fax) | | |
| 11. SPECIAL PROVISIONS | | |
| 12. BILLING INFORMATION Originals of all payment documents should be given to the cooperator at time of release from incident. Incident agency should keep the file copies only. Cooperators must submit <u>original payment documents</u> to the appropriate payment office listed above for reimbursement. DFPC or OEM will bill the appropriate incident jurisdictional agency. Personnel time will be documented and billed at actual cost for incident assignments. All cooperator personnel will be compensated at established rates as documented with the Colorado DPS. | | |

I understand this document is not an agreement or contract. As a Cooperator, this identifies costs associated with the listed resources. Availability of these resources is not guaranteed. If available when requested, these resources will be supplied under the above conditions at the indicated cost subject to the conditions detailed in the attached CRRF Use and Conditions document. **I certify that the equipment listed here is either Cooperator-owned, or placed under agreement with the State of Colorado.** All Cooperator personnel have cooperator-provided workers compensation coverage.

As a Cooperator, I certify by signing this document that neither the Cooperator nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. I also agree to immediately provide an update to the Colorado Department of Public Safety in the event this status changes.

Cooperator Signature

Printed Name and Title

Date

CDPS Approval Signature

Printed Name, Title, and Agency

Date

CDPS-CRRF-2014-2017

Email to CDPS_SEOC_LOGISTICS@STATE.CO.US

Attachment G:

Interagency
Cooperative Agreement

**COLORADO STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND
STAFFORD ACT RESPONSE AGREEMENT**

Between

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT – COLORADO
Agreement Number BLM-MOU-CO-538

NATIONAL PARK SERVICE – INTERMOUNTAIN REGION
Agreement Number F1249110016

BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION
Agreement Number A11PG00030

UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE – ROCKY MOUNTAIN REGION
Agreement Number 11-FI-11020000-017

THE BOARD OF GOVERNORS

of the

COLORADO STATE UNIVERSITY SYSTEM,

Acting By and Through COLORADO STATE UNIVERSITY,

On behalf of the COLORADO STATE FOREST SERVICE
and

STATE OF COLORADO

Colorado Department of Public Safety, Division of Fire Prevention and Control

I) By THE FOLLOWING AUTHORITIES:

FEDERAL AUTHORITIES

- ▶ Reciprocal Fire Protection Act of May 27, 1955, (69 Stat. 66; 42 U.S.C. 1856) (Federal Agencies)
- ▶ Economy Act of June 30, 1932, (31 U.S.C., 1535 as amended) (Federal Agencies)
- ▶ Disaster Relief Act of May 22, 1974, (42 U.S.C. 5121 as amended) (Federal Agencies)
- ▶ Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) (Federal Agencies)
- ▶ Homeland Security Act of 2002 (H.R. 5005-8) (Federal Agencies)
- ▶ Homeland Security Presidential Directive-5 (HSPD-5) (Federal Agencies)
- ▶ Post-Katrina Emergency Management Reform Act of 2006. (P.L 109-295, 120 Stat. 1355) (Federal Agencies)
- ▶ Watershed Restoration and Enhancement Act of 1998, P.L. 105-77
- ▶ National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)
- ▶ Taylor Grazing Act of June 28, 1934, (48 Stat. 1269; 43 U.S.C. 315) (BLM, FS)
- ▶ Granger-Thye Act of April 24, 1950, (16 U.S.C., Sec 572) (FS)
- ▶ Cooperative Funds and Deposits Act of Dec 12, 1975, (P.L. 94-148, 16 U.S.C. 565) (FS)
- ▶ Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)
- ▶ Cooperative Funds Act of June 30, 1914, (16 U.S.C. 498) (FS)
- ▶ Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);
- ▶ Federal Land Policy and Management Act of Oct. 21, 1976, (P.L.94-579; 43 U.S.C.)(BLM)
- ▶ NPS Organic Act (16 U.S.C.1) (NPS)
- ▶ National Wildlife Refuge Administration Act of 1966 (16 U.S.C. 668dd-668ee, 80 Stat. 927, as amended) (FWS)
- ▶ National Wildlife Refuge System Improvement Act of 1997 (P.L. 105-57) (FWS)
- ▶ Debt Collection Improvement Act of 1996 (DCIA), P.L. 104-134, and associated provisions of 110 Stat. 1321, 1358 (1996).
- ▶ Federal Tort Claims Act, (June 25, 1948, ch. 646, Title IV, 62 Stat. 982, "28 U.S.C. Pt.VI Ch.171" and 28 U.S.C. § 1346(b))

STATE AUTHORITIES

- ▶ 23-31-201 Transfer to the State Board of Agriculture
- ▶ 23-31-202 Powers and duties of State Board of Agriculture
- ▶ 23-31-205 Provisions of Acts of Congress Accepted
- ▶ 23-31-206 Cooperative agreements
- ▶ 23-31-208 Rights by succession to State Board of Land Commissioners
- ▶ 23-31-301 Importance of State Forest
- ▶ 23-31-302 Forestry Function Named
- ▶ 23-31-311 Watershed Protection Projects and Forest Health Projects
- ▶ 24-1-128.6 Creation of Division of Fire Prevention and Control
- ▶ 24-33-203 Authority to Permit Controlled Burns During Drought Conditions
- ▶ 24-33-204 Authority to Permit Controlled Burns During Drought Conditions
- ▶ 24-33.5-103 Department Created – Divisions
- ▶ 24-33.5-705.3 Statewide all-hazards resource database
- ▶ 24-33.5-705.4 All –hazards resource mobilization system
- ▶ 24-33.5-706 Financing
- ▶ 24-33.5-716 Interoperable communications
- ▶ 24-33.5-822 County Sheriff-local government-local emergency planning committee – MOU with volunteer organizations
- ▶ 24-33.5-823 Qualified volunteer organization list
- ▶ 24-33.5-824 Volunteers – protection - benefits
- ▶ 24-33.5-825 Volunteers –leave of absence – public employees
- ▶ 24-33.5-826 Volunteers –leave of absence – private employees
- ▶ 24-33.5-827 Procedures – OEM to establish
- ▶ 24-33.5-828 Interpretation
- ▶ 24-33.5-901 Civil Defense Liability Act
- ▶ 24-33.5-902 Private liability
- ▶ 24-33.5-903 State Liability
- ▶ 24-33.5-904 Recovery for personal injury
- ▶ 24-33.5-1105 Debris Removal
- ▶ 24-33.5-1106 Grants to Individuals
- ▶ 24-33.5-1109 Interstate compacts
- ▶ 24-33.5-1201 Division of Fire Prevention and Control
- ▶ 24-33.5-1202 Definitions
- ▶ 24-33.5-1203 Duties of division
- ▶ 24-33.5-1204 Voluntary education and training program
- ▶ 24-33.5-1217 Duties relating to forest fires and wildfires
- ▶ 24-33.5-1218 Cooperation with governmental units
- ▶ 24-33.5-1219 Wildland fires –duty of sheriff to report
- ▶ 24-33.5-1220 Funds available – emergency fire fund – wildland fire equipment repair fund – wildland fire cost recovery fund

- ▶ 24-33.5-1221 State responsibility determined
- ▶ 24-33.5-1222 Cooperation by counties
- ▶ 24-33.5-1223 Sheriffs to enforce
- ▶ 24-33.5-1224 Limitation of state responsibility
- ▶ 24-33.5-1225 Emergencies
- ▶ 24-33.5-1226 Wildfire emergency response fund
- ▶ 24-60-3301 Interstate Compact For the Prevention and Control of Forest Fires

TABLE OF CONTENTS

| | |
|--|----|
| I) AUTHORITIES..... | 2 |
| II) PURPOSE..... | 7 |
| III) RECITALS..... | 8 |
| IV) INTERAGENCY COOPERATION | |
| 1. National Incident Management System..... | 9 |
| 2. Rocky Mountain Area Coordinating Group (RMCG)..... | 9 |
| 3. State/County Relationship..... | 9 |
| 4. County/Local Relationship..... | 9 |
| 5. Annual Operating Plans..... | 10 |
| 6. Interagency Dispatch Centers..... | 10 |
| 7. Rocky Mountain Area Coordination Center..... | 10 |
| 8. Interagency Resources..... | 10 |
| 9. Standards..... | 10 |
| 10. Protection Planning..... | 12 |
| 11. Protection Areas and Boundaries..... | 12 |
| 12. Methods of Fire Protection and Suppression..... | 12 |
| 13. Joint Projects and Project Plans..... | 12 |
| 14. Fire Prevention..... | 12 |
| 15. Public Use Restrictions..... | 12 |
| 16. Burning Permits..... | 12 |
| 17. Prescribed Fire and Fuels Management..... | 12 |
| 18. Smoke Management..... | 12 |
| V) OPERATIONS | |
| 19. Closest Forces Concept..... | 12 |
| 20. Fire Notifications..... | 13 |
| 21. Boundary Line Fires..... | 13 |
| 22. Escaped Prescribed Fires..... | 13 |
| 23. Response to Wildland Fires..... | 13 |
| 24. Delegation of Authority..... | 13 |
| 25. Preservation of Evidence and Fire Cause Determination..... | 13 |
| 26. Stafford Act Response..... | 13 |
| 27. Non-Stafford Act Emergencies..... | 13 |
| 28. Wildland Urban Interface..... | 13 |
| VI) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES | |
| 29. Appropriated Fund Limitation..... | 14 |
| 30. Duration of Assignments..... | 14 |

| | |
|---|----|
| 31. Cost Share Agreement..... | 14 |
| 32. Procurement..... | 14 |
| 33. Equipment and Supplies..... | 14 |
| 34. Licensing..... | 14 |
| 35. Training..... | 14 |
| 36. Communication Systems..... | 14 |
| 37. Fire Weather Systems..... | 14 |
| 38. Aviation Operations..... | 14 |
| 39. Billing Procedures..... | 14 |
| 40. Cost Recovery/Trespass Fire..... | 14 |
| 41. Stafford Act Use and Reimbursement..... | 15 |

VII) GENERAL PROVISIONS

| | |
|--|----|
| 42. Personnel Policy..... | 15 |
| 43. Mutual Sharing of Information..... | 15 |
| 44. Accident Investigations..... | 15 |
| 45. Purchaser, Contractor, Operator, Permittee, Etc., Fires..... | 15 |
| 46. Waiver/Liability..... | 15 |
| 47. Modifications/Extensions..... | 16 |
| 48. Annual Review..... | 16 |
| 49. Duration of Agreement..... | 16 |
| 50. Previous Agreements Superseded..... | 16 |
| 51. Authorized Representatives..... | 16 |

| | |
|-----------------|----|
| SIGNATURES..... | 17 |
|-----------------|----|

EXHIBITS

| | |
|---|-----|
| A. GLOSSARY OF TERMS..... | 18A |
| B. PRINCIPAL CONTACTS..... | 28B |
| C. ANNUAL OPERATING PLAN OUTLINE GUIDE..... | 29C |

II) PURPOSE

The purpose of this Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement (hereinafter called the Agreement) is to improve efficiency by facilitating the coordination and exchange of personnel, equipment, supplies, services, and funds among the Parties to this Agreement in sustaining and implementing wildland fire management activities, such as prevention, preparedness, communication and education, fuels treatment and hazard mitigation, fire planning, response strategies, tactics and alternatives, suppression and post-fire rehabilitation and restoration.

In addition to improving efficiency in addressing wildland fire management activities, this agreement facilitates improved coordination regarding other incidents. The National Response Framework (NRF) applies to all Federal departments and agencies that may be requested to provide assistance or conduct operations during all-hazard events. However, this agreement **ONLY** covers such events that are declared as emergencies or major disasters that occur under the auspices of a Presidential Declaration of Emergency or Major Disaster under the Stafford Act, which may include wildland fire management and non-wildland emergencies or major disasters.

The Parties to this Agreement are:

The Board of Governors of the Colorado State University System acting by and through Colorado State University on behalf of the Colorado State Forest Service, hereinafter called the "CSFS"; and

The Colorado Department of Public Safety, Division of Fire Prevention and Control, hereinafter called the "State"; and

The United States Department of Agriculture Forest Service, through the Regional Forester for Region 2, Rocky Mountain Region, hereinafter called the "USFS"; and

The United States Department of the Interior, National Park Service, through the Regional Director for the Intermountain Region, hereinafter called the "NPS"; and

The United States Department of the Interior, Fish and Wildlife Service, through the Regional Director for the Mountain-Prairie Region, hereinafter called "FWS"; and

The United States Department of the Interior, Bureau of Indian Affairs, through the Regional Director for the Southwest Regional Office, hereinafter called the "BIA"; and

The United States Department of the Interior, Bureau of Land Management, through the State Director for Colorado, hereinafter called the "BLM"; and

The USFS, NPS, FWS, BIA, and the BLM, may hereinafter be jointly called the "Federal Agencies."

The Federal Agencies, CSFS, the State, and other entities signatory to this Agreement will hereinafter be referred to as the "Parties to this Agreement."

Words and phrases used herein may have different meanings or interpretations for different readers. To establish a "common" understanding, words and phrases as used herein are defined in the Glossary attached as Exhibit A. The hierarchy of terminology will be those defined in law, those defined in policy, those defined in this agreement and then all other agency and interagency documentation.

In the event of a conflict, the applicable definitions for the response type, wildland fire vs. Stafford Act responses will take precedence. For wildland fire, that is the NWCG Glossary of Wildland Fire Terminology, found on the "Publications" page of the National Wildfire Coordinating Group web-page (www.NWCG.gov, or by direct link at <http://www.nwcg.gov/pms/pubs/glossary/index.htm>), and Stafford Act Response terminology corresponds to the FEMA NIMS/MRF glossary, available at (www.fema.gov/emergency/nrf/glossary).

The following exhibits are hereby incorporated into this Agreement:

- A Glossary of Terms
- B Principal Contacts
- C Annual Operating Plan (AOP) Outline Guide

Acknowledgement of supplements to the agreement

Supplements to this Agreement, AOPs, Project and Financial Plans, and Cost Share Agreements will further describe working relationships, financial arrangements, and joint activities not otherwise specified under the terms of this Agreement.

Hierarchy and precedence for agreements, exhibits, etc.

Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence in the following order:

- 1 - This Agreement
- 2 - Statewide AOP
- 3 - Exhibits to this Agreement
- 4 - County/Local AOP(s)
- 5 - Project and Financial Plan(s)

III) RECITALS

- Federal and non-federal lands in Colorado are intermingled or adjacent in some areas. Wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other. Wildland fire protection responsibilities on non-federal lands follow a hierarchy of local jurisdiction to Fire Protection District to County Sheriff to State of Colorado with the Colorado Division of Fire Prevention and Control being the lead state

agency for wildland fire management.

- The Parties to this Agreement maintain fire protection and fire management organizations.
- It is to the mutual advantage of the Parties to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, prescribed fire, non wildland fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness.
- It is the intent of the Parties signatory to this Agreement that CSFS and State resources be available to assist, within their respective authorities, in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect.
- It is the intent of the Parties signatory to this Agreement that federal resources be available to assist in fire management activities on all state and private lands the State is responsible to protect.
- The USFS, BLM, BIA, NPS, and FWS have entered into a national Interagency Agreement for Fire Management (May 6, 2010) to cooperate in all aspects of fire management.
- It is expected that all federal, state and local agencies will coordinate assistance and operations during Presidential/Stafford Act declared emergencies and major disasters by following the procedures and requirements established in The National Response Framework (NRF). This Agreement documents the commitment of the Parties to provide cooperation, resources, and support to the Secretary of Homeland Security and the Administrator of the Federal Emergency Management Agency (FEMA) in the implementation of the NRF, as appropriate and consistent with their own authorities and responsibilities.

Some state and local resources are limited by statute to wildland fire response, requiring the governor to specifically approve mobilization outside of their state for non-fire emergencies. Additionally, federal agencies are limited in their response to non-Stafford Act All-Hazard emergencies as proscribed by statute and agency policies.

- The Responsibilities of the Parties to this Agreement shall be distinguished as follows:
 - **Jurisdictional Agency** - The Agency having overall land and resource management responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.
 - **Protecting Agency** - The Agency responsible for providing direct incident management within a specific geographical area pursuant to its jurisdictional responsibility or as specified and provided by contract, cooperative agreement, etc.
 - **Supporting Agency** - An Agency providing suppression or other support and

resource assistance to a protecting agency.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

IV) INTERAGENCY COOPERATION

1. **National Incident Management System:** The Parties to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.
2. **Rocky Mountain Area Coordinating Group (RMCG):** This Group shall provide coordination and recommendations for all interagency fire management and all hazard activities within limits of statutory authorities in Colorado, Kansas, Nebraska, South Dakota, and Wyoming. Membership, procedures, and guidelines will be agreed to and documented in the RMCG Charter.
3. **State/County Relationship:** The State's relationship with counties is formalized in Cooperative Wildfire Protection Agreements with each county. The State will act as the coordinator for Colorado counties and/or local fire service entities for the purposes of coordinated fire management services within and beyond the boundaries of the State per agreements between the State, counties, and local fire departments. Agreements include but are not limited to the Cooperative Wildfire Protection Agreement, County Wildfire Preparedness Plans, County(s) Annual Operating Plans, Cooperative Resource Rate Forms, and the processes and procedures set forth in those plans.
4. **County/Local Relationship:** The relationship between counties and local fire service entities is described in Colorado Revised Statutes. Principally, the sheriff of each county is the fire warden for the county. Wildland fires are initially the responsibility of the local jurisdiction, then proceed to the Fire Protection District, and then to the Sheriff.
5. **Annual Operating Plans:** Annual Operating Plans (AOP's) will document how cooperation is implemented. A Statewide Annual Operating Plan will be developed. AOP's may be developed at County(s) level and will tier to this Agreement (see Exhibit C, Annual Operating Plan Outline Guide). The following annual operating plans are listed in descending order:
 - A. **Statewide Annual Operating Plan** – Statewide Annual Operating Plan will address issues affecting statewide cooperation. The Statewide Annual Operating Plan will be approved by the Parties to this agreement.

The Statewide Mobilization Guides will be identified as, and considered part of the Statewide Annual Operating Plan.

- B. **County(s) Annual Operating Plans** – County(s) operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.
 - C. **Project or Financial Plans** – Project or Financial plans are plans usually developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost.
6. **Interagency Dispatch Centers:** The Parties to this Agreement agree to cooperate in the maintenance and support of Interagency Dispatch Centers within the limits of parties authorities.

The level of cooperation and specific staffing, funding, and level of participation will be documented by the Parties to this Agreement in appropriate annual operating plans and/or appropriate mobilization guides. Project or financial plans may be required by parties' agency business practices.

7. **Rocky Mountain Area Coordination Center:** The Parties to this Agreement recognize the Rocky Mountain Area Coordination Center in Lakewood, Colorado, as the Geographic Area Coordination Center (GACC) for the Rocky Mountain Geographic Area. The Parties to this Agreement agree to cooperate in coordination of fire management activities and resource movements through the Geographic Area Coordination Center within the limits of parties' authorities.

The level of cooperation and specific staffing, funding, and level of participation will be documented by the Parties to this Agreement in appropriate annual operating plans and/or appropriate mobilization guides. Project or financial plans may be required by parties' agency business practices.

8. **Interagency Resources:** The Parties to this Agreement agree to cooperate in interagency funding, staffing, and utilization of resources and facilities whenever an interagency approach is appropriate and cost effective within the limits of each party's authorities. The level of cooperation in shared staffing and funding of resources, will be documented in annual operating plans, and will be subject to each party's statutory authorities and the availability of appropriations at Federal, State, dispatch zone, and incident levels.
9. **Standards:** It is the goal of the Parties signatory to this Agreement to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Party standards are

reasonable, prudent, and acceptable. This Agreement and any language contained therein are not intended to affect the Jurisdictional Agency's land management standards.

10. **Protection Planning:** Parties to this Agreement agree to cooperate in protection planning and document the implementation in appropriate level Annual Operating Plans.
11. **Protection Areas and Boundaries:** Parties to this Agreement agree to cooperate in identification of Protection areas, whose boundaries may be defined by maps and/or narrative description and made a part of appropriate level agreements.
12. **Methods of Fire Protection and Suppression:** Parties to this Agreement agree to cooperate in defining methods of Fire Protection and Suppression to include, but not limited to Reciprocal (Mutual Aid), Reimbursable (Cooperative), Exchange (Offset), and Contract (Fee Basis). See Exhibit A, Glossary, for Fire Protection definitions. Methods of implementation will be documented in appropriate level Annual Operating Plans.
13. **Joint Projects and Project Plans:** The Parties to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These joint projects and plans will be outlined in further detail in the Statewide and/or appropriate level Annual Operating Plans.
14. **Fire Prevention:** The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs.
15. **Public Use Restrictions:** Parties to this Agreement agree to cooperate in defining methods and guidelines, subject to each party's legal authorities, for implementing restrictions and closures and referenced in appropriate level Annual Operating Plans.
16. **Burning Permits:** Parties to this Agreement agree to cooperate in identifying and/or developing burning permit procedures and processes, where applicable and in compliance with individual party authorities.
17. **Prescribed Fire and Fuels Management:** The Parties to this Agreement agree to cooperate as requested for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented through the project or financial plan process.

Any instrument processed under this clause shall be in accordance with each Party's applicable laws, regulations, and policy requirements.

18. **Smoke Management:** Within their authorities, the Parties to this Agreement agree to cooperate in smoke management efforts. The implementation of cooperation will be documented in appropriate level Annual Operating Plans.

V) OPERATIONS

19. **Closest Forces Concept:** Parties to this Agreement agree to cooperate in the guiding principle of using the closest available suppression resources for **initial attack** regardless of the Party to which the resources belong and regardless of Agency protection responsibility.
20. **Fire Notifications:** Parties to this Agreement agree to promptly notify the appropriate Agency of fires burning on or threatening lands for which that Agency has protection responsibility.
21. **Boundary Line Fires:** Parties to this Agreement agree to cooperate in defining response to boundary line fires. The defined response will be documented in appropriate level Annual Operating Plans.
22. **Escaped Prescribed Fires:** Parties to this Agreement agree to cooperate in defining response to Wildfire resulting from escaped prescribed fires. The defined response will be documented in appropriate level Annual Operating Plans. Unless otherwise agreed, all suppression costs are borne by the Agency responsible for the prescribed fire.
23. **Response to Wildland Fires:** Parties to this Agreement agree to cooperate in response to wildland fires. The type of response will be defined and documented in appropriate level Annual Operating Plans.
24. **Delegation of Authority:** Parties to this Agreement agree to cooperate in defining procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders. The defined procedure will be documented in appropriate level Annual Operating Plans.
25. **Preservation of Evidence and Fire Cause Determination:** Parties to this Agreement agree to cooperate in defining procedures and criteria for preserving evidence and fire cause determinations. The defined procedure will be documented in appropriate level Annual Operating Plans.
26. **Stafford Act Response:** For Stafford Act responses, procedures and requirements established in the National Response Framework (NRF) shall be utilized by Parties to this Agreement to authorize and accomplish any required response or support tasks. Any Party requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any Party providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide. It is noted that local fire resources are often mobilized within a state pursuant to a separate state MOU or agreement with local fire departments or fire organizations, with reimbursement handled according to the terms detailed within that agreement.
27. **Non-Stafford Act Emergencies:** Since all agencies have differing policies regarding responses to non-Stafford Act Emergencies, each agency is encouraged to support these emergency situations to the best of their ability within their statutory authority and/or agency policy. Federal agencies often face the greatest restrictions when responding to and requesting funding for these emergencies.
28. **Wildland Urban Interface:** Parties to this Agreement agree to cooperate in defining procedures and criteria for operational roles in the wildland urban interface. The defined procedures and criteria

will be documented in appropriate level Annual Operating Plans.

VI) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

29. **Appropriated Fund Limitation:** Nothing herein shall be considered as obligating the Parties to this Agreement to expend funds, or as involving the United States, the State of Colorado, or the other parties to this agreement in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.
30. **Duration of Assignments:** The Parties to this Agreement agree that duration assignments will be consistent with the Interagency Incident Business Management Handbook.
31. **Cost Share Agreement:** Parties to this Agreement agree to cooperate in defining procedures and criteria for direction, authority, and financial management guidelines for Cost Share Agreement. The defined procedure will be documented in appropriate level Annual Operating Plans.
32. **Procurement:** At the time of the incident, the Jurisdictional agency will determine the appropriate procurement procedures that will be utilized.
33. **Equipment and Supplies:** Parties to this Agreement agree to cooperate in defining procedures and criteria for ordering, use, and return of equipment and supplies. The defined procedure will be documented in appropriate level Annual Operating Plans.
34. **Licensing:** Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws.
35. **Training:** The Parties to this Agreement will cooperate in providing training opportunities when and where appropriate.
36. **Communication Systems:** Parties to this Agreement agree to cooperate in defining procedures and criteria for communications systems and frequencies within each agency's authorities. The defined procedure will be documented in appropriate level Annual Operating Plans.
37. **Fire Weather Systems:** The Parties to this Agreement will cooperate in the gathering, processing, and use of fire weather data that meets current NFDRS standards. The defined procedure will be documented in appropriate level Annual Operating Plans.
38. **Aviation Operations:** The Parties to this Agreement agree to cooperate in use of aviation resources to foster safe, effective and efficient use of aircraft and personnel.
39. **Billing Procedures:** The Parties to this Agreement agree to cooperate in developing specifics on Reimbursable Billings and Payments and will be documented in the Statewide AOP.
40. **Cost Recovery/Trespass Fire:** Any individual, subject to the Federal Tort Claims Act or other applicable State or Federal law, who allows any fire burning upon Agency property to escape to the

property of another, whether privately or publicly owned, is liable to the owner of such property for the suppression costs and damages to the property caused by the fire. Authority to recover suppression costs and damages from individuals causing a fire varies depending on contracts, agreements, permits and applicable laws. The Authorized Representatives of affected Parties will attempt to reach mutual agreement, as soon as possible after a fire start, on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Party may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Party taking reciprocal action.

41. **Stafford Act Use and Reimbursement:** The Use and Reimbursement for resources when responding under the Stafford Act shall be governed by the provisions contained in Statewide AOP.

VII) GENERAL PROVISIONS

42. **Personnel Policy:** Employees of the Parties to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations.
43. **Mutual Sharing of Information:** Subject to applicable state and federal law, rules and regulations, including but not limited to the Privacy Act (5 U.S.C. § 552a), agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as each Party considers necessary in connection with the Agreement.
44. **Accident Investigations:** When an accident occurs involving the equipment or personnel of a supporting Agency, the protecting Agency shall immediately notify the jurisdictional and supporting agencies. As soon as practical, the protecting Agency shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from affected Agencies, as appropriate.
45. **Purchaser, Contractor, Operator, Permittee, Etc., Fires:** The Protecting Agency will notify the Jurisdictional Agency of any fire suspected to have been caused by a purchaser, contractor, operator or permittee, etc., of the Jurisdictional Agency as soon as it becomes aware of the situation. The Protecting Agency will be responsible for management of the fire under the provisions of this Agreement. Parties will meet to determine a cost recovery process as outlined in Clause 39, Cost Recovery/Trespass Fire.
46. **Waiver/Liability:** Pursuant to 42 U.S.C. §1865a, the Federal Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement, including Mutual Aid responses.

Any State employee who participates in assistance under the terms of this Agreement who suffers disability or death as a result of personal injury arising out of and in the performance of duties in connection therewith, for the purpose of the Workmen's Compensation Act, is an employee of the State.

The Federal Tort Claims Act shall govern Federal Agencies liability, except that the Stafford Act (42 U.S.C. 5148) shall govern liability issues arising with regard to response actions under that Act.

Liability for any claims for injuries to persons or property arising out of the acts or omissions of the State, its officers, agents or employees will be controlled and limited by applicable Federal or Colorado law. Nothing herein shall be deemed a waiver of the notice requirements, defenses, immunities and limitations of liability that the State and its respective officers, agents and employees may have under the Colorado Governmental Immunity Act and under any other law.

47. **Modifications/Extensions:** Modifications and extensions within the scope of this Agreement shall be made by mutual consent of the Parties to this Agreement, by the issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes being performed. No Party is obligated to fund any changes not properly approved in advance.
48. **Annual Review:** If deemed necessary, prior to January representatives of the Parties to the Agreement (See Exhibit B, Principle Contacts) will meet and review matters of mutual concern. Operating plans, at all levels, will be reviewed annually. If necessary, operating plans will be revised.
49. **Duration of Agreement:** The term of this Agreement shall commence on the date the last Party signs below and shall remain in effect for five years from that date.

Any Party shall have the right to terminate their participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

50. **Previous Agreements Superseded:** This Agreement supersedes the following:

Colorado Cooperative Wildland Fire Management Agreement signed and dated [June 1, 2011](#), as amended.

Existing supplemental agreements and operating plans may remain in effect to the extent that they do not conflict with the provisions of this Agreement, but only until such time that any updated activities and conditions covered by those agreements or plans can be incorporated into the statewide and/or County(s) annual operating plans provided for under this Agreement.

51. **Authorized Representatives:** By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement as of the last date written below:

UNITED STATES DEPARTMENT OF INTERIOR

**US Fish & Wildlife Service - Mountain Prairie
Region**

Regional Director Date

Bureau of Land Management – Colorado

State Director Date

National Park Service – Intermountain Region

Regional Director Date

National Park Service – Intermountain Region

NPS Contracting Specialist Date

Bureau of Indian Affairs – Southwest Region

Regional Director Date

UNITED STATES DEPARTMENT OF AGRICULTURE

Forest Service – Rocky Mountain Region

Regional Forester Date

USFS Grants and Agreements Specialist Date

COLORADO STATE UNIVERSITY SYSTEM
Acting by and through **Colorado State University**
on behalf of the **Colorado State Forest Service**

Vice President for University Operations Date

State Forester Date

Deputy General Counsel Date
Colorado State University System

STATE OF COLORADO
Department of Public Safety – Division of Fire
Prevention and Control

Division Director Date

EXHIBIT A.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

GLOSSARY OF TERMS

Agencies: Federal agencies that have direct fire management or land management responsibilities or that have programs and activities that support fire management activities.

Agency: A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

Agency Administrator: The official responsible for the management of a geographic unit or functional area.

Agency Representative: A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

Annual Operating Plan: An annually updated document authorized by the appropriate officials for implementing the Cooperative Incident Management Agreement in their respective areas of responsibilities.

Area: The lands in a described geographic area that are managed and/or protected by the Parties within this Agreement.

Area Command (Unified Area Command): An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an Emergency Operations Center (EOC) facility or at some location other than an ICP.

Boundary Line Fire: Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

Closest Forces Concept: Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

Confine: Restrict the wildfire within determined boundaries, established either prior to, or during the fire. These identified boundaries will confine the fire, with no action being taken to put the fire out.

Contain: Restrict a wildfire to a defined area, using a combination of natural and constructed barriers that will stop the spread of the fire under the prevailing and forecasted weather conditions, until out.

Contract (Fee Basis) Fire Protection: For an agreed upon fee, one Party may assume fire protection responsibilities on lands under the jurisdiction of another Party. The terms and conditions of such arrangements must be included in AOPs.

Control: Aggressively fight a wildfire through the skillful use of personnel, equipment, and aircraft to establish firelines around a fire to halt the spread and, to extinguish all hot spots, until out.

Controlled burn: Synonymous with Prescribed Fire.

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided protection by the Parties. This may include land protected under exchange or payment for protection.

Disaster: See **Major Disaster**.

Emergency: As defined by the Stafford Act, an emergency is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

Emergency Support Function (ESF): Used by the Federal Government and many State governments as the primary mechanism at the operational level to organize and provide assistance. ESFs align categories of resources and provide strategic objectives for their use. ESFs utilize standardized resource management concepts such as typing, inventorying, and tracking to facilitate the dispatch, deployment, and recovery of resources before, during, and after an incident.

Escaped Prescribed Fire: A prescribed fire that has exceeded or is expected to exceed prescription parameters or otherwise meets the criteria for conversion to wildfire. Criteria is specified in “Interagency Prescribed Fire – Planning and Implementation Procedures Reference Guide”.

Exchange (Offset) Fire Protection: Parties to this agreement may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as appropriate and mutually agreed to by the Parties to this agreement. Exchange zones will be documented in AOPs.

If an imbalance exists, the Protecting Agency with the surplus of acres will bill the Jurisdictional Agency for the difference on a per acre basis as computed under Contract or Fee Basis Protection. Imbalance means a deviation exceeding the range of variation agreed to between the parties.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional

Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. The exception is the National Agreement between the BIA, BLM, FWS, NPS, and the USDA Forest Service that states the parties agree not to bill each other for suppression services.

Federal: Of or pertaining to the Federal Government of the United States of America.

Fee Basis Acquisition of Services: One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

Fire Management Activities and/or Services: Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, post-fire rehabilitation, and restoration activities in fire management.

Fire Type: The type of fire is based on whether the ignition was planned (prescribed) or unplanned (wildfire).

Geographic Area Coordination Center (GACC): The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

Geographic Area Coordinating Group (GACG): Interagency regional fire management bodies.

Hazard: Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

Hazard Mitigation: Any cost-effective measure which will reduce the potential for damage to a facility from a disaster event.

Hazardous Material: For the purposes of ESF #1, hazardous material is a substance or material, including a hazardous substance, that has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (see 49 CFR 171.8). For the purposes of ESF #10 and the Oil and Hazardous Materials Incident Annex, the term is intended to mean hazardous substances, pollutants, and contaminants as defined by the NCP.

Incident Command System (ICS): A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating with a common organizational structure, designed to aid in the management of resources during incidents. ICS is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, or organized field-level incident management operations.

Incident Commander (IC): The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

Incident Management Team (IMT): The Incident Commander and appropriate Command and General Staff personnel assigned to an incident.

Indirect Cost: A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

Infrastructure: The manmade physical systems, assets, projects, and structures, publicly and/or privately owned, that are used by or provide benefit to the public. Examples of infrastructure include utilities, bridges, levees, drinking water systems, electrical systems, communications systems, dams, sewage systems, and roads.

Initial Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

Jurisdictional Agency: The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

Initial Attack: An aggressive action to put the fire out consistent with firefighter and public safety and values to be protected.

Initial Response: Immediate decisions and actions taken to react to an ignition.

In-Kind Donations: Donations other than cash (usually materials or professional services) for disaster survivors.

Interagency: Coordination, collaboration, communication among cooperating agencies.

Land/Resource Management Plan (L/RMP): A document prepared with public participation and approved by an agency administrator that provides general guidance and direction for land and resource management activities for an administrative area. The L/RMP identifies the need for fire's role in a particular area and for a specific benefit. The objectives in the L/RMP provide the basis for the development of fire management objectives and the fire management program in the designated area.

Major Disaster: As defined by the Stafford Act, any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought) or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this act to supplement the efforts and available resources of States, local governments, and

disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

Mission Assignment: The mechanism used to support Federal operations in a Stafford Act major disaster or emergency declaration. It orders immediate, short-term emergency response assistance when an applicable State or local government is overwhelmed by the event and lacks the capability to perform, or contract for, the necessary work.

Mitigation: Activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often developed in accordance with lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

Mobilization: The process and procedures used by all organizations—Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

National: Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and policy.

National Incident Management System (NIMS): The *National Incident Management System* (NIMS) provides a systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment. NIMS works hand in hand with the *National Response Framework* (NRF). NIMS provides the template for the management of incidents, while the NRF provides the structure and mechanisms for national-level policy for incident management.

National Response Framework (NRF): The *National Response Framework* (NRF) guides how the Nation conducts all-hazards response. The Framework documents the key response principles, roles, and structures that organize national response. It describes how communities, States, the Federal Government, and private-sector and nongovernmental partners apply these principles for a coordinated, effective national response. And it describes special circumstances where the Federal Government exercises a larger role, including incidents where Federal interests are involved and catastrophic incidents where a State would require significant support. It allows first responders, decision makers, and supporting entities to provide a unified national response.

NWCG: National Wildfire Coordinating Group; the NWCG is an interagency, intergovernmental body that establishes operational fire management standards and procedures such as qualification and certification protocols, allocation or resources protocols, equipment standards, training programs.

Offset: Exchange of fire management services in specific locations that is anticipated to be approximately equal value between Agencies.

Operating Plan - Statewide: A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal, tribal, state and local Coordinating Group member agencies.

Operating Plan – County(s): A plan generated at a local sub-geographic level and authorized by Unit Administrators for implementing the Master Cooperative Wildland Fire Management Agreement in their respective areas of responsibilities.

Party: Entities that are signatory to this Agreement.

Planned Ignition: The intentional initiation of a wildland fire by hand-held, mechanical or aerial device where the distance and timing between ignition lines or points and the sequence of igniting them is determined by environmental conditions (weather, fuel, topography), firing technique, and other factors which influence fire behavior and fire effects (see prescribed fire).

Preparedness: Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

Prescribed Fire: Any fire intentionally ignited by management under an approved plan to meet specific objectives (see planned ignition).

Prevention: Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).

Protection: The management objectives to limit the adverse physical, environmental, social, political, and/or economic effects of fire.

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct incident protection responsibility and are shown on maps in the annual operating plans.

Procurement Documents: Agency specific financial obligation documents.

Protecting Agency: The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, or agreement.

Protection: Management objective to limit the adverse physical, environmental, social, political, and/or economic effects of fire.

Protection Area: That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression actions.

Protection Boundaries: The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control.

Reciprocal Fire Suppression: Reciprocal fire suppression is the act of helping the protecting Agency, at no cost for the first specified number of hours or by written agreement, to suppress

wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

Reciprocal (Mutual Aid) Fire Protection: Assistance provided by a Supporting Agency at no cost to the Jurisdictional Agency for an established time period and distance. Supporting Agencies will, upon request (or voluntarily) take initial attack action in support of the Jurisdictional Agency, and will notify the Jurisdictional Agency of lands involved or threatened. The Jurisdictional Agency is not obligated to reimburse the Supporting Agency for costs incurred during the Mutual Aid period. It is understood that no Supporting Agency will be required to assist or commit resources to a Jurisdictional Agency if doing so may jeopardize the security of lands of the Supporting Agency.

Reconciliation process: The process for tracking in-state incidents for all Parties to this Agreement for the purpose of issuing one annual billing to the paying Party.

Recovery: The development, coordination, and execution of service- and site-restoration plans for impacted communities and the reconstitution of government operations and services through individual, private-sector, nongovernmental, and public assistance programs that: identify needs and define resources; provide housing and promote restoration; address long-term care and treatment of affected persons; implement additional measures for community restoration; incorporate mitigation measures and techniques, as feasible; evaluate the incident to identify lessons learned; and develop initiatives to mitigate the effects of future incidents.

Reimbursable (Assistance by Hire): Incident resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its annual operating plan(s). Excludes Mutual Aid.

Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency.

Reimbursable Costs: All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following:

- Agency costs for transportation, salary, benefits, overtime, and per diem of individuals assigned to the incident or project.
- Additional support dispatching, warehousing or transportation services supporting a resource order.
- Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment.
- Operating expenses for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- Aircraft, airport fees, and retardant and other fire chemical costs.
- Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.

- Cost of reasonable and prudent supplies expended in support of the incident.
- Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- Indirect costs will be applied on joint state and federal non-suppression projects.

Resources: Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

Response: Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of incident mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include: applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into the nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

Response to wildland fire: The decisions and actions implemented to manage a wildland fire based on ecological, social, and legal consequences, the circumstances under which a fire occurs, and the likely consequences on firefighter and public safety and welfare, natural and cultural resources, and values to be protected.

State: Any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. (As defined in section 2(14) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Strategic: Strategic elements of incident management are characterized by continuous, long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities, the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

Structure Fire Protection: Protecting a structure from the threat of damage from an advancing wildland fire. This involves the use of standard wildland protection tactics, control methods, and equipment, including fire control lines and the extinguishments of spot fires near or on the structure.

Structure Fire Suppression: Interior or exterior actions taken to suppress and extinguish a burning structure or improvement associated with standard fire protection equipment and training.

Sub-Object Class Code: Detailed codes used by the Federal Government to record its financial transactions according to the nature of services provided or received when obligations are first incurred.

Supplemental Fire Department Resources: Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

Cost Share Agreement: A document prepared to distribute costs on a multi-jurisdictional incident (see Exhibit F).

Supporting Agency: An agency providing suppression or other support and resource assistance to a protecting agency.

Suppression: Management action to extinguish a fire or confining fire spread.

Threat: An indication of possible violence, harm, or danger.

Tribe: Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native Claims Settlement Act (85 Stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Unified Command: An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the Unified Command to establish their designated Incident Commanders at a single ICP and to establish a common set of objectives and strategies and a single Incident Action Plan.

Unit Administrator (Line Officer): The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include managers for a Tribe, State, County or local government entity.

United States: The term "United States," when used in a geographic sense, means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, any possession of the United States, and any waters within the jurisdiction of the United States. (As defined in section 2(16) of the Homeland Security Act of 2002, Public Law 107-296, 116 Stat. 2135, et seq. (2002).)

Wildfire: An unplanned ignition caused by lightning, volcanoes, unauthorized and accidental human-caused fires and escaped prescribed fires (See escaped prescribed fire).

Wildland Fire: A general term describing any non-structure fire that occurs in the vegetation and/or natural fuels.

Wildland Urban Interface (WUI): The line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

EXHIBIT B.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

Principal Contacts

PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

Bureau of Land Management – CO State Office

Ken Kerr
2850 Youngfield St.

Lakewood, CO 80215
Phone: 303-239-3693
FAX:
E-Mail: krkerr@blm.gov

National Park Service – Intermountain Region

Michael Davin
12795 W Alameda Parkway (PO Box 25287)
Denver, CO 80225
Phone: 303-969-2951
FAX:
E-Mail: michael_davin@nps.gov

Bureau of Indian Affairs – Southwest Region

Cal Pino
1001 Indian School Rd. NW
Albuquerque, NM 87104
Phone: 505-563-3385
FAX: 505-563-3052
E-Mail: cal.pino@bia.gov

U.S. Fish and Wildlife Service – Mountain Prairie Region

Dave Carter
PO Box 25486
Denver, CO 80225
Phone: 303-236-8110
FAX:
E-Mail: David_Carter@fws.gov

US Forest Service – Rocky Mountain Region

~~Mark Boche~~ [Willie Thompson](mailto:Willie.Thompson@fs.fed.us)
740 Simms St.
Golden, Colorado 80401
Phone: 303-275-5758
FAX: 303-275-5754
E-Mail:
mboche@fs.fed.us uswthompson@fs.fed.us

Colorado State Forest Service

Joe Duda
5060 Campus Delivery
Fort Collins, CO 80523
Phone: 970-491-7538
FAX: 970-491-3445
E-Mail: jduda@lamar.colostate.edu

Colorado Department of Public Safety – Division of Fire Prevention and Control

Paul Cooke
690 Kipling Street, Suite 2000
Denver, Colorado 80215
Phone: 303-239-4600
FAX: 303-239-5887
E-Mail: paul.cooke@state.co.us

Comment [RS1]: There is an Interim right now.

EXHIBIT C.

(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE AGREEMENT)

ANNUAL OPERATING PLAN OUTLINE GUIDE

PREAMBLE

This operating plan is prepared pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement signed and dated ____.

This operating plan supersedes:

(List applicable local agreements and Operating Plans.)

PURPOSE

This is a (Geographic Area, Statewide or Sub-Geographic Area) Annual Operating Plan (AOP) applicable to all signatory parties within (Geographic Area Name or the State of XXX, or Sub-Geographic Area Name). It addresses issues affecting cooperation, interagency working relationships and protocols, financial arrangements, and joint activities. The XXXX Mobilization Guide is considered part of this AOP.

RECITALS

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels.

Jurisdictional Agencies are responsible for all planning documents i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Agencies implements the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

INTERAGENCY COOPERATION

Interagency Dispatch Centers: Specify staffing, funding and level of participation agreed to.

Interagency Resources:

- Identify funding and staffing of joint resources and facilities commensurate with each Agency's use.
- Identify the process by which additional preparedness resources requests will be coordinated.
- *If applicable, cite the operating plan for management of Incident Management Teams and where it is available.*

Standards: Reference common standards; reference direction for land management and aircraft use.

PREPAREDNESS

Protection Planning: Determine efficiencies and document decisions regarding acquisition of protection services and reciprocal assistance. Identify placement of crews, engines, air tankers, helicopters, fixed and aerial detection, regulated use, closures, and other joint fire control efforts.

Protection Areas and Boundaries: Identify areas (map and/or describe).

Methods of Fire Protection and Suppression:

- **Reciprocal (Mutual Aid) Fire Assistance:** Document reciprocal initial attack zones. Document the distance and length of the mutual aid period. (It should not exceed 24 hours unless specifically stated by agreement or contract.)
- **Acquisition of Services:** Identify areas for reimbursable (cooperative), exchange (offset or contract (fee basis) fire protection services. Method used to establish fee or rate of exchange. Terms and conditions. Work to be done by Protecting Agency and its responsibilities.

Joint Projects and Project Plans: Document or reference joint cooperative projects including objectives, role of each Agency, and financial plan. Examples: prescribed fire/fuels management, pre-suppression, fire analysis/planning, rehabilitation, training, prevention, public affairs, etc.

Fire Prevention: Identify goals, activities, resources and cost sharing.

Public Use Restrictions: Implementation procedures or incorporate by reference the document containing those procedures.

Burning Permits: Document procedures where applicable.

Prescribed Fire (Planned Ignitions) and Fuels Management: Refer to project plans.

Smoke Management: Local considerations; use of Air Resource Advisors.

OPERATIONS

Fire Notifications:

- Specify notification procedures and timelines.
- Establish timeframes when final Fire Reports will be sent to jurisdictional agencies.
- Describe the level of communication required with neighboring jurisdictions regarding the management of all wildland fires, especially those with objectives that include benefit.

Boundary Line Fires: Specify notification procedures.

Response to Wildland Fire:

Special Management Considerations:

- Identify areas where there are resource and other management concerns i.e. special management considerations, appropriate fire management actions, any restrictions in firefighting tactical techniques, etc. (*Note: This information could be incorporated by reference to a fire management plan.*)
- Jurisdictional Agencies, which may include state and private lands, should identify

the conditions under which wildland fire may be managed to achieve benefit, and the information or criteria that will be used to make that determination (e.g. critical habitat, hazardous fuels and land management planning documents). . (Note: This information could be incorporated by reference to a fire management plan.)

- Identify how suppression costs related to special management considerations will be allocated.

Decision Process: Identify the process by which the parties will develop and document decisions regarding suppression strategies and tactical actions that are cost efficient and consider loss and benefit to land, values-at-risk, resource, social and political values, and existing legal statutes.

Cooperation: Identify how to involve all parties in developing the strategy and tactics to be used in preventing unwanted wildland fire from crossing the jurisdictional boundary, and how all parties will be involved in developing mitigations which would be used if a wildland fire does cross jurisdictional boundaries.

Communication: Describe the level of communication required with neighboring jurisdictions regarding the management of all wildland fires, especially those with objectives that include benefit. Describe the level of communication required with neighboring jurisdictions regarding suppression resource availability and allocation, especially for wildland fires with objectives that include benefit.

Cost efficiency: Jurisdictions will identify conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken (i.e. it may be more cost effective to put the containment line along open grassland than along a mid-slope in timber). Points to consider include loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

Delegation of Authority: Describe procedures and criteria to specify direction, authority and financial management guidelines that local Unit Administrators will use to inform Incident Commanders.

Preservation of Evidence: Investigation process.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies) Describe how costs will be shared when a fire spreads into another jurisdiction. The type of cost share methodology utilized will vary according to a great variety of environmental, resource, tactical, political, and other considerations. The following factors should be discussed in order to clarify how such factors will influence the ultimate selection of a cost share methodology for any given wildland fire.

- The cost-sharing methodologies that will be utilized should wildfire spread to a neighboring jurisdiction in a location where fire is not wanted.
- The cost-share methodologies that will be used should a jurisdiction accept or receive a wildland fire and manage it to create benefit.
- Any distinctions in what cost-share methodology will be used if the reason the fire spreads to another jurisdiction is attributed to a strategic decision, versus environmental conditions (weather, fuels, and fire behavior) or tactical considerations (firefighter safety, resource availability) that preclude stopping the fire at jurisdictional boundaries. Examples

of cost-sharing methodologies may include, but are not limited to, the following:

- When a wildland fire that is being managed for benefit spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction shall be responsible for wildfire suppression costs.
- In those situations where weather, fuels or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries cost-share methodologies may include, but are not limited to:
 - a. each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands,
 - b. each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands,
 - c. cost share by percentage of ownership,
 - d. cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds,
 - e. reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

Training: Identify training needs, schedules, billing arrangements, agreed to sharing of resources. (Review Colorado Statewide Agreement Clause, Joint Projects and Project Plans).

Communication Systems: Identify specific radio frequencies, computer system access, data transmission lines, communication sites, and communications equipment shared between Parties.

Fire Weather Systems: Specify maintenance, use and management, if any.

Aviation Operations: Identify and document any local aviation agreements.

Billing Procedures: See Exhibit XX - Reimbursable Billings and Payments

- Procedures for Fee Based Services
- Payment Process
- Timeframes to notify billing agency of incorrect invoice
- Contact information for written request for extensions
- Billing location/address

Cost Recovery: Procedures for determining a cost recovery process.

GENERAL PROVISIONS

Personnel Policy: See Exhibit XX – Supplemental Fire Department Resources. List personnel to be mobilized under the terms of that Exhibit by name, position(s), and identified as Single

Resource. While on assignment, these individuals are **XXFD** employees and the **XXFD** will be reimbursed for their actual costs.

Modification: Revisions or updates to this AOP are automatically incorporated into the Master Cooperative Wildland Fire Management Agreement dated XXXXX. A formal modification to the Master Agreement is unnecessary.

Annual Review: This AOP is reviewed annually by (DATE) and revised, as needed.

Duration of Agreement: This AOP remains in effect until superseded.

Previous Agreements Superseded: XXX AOP.

Authorized Representatives: By signature below, all signatories to this AOP certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this AOP

SIGNATURES

The Statewide Operating Plans will be approved by the applicable signatory State and Federal agency representatives.

Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.

SIGNATURES

Agency

Agency

Agency Administrator

Date:

Agency Administrator

Date:



MODIFICATION OF GRANT OR AGREEMENT

| PAGE | OF PAGES |
|------|----------|
| 1 | 4 |

| | | |
|--|---|--------------------------------|
| 1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 11-FI-11020000-017 | 2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: | 3. MODIFICATION NUMBER: 002 |
| 4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Rocky Mountain Region 740 Simms St. Golden, CO 80401 | 5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Rocky Mountain Region 740 Simms St. Golden, CO 80401 | |
| 6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Various Cooperators see attached. | 7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): | |

8. PURPOSE OF MODIFICATION

| | |
|-----------------------|---|
| CHECK ALL THAT APPLY: | This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above. |
| | CHANGE IN PERFORMANCE PERIOD: |
| | CHANGE IN FUNDING: |
| | ADMINISTRATIVE CHANGES: |
| X | OTHER (Specify type of modification): Modifying agreement to reflect changes in State organizations and authorities and add revised 2012 AOP. |

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
See additional pages for changes

10. ATTACHED DOCUMENTATION (Check all that apply):

| | |
|---|---|
| | Revised Scope of Work |
| | Revised Financial Plan |
| X | Other: Revised 2012 Statewide Annual Operating Plan |

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

| | | | |
|--|--|--|--|
| | | | |
| | | | |
| | | | |

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

MONICA H. CORDOVA

U.S. Forest Service Grants & Agreements Specialist

12.B. DATE SIGNED

12/18/12



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



MODIFICATION NO. 2
To
INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT
Between
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT – COLORADO
NATIONAL PARK SERVICE – INTERMOUNTAIN REGION
BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION
UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE – ROCKY MOUNTAIN REGION
THE BOARD OF GOVERNORS
of the
COLORADO STATE UNIVERSITY SYSTEM,
Acting By and Through COLORADO STATE UNIVERSITY,
On behalf of the COLORADO STATE FOREST SERVICE
and
STATE OF COLORADO
Colorado Department of Public Safety, Division of Fire Prevention and Control

This MODIFICATION, is hereby entered into by and between the above listed parties, as specified under the provisions of the Interagency Cooperative Fire Management Agreement 11-FI-11020000-017, executed June 1, 2011.

The purpose of this Modification No.2, is to update the following:

Page 1: Add to the title – **STATE OF COLORADO**, Colorado Department of Public Safety, Division of Fire Prevention and Control

Page 3:

Delete the following State authorities

- 23-31-203 Cooperation with governmental units
- 23-31-204 Forest fires- duty of sheriff to report
- 23-31-303 Funds Available
- 23-31-304 State Responsibility Determined
- 23-31-305 Cooperation by Counties
- 23-31-306 Sheriffs to Enforce
- 23-31-307 Limitation of State Responsibility
- 23-31-308 Emergencies
- 23-31-309 Preparedness Fund and Wildfire Emergency Response Fund

Add the following State authorities

- 24-1-128.6 Creation of Division of Fire Prevention and Control
- 24-33.5-103 Department Created – Divisions
- 24-33.5-705.3 Statewide all-hazards resource database
- 24-33.5-705.4 All –hazards resource mobilization system
- 24-33.5-706 Financing
- 24-33.5-716 Interoperable communications
- 24-33.5-822 County Sheriff-local government-local emergency planning committee – MOU with volunteer organizations
- 24-33.5-823 Qualified volunteer organization list
- 24-33.5-824 Volunteers – protection - benefits
- 24-33.5-825 Volunteers –leave of absence – public employees



- 24-33.5-826 Volunteers –leave of absence – private employees
- 24-33.5-827 Procedures – OEM to establish
- 24-33.5-828 Interpretation
- 24-33.5-901 Civil Defense Liability Act
- 24-33.5-902 Private liability
- 24-33.5-903 State Liability
- 24-33.5-904 Recovery for personal injury
- 24-33.5-1105 Debris Removal
- 24-33.5-1106 Grants to Individuals
- 24-33.5-1109 Interstate compacts
- 24-33.5-1201 Division of Fire Prevention and Control
- 24-33.5-1202 Definitions
- 24-33.5-1203 Duties of division
- 24-33.5-1204 Voluntary education and training program
- 24-33.5-1217 Duties relating to forest fires and wildfires
- 24-33.5-1218 Cooperation with governmental units
- 24-33.5-1219 Wildland fires –duty of sheriff to report
- 24-33.5-1220 Funds available – emergency fire fund – wildland fire equipment repair fund – wildland fire cost recovery fund
- 24-33.5-1221 State responsibility determined
- 24-33.5-1222 Cooperation by counties
- 24-33.5-1223 Sheriffs to enforce
- 24-33.5-1224 Limitation of state responsibility
- 24-33.5-1225 Emergencies
- 24-33.5-1226 Wildfire emergency response fund

Page 6, Section II Purpose: Make the following changes to the parties to this agreement –

The Board of Governors of the Colorado State University System acting by and through Colorado State University on behalf of the Colorado State Forest Service, hereinafter called the “CSFS”; and

The Colorado Department of Public Safety, Division of Fire Prevention and Control, hereinafter called the “State”; and

The Federal Agencies, CSFS, the State, and other entities signatory to this Agreement will hereinafter be referred to as the "Parties to this Agreement."

Page 7, Section III Recitals: Make the following changes –

- Federal and non-federal lands in Colorado are intermingled or adjacent in some areas. Wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other. Wildland fire protection responsibilities on non-federal lands follow a hierarchy of local jurisdiction to Fire Protection District to County Sheriff to State of Colorado with the Colorado Division of Fire Prevention and Control being the lead state agency for wildland fire management.
- It is the intent of the Parties signatory to this Agreement that CSFS and State resources be available to assist, within their respective authorities, in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect.

Page 16, Signatures: Add the following signature block –

STATE OF COLORADO

Department of Public Safety – Division of Fire Prevention and Control Division

Director

Date



Page 27-B, Exhibit B: Make the following changes to the CSFS Contact and add the Colorado DFPC contact –

US Forest Service – Rocky Mountain Region

SFAM Director
740 Simms St.
Golden, CO 80401
Phone: 303-275-5736
FAX: 303-275-5754

Colorado State Forest Service

Joe Duda
5060 Campus Delivery
Fort Collins, CO 80523-5060
Phone: 970-491-6303
FAX: 970-491-7736
E-Mail: Joseph.duda@colostate.edu

Colorado Department of Public Safety – Division of Fire Prevention and Control

Paul Cooke
690 Kipling Street, Suite 2000
Denver, Colorado 80215
Phone: 303-239-4600
FAX: 303-239-5887
E-Mail: paul.cooke@state.co.us



THE PARTIES HERETO, have executed this instrument as of the last date shown below.

**UNITED STATES DEPARTMENT OF
INTERIOR**

**UNITED STATES DEPARTMENT OF
AGRICULTURE**

**US Fish & Wildlife Service - Mountain Prairie
Region**

Forest Service - Rocky Mountain Region

Kathleen L. Dennis 12/27/2012
Regional Director ARD-BA Date

Dina Tenber 2/1/13
Regional Forester Date

Bureau of Land Management - Colorado

Mencia H. Chorro 12/18/12
USFS Grants and Agreements Specialist Date

Helen M. Hankins 12-20-12
State Director Date

COLORADO STATE UNIVERSITY SYSTEM
Acting by and through Colorado State University
on behalf of the Colorado State Forest Service

National Park Service - Intermountain Region

Michael J. Quinn 1/11/13
Regional Director Date

Amber 1-16-13
Vice President for University Operations Date

National Park Service - Intermountain Region

Trish Fresquez - Hernandez 1/10/13
NPS Contracting Specialist OFFICER Date
NATIONAL PARK SERVICE

Joseph A. Duda 1-2-13
State Forester Date

Bureau of Indian Affairs - Southwest Region

Gregory J. Johnson 2/16/13
Deputy General Counsel Date
Colorado State University System

W. H. [Signature] 8 Jan 2013
Regional Director Date

STATE OF COLORADO
Department of Public Safety - Division of Fire
Prevention and Control

[Signature] 12/21/12
Division Director Date

Attachment H:

Radio Frequencies

ATTACHMENT H

Arapahoe County Fire Protection Agencies Dispatch Centers, Frequencies, and Mutual Aid Channels

| Agency | Dispatch Center | | Frequency |
|--------------------------------|--------------------------------|--------------|-------------------|
| Aurora Fire Dept. | Aurora Fire Dispatch | 303-341-7552 | State DTR 800 mhz |
| Bennett F.P.D. | Met Com Disptach | 720-488-7263 | State DTR 800 mhz |
| Byers F.P.D. | Met Com Disptach | 720-488-7263 | State DTR 800 mhz |
| Cunningham F.P.D. | Littleton Communications | 303-794-1555 | State DTR 800 mhz |
| Deer Trail F.P.D. | Arapahoe County Communications | 303-795-4711 | State DTR 800 mhz |
| Denver Fire for Englewood F.D. | Denver Fire Dispatch | 720-913-2400 | State DTR 800 mhz |
| Denver Fire For Glendale | Denver Fire Dispatch | 720-913-2400 | State DTR 800 mhz |
| Littleton F.P.D. | Littleton Communications | 303-794-1555 | State DTR 800 mhz |
| Sable-Altura F.P.D. | Met Com Disptach | 720-488-7263 | State DTR 800 mhz |
| Denver Fire For Sheridan F.D. | Denver Fire Dispatch | 720-913-2400 | State DTR 800 mhz |
| Denver Fire For Skyline F.P.D. | Denver Fire Dispatch | 720-913-2400 | State DTR 800 mhz |
| South Metro F.P.D. | Met Com Disptach | 720-488-7263 | State DTR 800 mhz |
| Strasburg F.P.D. | Met Com Disptach | 720-488-7263 | State DTR 800 mhz |

Available Mutual Aid Channels

| Channel | Frequency |
|---------|-------------------|
| MAC 1 | State DTR 800 mhz |
| MAC 2 | State DTR 800 mhz |
| MAC 3 | State DTR 800 mhz |
| MAC 4 | State DTR 800 mhz |
| ITAC | State DTR 800 mhz |
| ICALL | State DTR 800 mhz |

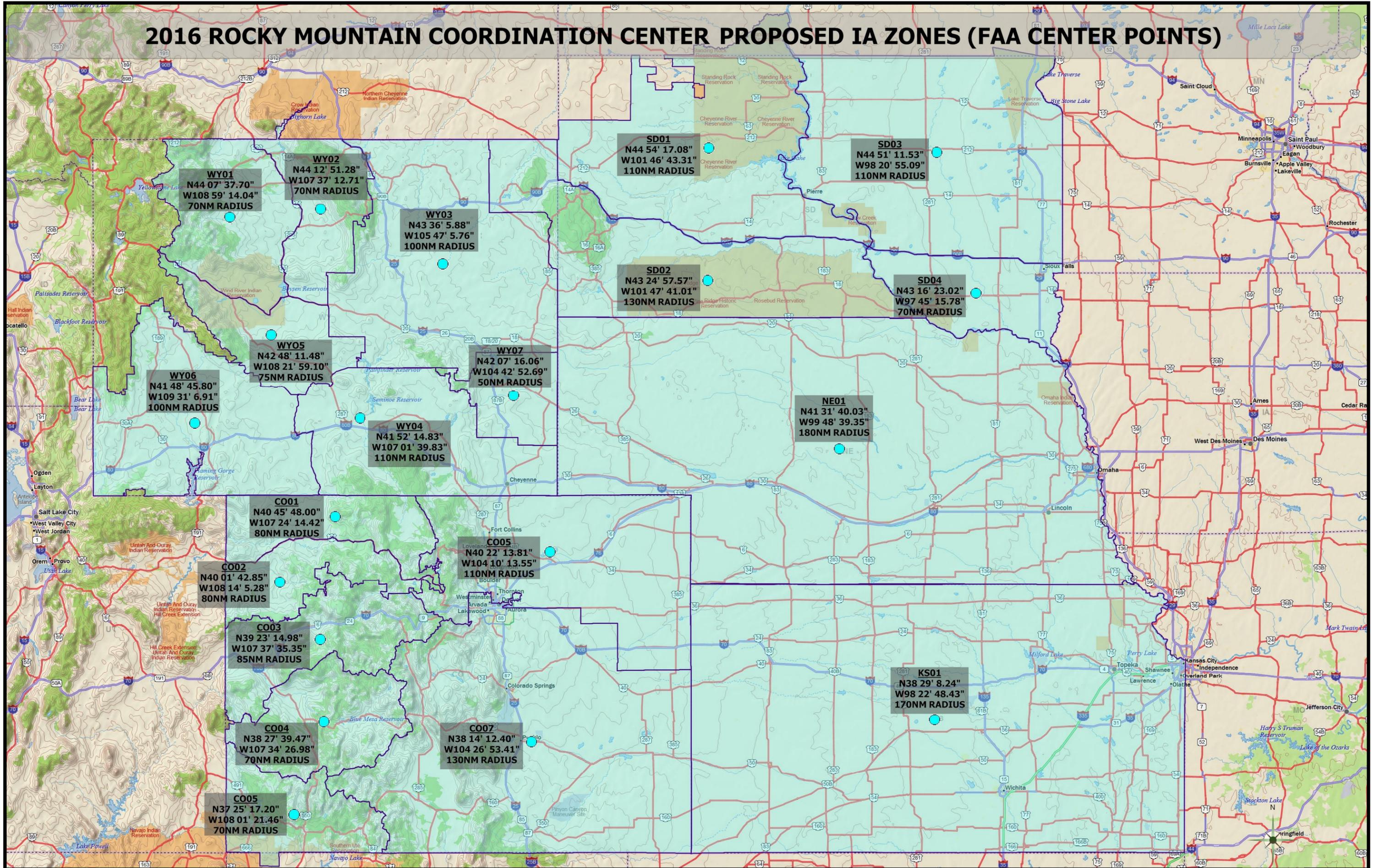
| | |
|--------|---------|
| FERN 1 | 154.280 |
| FERN 2 | 154.295 |
| FERN 3 | 154.265 |

Colorado air/ground channels

| | |
|-------------------|-------------------|
| CO05 (Ft Collins) | Northeast of I-70 |
| A/G9 | 166.9125N |
| A/G7 | 166.8500N |

| | |
|---------------|-------------------|
| CO06 (Pueblo) | Southwest of I-70 |
| A/G35 | 167.2250N |
| A/G28 | 170.0000N |

2016 ROCKY MOUNTAIN COORDINATION CENTER PROPOSED IA ZONES (FAA CENTER POINTS)



Attachment I:

Response Fund

Colorado Division of Fire Prevention and Control

2016 Colorado Wildfire Funding Guidelines



The Colorado Division of Fire Prevention and Control (DFPC) has been tasked by the Colorado State Legislature to administer and manage programs aimed at assisting local jurisdictions with safe and effective wildland fire response. The Wildfire Emergency Response Fund (WERF) was created to assist local jurisdictions with initial attack wildland fire response on state and private lands within the state of Colorado (Ref: CRS §24-33.5-1226). The Colorado Firefighting Aviation Corps (CFAC) program was authorized to ensure the availability of aviation resources for wildland fire response on state and private lands within the state of Colorado (C.R.S. §24-33.5-1228). Funding and reimbursement for wildland firefighting resources under these programs is available to any Colorado County Sheriff, fire protection district, or municipal fire department in accordance with the following eligibility guidelines. Funding and reimbursement will occur to the extent that program funds are available.

| Eligible Hand Crew Resources ¹ | First 2 Calendar Days of Incident | After First 2 Calendar Days |
|--|--|--------------------------------------|
| Type 1, Type 2-IA, or Type 2 Hand Crews | Eligible ¹ | Not Eligible |
| Eligible Aviation Resources | During Mutual Aid Period ² | After Mutual Aid Period ² |
| Multi Mission Aircraft (MMA) | Eligible | Discretionary ³ |
| Single Engine Air Tanker (SEAT) | Eligible | Discretionary ³ |
| Large Air Tankers (LAT) ¹ | Eligible ¹ | Not Eligible |
| Very Large Air Tankers (VLAT) ^{1,4} | Eligible ^{1,4} | Not Eligible |
| Type 1 Helicopters ¹ | Eligible ¹ | Not Eligible |
| Type 2 Helicopters | Eligible | Discretionary ³ |
| Type 3 Helicopters | Eligible | Discretionary ³ |
| Aerial Supervision Platforms and Lead Planes | Not Eligible – unless required by interagency standards and mobilization guides. | |

- ¹ The use of these resources may be reimbursed in accordance with the Wildfire Emergency Response Fund (WERF).
- ² For determination of reimbursement and funding, the Mutual Aid Period will be as defined in the County Annual Operating Plan (AOP).
- ³ Funding support for aviation operations beyond the mutual aid period may be approved by DFPC.
- ⁴ Any request for a Very Large Air Tanker (VLAT) must be approved by the DFPC Branch Chief of Operations or his/her designee prior to use.

Funding Requests and Notifications

- The requesting agency *must* notify DFPC of each funding (CFAC) or reimbursement (WERF) request. It is critical that DFPC receives notification of any and all requests to maintain an accurate balance for funds available.
- Notifications and requests should be made to the DFPC via email to: wildlandfire@state.co.us and a copy to the DFPC Regional FMO within 7 days of resource use. Requests should be documented on the *DFPC Wildfire Funding Notification and Request* form, which needs to be attached to the email, and must include the following information: Who requested the resource (Sheriff, fire chief, etc.); Fire Name; Incident Number (whenever available); Resource Name(s); Dates of Use; and Copies of Resource Orders (whenever available).

Additional Details

The following chart lists specific information and details for each kind of resource:

| Additional Details – Hand Crews | |
|---|---|
| Eligible | Up to 2 hand crew days within the first 2 calendar days of an incident beginning from time of departure to fire. |
| | Hand crew logistics costs of lodging, camping, transportation/fuel and per diem. |
| | Type 1, Type 2 Initial Attack, or Type 2 crews qualified to NWCG standards. |
| | Hand crews should be ordered based on incident needs, crew Type and capabilities, and proximity to incident. There is a preference for the use and reimbursement of State of Colorado inmate crews. |
| | Different crews may be used, but only for a total of 2 hand crew days per incident. |
| Not Eligible | Travel time to bring hand crews from outside Colorado. |
| Additional Details – Aviation Resources | |
| Eligible | DFPC funding support can be utilized on state and private land fires, and for fires that occur in mutual aid areas as defined in the County AOP. |
| | Multiple fixed and rotor wing resources (if needed) can be funded on the same incident. |
| | DFPC will reimburse and pay for eligible aviation resources during the mutual aid period, contingent on available funding. |
| | Funding support for incident aviation operations beyond the mutual aid period may be approved by the DFPC, based on factors such as fire potential, values at risk, defined mutual aid periods, boundary line fires, availability of funds, etc. ³ |
| | Limited to reimbursement for the use of only one of the following resources per incident: Type 1 Helicopter (first hour of firefighting helicopter rotor time + pilot time); or Very Large/Large Airtanker (first aerial tanker flight + drop + retardant) ⁴ |
| | Additional helicopter personnel (helitack crew). |
| | Fuel and support trucks assigned to aviation resources. |
| | Daily availability costs of aircraft. |
| | Only OAS or USFS carded or authorized aircraft, ordered through the procedures outlined in the County AOP, are eligible for DFPC funding and reimbursement. |
| Not Eligible | Ferry or flight time to bring aerial resources to Colorado. |
| Process | Requesting agency orders appropriate Kind and Type of resource(s). Consult the County AOP for the local, state, and interagency dispatch procedures to order aviation resources. |
| | The Closest Forces concept will be utilized meaning that the closest available resource of the Kind and Type requested will be dispatched to the incident. DFPC will cover eligible costs regardless of whether the aircraft is a state or federally-managed resource. |
| | The DFPC must be notified via the State Emergency Operations Line (303-279-8855) if multiple aviation resources are ordered on an incident. |
| | If a local agency utilizes aircraft on a fire beyond the DFPC eligibility period, costs may be charged to the requesting agency. Actual costs vary by resource used. |
| Questions concerning this guidance or the DFPC Aviation program should be directed to your DFPC Regional FMO. | |



DFPC Wildfire Funding Notification and Request

| Incident Information | | | | | | |
|--|--------------------------|--------------------------|--------------------------|--------------------------|---|--------------------|
| Date of Fire Start: | | | | | | |
| Fire Name: | | | | | | |
| Fire Number: | | | | | | |
| Fire Location: | | | | | | |
| Jurisdictions Involved: | | | | | | |
| Cost Share in Place (Y/N): | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | If yes, please attach | |
| Requesting Agency Information | | | | | | |
| Agency Name: | | | | | | |
| Requestor Name: | | | | | | |
| Requestor Title: | | | | | | |
| Handcrew Resources | | | | | | |
| Handcrew Used (Y/N): | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | If yes, provide information below | |
| Date(s) of Use: | | | | | | |
| Name of Crew(s) Assigned: | | | | | | |
| Resource Order #(s): | | | | | | |
| Resource Order Attached: | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | | |
| Aviation Resources | | | | | | |
| Aircraft Used (Y/N): | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> | If yes, provide information below for each aircraft | |
| Date of Use: | | | | | | |
| Aviation Resource(s) Used: (check all that apply) | <input type="checkbox"/> | Large Airtanker | <input type="checkbox"/> | SEAT | <input type="checkbox"/> | Helicopter |
| | | Aircraft #1 | | Aircraft #2 | | Aircraft #3 |
| Aircraft Assigned: | | | | | | |
| Aircraft Owner (if known): | | | | | | |
| Resource Order #: | | | | | | |
| Resource Order Attached: | | | | | | |
| Additional Information | | | | | | |
| County: | | | | | | |
| DFPC Region & FMO: | | | | | | |
| Date Submitted to DFPC: | | | | | | |
| Other (If Needed): | | | | | | |

All requests and supporting documentation should be sent to DFPC within 7 days of resource use via email to: wildlandfire@state.co.us with a copy to the DFPC Regional FMO.

Actual funding and reimbursements will be based on State Statute, current DFPC Funding Guidelines, Annual Operating Plans, and availability of funds.

Attachment J:

Mutual Aid

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID BETWEEN FIRE DEPARTMENTS

THIS AGREEMENT made by and between the following parties:

Arvada Fire Protection District, a special district (“Arvada”);
Aurora Fire Department, a municipal corporation (“Aurora”);
Bennett Fire Protection District, a special district (“Bennett”);
Boulder Fire Department, a municipal corporation (“Boulder”);
Boulder Rural Fire Protection District, a special district (“Boulder Rural”);
Town of Castle Rock, a municipal corporation (“Castle Rock”);
Cherryvale Fire Protection District, a special district (“Cherryvale”);
Cunningham Fire Protection District, a special district (“Cunningham”);
Denver Fire Department, a municipal corporation (“Denver”);
Edgewater Fire Department, a municipal corporation (“Edgewater”);
Elizabeth Fire Protection District, a special district (“Elizabeth”);
Elk Creek Fire Protection District, a special district (“Elk Creek”);
City of Englewood, a municipal corporation (“Englewood”);
Evergreen Fire Protection District, a special district (“Evergreen”);
Fairmount Fire Protection District, a special district (“Fairmount”);
City of Federal Heights Fire Department, a municipal corporation (“Federal Heights”);
Frederick – Firestone Fire Protection District, a special district (“Frederick”);
Genesee Fire Protection District, a special district (“Genesee”);
Glendale Fire Department, a municipal corporation (“Glendale”);
Golden Fire Department, a municipal corporation (“Golden”);
Greater Brighton Fire Protection District, a special district (“Brighton”);
Intercanyon Fire/Rescue, a special district (“Intercanyon”);
Jackson #105 Fire Protection District, a special district (Jackson 105”);
Lakeside Fire Department, a municipal corporation (“Lakeside”);
Larkspur Fire Protection District, a special district (“Larkspur”);
City of Littleton, a municipal corporation (“Littleton”);
Loveland Fire and Rescue Department, a special district (“Loveland”);
Mountain View Fire Protection District, a special district (“Mountain View”);
North Fork Fire Protection District, a special district (“North Fork”);
North Metro Fire Rescue District, a special district (“North Metro”);
North Washington Fire Protection District, a special district (“North Washington”);
Parker Fire Protection District, a special district (“Parker”);
Poudre Fire Authority, a special district (“Poudre”);
Sheridan Fire Department, a municipal corporation (“Sheridan”);
Skyline Fire Protection District, a special district, (“Skyline”);
South Adams County Fire Protection District, a special district (“South Adams”);
South Metro Fire Rescue, a special district (“South Metro”);
Southwest Adams County Fire District #2, a special district (Southwest Adams”);
Tri-Lakes Fire Protection District, a special district (“Tri-Lakes”);
West Douglas Fire Protection District, a special district (“West Douglas”);

West Metro Fire Protection District, a special district (“West Metro”);
City of Westminster, a municipal corporation (“Westminster”);
Wheat Ridge Fire Protection District, a special district (“Wheat Ridge”);

WITNESSETH THAT:

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by Section 29-1-203 C.R.S.; and

WHEREAS, the parties hereto are each authorized to lawfully provide, establish, maintain, and operate firefighting and other emergency services; and

WHEREAS, each of the parties hereto maintain emergency equipment; and

WHEREAS, emergencies may arise in one or another of the jurisdictions of the parties, resulting in greater demands than the personnel and equipment of that party can handle, or emergencies of such intensity may occur that they cannot be handled by the equipment of the party in whose jurisdiction the emergency occurs; and

WHEREAS, it is in the best interest of each of the parties that it may have service of and from the other parties to aid and assist it in the purpose of fighting fires or responding to other emergencies; and

WHEREAS, other parties who provide similar services and maintain similar equipment may in the future desire to be included in this agreement; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the parties.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between each of the parties as follows:

1. Provisions of Article 5, Title 29, Colorado Revised Statutes, as amended, are incorporated herein by this reference. These statutory provisions shall control in the event of a conflict between the statute and this Agreement.
2. It is understood and agreed that this Agreement would provide for the joint exercise by the parties of the function or service provided herein, but would not establish a separate legal entity to do so, nor would it constitute any party as an agent of any other party for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the parties toward the establishment of a common mutual goal.

3. For and in consideration of the promises of each participating party set forth, each agrees with each of the others that in the event that there are fires or other emergencies in the territory served by one party which are beyond the control of the fire suppression or emergency service of that party; whether because of use of its equipment at other places, or because of the intensity of the emergency or otherwise, each agrees, subject to the limitations herein set forth, to aid and assist each of the others, by causing and permitting its fire suppression or emergency service and its equipment to be used in responding to emergencies in the territorial area of any of the others, and the need for such aid and assistance shall be determined by the party requesting assistance, subject however, to the following limitations:
 - a. Any of the agreeing parties shall be excused from making its equipment or service available to any of the others, in the event of the preexisting or contemporaneous need of the emergency equipment or the personnel of such party within the territorial area of such party or any other party, or their prior use at any other place, or in the event that the terms of Article 7 apply, which decision of availability shall be made by the party requested to give mutual aid, in the exercise of its sole discretion, which decision shall be final and conclusive.
 - b. It is understood and agreed that each party's performance hereunder shall be subject to appropriation of funds by its City Council or other legislative body, and payment of such funds into the treasury of such party.
 - c. Mutual aid response by any party beyond the political boundary of the responding party is hereby deemed to be approved by the respective executive and legislative governing bodies and Fire Chiefs of the parties, and such response shall require no further approval by responsible officials of any party, unless this Agreement is later modified through an Amendatory Agreement to require same.
4. Each party shall, at all times, be responsible for its own costs incurred in the performance of this Agreement, and shall not receive any reimbursement from any other party, except for third party reimbursement under Article 9.
5. The extent of the mutual aid period (as measured from the time of dispatch for request of mutual aid) will be twelve (12) hours unless extended by an additional agreement between parties.
6. Each party waives all claims and causes of action against all of the other parties for compensation (except as set forth in Article 9, below), damages, personal injury or death occurring as a consequence, direct or indirect, of the performance of this Agreement.

7. Each party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to cope with the ordinary and routine emergencies arising within its boundaries and for which the party is organized. No party shall expect any of the others to respond to emergency calls where the emergency arises due to a failure of the requesting party to organize available personnel or maintain equipment in reasonably proper working order and in sufficient quantity to meet the respective demands of the persons and property within the requesting party's jurisdiction.
8. Each party agrees to allow any other municipal or quasi-municipal fire suppression agency to join in this Mutual Aid Agreement after formal approval by its governing body and notification of such action to each of the other parties to this Agreement. Each party shall execute such amendments, as may be necessary in the future to accommodate the joining of new parties to the Agreement, without change of any other terms or conditions of the Agreement.
9. Each party agrees that, for each call occurring within its jurisdiction, for which it has requested mutual aid, it will reasonably pursue any and all legal reimbursement possible, pursuant to state or federal laws, including but not limited to reimbursement for hazardous materials incidents, occurring within its jurisdiction, on behalf of all parties responding and, upon full or partial payment by the responsible entity, will distribute the reimbursement received in a fair and equitable manner to assisting parties based on their relative documented expenses for the involved accident.
10. Nothing contained in this Agreement, and no performance under this Agreement by personnel of the parties hereto shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment. Workers' Compensation Coverage shall be as structured in C.R.S. §29-5-109.
11. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
12. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charters of the various parties, and the ordinances and regulations enacted pursuant thereto.

13. This Agreement shall be binding upon the successors and assigns of each of the parties hereto, except that no party may assign any of its rights or obligations hereunder, without the prior written consent of all of the other parties.
14. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the named parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the named parties that any person or entity other than the named parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
15. Any party hereto may terminate its participation in this Agreement with or without cause upon thirty (30) days prior written notice to each of the other parties.
16. This Agreement shall be executed in forty-four (43) counterparts, each of which shall be deemed to be an original of this agreement.

(BALANCE OF PAGE BLANK)

ARVADA FIRE PROTECTION DISTRICT

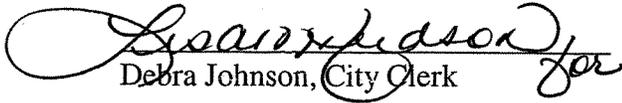
BY: [Signature], Board Chair

AND: Paul D. DePina, Fire Chief

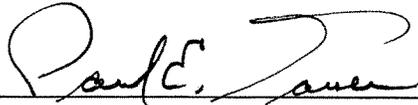
APPROVED AS TO FORM: [Signature], Board Attorney

CITY OF AURORA

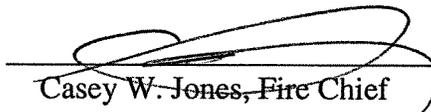
ATTEST:


Debra Johnson, City Clerk

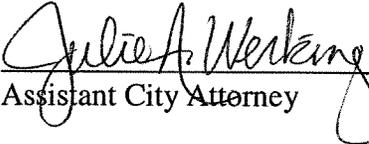
CITY OF AURORA, COLORADO

By: 
Paul E. Tauer, Mayor

RECOMMENDED AND APPROVED:

By: 
Casey W. Jones, Fire Chief

APPROVED AS TO FORM:


Assistant City Attorney

BENNETT FIRE PROTECTION DISTRICT

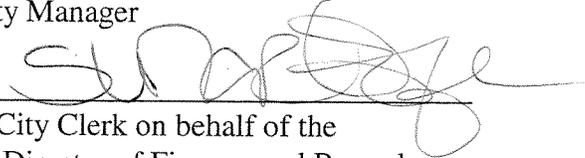
BY: Les R. Luens, Board Chair

AND: Carl R. Curley, Fire Chief

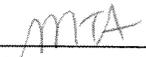
APPROVED AS TO FORM: Bradley D. Hill, Board Attorney

CITY OF BOULDER, a Colorado
home rule city

By: 
City Manager

ATTEST: 
City Clerk on behalf of the
Director of Finance and Record

Approved as to form:


City Attorney

BOULDER RURAL FIRE PROTECTION DISTRICT

BY: Charles D. Simmons, Board President

AND: [Signature], Fire Chief

APPROVED AS TO FORM: W. J. [Signature], Board Attorney

RESOLUTION NO. 2002-108

COPY

**A RESOLUTION APPROVING THE IGA FOR
MUTUAL AID BETWEEN FIRE DEPARTMENTS**

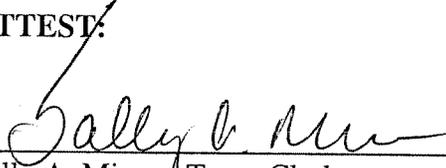
WHEREAS, the Town of Castle Rock agrees to the terms and conditions of an Intergovernmental Agreement for Mutual Aid between Fire Departments.

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF CASTLE ROCK AS FOLLOWS:**

Section 1. Agreement. The Intergovernmental Agreement for Mutual Aid Between Fire Departments is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town of Castle Rock, Colorado.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2002, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 5 for and 0 against.

ATTEST:



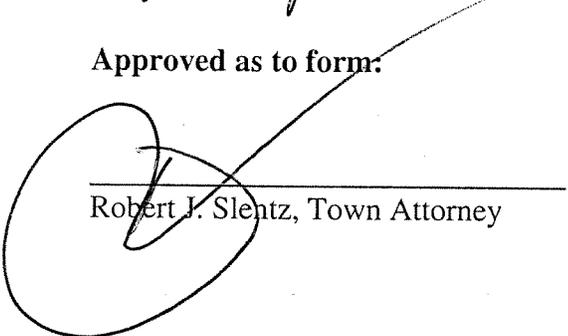
Sally A. Misare, Town Clerk

TOWN OF CASTLE ROCK



Millie S. Bennett, Mayor

Approved as to form:



Robert J. Sleutz, Town Attorney

CASTLE ROCK FIRE DEPARTMENT

BY: Michelle S. Bennett, Mayor

AND: W. W. Coon, Fire Chief

APPROVED AS TO FORM: [Signature], Town Attorney

CHERRYVALE FIRE PROTECTION DISTRICT

BY: Mark S. Spaul, Board Chair

AND: Michael Smith, Fire Chief,

APPROVED AS TO FORM: Frederick Hoff, Board Attorney

CUNNINGHAM FIRE PROTECTION DISTRICT

BY: Mark L. Langert, Board Chair

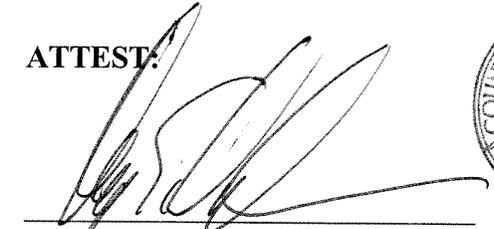
AND: Isa J. Rhodes, Fire Chief

APPROVED AS TO FORM: [Signature], Board Attorney

IN WITNESS WHEREOF, the parties hereto have executed this agreement of this
10th day of October, 2003.

CITY AND COUNTY OF DENVER

ATTEST:



WAYNE E. VADEN, Clerk
and Recorder, Ex-Officio Clerk of the
City and County of Denver



By: _____

Mayor

ACTING MAYOR

RECOMMENDED AND APPROVED:

By: _____

Manager of Safety-~~ACTING~~

By: _____

Fire Chief

APPROVED AS TO FORM:

PHILIP COLE FINEGAN, Attorney
For the City and County of Denver

By: _____

Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____

Auditor

Contract Control No. XC-24092

"CITY"

CITY OF EDGEWATER

ORDINANCE NO.16-02
SERIES OF 2002

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
MUTUAL AID BETWEEN FIRE DEPARTMENTS.

WHEREAS, the Edgewater Fire Department and 56 other fire districts desire to enter into an intergovernmental agreement for mutual aid between fire departments; and

WHEREAS, establishment of a mutual aid agreement will promote the safety, security, and general welfare of the citizens of Edgewater.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDGEWATER,
COLORADO:

Section 1. The proposed intergovernmental agreement between the Edgewater Fire Department and 56 other fire districts for mutual aid between fire departments is hereby approved in essentially the same form as the copy of such agreement accompanying this ordinance, except that the Mayor is hereby granted the authority to approve such revisions to said agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the agreement are not altered.

Section 2. If any article, section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED, AND ORDERED PUBLISHED this 7th day of November, 2002.

PASSED AND ADOPTED UPON SECOND READING AND ORDERED PUBLISHED this 21st day of November, 2002.

Summary of Ordinance No. 17-02, "AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID BETWEEN FIRE DEPARTMENTS.": Approves an intergovernmental agreement between the Edgewater Fire Department and 56 other fire districts providing for assistance from and to those fire departments in cases of emergency.



John Fox, Mayor

ATTEST:

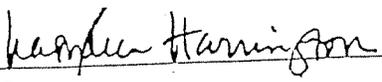


City Clerk



Council President

APPROVED AS TO FORM:



City Attorney

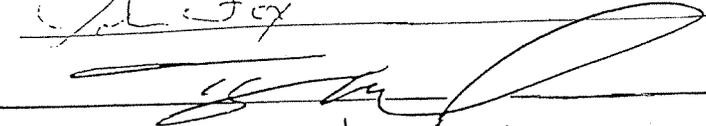
First Publication: Nov 14th, 2002

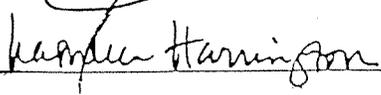
Second Publication: November 29th 2002

Published in the Lakewood Sentinel

EDGEWATER FIRE DEPARTMENT

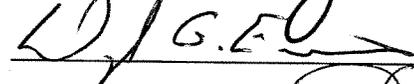
BY:  Mayor

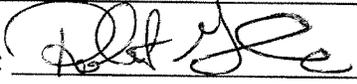
AND:  Fire Chief

APPROVED AS TO FORM:  City Attorney

ELIZABETH FIRE PROTECTION DISTRICT

BY: , Board Chair

AND: , Fire Chief

APPROVED AS TO FORM: , Board Attorney

ELK CREEK FIRE PROTECTION DISTRICT

BY: Charles M. Madia, Board Chair

AND: BDH, Fire Chief

APPROVED AS TO FORM: [Signature], Board Attorney

BY AUTHORITY

ORDINANCE NO. 59
SERIES OF 2002

COUNCIL BILL NO. 59
INTRODUCED BY COUNCIL
MEMBER GARRETT

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) FOR
MUTUAL AID BETWEEN FIRE DEPARTMENTS.

WHEREAS, this intergovernmental agreement to provide functions for services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, is specifically authorized by Section 29-1-203 C.R.S.; and

WHEREAS, each of the parties hereto maintain emergency equipment; and

WHEREAS, emergencies may arise in one or another of the jurisdictions of the parties, resulting in greater demands than the personnel and equipment of that party can handle, or emergencies of such intensity may occur that they cannot be handled by the equipment of the party in whose jurisdiction the emergency occurs; and

WHEREAS, it is in the best interest of each of the parties that it may have service to and from the other parties to aid and assist it in the purpose of fighting fires or responding to other emergencies; and

WHEREAS, other parties who provide similar services and maintain similar equipment may in the future desire to be included in this agreement; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security, and general welfare of the inhabitants of the parties.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, THAT:

Section 1. City Council of Englewood, Colorado, hereby approves the Intergovernmental Agreement for Mutual Aid Between Fire Departments, a copy of which is attached hereto and incorporated herein by reference.

Section 2. The Mayor is hereby authorized to sign and the City Clerk to attest said agreement for and on behalf of the City of Englewood.

Introduced, read in full, and passed on first reading on the 4th day of November, 2002.

Published as a Bill for an Ordinance on the 8th day of November, 2002.

Read by title and passed on final reading on the 18th day of November, 2002.

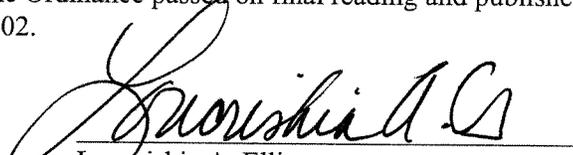
Published by title as Ordinance No. 59, Series of 2002, on the 22nd day of November, 2002.


Beverly J. Bradshaw, Mayor

ATTEST:


Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Ordinance passed on final reading and published by title as Ordinance No. 59, Series of 2002.


Loucrishia A. Ellis

CITY OF ENGLEWOOD

BY: , Mayor

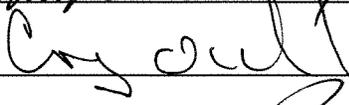
AND: , Director,
Safety Services

APPROVED AS TO FORM: _____, City Attorney

31

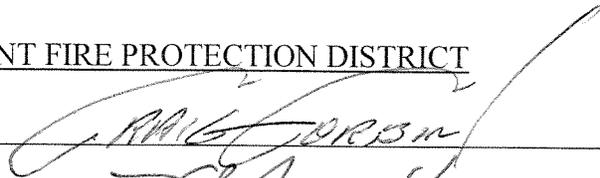
EVERGREEN FIRE PROTECTION DISTRICT

BY: , Board Chair

AND: , Fire Chief

APPROVED AS TO FORM: , Board Attorney

FAIRMOUNT FIRE PROTECTION DISTRICT

BY: , Board Chair

AND: , Fire Chief

APPROVED AS TO FORM: , Board Attorney

CITY OF FEDERAL HEIGHTS FIRE DEPARTMENT

BY: , Mayor

AND: , Fire Chief

APPROVED AS TO FORM:  City Attorney

FREDERICK – FIRESTONE FIRE PROTECTION DISTRICT

BY: Ernest A. Lowe, Board Chair

AND: Domenic Albiola, Fire Chief

APPROVED AS TO FORM: _____, Board Attorney

FRANKTOWN FIRE PROTECTION DISTRICT

BY: , Board Chair

AND: , Fire Chief

APPROVED AS TO FORM: _____, Board Attorney

GENESEE FIRE PROTECTION DISTRICT

BY: Robert Beland, Board President

AND: Mark S. [Signature] 8/19/02, Fire Chief

APPROVED AS TO FORM: [Signature], Board Attorney

GLENDALE FIRE DEPARTMENT

BY: Chill Dose, City Manager

AND: [Signature], Fire Chief

APPROVED AS TO FORM: Dennis A. Graham, City Attorney

RESOLUTION NO. 1312

A RESOLUTION OF THE GOLDEN CITY COUNCIL
AUTHORIZING THE MAYOR TO SIGN AN
INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID
BETWEEN FIRE DEPARTMENTS IN THE DENVER
METROPOLITAN AREA

WHEREAS, the City of Golden has provided mutual aid to Fire Departments located within the Denver Metropolitan area in the past; and

WHEREAS, the events of September 11, 2002 have increased the awareness and need for mutual aid between Fire Departments within the Denver Metropolitan area; and

WHEREAS, the potential for terrorist activity with the Denver Metropolitan area is considered to be a real threat; and

WHEREAS, the delay in receiving authorization to provide mutual aid in the future would be reduced with the approval of a mutual aid agreement between the City of Golden and the Participating Entities within the Denver Metropolitan area; and

WHEREAS, this agreement shall not replace or supersede any other Agreement(s) between the Participating Entities or a portion thereof.

THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN,
COLORADO:

Section 1. It is in the best interest of the City of Golden to have mutual aid agreements with fire departments within the Denver Metropolitan area.

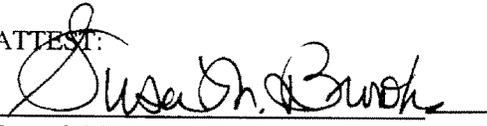
Section 2. The Mayor is authorized to sign the attached mutual aid agreement with the Participating Entities within the Denver Metropolitan area and the City of Golden.

Adopted the 8th day of August, 2002.



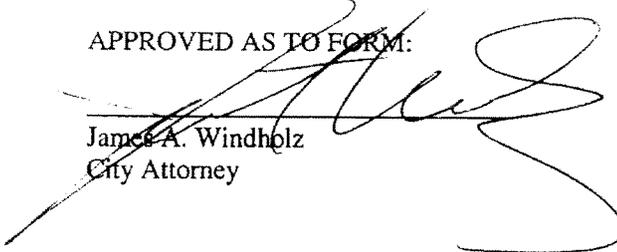
Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



James A. Windholz
City Attorney

GOLDEN FIRE DEPARTMENT

BY: *C. J. Baroch*, Mayor

AND: *John E. Baker*, Fire Chief

APPROVED AS TO FORM: *[Signature]*, Board Attorney

GREATER BRIGHTON FIRE PROTECTION DISTRICT

BY: Scott A. DeLuca, Board President

AND: [Signature], Fire Chief

APPROVED AS TO FORM: [Signature] Board Attorney

INTERCANYON FIRE/RESCUE

BY: Alvin Gandy, Board Chair

AND: Bill Lucatorto, Fire Chief

APPROVED AS TO FORM: Raul G. Gomez, Board Attorney

JACKSON #105 FIRE PROTECTION DISTRICT

BY: Don Sherr, Board President

AND: Marvin Roeffenberger, Fire Chief

APPROVED AS TO FORM: 10/14/02, Board Attorney

LAKESIDE FIRE DEPARTMENT

BY: Robert J. Gordon, Mayor

AND: Robert J. Gordon, Fire Chief

APPROVED AS TO FORM: Timothy J. Flynn, City Attorney

LARKSPUR FIRE PROTECTION DISTRICT

BY: Darl L. Sutton, Board Chair, Darl L. Sutton

Dated: 7/16/02

AND: Patti Horwat, Board Secretary, Patti Horwat

Dated: 7/14/02

AND: Keith Mathena, Fire Chief, Keith Mathena

Dated: 07/16/02

CITY OF LITTLETON, COLORADO

Resolution No. 19

Series of 2002

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,
COLORADO, APPROVING INTERGOVERNMENTAL AGREEMENTS
FOR FIRE-RESCUE MUTUAL AID.**

WHEREAS, Colorado Revised Statutes Sections 29-1-201 et seq. allow local governments to cooperate with each other; and

WHEREAS, it is in the best interest of the City of Littleton to give aid to other fire agencies and to receive such aid when confronted with a conflagration or other emergency.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF LITTLETON, COLORADO, THAT:**

The City of Littleton will benefit from the mutual aid given and received from other fire agencies that the Council President is authorized to sign the Mutual Aid Agreements attached hereto.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 6th day of August, 2002, at 7:00 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:



City Clerk



President of City Council

APPROVED AS TO FORM:



City Attorney

RESOLUTION NO. R-85-2002

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR
MUTUAL AID BETWEEN LOVELAND FIRE & RESCUE
AND OTHER FIRE DEPARTMENTS**

WHEREAS, as shown by the tragedy of September 11, 2002, there are certain emergencies that can overwhelm the response capabilities of any given fire department; and

WHEREAS, the City of Loveland strives to provide the best possible emergency response for its citizens; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by and between political subdivisions of the State of Colorado are specifically authorized by Section 29-1-203, Colorado Revised Statutes (2001); and

WHEREAS, the Colorado jurisdictions named in the attached Intergovernmental Agreement for Mutual Aid Between Fire Departments, including Loveland Fire & Rescue, are each authorized to lawfully provide, establish, maintain and operate firefighting and other emergency services, each maintaining emergency equipment therefor; and

WHEREAS, emergencies of such intensity may arise in one or another of these jurisdictions that would cause demands on emergency personnel and equipment in excess of those resources available in such jurisdiction(s); and

WHEREAS, it is in the best interest of each of these jurisdictions that they respectively have resources available to them from other jurisdictions to aid and assist in the fighting of fires or response to other emergencies of unusual character or magnitude; and

WHEREAS, establishment of a mutual aid agreement by and between Loveland and these other jurisdictions will serve an important public purpose and is in the best interest of the health, safety, security and welfare of the citizens of Loveland;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO:

Section 1. The Intergovernmental Agreement for Mutual Aid Between Fire Departments, attached hereto and incorporated hereby by reference as Exhibit "A" (the "Agreement") is hereby approved.

Section 2. The mayor is authorized and directed to execute the Agreement on behalf of the City of Loveland.

PASSED AND ADOPTED, SIGNED AND APPROVED this 15 day of October, 2002.

ATTEST:

Donna Ascorra
City Clerk



Kathleen L. Gilliland
Mayor

APPROVED AS TO FORM:

My Pet Davis
Assistant City Attorney

LOVELAND FIRE AND RESCUE DEPARTMENT

BY: Kathleen R. Gilliland, Mayor

AND: [Signature], Fire Chief

APPROVED AS TO FORM: [Signature], City Attorney

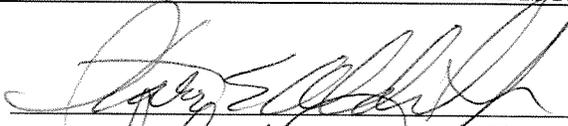
LOVELAND RURAL FIRE PROTECTION DISTRICT

BY: [Signature], Board Chair

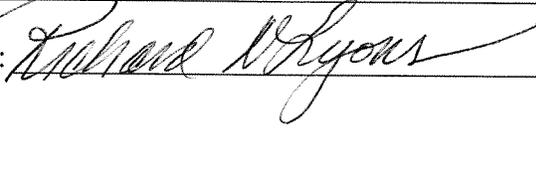
AND: [Signature], Fire Chief

APPROVED AS TO FORM: [Signature], Board Attorney

MOUNTAIN VIEW FIRE PROTECTION DISTRICT

BY: , Board President

AND: , Fire Chief

APPROVED AS TO FORM: , Board Attorney

NORTH FORK FIRE PROTECTION DISTRICT

BY: Barbara G. Caves, Board Chair

AND: Curt D. Rogers, Fire Chief

APPROVED AS TO FORM: [Signature], Board Attorney

NORTH METRO FIRE RESCUE DISTRICT

BY: Richard J. Glady, Board Chair

AND: [Signature], Fire Chief

APPROVED AS TO FORM: [Signature], Board Attorney

NORTH WASHINGTON FIRE PROTECTION DISTRICT

BY: Eugene J. Brienza, Board Chair

AND: James Nolan, Fire Chief

APPROVED AS TO FORM: David R., Board Attorney

PARKER FIRE PROTECTION DISTRICT

BY: Linda M. Ganz, Chair Person

AND: Daniel H. Qualman, Fire Chief

APPROVED AS TO FORM: [Signature], Board Attorney

POUDRE FIRE AUTHORITY

BY: Richard Payne, Board Chair

AND: John Muller, Fire Chief

APPROVED AS TO FORM: DR, Board Attorney

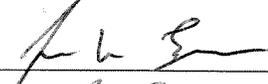
SABLE ALTURA FIRE DEPARTMENT

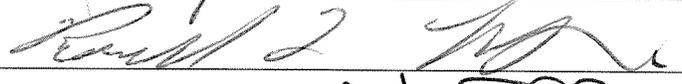
BY: , Board Chair

AND: , Fire Chief

APPROVED AS TO FORM: _____, Board Attorney

SHERIDAN FIRE DEPARTMENT

BY: , Mayor

AND: , Fire Chief

APPROVED AS TO FORM: , City Attorney

SKYLINE FIRE PROTECTION DISTRICT

BY: Neil Kimmel, Board Chair

AND: Scott Callin SR., Fire Chief

APPROVED AS TO FORM: Julie Dreyer, Board Attorney

SOUTH ADAMS COUNTY FIRE PROTECTION DISTRICT #4

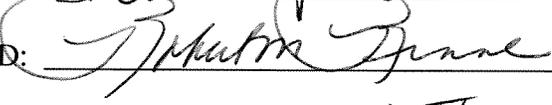
BY: Steve Truel, Board President

AND: Robert P. Krentz, Fire Chief

APPROVED AS TO FORM: Thomas Meniga, Board Attorney

SOUTH METRO FIRE RESCUE

BY: , Board Chair

AND: , Fire Chief

APPROVED AS TO FORM: , Board Attorney

SOUTH WEST ADAMS COUNTY FIRE PROTECTION DISTRICT

BY: Deborah L. Martinez, Board President

AND: Steve Little, Fire Chief

APPROVED AS TO FORM: K.W.O. Brown, Board Attorney

TRI-LAKES FIRE PROTECTION DISTRICT

BY: Charles L. Pease, Board Chair

AND: John M. Miller, Fire Chief

APPROVED AS TO FORM: Greg Fasano, Board Attorney

TRUMBULL VOLUNTEER FIRE DEPARTMENT

Date: 03-04-04

BY: Vernon K. Crow, Board President

AND: Mark Lambert, Fire Chief

APPROVED AS TO FORM: _____, Board Attorney

WEST DOUGLAS COUNTY FIRE PROTECTION DISTRICT

BY: *Geoffrey W. J.*, Board Chair

AND: *Jerry Thompson*, Fire Chief

APPROVED AS TO FORM: _____, Board Attorney

WEST METRO FIRE RESCUE

BY: Leo J. Johnson, Board Chair

LEO J. JOHNSON

AND: Robert H. Brown, Fire Chief

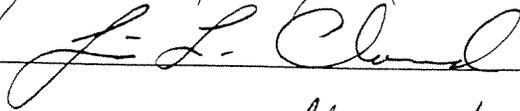
ROBERT H. BROWN

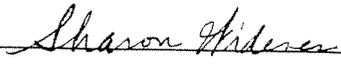
APPROVED AS TO FORM: Richard N. Lyons/bjb, Board Attorney

RICHARD N. LYONS

CITY OF WESTMINSTER

BY: , City Manager

AND: , Fire Chief

APPROVED AS TO FORM: , City Attorney

AUTOMATIC AID AGREEMENT
BETWEEN I-70 CORRIDOR FIRE PROTECTION DISTRICTS

This Automatic Aid Agreement ("Agreement") is made by and between the following special districts within the state of Colorado (collectively the "Parties" and individually a "Party"):

Bennett Fire Protection District No. 7 ("Bennett")

Byers Fire Protection District No. 9 ("Byers")

Sable-Altura Fire Protection District ("Sable-Altura")

Strasburg Fire Protection District No. 8 ("Strasburg")

RECITALS

WHEREAS, the Parties are political subdivisions of the State of Colorado, organized and existing pursuant to Section 32-1-101, *et seq.*, C.R.S. to provide fire suppression, fire prevention, rescue, hazardous materials, ambulance and emergency medical services along the I-70 Corridor; and

WHEREAS, pursuant to Section 29-1-203, C.R.S., the Parties may cooperate or contract with one another to provide any function, service, or facility they are lawfully authorized to provide; and

WHEREAS, structure and/or field/weed fires may arise in a Party's jurisdiction that may be of such intensity, or which result in such greater demands, that they cannot be handled by the personnel and equipment of the Party in whose jurisdiction the fire occurs; and

WHEREAS, the Parties acknowledge that in the event of a structure or field/weed fire, each Party would benefit from the automatic response of certain equipment and personnel from neighboring Parties, as provided herein; and

WHEREAS, it is in the best interest of each Party that it may have service of and from the other Parties to aid and assist it in the purpose of fighting structure and field/weed fires, and

WHEREAS, establishment of a specific automatic aid agreement for structure or field/weed fires within the Parties' jurisdictions will serve a public purpose and will promote the health, safety, security and general welfare of the people and property within the Parties' jurisdictions and the state of Colorado.

NOW THEREFORE, in consideration of the mutual performance of the covenants and agreements and promises hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. Definitions. The following terms as used in this Agreement are defined as follows:
 - a. "Assisting Party" means a Party providing or requested to provide Automatic Aid within the jurisdictional boundaries of a Requesting Party.
 - b. "Automatic Aid" means the initial automatic assistance of an engine/aerial and a tender provided by an Assisting Party for a reported or actual structure fire or the initial automatic assistance of a brush truck and a tender provided by an Assisting Party for a field or weed fire, within the jurisdictional boundaries of a Requesting Party.
 - c. "Automatic Aid Incident" means a reported or actual structure fire or field or weed fire within the Parties' jurisdiction, for which the Parties shall automatically respond, without a specific request for aid, and provide Automatic Aid.
 - d. "Requesting Party" means a Party, also known as the Agency Having Jurisdiction ("AHJ"), within whose jurisdiction an Automatic Aid Incident occurs, who is assisted by an Assisting Party.

2. Response Levels.
 - a. Automatic Aid. Subject to the limitations set forth in this Agreement and Subsection 2(b) in particular, in the event of an Automatic Aid Incident, the Assisting Parties shall provide to the Requesting Party automatic assistance of an engine/aerial and a tender for a reported or actual structure fire or automatic assistance of a brush truck and a tender for a field or weed fire, within the jurisdictional boundaries of a Requesting Party. Following an Automatic Aid Incident, and as soon as reasonably possible, the Requesting Party shall clarify through its dispatcher or to the Assisting Parties whether some or all of the apparatus, may be canceled. To the extent reasonably possible and subject to the limitations set forth in Subsection 4(b), the Requesting Party will respond to the Automatic Aid Incident with its apparatus, equipment and necessary personnel as it normally would respond to such incident. Additional needs may be requested by the Incident Command ("IC") once on scene or if in receipt of additional information. The Assisting Parties shall not self-dispatch other equipment or personnel beyond the initial equipment and personnel set forth above. The Assisting Parties also shall be dispatched to backfill the other Assisting Parties responding to the Automatic Aid Incident. The design of this automatic aid plan is based on concentric circles. The smaller the Automatic Aid Incident, the smaller amount of the Assisting Parties' involvement, and the larger the Automatic Aid Incident, the larger amount of the Assisting Parties' involvement.

 - b. Assisting Party's Discretion. Should any Party have personnel or resources committed to an emergency incident, either within or outside its jurisdiction, or otherwise unavailable, which, in its sole discretion, prevents it from providing Automatic Aid and also provide an adequate level of service and protection within its own jurisdiction, it shall promptly

notify its dispatcher and the Requesting Party and shall be released from all or a portion of its Automatic Aid responsibilities, consistent with the shortfall of available resources or personnel, until its personnel and resources are adequate and available. When available personnel and equipment return to adequate levels, the Party shall notify the dispatcher to return to Automatic Aid dispatching.

c. Board Authorization. Automatic Aid shall be provided without regard for political boundaries and in full compliance with the terms and conditions of this Agreement. Automatic Aid by an Assisting Party as provided herein beyond the political boundaries of the Assisting Party is hereby deemed to be approved by the respective Boards of Directors of the Parties, and such responses shall require no further approval by the governing body of any Party.

d. Pre-Existing Obligations. Nothing herein shall limit the fire, emergency medical, rescue, or ambulance duties of any Party within its respective jurisdiction, or any other aid agreements any Party may have with any other Party or other entities.

3. Dispatching. Dispatching of the Assisting Parties rendering Automatic Aid shall be automatic and without additional authorization or request of the Requesting Party. The Requesting Party shall clarify and/or cancel the level of Automatic Aid actually needed as early in the incident as possible. The Parties shall notify their respective dispatching entities of this Agreement and the need to dispatch equipment and personnel in accordance with the provisions of this Agreement.

4. Automatic Aid Command.

a. Command Structure. All Parties at an Automatic Aid Incident shall follow the National Incident Management System (NIMS). The AHJ will establish command and tactics. The general command of an Automatic Aid Incident shall be vested in the IC until specifically delegated to another individual. Delegation does not alleviate the IC of its general responsibilities. All incident operations and activities shall be coordinated with the IC. At no time shall any Party involved in an Automatic Aid Incident be expected to operate contrary to standing orders or policies of its own jurisdiction and physician advisor.

b. Radio Operations. During an Automatic Aid Incident, the AHJ's radio channel will be the radio frequency that will be used. Assisting Parties will notify the IC on the AHJ's radio channel of their response once in route and will notify the IC when they are approximately one (1) minute away from the scene. At that time, the IC will, if possible, give the Assisting Parties an assignment. Upon arrival, the Assisting Parties will proceed to the command post to check in, give their accountability passport and receive final assignment, if it has not previously been given. Additional calls that occur within the AHJ's jurisdiction that will be covered by the Assisting Parties will be moved to the Assisting Parties' radio channel.

c. Accountability. Maintenance of accountability during an Automatic Aid Incident shall follow NIMS and be assigned by the IC. All persons on scene shall have a tag identifying that they are on scene and where they are assigned. Each Party will be responsible for providing their own tags and passports. Each Assisting Party will be responsible to gather the tags for all

of its members on scene and place them in the equipment's passport. The assembled passports shall be given to the IC or the accountability officer upon arrival at the scene. Accountability shall be maintained throughout the Automatic Aid Incident.

d. Release or Cancellation of a Party. An Assisting Party providing Automatic Aid shall be released or canceled from service when the IC determines its services are no longer needed.

5. Maintenance of Organization. Each Party is expected to maintain its equipment and organize its emergency response methods with both personnel and equipment to the degree necessary to be capable of responding adequately to ordinary and routine emergency incidents arising within its boundaries. No Party shall expect any of the other Parties to respond to an Automatic Aid Incident where the emergency arises due a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably proper working order and in sufficient quantity to meet the respective demands of the persons and property within the Requesting Party's jurisdiction.

6. Training and Planning. The Parties shall schedule and provide regular joint training exercises involving the Parties' personnel. The Parties shall attempt to coordinate pre-incident response planning.

7. Compensation and Reimbursement. The Parties agree that the services to be provided hereunder to each other are of equal value. All aid rendered under this Agreement shall be without charge to any of the Parties and each Party waives all claims against all of the other Parties for compensation or reimbursement arising out of the performance of this Agreement. However, each Party agrees that, for each Automatic Aid Incident occurring within its jurisdiction, to the extent permitted by law, it will reasonably pursue such reimbursement as is possible, including but not limited to reimbursement for hazardous materials incidents, on behalf of all Parties responding and, upon full or partial payment by the responsible entity, will distribute the reimbursement received in a fair and equitable manner to Assisting Parties based on their relative documented expenses for the Automatic Aid Incident involved.

8. Personnel and Equipment. Each Party shall remain responsible for the payment of salary, wages, or other compensation or reimbursement of its personnel utilized in an Automatic Aid Incident, and all costs associated with use of its equipment, fuel, supplies and apparatus. The personnel and equipment of any Party providing Automatic Aid shall be insured by that Party's liability, workers' compensation, or other insurance. Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Parties, shall in any respect alter or modify the status of the officers, employees, volunteers and agents of the respective Parties for purposes of workers' compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment or volunteerism. Workers' Compensation Coverage shall be as provided in Section 29-5-109, C.R.S.

9. Additional Actions. The Fire Chiefs and Administrators of the Parties are directed to take all actions reasonably necessary to carry out the terms of this Agreement, including, without

limitation, revising or adapting radios and communications equipment so the Parties will have common communications capability, provided, nothing herein shall require any Party to purchase any such equipment.

10. Liability to Third Persons. To the extent permitted or required by law, each Party assumes full responsibility and liability for any and all injuries to, and damages to real or personal property of, persons not a party to this Agreement that occur during an Automatic Aid Incident, caused by that Party, its volunteers, servants, agents, or employees.

11. Governmental Immunity. This Agreement is not intended to, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, and their current or former directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to, the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Waiver. Each Party ("first Party") waives all claims it may have against any other Party for any and all damages to the equipment of the first Party, and for personal injuries and damages to real or personal property of the first Party's volunteers, servants, agents, or employees, whether caused by any other Party or a person not a party to this Agreement, that occur during the course of an Automatic Aid Incident, except for damages and injuries caused by the willful and wanton actions, or intentionally tortious conduct of any other Party. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

13. No Third Party Rights. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties, that any person or entity other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

14. Prior Agreements. This Agreement shall supersede all previous agreements regarding automatic aid by, for and/or between Parties.

15. Effective Date and Term. This Agreement shall become effective between the signatories of this Agreement upon that Party's execution of this Agreement, regardless whether or when all Parties execute this Agreement. The term of this Agreement shall be through December 31, 2011 and this Agreement shall be automatically renewed for additional one (1) year terms. A Party may terminate this Agreement as to that Party by giving written notice of termination to each other Party not less than one hundred eighty (180) days prior to the effective date of termination. The withdrawal of any Party from this Agreement shall not affect the validity of this Agreement between the other Parties who have not so withdrawn. This Agreement may be terminated at any time by a written document signed by all of the Parties to the Agreement at the time of such termination.

16. Effect and Assignment. This Agreement shall be binding upon the successors and

assigns of each Party, except that no Party may assign any of its rights or obligations hereunder without the prior written consent of the other Parties.

17. Notices. Any notice, demand or request pursuant to this Agreement shall be in writing and shall be delivered in person or sent by certified mail return receipt requested to the Parties at the following addresses:

Bennett Fire Protection District
825 Sharis Court
Bennett, Colorado, 80102
Attention: Fire Chief
Telephone: 303-644-3572

Byers Fire Protection District
100 N. Main Street/P.O. Box 85
Byers, Colorado 80103
Attention: Fire Chief
Telephone: 303-822-5208

Sable-Altura Fire Protection District
26900 E. Colfax Ave. # 52
Aurora, Colorado 80018
Attention: Fire Chief
Telephone: (303) 364-7187

Strasburg Fire Protection District
56281 E. Colfax Ave./P.O. Box 241
Strasburg, Colorado 80136
Attention: Fire Chief
Telephone: 303-622-4814

A Party may change its address to which notices are delivered or mailed by a written notice provided in accordance with this paragraph. If notice is sent by certified mail, it shall be deemed delivered three calendar days after it is mailed.

18. Amendments. This Agreement may be amended only by a written document signed by the Parties to his Agreement at the time of the amendment.

19. Severability. If any terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

20. No Separate Legal Entity Created. It is understood and agreed that this Agreement provides for the joint exercise by the Parties of the function or service provided herein, but does not establish a separate legal entity to do so, nor does it make any Party an agent of any other Party for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind services and costs by the Parties toward the establishment of a common mutual goal.

21. Applicable Law. Each and every term, provision, or condition herein is subject to and shall be construed in accordance with Colorado law.

22. Non-Appropriation of Funds. A Party's financial obligations under this Agreement, if any, are subject to annual appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge a Party's full faith and credit, directly or indirectly, to the other Parties. If a Party fails to appropriate funds for its obligations under this Agreement for a fiscal year, this Agreement shall automatically terminate as to that

Party, on the first day of the fiscal year for which funds have not been appropriated, and the Party shall have further obligation or liability to the other Parties under this Agreement. No provision of this Agreement shall be construed or interpreted (a) to directly or indirectly obligate either Party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; or (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of either Party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision.

23. Legal fees and Costs. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award.

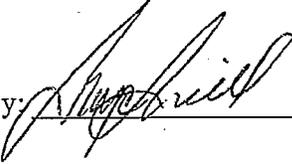
23. Counterparts. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set beside their respective signatures.

Bennett Fire Protection District

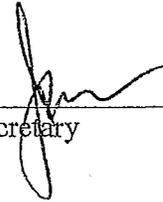
Byers Fire Protection District

By:  2/10/11
Date

By:  12-12-11
Date

Attest:

Attest:

 2/10/11
Secretary

 12/12/11
Secretary

Sable-Altura Fire Protection District

Strasburg Fire Protection District

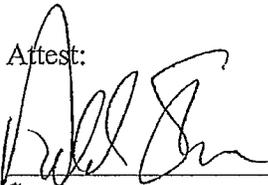
By: _____
Date

By:  1-20-11
Date

Attest:

Attest:

Secretary

 1-20-11
Secretary

Attachment K:

Aviation Resource
Request

Colorado Firefighting Air Corps

2014 Interim Guidelines

Senate Bill 13-245 created the Colorado Firefighting Air Corps (CFAC) under the Colorado Division of Fire Prevention and Control (DFPC). Senate Bill 14-164 authorized DFPC to purchase, lease, and contract aviation resources beginning July 1, 2014. The CFAC (Ref: CRS 24-33.5-1228) was authorized to assist local jurisdictions with initial attack wildland fire response on state and private lands within the state of Colorado. Any County Sheriff, municipal fire department, or fire protection district within Colorado may request aviation resources as the official Requesting Agency, utilizing ordering procedures defined in the County Annual Operating Plan (AOP). DFPC will pay the cost of eligible wildland firefighting aviation resources on behalf of the Requesting Agency, in accordance with the following guidelines, and to the extent that funding is available.

| INITIAL RESOURCE USE | |
|-----------------------------|---|
| Guidelines | Follow current Wildfire Emergency Response Fund (WERF) Guidelines. |
| | Requesting Agency orders appropriate kind and type of resources(s). |
| Eligible Resources | Type 1 Helicopters |
| | Type 2 Helicopters |
| | Type 3 Helicopters |
| | Single Engine Air Tankers (SEATs) |
| | Large Air Tankers (LATs) |
| | Very Large Air Tankers (VLATs) ¹ |
| | Handcrew |
| Funding Process | Requesting Agency submits request for reimbursement to DFPC. |
| | Reimbursed in accordance with current WERF Guidelines. |

¹ Any request for a Very Large Air Tanker (VLAT) must be approved by the DFPC Deputy Chief of Operations or his/her designee prior to use.

| RESOURCE USE BEYOND WERF | |
|---------------------------------|--|
| Guidelines | Aviation suppression resources will be ordered through the Interagency Dispatch Centers. |
| | The on-call DFPC Regional FMO must be notified via the State Emergency Operations Line (303-279-8855) if additional aviation resources are ordered beyond WERF. |
| | Requesting Agency orders appropriate kind and type of resource(s). Consult the County Annual Operating Plan (AOP) for the local, state, and interagency dispatch procedures to order aviation resources. |
| | Multiple fixed and rotor wing resources (if needed) can be funded for additional use on the same incident. |
| | The Closest Forces concept will be utilized meaning that the closest available resource of the Type and Kind requested will be dispatched to the incident. The CFAC program will cover eligible costs regardless of whether the aircraft is a state or federally-managed resource. |
| | DFPC funding support can be utilized on state and private land fires, and for fires that occur in mutual aid areas as defined in the County AOP. |

| | |
|------------------------------|--|
| | All state-contract SEATs and helicopters will be OAS/USFS carded and interagency compliant, and all crews will have required NWCG qualifications. |
| Eligible Resources | Type 2 Helicopter flight and pilot time (state or federal) |
| | Type 3 Helicopter flight and pilot time (state or federal) |
| | Helitack Personnel |
| | Helicopter chase, support, and fuel vehicles |
| | Single Engine Air Tankers – SEATs (state or federal) |
| | Pre-positioning and temporary relocation of State aircraft, as approved by the DFPC Deputy Section Chief of Operations or their designee. |
| Ineligible Resources | Type 1 Helicopters ² |
| | Large Air Tankers (LATs) ² |
| | Very Large Air Tankers (VLATs) ² |
| | Aerial Supervision Platforms [Unless required by Interagency Standards/Mob Guide and fire becomes state-responsibility (EFF or other funding mechanisms)] |
| Funding Process ³ | DFPC (CFAC funds) will pay for continued resource use until midnight (2400 hours) on the first calendar day of incident operations, contingent on available funding. |
| | Funding support for the second calendar day of incident operations may be approved by the DFPC Regional FMO, based on factors such as fire potential, values at risk, defined mutual aid periods, boundary line fires, availability of funds, etc. |
| | If a fire becomes state-responsibility (EFF or other funding mechanisms), charges for aircraft will be switched from DFPC-CFAC funding to incident funding. |

² The use of these resources may be reimbursed in accordance with the current Wildfire Emergency Response Fund (WERF) Guidelines.

³ There are often additional costs associated with the use of aircraft that may be billed to the Requesting Agency.

Funding Requests and Notifications

- DFPC has been tasked by the Colorado State Legislature to administer and manage this program. It is critical that DFPC receives notification of any and all aviation funding support requests to maintain an accurate balance for the fund.
- The Requesting Agency must notify the DFPC of each aviation funding request (WERF reimbursement or CFAC payment). Notifications and requests should be emailed to DFPC at firebill@cdfpc.org within 7 days of resource use and include the following information:
 - Who requested the resource (Sheriff, fire chief, etc.);
 - Fire Name;
 - Incident Number (whenever available);
 - Resource Name(s);
 - Date of Use; and
 - Copies of Resource Orders (whenever available).

Aircraft Rates

If a local Requesting Agency utilizes DFPC-CFAC aircraft on a local-managed fire beyond the eligibility period, the following hourly rates may be charged to the Requesting Agency:

Type 2 Helicopter - \$1,847 per hour

Type 3 Helicopter - \$1,050 per hour (Bell 206 L4/Designated Home Base: Montrose)

Type 3 Helicopter - \$1,248 per hour (AStarB3/Designated Home Base: Alamosa)

Single Engine Air Tanker - \$2,250 per hour

Multi-Mission Aircraft (MMA)

Once this resource is stood up and available, requests from a local Requesting Agency for detection, remote sensing, or persistent surveillance flights will be made through the State Emergency Operations Line (303-279-8855). Such missions will be flown based on aircraft availability, and multiple requests will be prioritized based upon risk.

The cost for detection, remote sensing, or persistent surveillance flights for wildfire purposes requested by a local Requesting Agency shall be borne by DFPC-CFAC funds.

Questions concerning this guidance or the CFAC program should be directed to:

Jane Lopez
Deputy Chief of Wildland Fire Planning
5060 Campus Delivery, Building 1049

Physical Address: 3843 La Porte Avenue
Fort Collins, CO 80523

Office 970-491-8624
Mobile 970-980-7877
Fax 970-491-3445
Jane.Lopez@state.co.us

DFPC MULTI-MISSION AIRCRAFT REQUEST ORDER FORM - 2015

TO ORDER MMA AIRCRAFT

CALL CSP DISPATCH @ 303-279-8855 and ask for DFPC DUTY OFFICER

Request Date: _____

Request Time: _____

| MISSION REQUESTED | | | | | |
|---|---|----------|---|-----------------|--|
| Date Needed | | | | Time Needed | |
| Incident Type | <input type="checkbox"/> Wildfire <input type="checkbox"/> Other-Specify: | | | Incident Name | |
| Mission Profile Requested | <input type="checkbox"/> Color & Infrared Sensor Specific Needs: <input type="checkbox"/> Perimeter <input type="checkbox"/> Spot Fires <input type="checkbox"/> Fire Location/Detection | | | | |
| | <input type="checkbox"/> All Hazard | | | | |
| | <input type="checkbox"/> Point to Point Transportation | | | | |
| MISSION REQUESTOR INFORMATION (Sheriff, Fire Chief, FMO etc.) | | | | | |
| Requestor Name, Title and Agency | | | Requestor Phone, Email and/or Radio Frequency | | |
| | | | | | |
| INCIDENT CONTACT INFORMATION | | | | | |
| Name | | | | Phone Number | |
| Incident Position | | | | | |
| Ground Contact Name | | | | Radio Frequency | |
| Air Contact Name | | | | Radio Frequency | |
| INTELLIGENCE REPORTING INSTRUCTIONS | | | | | |
| ** (Specify what intel, to who/where, and how you want it sent from the plane to ground)** | | | | | |
| | | | | | |
| INCIDENT LOCATION INFORMATION | | | | | |
| County | | | | | |
| General Location | | | | | |
| Latitude (specify format) | | | | | |
| Longitude (specify format) | | | | | |
| Bearing | | Distance | | From | |
| OTHER INCIDENT AIRSPACE INFORMATION | | | | | |
| Other Known Aerial Hazards | | | | | |
| Special Use Airspace | | | | | |
| Military Training Route | | | | | |
| Military Operations Area | | | | | |

Attachment L:

Fire Restrictions

Ordinance - Declaration of Fire Bans

The Ordinances are included herein for informational purposes only and are not considered an official public record of the County. These Ordinances may be modified or repealed at any time. Please contact the Arapahoe County Clerk and Recorder's Office at 303-795-4520 to obtain an official/certified copy of any County Ordinance.

County Ordinance 2000 - 2

AN ORDINANCE AUTHORIZING THE DECLARATION OF OPEN FIRE BANS BY THE BOARD OF COUNTY COMMISSIONERS OR THE COUNTY SHERIFF

WHEREAS, pursuant to Section 30-15-401, C.R.S., the Board of County Commissioners of Arapahoe County has the power to adopt ordinances for control of those matters of local concern; and

WHEREAS, pursuant to Section 30-15-401(1)(n.5), matters of local concern include a ban on open fires when the danger of forest or grass fires is found to be high; and

WHEREAS, it has come to the attention of the Board of County Commissioners that conditions in the spring, summer or fall frequently warrant the imposition of an open fire ban on an expedited basis; and

WHEREAS, it is the opinion of the Board of County Commissioners of Arapahoe County, that in order to preserve the public peace, health, safety and welfare of the citizens of Arapahoe County, they should take the following action:

NOW, THEREFORE, BE IT ORDAINED, by the Board of County Commissioners of Arapahoe County, the following:

SECTION I. DECLARATION OF AN OPEN FIRE BAN

The Arapahoe County Board of County Commissioners or the Arapahoe County Sheriff shall, whenever the danger of forest or grass fires is found to be high, and without further proceedings or resolution, have the authority to declare an open fire ban. Any declaration of an open fire ban made pursuant to this section shall specify the duration of the fire ban and the parameters of the fire ban, as deemed necessary and appropriate.

SECTION II. PUBLICATION OF NOTICE

In the event that the Arapahoe County Board of County Commissioners or the Arapahoe County Sheriff declares a fire ban pursuant to Section 1 of this Ordinance, notice that a fire ban has been declared along with statement as to the duration of the ban and the parameters of the ban, shall be promptly published in the County newspaper.

SECTION III. UNLAWFUL CONDUCT

It shall be unlawful for any person to start or maintain a fire that is in violation of a fire ban declared pursuant to Section I. above.

SECTION IV. APPLICABILITY.

This ordinance shall apply to all portions of unincorporated Arapahoe County.

SECTION V. ENFORCEMENT

The Arapahoe County Sheriff shall enforce the provisions of this ordinance.

SECTION VI. VIOLATIONS

Any person who violates this ordinance commits a class 2 petty offense and upon conviction thereof, shall be punished by a fine of five hundred dollars (\$500) for a first offense, seven hundred and fifty dollars (\$750) for a second offense, and one thousand dollars (\$1000) for a third and any subsequent offense. The penalty assessment procedure provided in Section 16-2-201, C.R.S. shall be followed by the arresting Sheriff's Deputy or other officer for any violation of this ordinance, and the graduated fine schedule set forth herein shall be followed when issuing any summons and complaint in accordance with such procedure.

SECTION VII. DISPOSITION OF FINES

All fines for violations of this ordinance shall be paid into the General Fund of Arapahoe County.

SECTION VIII. SEVERABILITY

If any one or more of the provisions of this ordinance is determined by a court of law to be invalid, such determination shall not affect the validity of the remaining provisions of this ordinance.

SECTION IX. SAFETY CLAUSE

The ordinance shall take effect upon its adoption. This is necessary for the immediate preservation of public health and safety, due in part to the need to control activity subject to this ordinance as soon as possible, and because of existing high fire danger.

BOARD OF COUNTY COMMISSIONERS ARAPAHOE COUNTY, COLORADO

John A. Brackney, Chairman

I, Tracy K. Baker, Clerk and Recorder of Arapahoe County and Clerk to the Board of County Commissioners, do hereby attest and certify that the Ordinance was introduced, read and ordered published at a regular meeting of the Board of County Commissioners on the 15th day of August, 2000. At a public hearing held on the 5th day of September 2000, the Ordinance, with proposed amendments, was taken under advisement. The Ordinance was adopted with amendments, approved and ordered published as adopted on September 5, 2000.

ATTEST:

Tracy K. Baker, Clerk to the Board

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO

INTRODUCED, READ AND ORDERED PUBLISHED ON THE 15th day of August, 2000
at a regular meeting of the Board of County Commissioners.

Date of initial publication: August 24, 2000

TAKEN UNDER ADVISEMENT, WITH PROPOSED AMENDMENTS, AFTER PUBLIC
COMMENT AT A PUBLIC HEARING HELD on the 5th day of September 2000.

ADOPTED WITH AMENDMENTS, APPROVED AND ORDERED PUBLISHED AS
ADOPTED the 5th day of September 2000.

Date of publication after adoption: September 21, 2000.

Tracy K. Baker, Clerk to the Board



ARAPAHOE COUNTY
COLORADO'S FIRST

David C. Walcher
Sheriff

OFFICE OF THE SHERIFF
13101 E. Broncos Parkway
Centennial, Colorado 80112
Phone: 720-874-4176
Fax: 720-874-4158
www.arapahoesherriff.org
sheriff@arapahoegov.com

DELIVER THE FOLLOWING PAGES TO:

NAME: News Editors/ News Directors

DATE: Sept. 22, 2015

TIME: 3:15 p.m.

Contact:

Julie Brooks

Public Information Officer

720-874-4151

MEDIA RELEASE

Arapahoe County Sheriff Implements Open Burning Ban

Effective immediately, the Arapahoe County Sheriff has issued a ban on all open fires and open burning within Unincorporated Arapahoe County, to include the Cherry Creek State Park and the City of Centennial. The Open Burning Ban will remain in effect until such time as this order is formally rescinded or temporarily suspended by the Sheriff. David C. Walcher, Arapahoe County Sheriff, has determined that the existing conditions in Arapahoe County present an extreme danger for the possibility of wildfire and large wildland fires. The authority to implement the Open Burning Ban within Unincorporated Arapahoe County is provided through Arapahoe County Ordinance #2000-02 and Colorado Revised Statutes 30-10-512 and 30-15-401(1)(n.5). The authority to implement the Open Burning Ban within the City of Centennial is provided through Colorado Revised Statutes 30-15-401(1)(n.5)(I) and 30-15-401(8).

Prohibited open fires or open burning shall be defined as the usage of any fireworks, and any other outdoor fires including, but not limited to: campfires; fires in constructed, permanent fire pits or fire grates within developed camp and picnic grounds or recreation sites, charcoal fueled fires, warming fires; fires in outdoor wood burning stoves (chimney sparks or embers); the prescribed burning of fence lines, fence rows, fields, farmlands, rangelands, wildlands, trash or debris.

The Arapahoe County Sheriff's Open Burning Ban is enforced as a County Ordinance violation that, upon conviction, could result in fines of \$500.00 for the first offense, \$750.00 for a second offense, and \$1,000.00 for a third and subsequent offenses.

The following shall be exempt from the Open Burning Ban:

- Fires contained within liquid fueled or gas stoves, fireplaces and wood burning stoves/fireplaces within habitable buildings.
- Propane/LP/Natural Gas fueled barbeque grills used for cooking or warming food, which do not produce or emit sparks or embers when used.

- Charcoal fueled grills and pits used for cooking or warming food, which do not produce or emit sparks or embers when used.
- Propane/LP/Natural Gas fueled fire pits that do not produce or emit sparks or embers when used.
- Fire set by any federal, state, or local officer, or member of a fire protection district in the performance of an official duty.
- Public fireworks displays supervised by appropriate firefighting/public safety personnel and supported by adequate equipment assigned to be on the scene of such permitted public displays.

The Arapahoe County and the City of Centennial Open Burning Ban is implemented as result of discussions between Arapahoe County Sheriff David C. Walcher, area Fire Chiefs, the Board of County Commissioners and the City of Centennial.

E N D



An Internationally Accredited Agency

Committed to Quality Service with an Emphasis on Integrity, Professionalism and Community Spirit.

Attachment M:

Pueblo Zone
Procedures

**PUEBLO INTERAGENCY DISPATCH ZONE
PROCEDURES
FOR
INITIATION OR RESCINDING FIRE RESTRICTIONS**

PURPOSE OF FIRE RESTRICTIONS & EMERGENCY CLOSURES:

The purpose of fire restrictions and closures is to reduce the risk of human-caused fires during unusually high fire danger and/or burning conditions, and for the protection of human life and property. Fire restrictions impose many limitations on the general public, and therefore should be implemented only after all other prevention measures have been taken. These measures may include, but are not limited to, increasing the number of prevention signs, public contacts, media campaigns, and other proactive outreach and public education efforts. Fire restrictions should be only be considered when high to extreme fire danger is predicted to persist. Other considerations are the level of human-caused fire occurrences being experienced, firefighting resources available, potential high-risk occasions (4th of July, etc.), and large fire activity occurring on a unit. Restrictions should not be considered the equivalent of a prevention program.

Fire restrictions and closures are invoked on federal, state, county, and private lands under federal and state laws. Agency Administrators are responsible for coordinating with other agencies including, but not limited to all Federal land management agencies, Colorado State Forest Service, Colorado State Parks, county sheriffs, county offices of emergency management, and local fire departments. Agency Administrators issue appropriate documents and are responsible for enforcing restrictions and closures for those lands on which they have jurisdiction. Restrictions and closure procedures must be uniform across administrative and geographic boundaries. Public information about restrictions must be broad-based, clear, and coordinated.

Annually, the parties to the Annual Operating Plan shall review and validate the restriction and closure procedures and monitor the previous year's use of the procedures to ensure restrictions and closures are implemented consistently. At this time the parties will also evaluate and coordinate fire prevention, education, and outreach efforts. Any changes in agency contacts or administrators will be documented, with the development or amendment of a contact/communications plan. Development and issuance of news releases will be coordinated with all agencies for any implementation or rescission of fire restrictions or area closures.

When the conditions within an area approach threshold levels, appropriate agency personnel make recommendations to Agency Administrators, who in turn should consult with each other and initiate coordinated restrictions/closure procedures. These threshold levels should be determined by all wildland management agencies in the county before the onset of fire season and will become part of the Annual Operating Plan. The planning process for restrictions will include a public awareness campaign, keeping the media and public informed of the possibility of restrictions and/or closures.

Fire restrictions and closures should be planned for the long-term danger and not change at short-term fluctuations in risk, weather, and fire danger/behavior. The agencies will coordinate all public information. It is the responsibility of each Agency Administrator to notify their agency head of local interagency decisions made about fire restriction or area closure implementation and rescission.

INITIATION:

1. When the factors identified in the FIRE RESTRICTION EVALUATION GUIDELINES approach critical levels for an area, begin considering the initiation of a fire restriction. Federal FMOs will contact their representative on the Pueblo Interagency Fire Board (PIFB). County Sheriffs, or designated representative, will contact the CSFS Southeast Zone FMO. PIFB members will then forward this local information (request) to the PIFB Chair. Then, the PIFB Chair will initiate discussion to both implement and rescind fire restrictions within the boundaries of the Pueblo Interagency Dispatch area.

If a Federal entity or County has an emergency need to bypass the Fire Restrictions Operations Plan, they will immediately notify their representative on the Pueblo Interagency Fire Board of the status of fire restrictions occurring and attempt whenever this is done to not impact other jurisdictions lands without prior consultation.

2. Every spring, PIFB members, law enforcement personnel and fire managers will review and validate the Restriction Plan and Orders. Restrictions will be implemented and rescinded by Fire Restriction Area and all agencies within the area will coordinate uniform restriction levels, timing of restrictions, and verifying that the trigger points have been reached.

3. The appropriate PIFB member will coordinate approval of the Orders with all agency administrators. Each agency administrator will be responsible for assuring that appropriate Orders and Restrictions are properly completed and signed. The Orders and Restrictions will be based on the elements for standard orders contained within this plan. Law enforcement personnel will review the Orders each spring.

4. Each Responsible agency will post signs and notifications according to their regulations to inform the public of the restrictions.

5. Once a restriction is in effect, participating agencies will not issue exemptions or waivers to the agreed-upon restrictions except through written individual permits. If written exemptions are given, affected agencies within the fire restriction area will be notified to avoid confusion among law enforcement and fire personnel.

6. Each Responsible agency will inform it's personnel of the restrictions being enacted and discuss changes in their daily routine to compensate for the increased fire danger. Those responsible for public contact (receptionists, etc.) will be provided with a copy of the restrictions and appropriate map.

Each Responsible agency in Pueblo Interagency Dispatch Area will be updated on restriction status as changes occur. The Responsible Agency is responsible for disseminating this information to neighboring agencies.

Early in the season, Information Officers for each Responsible agency will notify the public that they can now find the status of fire restrictions within the Pueblo Interagency Dispatch area by contacting their local County Sheriff office, Forest Service, Park Service, Fish and Wildlife Service, or BLM office. The intent is to better inform the public of fire restrictions throughout southern Colorado when they may be planning activities to areas away from their home. County fire restrictions can be found at <http://www.cofireban.info/>

RESCINDING A RESTRICTION:

Removal of the restrictions will follow the same Procedures outlined above. The majority of Agency Administrators (review Concurrence Group listing for each fire restriction area) and fire personnel must agree that the restriction should be removed (trigger points for rescinding restrictions have been reached) in that fire restriction area. The Agency Restriction Area Information Officer will then prepare a media notification plan to inform the public.

FIRE RESTRICTION EVALUATION GUIDELINES

(ALL FIRE RESTRICTION AREAS)

When weather factors or fire suppression impacts become a concern, the following criteria will be used to determine if a Fire Restriction should be considered by area. Use weather data from weather stations in each Fire Restriction Area to make determination. When more than one station must be evaluated in an area, average the output to arrive at the following criteria:

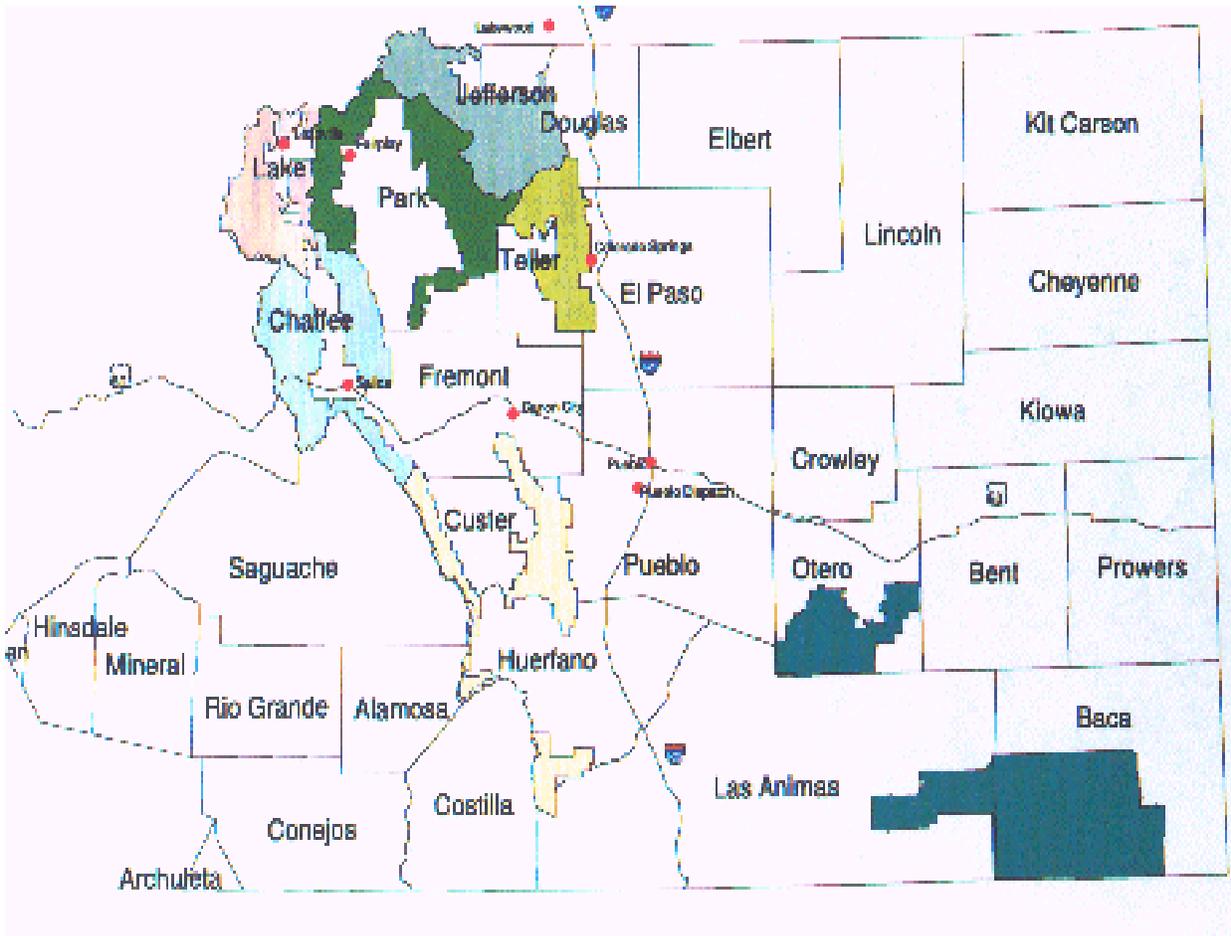
- _____ 1,000 HOUR FUEL MOISTURE CONTENT IS 12% OR LESS.
- _____ 3 DAY MEAN ENERGY RELEASE COMPONENT (ERC) IS AT THE 90TH PERCENTILE OR ABOVE.
- _____ FIRE DANGER RATING ADJECTIVE CLASS IS AT VERY HIGH OR EXTREME.
- _____ FIRES ARE IMPACTING AVAILABLE SUPPRESSION RESOURCES MAKING ADEQUATE INITIAL ATTACK DIFFICULT
- _____ AREA IS RECEIVING A HIGH OCCURRENCE OF HUMAN-CAUSED FIRES OR THE HUMAN CAUSED RISK IS PREDICTED TO INCREASE.
- _____ ADVERSE FIRE WEATHER CONDITIONS AND RISKS ARE PREDICTED TO CONTINUE.
- _____ ZONE FIRE PREPAREDNESS LEVEL OF 4 OR ABOVE

STAGE 1: IF AT LEAST 3 OF THE CONDITIONS ABOVE ARE MET, CONSIDER INITIATING A STAGE I RESTRICTION.

STAGE II : CONSIDER INITIATING A STAGE II RESTRICTION AFTER A STAGE I RESTRICTION HAS BEEN IN EFFECT AND 4 OR MORE OF THE CONDITIONS ABOVE ARE IMPACTED.

STAGE III : CONSIDER INITIATING A STAGE III AREA CLOSURE AFTER A STAGE II RESTRICTION HAS BEEN IN EFFECT AND 5-6 OR MORE OF THE CONDITIONS ABOVE ARE IMPACTED.

PUEBLO INTERAGENCY FIRE RESTRICTIONS AREAS:



CONCURRENCE GROUP: A majority of the following agencies must agree to and authorize the standard fire restrictions prior to initiating or rescinding those restrictions. The *Fire Restriction/Orders Contact list and Process chart* is intended to show the initial points of contact for those occasions where increased coordination is required to implement fire restrictions or closures on a given administrative unit. As an example, the PIFB representative for nonfederal jurisdictions is the CSFS Southeast Zone FMO. The CSFS Southeast Zone FMO is then responsible for contacting the local CSFS District Foresters. The CSFS District Foresters are then responsible to make initial contact with their respective Counties as shown.

FIRE RESTRICTION/ORDERS CONTACT LIST AND PROCESS CHART

| AGENCY | POINT OF CONTACT | >>>> NOTIFICATION PROGRESSION >>>> | |
|---------------|-------------------------|---|--|
| SLVPLC | JIM JAMINET | SLVPLC | |
| BLM | ED SKERJANEC | ROYAL GORGE DISTRICT | |
| USFWS | WILLIAM BRIGGS | ROCKY FLATS NWR | |
| | | TWO PONDS NWR | |
| | | SAN LUIS VALLEY NWR COMPLEX | |
| | | BACA NWR | |
| | | LEADVILLE HATCHERY | |
| NPS | MIKE LEWELLING | SAND DUNES | |
| | | FLORISSANT FOSSIL BEDS | |
| | | BENTS OLD FORT | |
| | | SAND CREEK | |
| USFS | SHANE GREER | PSICC | |
| CSFS | BRENDA WASIELEWSKI | ALAMOSA DISTRICT FORESTER | ALAMOSA CONEJOS COSTILLA SAUACHE MINERAL RIO GRANDE |
| | | CANON CITY DISTRICT FORESTER | CUSTER FREMONT PUEBLO |
| | | FRANKTOWN DISTRICT FORESTER | ARAPAHOE DOUGLAS ELBERT |
| | | GOLDEN DISTRICT FORESTER | JEFFERSON DENVER |
| | | LA JUNTA DISTRICT FORESTER | BACA BENT CHEYENNE CROWLEY OTERO KIOWA PROWERS |
| | | LA VETA DISTRICT FORESTER | HUERFANO LAS ANIMAS |
| | | SALIDA DISTRICT FORESTER | CHAFEE LAKE |
| | | WOODLAND PARK DISTRICT FORESTER | EL PASO PARK TELLER |

In the event that conditions on a given administrative unit require the implementation of fire restrictions either Stage I or Stage II, or an Stage III Area Closure, the following process will be followed for:

- * Review process of the order and news release prior to dissemination
- * Notification to the Pueblo interagency Dispatch Fire Board members
- * Dissemination of the order
- * Dissemination of the Media News Release
- * Contacts with law enforcement on forest
- * Contacts to concessionaires
- * Post to web

REVIEW PROCESS

Once the Order and the News Release are in final draft, they should be reviewed for accuracy before sending them anywhere. This may be most critical step in the process and it can't be overlooked. We all tend to think that our work is accurate, but at times we need several folks to check it over before it goes out in the open

MEDIA NOTIFICATIONS:

Media notification of Fire Restrictions will be the responsibility of the Public Information Officer or his/her designate. This individual will coordinate with Information Officers from the Concurring Agencies listed above, to assure an organized and interagency approach. He/she will also assure that everyone in the Key Contact Group has been notified and receives a copy of the Restriction Orders and a map. Written informational releases that detail the reasons, objectives, locations, and exact restrictions will be prepared. All of the television stations, newspapers, radio stations, etc. in the Area will be notified of the restrictions and a schedule of future informational releases developed. Rescinding Fire Restrictions will follow the same Procedures.

STAGE I, II AND III RESTRICTIONS

There will be three fire restriction Stages: Stage I, Stage II and Stage III. Each Agency in the Fire Restriction Area must write their own Special Order which authorizes the restrictions within their jurisdiction. Each is responsible for using their agencies format and having their Law Enforcement personnel review the Order to assure it is legally correct and enforceable. To reduce confusion and standardize the restrictions, the following criteria will be used in all Orders:

STAGE I:

The following acts are prohibited on the public land, roads, and trails described herein, until further notice:

1. Building, maintaining, attending, or using a fire or campfire except a fire within a permanent constructed fire grate in a developed campground.
2. Smoking, except within an enclosed vehicle or building, a developed recreation site or while stopped in an area at least three feet in diameter that is barren or cleared of all flammable materials.

STAGE II:

The following acts are prohibited on the public land, roads, and trails described herein, until further notice:

1. Building maintaining, attending, or using a fire or campfire.
2. Smoking, except within an enclosed vehicle or building.
3. Operating a chainsaw or motorized equipment for any purpose.
4. Blasting, welding, or other activities which generated flame or flammable material.

STAGE III:

Stage III is a closure. This stage is selected when there is a very high risk to human life or property and the ability to manage those risks using Stage I or Stage II restrictions is no longer viable.

DEFINITIONS

The following definitions should be used as part of, or referenced to, in the Special Orders or Laws that initiate and authorize a Stage I or Stage II Restriction:

CAMPFIRE: A fire, not within any building, mobile home, or living accommodation mounted on a vehicle, which is used for cooking, branding, personal warmth, lighting, ceremonial, or aesthetic purposes. Campfires are open fires, usually built on the ground, from native fuels or charcoal, including charcoal grills. Campfire includes "fire".

RESTRICTIONS: A limitation on a activity or use.

CLOSURE: The closing of an area to entry or use.

STOVE FIRE: A campfire built inside an enclosed stove, grill or portable brazier, including a space heating device.

DEVELOPED RECREATION SITE: An area which has been improved or developed for recreation. A developed recreation site is signed as and agency-owned campground or picnic area and identified on a map as a site developed for that purpose.

DESIGNATED AREA: A geographic area defined by an agency in which specific land use activity is occurring.

PERMIT: A written document issued by an authorized agency representative to specifically authorize an otherwise prohibited act.

CHAINSAW: A saw powered by an internal combustion engine, with cutting teeth linked in an endless chain.

MOTORIZED EQUIPMENT: Any equipment or vehicles propelled by an internal combustion engine.

DESIGNATED ROADS AND TRAILS: Those roads and trails which are identified on maps regularly provided to the public by Land Management agencies.

EXAMPLES OF ORDERS FOLLOWS

STAGE I
ORDER NO 00- 00
ORDER
FIRE AND SMOKING RESTRICTIONS
PIKE AND SAN ISABEL NATIONAL FORESTS
COMANCHE NATIONAL GRASSLAND

Pursuant to **16 U.S.C. 551** and 36 CFR 261.50(a), and (b), 261.52(a) and (d) the following acts are prohibited **on all National Forest System lands administered by the Pike and San Isabel National Forests and Comanche National Grasslands** located within Jefferson, Park, Douglas, Teller, El Paso, Pueblo, Chaffee, Lake, Custer, Fremont, Huerfano, Las Animas, Costilla, Otero and Baca Counties in Colorado (**the "restricted area"**).

PROHIBITIONS:

- (1) Building, maintaining, attending or using a fire, campfire or stove fire. (This prohibition includes, but is not limited to, charcoal grills, hibachis and coal or wood burning stoves (36 CFR 261.52(a)).

EXCEPTIONS: Campfires are allowed in Forest Service developed campgrounds and picnic grounds with in Forest Service provided manufactured or constructed fire grates and grills. Petroleum fueled stoves, lanterns, or heating devices are allowed on all National Forest System lands, provided such devices meet the fire underwriter's specifications for safety.

DEFINITION: Campfire means a fire, not within any building, mobile home or living accommodation mounted on a motor vehicle, which is used for cooking, personal warmth, lighting, ceremonial, or esthetic purposes. Fire includes campfire (36CFR 261.2).

- (2) Smoking, except within an enclosed vehicle or building a developed recreation site, or while stopped in an area at least three (3) feet in diameter that is barren or cleared of all-flammable material. (36 CFR 261.52(d)).

EXEMPTIONS:

Pursuant to 36 CFR 261.50(e), the following persons are exempt from this order:

- (1) Persons with a Forest Service permit specifically authorizing the otherwise prohibited act or omission.
(2) Resident owners and lessees of land and holders of Forest Service recreational use authorizations, within the restricted area are exempt from Prohibition number one (1) above, provided such fires are within a permanent structure.
(3) Any Federal, State, or Local Officer, or member of an organizer rescue or firefighting force in the performance of an official duty.

The purpose of this Order is to protect public health and safety. This Order will be in effect from 0800 MDT on July 13, 2005, until December 31, 2005, or until rescinded, whichever event occurs first. This Order supersedes, replaces and rescinds Order No. 05-04.

Done at Pueblo, Colorado this 12th day of July, 2005.

/s/

Forest Supervisor

Pike/San Isabel National Forests

Cimarron/Comanche National Grasslands

Violation of these prohibitions are punishable by a fine of not more than \$5,000 for an individual or \$10,000 for an organization, or imprisonment for not more than 6 months, or both. (16U.S.C.551 and 18 U.S.C. 3559 and 3571).

SAMPLE STAGE II
ORDER NO. 00-00
FIRE RESTRICTIONS
PIKE AND SAN ISABEL NATIONAL FORESTS
COMANCHE AND CIMARRON NATIONAL GRASSLANDS

Pursuant to 36 CFR 261.50(a), the following acts are prohibited on all National Forest system lands within the Pike and San Isabel National Forests and the Comanche and Cimarron National Grasslands until further notice.

1. Building, maintaining, attending or using a fire, campfire, charcoal grill, coal or wood burning stove (36 CFR 261.52(a)).
2. Smoking, except within an enclosed vehicle or building (36 CFR 261.52(d)).
3. Using an explosive (36 CFR 261.52(b)).
4. Welding, or operating an acetylene or other torch with open flame (36 CFR 261.52(i)).
5. Operation of a chainsaw is only allowed between the hours of 5:00 a.m. to 11:00 a.m. (36 CFR 261.52(h)).

Actions still permitted:

1(a) Use of Petroleum-fueled stoves, lanterns, or heating devices, providing such devices meet the underwriter's specifications for safety

Pursuant to 36 CFR 261.50(e) the following persons are exempt from this order:

1. Holders of a Recreation Residence Permit located within the restricted area are exempt from Number #1 above, provided such fires are within an enclosed structure.
2. Persons with a permit specifically authorizing the otherwise prohibited act or omission.
3. Any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.

This order is in effect beginning 12:00 AM, May 17, 2004, and until rescinded.
Done in Pueblo Colorado this 15th day of May 2004.

Forest Supervisor
Pike/San Isabel National Forests Comanche/Cimarron National Grasslands

Violations of these prohibitions are punishable by a fine of not more than \$5,000 for an individual or \$10,000 for an organization, or imprisonment for not more than 6 months, or both. (16 U.S.C. 551 and 18 U.S.C. 3559 and 3571).

* * * * * END OF OPERATIONS PLAN * * * * *

Attachment N:

**Fire Department
Contacts**

ATTACHMENT N

ARAPAHOE COUNTY FIRE PROTECTION AGENCIES AND CONTACTS

| Aurora Fire Department | | 15151 E. Alameda Parkway Aurora, CO 80012 | | 303-326-8999 303-326-8986 fax |
|-------------------------------|--------------|--|-------|--|
| Contact Name | Phone | Cell Phone | Pager | E-mail |
| Ops Chief John Scott | 303-326-8980 | | | jscott@auroragov.org |
| Battalion Chief Mark Turley | 303-693-8378 | | | mturley@auroragov.org |
| Aurora Fire Dispatch | 303-627-3130 | | | |

| Aurora Water (Aurora OEM) | | 15151 E. Alameda Parkway Aurora, CO 80012 | | 303-326-8999 303-326-8986 fax |
|----------------------------------|--------------|--|-------|----------------------------------|
| Contact Name | Phone | Cell Phone | Pager | E-mail |
| Matt Chapman | 303-326-8963 | | | mchapman@auroragov.org |
| Aurora Fire Dispatch | 303-627-3130 | | | |

| Bennett Fire Protection District | | 321 Shari's Court Bennett, CO 80102 | | 303-644-3572 303-000-000 fax |
|---|--------------|--|-------|--|
| Contact Name | Phone | Cell Phone | Pager | E-mail |
| Chief Earl Cumley | 303-644-3572 | | | earlcumley@bennettfirerescue.org |
| Asst. Chief Steve Ceresa | 303-644-3572 | | | |
| MetCom | 720-258-8911 | | | |

| Byers Fire Protection District | | P.O. Box 85 101 North Main St. Byers, CO 80103 | | 303-822-9712 |
|---------------------------------------|--------------|--|-------|--|
| Contact Name | Phone | Cell Phone | Pager | E-mail |
| Mike Disher | 303-822-5246 | | N/A | mike.disher@byersfirerescue.org |
| MetCom | 720-258-8911 | N/A | N/A | N/A |

| Cunningham Fire Protection District | | 2105 S. Dayton St. Denver, CO 80231-3468 | | 303-755-9202 303 752-1857 fax |
|--|-----------------------|---|-------|--|
| Contact Name | Phone | Cell Phone | Pager | E-mail |
| Chief Ira J. Rhodes | 303-755-9202 x1107 | | | irhodes@cfpd.org |
| Div Admin Chief Dave Markham | 303-755-9202 x1101 | | | dmarkham@cfpd.org |
| Div Ops Chief Tom Chavez | 303-755-9202 x1110 | | | tchavez@cfpd.org |
| Littleton Communications | 303-794-1555 | | | N/A |

Deer Trail Rural Fire Protection District P.O. Box 257 303-769-4748
 488 First Avenue
 Deer Trail, CO 80105-0257

| Contact Name | Phone | Cell Phone | Pager | E-mail |
|--------------------------|--------------|------------|-------|--|
| Chief Rich Loveless | 303-769-4554 | | | rcloveless5@netecin.net |
| Asst. Chris Garner | 303-579-0739 | | | garner@netecin.net |
| Emergency Line | 303-769-4567 | | | |
| Arapahoe County Dispatch | 303-795-4711 | | | |

Englewood Fire, Serviced by Denver Fire

| Contact Name | Phone | Cell Phone | Pager | E-mail |
|---------------------------|--------------|------------|-------|--|
| Fire Marshal Laura Heblan | 303-762-2365 | | | lherblan@englewoodgov.org |
| Denver Fire | 720-913-2400 | | | denfb@denvergov.org |

Littleton Fire Protection District 2255 W. Berry Ave. 303-794-1555
 Littleton, Co 80165 303-795-3929 fax

| Contact Name | Phone | Cell Phone | Pager | E-mail |
|---|--------------|------------|-------|--|
| Chief Christopher Armstrong | 303-795-3800 | | | carmstrong@littletongov.org |
| Ops Div Chief Jay Ruoff | 303-795-3832 | | | jruoff@littletongov.org |
| Wildland Fire Team Leader Brian Delasantos | 303-795-3957 | | | bdelasantos@littletongov.org |
| Littleton Communications Doug Terry | 303-794-1555 | | | dterry@littletongov.org |

Sable-Altura Fire Protection District 26900 E. Colfax Ave #52 303-364-7187
 Aurora, CO 80018 303-360-8637 fax

| Contact Name | Phone | Cell Phone | Pager | E-mail |
|---------------------|--------------|------------|-------|--|
| Chief Matt Hilinski | 303-364-7187 | | | hilinski.matt@sablealturafire.org |
| Capt. Rich Solomon | 303-364-7187 | | | solomon.rich@sablealturafire.org |
| MetCom | 720-258-8911 | | | |

South Metro Fire Rescue 9195 East Mineral Ave. 720-488-7200
 Centennial, CO 80112 720-488-7299

| Contact Name | Phone | Cell Phone | Pager | E-mail |
|--|--------------|------------|-------|--|
| Chief Bob Baker | 720-989-2291 | | | bob.baker@southmetro.org |
| Captain Ted Christopoulos (Wildland Fire Program Coord.) | 720-989-2000 | | | ted.christopoulos@southmetro.org |
| MetCom | 720-258-8911 | | | |

Strasburg Fire Department 56281 E. Colfax 303--622-4444
 Strasburg, CO 80136 303-622-9511 fax

| Contact Name | Phone | Cell Phone | Pager | E-mail |
|-------------------|--------------|------------|-------|--|
| Chief T.D. McCall | 720-775-8515 | | | TMCCALL@SVFD8.ORG |
| MetCom | 720-258-8911 | | | |

Attachment O:

CRS

Attachment O

Colorado Revised Statutes

The following Colorado Revised Statutes are referenced or have bearing upon the Annual Fire Operating Plan:

23-31-301. Legislative declaration

(1) The general assembly hereby finds that:

(a) The management of Colorado's state-owned forested land has far-reaching impacts on overall forest condition, risk of wildfire, water quantity and quality, and wildlife habitat;

(b) The unnatural condition of many forests throughout the state leaves them at great risk to catastrophic fires, invasion by exotic and native pest species, and other types of damage on a landscape scale;

(c) As a result of the 2002 wildfire season, the worst in Colorado's recorded history, in which two thousand twelve fires consumed over half a million acres of forested land:

(I) Local, state, and federal agencies incurred one hundred fifty-two million dollars in suppression costs and at least fifty million dollars to date in rehabilitation costs on United States forest service land alone; and

(II) Eighty-one thousand four hundred thirty-five residents had to be evacuated from their homes;

(d) Excessive runoff and soil erosion that occurs following wildfires poses a substantial threat to water quantity and quality in areas dependent on forest watersheds, including water supplies and wildlife;

(e) Since 1937, United States forest service scientists have been studying the relationship between forests and water yields in the Fraser experimental forest in western Colorado and have found that unnaturally overgrown stands reduce water yields and that carefully applied natural forest management practices can conserve a more natural water yield;

(f) Decades of scientific research have built a foundation of knowledge and technologies to inform and implement sound forest management and conservation;

(g) Robust, resilient forest conditions that sustain diverse forest stages are essential for productive habitat, healthy populations of wildlife, and improved water quality and quantity for Colorado's fisheries;

(h) Sound forest management activities, such as thinning, prescribed burning, and insect and disease treatments, improve the overall diversity and vigor of forested landscapes as well as the

condition of related water, wildlife, recreation, and aesthetic resources;

(i) The Colorado state forest service has worked cooperatively and successfully with the division of parks and wildlife and the state board of land commissioners to improve the condition of forested land and wildlife habitat in selected project areas;

(i.5) These goals will be further advanced through the coordination of efforts to create community-based solutions to restore Colorado forest ecosystems, promote forest industries, and stimulate rural economies through the generation of clean energy from forest biomass;

(j) The executive director of the department of natural resources is authorized to enter into an agreement with the board of governors of the Colorado state university system to work cooperatively with the Colorado state forest service and to provide staff for the division of forestry to carry out its mission of improving the health and sustainability of Colorado's forested state land.

(2) (a) The general assembly hereby declares that it is the public policy of this state to encourage the health of forest ecosystems through responsible management of the forest land of the state and through coordination with the United States secretary of the interior and the United States secretary of agriculture to develop management plans for federal lands within the state of Colorado pursuant to 16 U.S.C. sec. 530, 16 U.S.C. sec. 1604, and 43 U.S.C. sec. 1712, including the following: The use of prescribed and natural ignition fires and other pre-suppression activities, such as the harvest and profitable utilization of materials, in order to preserve forest and other natural resources; enhance the growth and maintenance of forests; conserve forest cover on watersheds; protect recreational, wildlife, and other values; promote stability of forest-using industries; and prevent loss of life and damage to property from wildfires and other conflagrations.

(b) In addition to any other powers and duties conferred upon the Colorado state forest service by law, the Colorado state forest service may:

(I) Value forest materials on state lands using lowest market value as an incentive to maximize the utilization of these products; and

(II) Collaborate with the United States forest service and the bureau of land management to contract for a reliable source of feedstock consistent with Colorado communities' plans for utilization of forest biomass described in section 23-31-312 (3.5).

24-33.5-1219 C.R.S. Wildland fires – duty of sheriff to report

It is the duty of the sheriffs of the various counties of the state to report as soon as practicable the occurrence of any fire in any forest in the state, either on private or public lands, to the division or its authorized agent, and, upon receiving notice from any source of a fire in any forest, it is the duty of the agent of the division to aid and assist in controlling or extinguishing the same, if necessary.

24-33.5-1222 C.R.S. Cooperation by counties.

The boards of county commissioners may, in their discretion, cooperate and coordinate with the governing bodies of organized fire districts, fire departments, and municipal corporations; with private parties; with other counties; with the director; with the United States secretary of the interior; with the United States secretary of agriculture; and with an agency of the United States government in the management and prevention of forest fires. Such boards of county commissioners are authorized to participate in the organization and training of rural fire-fighting groups, in the payment for the operation and maintenance of fire-fighting equipment, and in sharing the cost of managing fires.

24-33.5-1226. Wildfire Emergency Response Fund – creation.

- (1) (a) There is hereby created in the state treasury the wildfire emergency response fund, which fund shall be administered by the division. The division is authorized to seek and accept gifts, grants, reimbursements, or donations from private or public sources for the purposes of this section. The fund consists of all moneys that may be appropriated thereto by the general assembly, any moneys transferred to the fund by the state treasurer pursuant to section 24-33.5-706 (4.5) or transferred pursuant to section 10-3-209 (4), C.R.S., and all private and public funds received through gifts, grants, reimbursements, or donations that are transmitted to the state treasurer and credited to the fund. All interest earned from the investment of moneys in the fund shall be credited to the fund. The moneys in the fund are hereby continuously appropriated for the purposes indicated in this section. Any moneys not expended at the end of the fiscal year remain in the fund and do not transfer or revert to the general fund.
 - (b) The general assembly finds that the implementation of this section does not rely on the receipt of adequate funding through gifts, grants, or donations. Therefore, the notice requirements specified in section 24-75-1303 (3) are inapplicable to the wildfire emergency response fund.
- (2) At a minimum, the division shall use the moneys in the wildfire emergency response fund to provide funding or reimbursement for:
 - (a) The first aerial tanker flight or the first hour of a firefighting helicopter operating on a wildfire at the request of any county sheriff, municipal fire department, or fire protection district; and
 - (b) The employment of wildfire hand crews to fight a wildfire for the first two days of a wildfire at the request of any county sheriff, municipal fire department, or fire protection district, with a preference for the use of wildfire hand crews from the inmate disaster relief program created in section 17-24-124, C.R.S.
- (3) On an annual basis, the governor may authorize the division to increase the use of the wildfire emergency response fund to provide funding or reimbursement for additional aerial

tanker flights or additional usage of wildfire hand crews to fight a wildfire. The director shall include a request for such authorization in, and in accordance with, the annual wildfire preparedness plan recommendations developed pursuant to section 24-33.5-1227 (2).

- (4) Nothing in this section precludes or prevents the governor, in his or her discretion, from authorizing additional increases or decreasing the use of the wildfire emergency response fund if the actual wildfire situation is more or less severe than anticipated at the time the wildfire preparedness plan required under section 24-33.5-1227 (2) was prepared.

30-10-512 C.R.S Sheriff to act as fire warden

Subject to the provisions of the community wildfire protection plan prepared by the county in accordance with section 30-15-401.7, the sheriff of every county, in addition to other duties, shall act as fire warden of his or her respective county and is responsible for the coordination of fire suppression efforts in case of prairie, forest, or wildland fires or wildfires occurring in the unincorporated area of the county outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control or extinguish.

30-10-513 C.R.S Duties of sheriff –coordination of fire suppression efforts for forest, prairie, or wildland fire – expenses

(1) (a) Subject to the provisions of the community wildfire protection plan prepared by the county in accordance with section 30-15-401.7, it is the duty of the sheriff to assume the responsibility for coordinating fire suppression efforts in case of any prairie, forest, or wildland fire or wildfire occurring in the unincorporated area of the county outside the boundaries of a fire protection district or that exceed the capabilities of the fire protection district to control or extinguish.

(b) In the case of a prairie, forest, or wildland fire occurring within the boundaries of one or more fire protection districts that does not exceed the capabilities of the fire protection district to control or extinguish, the sheriff may assist the chief of the fire protection district in controlling or extinguishing such fire, and, in connection with such assistance, the sheriff may solicit such additional assistance from such persons as the sheriff and the fire chief deem necessary. The sheriff may assume command of such incidents with the concurrence of the fire chief.

(c) In the case of a prairie, forest, or wildland fire that exceeds the capabilities of the fire protection district to control or extinguish and that requires mutual aid and outside resources, the sheriff shall appoint a local incident management team to provide the command and control infrastructure required to manage the fire. The sheriff shall assume financial responsibility for fire fighting efforts on behalf of the county and the authority for the ordering and monitoring of resources.

(d) When a wildfire exceeds the capability of the county to control or extinguish, the sheriff shall be responsible for seeking the assistance of the state by requesting assistance from the division of fire prevention and control in the department of public safety. The sheriff and the director of the

division of fire prevention and control shall enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a unified command structure.

(2) The director of the division of fire prevention and control may assume any duty or responsibility given to the sheriff under this section with the concurrence of the sheriff.

(3) The board of county commissioners of any county may allow the sheriff, undersheriffs, deputies, municipal or county fire departments, fire protection districts, fire authorities, and such other persons as may be called upon to assist in controlling or extinguishing a prairie, forest, or wildland fire such compensation and reimbursement for other expenses necessarily incurred as the board deems just.

(4) The board of county commissioners of any county in the state may make such appropriation as it may deem proper for the purpose of controlling fires in its county. The board of county commissioners is authorized to levy a special tax subject to approval of the voters upon every dollar of valuation of assessment of the taxable property within the county for the purpose of creating a fund that shall be appropriated, after consultation with representatives of fire departments, fire protection districts, and fire authorities in the county, to prevent, control, or extinguish such fires anywhere in the county and to fix the rate of levy.

30-10-513.5 C.R.S Authority of sheriff relating to fires within unincorporated areas of county-liability for expenses

(1) (a) The sheriff of any county may request assistance from a fire protection district or municipality in controlling or extinguishing a fire occurring on private property if, in the judgment of such sheriff, the fire constitutes a danger to the health and safety of the public or a risk of serious damage to property. Except as provided in subsection (3) of this section, any fire protection district or municipality assisting in controlling or extinguishing such fire is entitled to reimbursement from the property owner on whose property the fire occurred or from the party responsible for the occurrence of such fire for the reasonable and documented costs resulting from such assistance. The fire protection district or municipality may recover the costs incurred in a civil action against the property owner or the responsible party or may, by resolution of its board or governing body adopted at a public hearing after notice to the affected parties, certify to the county treasurer the amount of any costs incurred that remains uncollected after diligent effort for a period greater than one hundred eighty days. Such certification is subject to the appeal process and all other remedies, if any, provided in the "State Administrative Procedure Act", article 4 of title 24, C.R.S. If the fire protection district or municipality prevails, the amount certified shall be collected by the treasurer in the same manner as taxes are authorized to be collected pursuant to section 39-10-107, C.R.S. To defray the costs of collection, the treasurer shall be authorized to charge an amount equal to ten percent of the amount collected.

(b) For purposes of this subsection (1), "fire occurring on private property" means:

(I) A fire occurring on property not located within a fire protection district or municipality providing fire protection services.

(II) (Deleted by amendment, L. 93, p. 1253, § 1, effective July 1, 1993.)

(2) (a) An owner of private property who has contracted with a fire protection district for fire protection services shall advise the sheriff of such contract and any fire protection districts with which such district has mutual aid agreements. In the event that a fire occurs on such property, the sheriff shall make a reasonable attempt to secure the services from such district. If the district does not respond, he shall make a reasonable attempt to secure such services from any of the districts with which such district has mutual aid agreements. If services cannot be secured, the sheriff, in his discretion, may attempt to secure fire protection services from any other district or municipality, and, if services are provided, the owner of the property or the party responsible for the fire shall be liable for the costs incurred by such district or municipality. Such costs may be assessed and collected in the manner provided in subsection (1) of this section.

(b) No sheriff shall be held liable for failure to secure fire protection services as required by paragraph (a) of this subsection (2) unless the failure was due to willful misconduct, gross negligence, or bad faith.

(3) Any property owner who desires to conduct a controlled burn of a structure or building located on such property shall notify the county sheriff of the date when such controlled burn will be conducted. Any property owner providing such notification shall not be liable for any costs under this section resulting from the response by a fire protection district or municipality to such controlled burn due to any person informing or warning such district or municipality of the fire arising from such burn.

30-11-107 C.R.S Powers of the board (As applicable to wildland fire)

(1) (o) To cooperate with other counties and with the state forester in the organization and training of rural fire fighting groups, payment for the operation and maintenance of the fire fighting equipment and in sharing the costs of suppressing fires;

30-11-124 C.R.S. Fire planning authority

(1) The board of county commissioners of each county in the state, subject to the requirements of section 25-7-123, C.R.S., may prepare, adopt and implement a county fire management plan that details individual county policies on fire management for prescribed burns, fuels management, or natural ignition burns on lands owned by the state or county. Such plans shall be developed in coordination with the county sheriff, the Colorado state forest service, and appropriate state and local governmental entities. All interested parties shall have the opportunity to comment on the plan prior to its adoption and implementation.

(2) County fire management plans created pursuant to subsection (1) of this section shall:

(a) Clearly define appropriate responses in order to mitigate immediate threats to public safety; and

(b) Set forth the conditions under which prescribed or natural ignition fires shall be managed.

(3) Any county that adopts and adheres to a county fire management plan shall be accorded liability protection pursuant to article 10 of title 24, C.R.S.

(4) Federal government agencies, subject to the provisions of sections 25-7-106 (7) and (8) and 25-7-114.7 (2) (a) (III), C.R.S., and private landowners may enter into memoranda of understanding with the board of county commissioners to include public or private lands that are within the boundaries of the county under the county fire management plan. Counties may purchase an indemnification insurance policy and private landowners who enter into memoranda of understanding with the board shall have the opportunity to opt into such policy.

(5) Nothing in the section shall infringe upon or otherwise affect the ability of agricultural producers to conduct burning on their property.

30-15-401 C.R.S. General regulations (As applicable to wildland fire)

(1) In addition to those powers granted by sections 30-11-101 and 30-11-107 and by parts 1, 2, and 3 of this article, the board of county commissioners has the power to adopt ordinances for control or licensing of those matters of purely local concern which are described in the following enumerated power:

(I) (n.5) To ban open fires to a degree and in a manner that the board of county commissioners deems necessary to reduce the danger of wildfires within those portions of the unincorporated areas of the county where the danger of forest or grass fires is found to be high, based on competent evidence. The ban on open fires in accordance with the requirements of this paragraph (n.5) may include a prohibition on the sale of fire works within those portions of the unincorporated areas of the county where the danger of forest or grass fires has been found to be high based on competent evidence.

32-1-1002. Fire protection districts - additional powers and duties

(3) (a) The chief of the fire department in each fire protection district in the state of Colorado, by virtue of such office so held by him or her, shall have authority over the supervision of all fires within the district; except that responsibility for coordinating fire suppression efforts in case of any prairie, forest, or wildland fire that exceeds the capabilities of the district to control or extinguish shall be transferred to the county sheriff in accordance with section 30-10-513, C.R.S., subject to the duties and obligations imposed by this subsection (3) and subject to the provisions of the community wildfire protection plan prepared by the county in accordance with section 30-15-401.7, C.R.S. The chief shall be vested with such other express authority as is contained in this subsection (3), including commanding the fire department of such district.

Attachment P:

ESF #4

**Firefighting
Emergency Support Function #4
State Emergency Operations Plan**

LEAD AGENCY: Division of Fire Prevention and Control

SUPPORTING AGENCIES: Colorado State Patrol, Department of Military and Veterans Affairs,
Department of Transportation

I. PURPOSE

To provide procedures for the mobilization and coordination of firefighting personnel, equipment, and supplies in support of local governments in the event of a wildfire, urban conflagration, other firefighting - related emergency, significant natural disaster, or other events requiring firefighting response within the state that exceed the capabilities of local resources to manage.

II. SCOPE

To describe the general actions of the Division of Fire Prevention and Control and other supporting agencies in response to emergencies exceeding the capabilities of local resources to manage.

III. SITUATION

- A. Under the best of circumstances, the management of a large firefighting operation is complex, often involving hundreds of people and several different agencies and local jurisdictions. Fires resulting from or independent of, but coincident with, a catastrophic event will place extraordinary demands on available resources and logistics support systems.
- B. A major emergency or disaster may cause conditions that place persons in life - threatening situations requiring prompt rescue and medical care. Rescue personnel can encounter extensive damage to structures, which require search and rescue expertise not readily available at the local level.
- C. The potential for damage from fires in urban areas is especially high during and after a major disaster or terrorism events. Numerous fires have the potential to spread rapidly causing extensive damage threatening life and property. Normally available firefighting resources may be difficult to obtain and utilize because of massive disruptions of communications, transportation, utility and water systems.
- D. Local fire departments will be one of the primary response agencies in most terrorist events (conventional, chemical and radiological). They may also provide important support roles during response to and recovery from a bioterrorism event.

IV. PLANNING ASSUMPTIONS

- A. Major fires and other emergencies that exceed local capabilities will occur.
- B. Responders may face added difficulties or hindrances after a disaster because of extensive damage to the local infrastructure. Such damage may then create environmental safety and health hazards such as downed power lines, unstable foundations or structures, exposure to biohazards, toxins, and bloodborne pathogens.

- C. Terrorism events may result in major structural fires, structural collapse, mass casualties, and the need for mass decontamination.
- D. Access to damaged areas will be restricted.
- E. Successful operations require organized, interagency cooperation at all levels of government.
- F. Agencies will commonly support large fire suppression operations, including the National Guard, and U.S. Forest Service, will receive urgent requests from non- fire related agencies for personnel, equipment, and supplies. Many of the resources commonly available for use in fighting large wildfires may be scarce or unavailable.
- G. Wildland firefighting forces may be diverted to assist in the control of fires in urban areas because of more urgent threats to life, property, and the environment and due to shortages of urban firefighters required to respond to other types of emergencies.
- H. Efficient and effective mutual aid among the various local jurisdictions, State, and Federal fire agencies requires the use of the ICS together with compatible firefighting equipment and communications.

V. CONCEPT OF OPERATIONS

- A. The Colorado Resource Mobilization Plan specifies procedures for the mobilization and coordination of fire and rescue services statewide to respond to any type of emergency requiring additional resources.
- B. Cities, towns, counties, fire protection districts, and other fire protection organizations are responsible for requesting state support through the appropriate county emergency management agency when an incident exceeds local capabilities.
- C. Additional assistance may be provided by other State agencies, private companies, and cooperating industries. Based on known or projected threats, imminent hazards or predicted disasters requiring additional resources, ESF #4 may mobilize resources and stage them at designated locations in a condition to respond if assistance is requested.
- D. Ordering and tracking of resources is accomplished through activation of the State Emergency Operations Center's resource database function.
- E. Emergency Management Assistance Compact (EMAC) requests will be processed, in cooperation with the Office of Emergency Management (OEM).
- F. Resources may be pre - positioned, if it becomes apparent they will be required.

VI. ESF ACTIONS

In preparation for and execution of its fire protection mission, ESF #4 will:

- A. Preparedness

1. Coordinate with the Colorado State Fire Chiefs on the organization and training of fire service emergency teams to rapidly respond to requests for assistance.
2. Coordinate with the Colorado State Fire Chiefs on the training of fire chiefs in utilizing the Colorado Resource Mobilization Plan.
3. Participate in State exercises and conduct, an annual ESF #4 exercise to validate the Colorado Emergency Resource Mobilization Plan.
4. Implement alert and pre - activation procedures as necessary.

B. Response

1. Support County Sheriff's and local fire departments with appropriate resources to include mobilizing and deploying Incident Management Teams and firefighting resources as needed. State and other local resources from outside the disaster area are committed through coordination with ESF 7 and other agencies for the implementation of the Colorado Resource Mobilization Plan and/or the National Interagency Dispatch Center (as appropriate).
2. Identify and dispatch appropriate emergency resources through the applicable resource database(s).
3. Provide overhead support to the SEOC through the Division of Fire Prevention and Control and the Colorado State Fire Chiefs.
4. Coordinate with all other ESFs to support firefighting operations, when indicated.
5. Using the Incident Command System provide support to the incident as necessary.
6. Conduct Fire Complexity Analysis to determine if the fire qualifies for the Emergency Fire Fund (EFF) and/or the Fire Management Assistance Grant (FMAG).
7. Plan for and establish relief resources to replace or rotate with committed resources for extended operations.
8. Obtain and submit situation and damage assessment reports and provide information to the SEOC.
9. Participate in the Rocky Mountain Area Multiagency Coordination Center (RMACC) to coordinate fire service response beyond the State's capability.
10. Coordinate with the Office of Emergency Management to access resources through the EMAC, FEMA, and other interstate and Federal entities for response beyond the State's capability.
11. Request supporting agencies maintain appropriate records of costs incurred during an event.
12. Request supporting agencies document any lost or damaged equipment and personnel or equipment accidents.

C. Recovery

1. Maintain adequate resources to support local operations and plan for a reduction of resources.
2. Upon request, ESF #4 will provide firefighting resources for recovery efforts.
3. Conduct reviews of incident actions with teams involved to improve future operations.
4. Inform agencies providing resources where to send records. The specific recovery actions following an emergency or disaster will be determined by the event.

VII. RESPONSIBILITIES

A. Division of Fire Prevention and Control

1. Identify, train, and provide Division of Fire Prevention and Control personnel to staff ESF #4 in the SEOC.
2. Task personnel to accomplish support responsibilities.

3. Provide assistance to local jurisdictional fire organizations, County Sheriffs and Federal agencies as requested.
4. Notify all ESF #4 supporting agencies upon activation.
5. Coordinate with the Colorado State Fire Chiefs on the organization and training of fire service emergency teams. Alert, activate, and employ these firefighting teams to requests for assistance.
7. Monitor status of all fire service operations and provide updates to SEOC.
8. Arrange for direct liaison between fire chiefs and incident to coordinate requests for firefighting assistance in structural or industrial fire protection operations.
9. Document and report emergency disaster - related expenditures to qualify for state or federal reimbursement.
10. Contribute to the incident after action report.

B. Colorado State Patrol

Provide aircraft for wildfire reconnaissance, as needed.

C. Colorado State Fire Chiefs

1. Have a liaison(s) assigned to the SEOC to represent local jurisdictions to coordinate additional staffing and resource needs, provide expertise and incident management support.
2. Identify, train, and assign personnel to maintain contact with and prepare to execute missions in support of ESF #4 during periods of activation.
3. Assist the Division of Fire Prevention and Control to alert, activate, and deploy fire department assets to requests for assistance.
4. Contribute to the incident after - action report.

D. Department of Military and Veterans Affairs

1. Coordinate with OEM and Governor's Office in the requesting, procurement and assigning of National Guard resources during a declared disaster.
2. DMVA may be requested to put Civil Air Patrol (CAP) on alert and requested to deploy CAP resources in support of search and rescue / air reconnaissance of incident site.

E. Department of Transportation

1. Identify, train, and assign CDOT personnel to maintain contact with and prepare to execute missions in support of ESF #4 during periods of activation.
2. Maintain inventories of DOT assets that may be utilized to support fire service operations.
3. Provide equipment, fuel, personnel, shop service, and transportation assets to support fire service operations.
4. Contribute to the incident after action report.

Attachment Q:

Colorado AOP

2015 COLORADO STATEWIDE WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN

BETWEEN THE

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT – COLORADO

and

NATIONAL PARK SERVICE – INTERMOUNTAIN REGION

and

BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION

and

UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION

and

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE – ROCKY MOUNTAIN REGION

(USFS Agreement Number 11-FI-11020000-017)

and

STATE OF COLORADO

DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL

COLORADO STATE UNIVERSITY COLORADO STATE FOREST SERVICE

Calendar Year 2015 Colorado Statewide Wildland Fire Management Annual Operating Plan.

Table of Contents

| | |
|--|----|
| PREAMBLE | 5 |
| PURPOSE..... | 5 |
| RECITALS | 5 |
| INTERAGENCY COOPERATION..... | 5 |
| Jurisdictional Roles..... | 6 |
| Interagency Zone Dispatch Centers | 8 |
| Interagency Resources | 8 |
| Standards/Qualifications | 8 |
| PREPAREDNESS | 9 |
| Protection Planning..... | 9 |
| Protection Areas and Boundaries..... | 9 |
| Methods of Fire Protection and Suppression..... | 9 |
| Public Use Restrictions | 9 |
| Burning Permits/Smoke Permits..... | 10 |
| Prescribed Fire (Planned Ignitions) and Fuels Management | 10 |
| OPERATIONS..... | 10 |
| Fire Notifications | 10 |
| Boundary Line Fires | 10 |
| Structure Protection | 11 |
| Personal Protective Equipment (PPE)..... | 11 |
| Response to Wildland Fire..... | 11 |
| Decision Support System..... | 12 |
| Special Management Considerations | 12 |
| Delegation of Authority | 12 |
| Preservation of Evidence and Cause Determination..... | 12 |
| USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES | 13 |
| Cost Share Agreements..... | 13 |
| Training..... | 14 |
| Communications Systems | 14 |
| Fire Weather Systems | 14 |
| Planned Ignitions | 14 |

| | |
|--|----|
| Unplanned Ignitions..... | 15 |
| Aviation Operations..... | 15 |
| Billing Procedures..... | 16 |
| Cost Recovery..... | 16 |
| GENERAL PROVISIONS | 17 |
| Modification..... | 17 |
| Annual Review | 17 |
| Duration of Plan..... | 17 |
| Authorized Representatives | 17 |
| Execution..... | 17 |
| SIGNATURES..... | 18 |
| Signatures of Authorized Agency Representatives | 18 |
| EXHIBITS..... | 19 |
| Exhibit A - Billing Procedures for Reimbursable Billings and Payments..... | 19 |
| Exhibit B - Aviation Guides | 26 |
| Exhibit C – Supplemental Fire Department Resources | 28 |
| Exhibit D – Supplemental Project Plan Template | 30 |
| Exhibit E – Cost Share Agreement Template/Example..... | 32 |
| Exhibit F – Use and Reimbursement for Stafford Act Shared Resources | 38 |
| Exhibit G – State Emergency Operations Plan (Wildfire)..... | 42 |
| Exhibit H – Documents Required for Money Transfer..... | 49 |

2015 COLORADO STATEWIDE WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN

PREAMBLE

This annual operating plan is prepared pursuant to the Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement (Statewide Agreement) for the State of Colorado signed and dated June 1, 2011.

PURPOSE

This Statewide Wildland Fire Management Annual Operating Plan (SAOP) is applicable to all signatory parties (Colorado Division of Fire Prevention and Control, Colorado State Forest Service, USDA Forest Service Rocky Mountain Region, USDI Colorado Bureau of Land Management, Bureau of Indian Affairs Southwest Region, National Park Service Intermountain Region, and Fish and Wildlife Service Mountain Prairie Region) within the State of Colorado. It addresses how signatories will implement the Statewide Agreement. Local level Annual Operating Plans with Counties and/or Fire Protection Districts (County AOP) will tier to the Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response agreement for the parties listed above and to further define local level issues. This SAOP is not intended to force or suggest that any signatory operate outside their statutory authorities, policies, mission, or business practices. It will identify common approaches in wildland fire management and also agency specific approaches.

RECITALS

National Response Framework activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessments information will be transmitted through established fire suppression intelligence channels.

Jurisdictional agencies are responsible for all planning documents (i.e., land use, resource and fire management plans and decision support documents) for a unit's wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams.

INTERAGENCY COOPERATION

Agencies party to this plan will operate under the concepts defined in the Department of Homeland Security's National Incident Management System (NIMS) and National Wildfire Coordinating Group (NWCG) guidance.

Jurisdictional Roles

The agency having jurisdiction has overall responsibility for that incident; multi-jurisdictional incidents will result in shared responsibilities.

It is intended that all agencies/jurisdictions that manage, or are threatened by, an extended attack wildfire should participate in the development and approval of a strategic decision document for management of the incident. Agencies/jurisdictions will provide an agency administrator or representative to participate in the development of the incident objectives, strategies, and delegations of authority. The representative will have the authority to make decisions regarding financial obligations, resource ordering and management objectives. Agreements will be developed to clarify jurisdictional relationships and define roles and responsibilities among local, state, tribal, and federal fire protection entities, based on each entity's enabling protection authorities and assistance/mutual aid responsibilities.

Colorado Division of Fire Prevention and Control (DFPC) – By statute, Fire Protection Districts and County Sheriffs are responsible for wildfire suppression; i.e., the protecting/jurisdictional agencies. DFPC is designated the lead Colorado state agency for wildfires and DFPC's role in wildfire incidents that meet specific Emergency Fire Fund (EFF) criteria and/or are declared state responsibility fires is defined in the Colorado State Emergency Operations Plan. Furthermore, DFPC provides the framework and structure that allows fire departments and counties to participate in cross-boundary interagency wildfire response through a cooperative agreement with the Colorado counties. DFPC provides technical assistance to all counties and local fire protection districts upon request. At the request of a County Sheriff (or representative) and upon mutual agreement with the DFPC Director (or representative), DFPC may assume charge of wildfires that exceed the County's resources or management ability. By statute, DFPC may cooperate and assist any federal agency in wildland fire management.

Colorado State Forest Service (CSFS) – The mission of the CSFS is to achieve stewardship of Colorado's diverse forest environments for the benefit of present and future generations. By statute, CSFS provides forest management, research, education and outreach including those programs related to fire ecology, fuels mitigation, community wildfire protection plans, defensible space, FireWise, and forest risk assessments. CSFS continues to be the lead forest management agency for the State of Colorado and is fully accessible to agencies, organizations and landowners where integration and application of forestry knowledge, skills and experience add value. Partnering with federal agencies on projects beneficial to the federal agency and CSFS can be accomplished through Project and Financial Plans as described in the Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement, or through other specific agreements, MOUs, or contracts within the authorities of the participating agencies.

United States Department of Agriculture - Forest Service (USFS) - The USFS is responsible for all management activities on National Forest and Grasslands. For this SAOP, the primary role of the USFS is wildland fire management, where the protection of human life is the overriding priority. Setting subsequent priorities will be based on the values to be protected, human health and safety, and the cost of protection. The USFS will serve in a support role during structural fire protection operations and may assist in exterior structure protection measures where wildfires threaten improvements or where structures threaten wildland natural resources.

United States Department of the Interior - Bureau of Land Management (BLM) - The BLM is responsible for wildland fire suppression activities on BLM lands. The protection of human life is the overriding priority. Subsequent priorities will be based on values at risk, and cost of protection. BLM supports closest forces concept for initial attack on BLM lands. In some counties (e.g., Larimer) through cooperative agreement with BLM, the USFS has initial attack responsibilities for BLM lands.

United States Department of the Interior - National Park Service (NPS) - The NPS is responsible for all wildland fire management activities on National Park lands. The NPS supports closest forces concept for initial attack within the park; however, the Incident Commander (IC) must coordinate with the park Duty Office for the appropriate decision for the management of the fire. Fire dispatching will be through the local Interagency Zone Dispatch Centers who will notify and/or coordinate with county and park as needed. Local communications or local Dispatch Center will notify the park of any reported fire affecting or threatening park land. For boundary fires, county communications or dispatch center will notify all affected agencies.

United States Department of the Interior - Bureau of Indian Affairs (BIA) - The BIA is responsible for all wildland fire management activities on BIA lands. The BIA supports closest forces concept for initial attack within BIA boundaries. The initial attack IC must coordinate with the BIA Duty Office for the Appropriate Management Response decision.

United States Department of the Interior - US Fish and Wildlife Service (FWS) - The FWS is responsible for all wildland fire management activities on National Wildlife Refuge and National Fish Hatchery lands in Colorado. Currently all fire management activities on all FWS units in Colorado are managed by a FWS Fire Management Officer. However, all FWS units participate as an interagency partner in local Service First/Blended Unit zone Fire Management organizations. The FWS supports closest forces concept for initial attack within FWS boundaries. Fire dispatching will be through the local Interagency Zone Dispatch Center, who will notify and/or coordinate with refuge/hatchery staff as needed.

Interagency Zone Dispatch Centers

There are six (6) Interagency Zone Dispatch Centers and one Geographic Coordination Center that operate within the State of Colorado.

Interagency Resources

All wildland fire agencies are limited by current staffing and funding levels. Wildfire is normally a seasonal event in Colorado and as such, fire suppression capability will vary by time of year. Initial attack, mutual aid, or assistance for hire among federal, county, local and state entities is described in County Annual Operating Plans (County AOP) or in local agreements.

The protecting agency has the primary responsibility to negotiate with local government fire forces and to develop agreements that clearly establish responsibilities for protection of wild lands and structures within their protection boundaries. Agreements will follow the Interagency Standards for Fire and Aviation Operations (Red Book), and the Wildland Fire and Aviation Program Management and Operations Guide (Blue Book), Wildland Fire Incident Management Field Guide, Rocky Mountain Area (RMA) Interagency Mobilization Guide and Interagency Incident Business Management Handbook, Colorado State Emergency Operations Plan and other agency manuals.

Local fire entities that are not covered under a state or county cooperative agreement cannot be a signatory to a County AOP as provided for in this agreement. Individual agreements with these entities can be made between any federal agency and a local fire entity.

Dispatching local government fire forces should follow all the protocols stated in the RMA Interagency Mobilization Guide (Mobilization of Local Firefighting Forces).

There may be situations when additional fire personnel are necessary for mobilization and the need can be filled by supplemental personnel available to fire departments. Supplemental fire resources may be hired by local fire entities. Federal agencies may hire additional personnel under the AD Pay Plan or contracting.

The jurisdictional agency has overall responsibility for an incident. Jurisdictional agency is also the agency to be billed for any incidents in Colorado (see Exhibit A).

Standards/Qualifications

All personnel will meet standards set forth in the most current version of National Wildfire Coordinating Group (NWCG) PMS 310-1 (Wildland Fire Qualification System Guide). NWCG allows for accepting local qualifications within local jurisdictions during initial attack. All cooperators dispatched outside of their local jurisdiction will meet NWCG standards. NWCG allows agencies to require more stringent standards than the minimum for their agency specific personnel.

PREPAREDNESS

Protection Planning

DFPC:

- DFPC's role is defined in ESF-4, Colorado State Emergency Operating Plan (see Exhibit G).
- DFPC develops a Colorado Wildfire Preparedness Plan for the Governor annually.
- DFPC maintains Colorado Resource Rate Forms (CRRF), which identify local resources available for fire suppression statewide and nationally and enable entry into the Resource Ordering and Status System (ROSS).
- DFPC maintains cooperative wildfire protection agreements with each county in Colorado.

Federal Agencies:

Preparedness planning for federal agencies will follow guidelines outlined in local unit land resource management plans and/or fire management plans.

Protection Areas and Boundaries

Areas will be defined in County AOPs. County AOPs exist for individual counties or for groups of counties.

Methods of Fire Protection and Suppression

Mutual Aid Fire Protection: Mutual Aid is the initial attack assistance provided by a supporting Agency at no cost to the jurisdictional (protecting) agency for an established time period (Mutual Aid Period) and distance. Supporting agencies may, upon request (or voluntarily) take initial attack action in support of the jurisdictional agency, and should notify the jurisdictional agency of lands involved or threatened. The jurisdictional agency is not obligated to reimburse a supporting agency for cost incurred during the Mutual Aid Period. It is understood that no supporting agency will be required to assist, or commit resources to a jurisdictional agency, if doing so may jeopardize the security of lands or the responsibilities of the supporting agency. Mutual aid periods and mileage will be defined in County AOPs.

DFPC – DFPC does not have primary initial attack responsibilities; however DFPC may participate in mutual aid in the context of statewide annual operating planning.

Cooperators - Mutual Aid by local government and cooperators within Colorado counties and DFPC, when appropriate, will be addressed in county AOPs.

Public Use Restrictions

DFPC will coordinate with all jurisdictions prior to recommending statewide fire restrictions or bans to the Governor.

Restrictions are managed at the local/zone level through Zone Dispatch Area Boards and/or Local Multi-Agency Coordination (LMAC) Groups. Parties to this plan agree to support coordinated local/zone level restrictions. Coordinated efforts will be documented in local/zone restriction plans or County AOPs. Restriction information can be found at <http://www.coemergency.com/p/fire-bans-danger.html> <http://www.cofireban.info/>.

Burning Permits/Smoke Permits

DFPC-burning permits and smoke permits are under the jurisdiction of the State Department of Public Health and Environment (CDPHE). DFPC follows state and federal regulations managed by the Air Pollution Control Division (APCD).

Federal Agencies – Parties to this SAOP will follow state and federal regulations managed by Air Pollution Control Division (APCD).

Link: <http://www.cdphe.state.us/ap/>

Prescribed Fire (Planned Ignitions) and Fuels Management

Prescribed Fire Management: Agencies may enter into project and/or financial plans that define roles and conditions for participating and/or assisting in the planning and implementation of prescribed burns. Such participation and/or assistance will adhere to individual agency authority, policy, and business practices. The host agency (the agency that is jurisdictionally responsible for land management or the agency that has an agreement with the land owning entity to provide for land management) will be responsible for initiating and developing the project and/or financial plans.

Escaped Prescribed Fires - All protocols and procedures pertaining to wildfire response, suppression, and business practices will be followed from the point in time that a prescribed fire escapes control and is declared a wildfire.

OPERATIONS

Fire Notifications

Fire notifications will be outlined/documentated in County AOPs. Phone numbers for the different agencies may be found in the Rocky Mountain Area Interagency Mobilization Guide.

Boundary Line Fires

Boundary Line Fires are defined in County AOPs. A fire adjacent to a protection boundary or located in an area of undetermined jurisdiction will be the initial attack responsibility of protecting agencies on both sides of the boundary. If multiple agencies are engaged in a fire on or near common boundaries, the agency representatives shall convene as soon as possible to mutually agree upon the fire strategy and delegate an Incident Commander (IC). If the fire is

confined to a single jurisdiction, that agency will designate an IC. It shall be the responsibility of the jurisdictional agency to provide or mobilize replacement forces.

Structure Protection

The operational roles of the federal agencies as partners in the wildland urban interface are wildland firefighting, hazard reduction, cooperative prevention, education, and technical assistance. Structural fire suppression is the responsibility of tribal, state, local governments or fire protection districts. Federal agencies may assist with exterior structural fire protection activities under formal fire protection agreements that specify the mutual responsibilities of the partners, including funding. (Some federal agencies have full structural protection authority for their facilities on lands they administer and may also enter into formal agreements to assist state and local governments with structural protection.). Ref: Interagency Standards for Fire and Fire Aviation Operations.

- **NPS:** Ref: Interagency Standards for Fire and Fire Aviation Operations (Red Book) Chapter 3, page 03-12, lines 16-25; page 03-13, lines 1-10.
- **USFS:** See Interagency Standards for Fire and Fire Aviation Operations (Red Book), Chapter 5, page 5-13, lines 18-46; page 5-14, lines 1-46; page 5-15, lines 1-46; and page 5-16 lines 1-36.
- **DFPC:** May assist with exterior structural fire protection.

Personal Protective Equipment (PPE)

DFPC - County AOPs will define PPE requirements within local jurisdictions. Assignments out of local jurisdiction require Rocky Mountain Area Interagency Mobilization Guide and NWCG standards for PPE.

Federal - All fireline personnel, including those involved in initial attack during the mutual aid period, shall be equipped with PPE that meets standards identified in the Interagency Standards for Fire and Aviation Operations – NFES 2724 (Red Book) Chapter 7, and Wildland Fire and Aviation Program Management and Operations Guide (Blue Book) Chapter 9, including hard hat, eye protection, Nomex shirt and trousers, leather gloves, leather boots with lug soles (minimum 8 inch high) and a fire shelter.

Response to Wildland Fire

DFPC – Fires originating on non-Federal land will be suppressed unless specifically identified otherwise in County AOPs by the jurisdictional agency. Fires will be suppressed using commonly accepted suppression tactics including but not limited to direct attack, indirect attack, point protection and combinations of all with consideration to the values at risk and the health and safety of the public and firefighters.

Federal Agencies – Management response to a wildland fire on federal land is based on objectives established in the applicable Land and Resource Management Plan and/or Fire Management Plan.

Response to wildland fires can be based upon ecological, social and legal consequences of the fire. The appropriate response to the fire is dictated by:

- The circumstances under which a fire occurs
- The likely consequences to firefighter/public safety and welfare
- The natural/cultural resource values to be protected
- The risk to personal property, structures and infrastructure

Decision Support System

All parties to this SAOP will use a Decision Support System and document their management decisions in response to wildland fire. Wildland fires can be managed for more than one objective and objectives can change as fire spreads across the landscape (National Federal Wildland Fire Management Policy-2009).

Federal Agencies-will use the Wildland Fire Decision Support System (WFDSS) for this purpose. The non-federal agencies are encouraged to participate in the WFDSS for supporting decisions during multi-jurisdictional incidents.

DFPC-requires that management decisions be documented for all state responsibility fires, including fires that receive a FEMA declaration.

Special Management Considerations

Non-federal lands – DFPC supports the jurisdictional agency position (may be documented in a separate agreement or plan; i.e. CWPPs, AOPs, or landowner agreements.)

Federal Lands – Special Management Considerations are documented in Land Resource Management Plans. Cost sharing will be negotiated on a case-by-case basis.

Delegation of Authority

Parties to this SAOP accept that each agency has their own procedures for delegation of authority. Timelines on initiating a delegation of authority will be defined as needed in County AOPs.

Preservation of Evidence and Cause Determination

Non-federal lands - DFPC requires the County Sheriff to conduct a fire cause investigation on all state responsibility fires. DFPC has the authority to conduct a review of the investigation if the fire caused the death of one or more

firefighters. DFPC shall be given a copy of any investigation report for all state responsibility fires.

Federal lands – Each federal agency has agency specific policy implemented at the local unit level.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreements

Written cost share agreements should be prepared when a wildfire burns across or threatens jurisdictional boundaries, and/or exceeds the mutual aid period. The intent is to appropriately distribute the financial burden based on a method agreed upon by a representative from each affected jurisdiction. A cost share agreement should be negotiated as soon as practical. (See Exhibit E for an example of a cost share agreement.)

Just as the individual circumstances for each wildfire should drive the decisions about response, the same circumstances should be the basis for the development of the cost share agreement.

DFPC – When a wildfire becomes a state responsibility fire, a cost share agreement may be negotiated between DFPC and affected jurisdictional agencies.

Federal Agencies – Federal agencies signature to this SAOP agree not to bill one another.

Wildland Urban Interface (WUI) – In those situations where weather, fuels, or fire behavior of the wildland fire precludes stopping at jurisdiction boundaries, cost-share methodologies may include, but are not limited to:

- Each jurisdiction pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
- Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands. Cost share by percentage of ownership of jurisdictional responsibility.
- Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
- Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

Training

Trainees/applicants will submit their nominations according to their agency policy.

Communications Systems

Frequency lists/guides will be developed and placed in County AOPs.

All parties to this SAOP may use the other's radio frequencies as needed to conduct emergency operations. No party to this SAOP will use, or authorize others to use, another agency's radio frequencies for routine day-to-day operations.

Fire protection districts and fire departments on incidents, under the auspices of the county, are granted permission to use federal radio frequencies, if needed, to assure safety of the operation. All agencies to this plan are authorized to transmit on Interagency Air-to-Ground frequencies during wildfire incidents.

All agencies, fire protection districts and fire departments which use USFS and DOI frequencies for tactical or command purposes must have radios programmed with narrow band mode to facilitate clear transmission and reception. Incidents that exceed initial attack may utilize Zone plans for tactical or command radio traffic. The Type 3 Incident Communication Plan uses standardized frequencies available to all agencies and departments in each Zone.

Fire Weather Systems

Fire Potential/Fire Weather Products Available

Rocky Mountain Area Predictive Services (RMAPS) and the National Weather Service (NWS) provide a variety of products that are designed to support strategic and tactical decisions. Specifically, RMAPS products such as the 7 Day Significant Fire Potential Outlook, Web-Based Multi-Media Briefing, 30 Day Significant Fire Potential Outlook and Seasonal Outlooks are designed to support long-term strategic decisions at local, geographic and national levels. These outlooks can be found at: <http://gacc.nifc.gov/rmcc/predictive/outlooks.html>.

NWS products are designed for tactical decision support. These products include (but are not limited to), Fire Weather Forecasts, Spot Forecasts and Smoke Management Forecasts. Specific office locations and products can be found at: <http://www.weather.gov/>

The Rocky Mountain Annual Operating Plan between Land Agencies and the National Weather Service can be found at: <http://gacc.nifc.gov/rmcc>.

Planned Ignitions

Prescribed Fires

Project plans or Financial plans will include cost sharing and payment detail.

Federal agencies (billing for prescribed fires amongst themselves) will follow the guidance set in the Interagency Agreement for Fire Management as signed by the federal agency administrators.

Cooperative Prescribed Fires

If the agencies conduct a cooperative prescribed fire that is declared a wildfire the responsibility of suppression costs, should it escape, shall be agreed upon and documented in the project plan.

Unplanned Ignitions

Wildfires

Wildfires are unplanned ignitions or prescribed fires that are declared wildfires (Guidance for Implementation of Federal Wildland Fire Management Policy – February 13, 2009; page 3).

Escaped Prescribed Fires

The host (jurisdictional) agency authorizing the prescribed fire will be responsible for all costs associated with suppression efforts. This provision will not be enacted for escaped prescribed fires that are conducted by third parties that are not signatory to this agreement, or prescribed fires that are implemented without authorization of the jurisdictional or landowning agency, or originate on lands that are not protected by one of the signatories to this SAOP.

Wildfires Concurrently Managed for One or More Objectives

By Federal Wildland Fire Management Policy, a wildfire may be concurrently managed for one or more objectives and objectives can change as the fire spreads across the landscape. Objectives are affected by changes in fuels, weather, topography; varying social understanding and tolerance, and risk management processes; and involvement of other governmental jurisdictions having different missions and objectives. When a wildland fire that is being managed for benefit spreads to a neighboring jurisdiction because of strategic decisions, and in a location where fire is not wanted, the managing jurisdiction shall be responsible for wildfire suppression costs. Neighboring jurisdictions may enter into cost share agreements with the managing jurisdiction. This will be the case whether Wildland Urban Interface (WUI) is involved or not.

Aviation Operations

Agency guides are listed; see Exhibit B. Local ordering procedures will be in county AOPs. Aviation operations/billing procedures between counties and the state are described in county

AOPs. Aircraft must be DOI/USFS approved for use on fires where federal resources are being used or where federal land is involved.

Aircraft use may be considered as mutual aid with the terms of use outlined in county AOPs. Outside of mutual aid, costs for aircraft should be the responsibility of the entity, department or agency on which jurisdiction the aviation resources are used, unless negotiated otherwise in cost share agreements. Any arrangements should be documented in an appropriate cost share agreement or in Decision Support System documentation.

Aviation Ordering

DFPC – Follow Rocky Mountain Area Interagency Mobilization Guide procedures for aircraft ordering.

Federal Agencies – Follow MOB Guide direction and other agency specific direction.

Ordering Colorado Army National Guard Aviation (Helicopters): Ordering National Guard helicopters for wildland fires or medical extraction will be done through the appropriate agency dispatch ordering process to the Rocky Mountain Coordination Center, who will contact DFPC and the State of Colorado Emergency Management Office. Aircraft assigned to an incident shall have the appropriate radios installed and functional along with a letter of authorization for the current year signed by the USFS and DOI. When appropriate, a helicopter manager will be assigned to each aircraft ordered or every two aircraft ordered depending on the type of aircraft and mission(s).

Billing Procedures

See Exhibit A.

Cost Recovery

Indirect Costs

CSFS – The indirect rate, also known as the facilities and administrative rate is determined by a process provided for in the Indirect Cost Negotiation Agreement defined in the Office of Management and Budget (OMB) Circular A-21, to recover those costs that cannot be directly charged to the project. The U.S. Department of Health and Human Services is the cognizant federal agency that determines the rate with Colorado State University. (See Exhibit A.)

DFPC – The indirect rate is determined by a process provided for in the Indirect Cost Negotiation Agreement defined in the Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The U.S. Department of Transportation is the cognizant federal agency that determines the

rate with the Colorado Department of Public Safety on behalf of the DFPC. (See Exhibit A.)

Federal – Will be according to federal agency direction. (See Exhibit A.)

Aviation Resources Costs

Aircraft resource costs will be negotiated on an incident by incident basis documented in an appropriate cost share agreement.

GENERAL PROVISIONS

Modification

Revisions or updates to this SAOP that are consistent with the intent of the Statewide Agreement dated June 1, 2011, are allowed without a formal modification to the Agreement. Modifications to this SAOP must be acknowledged in writing by signatories to this SAOP.

Annual Review

This SAOP will be reviewed by November 30, 2015 or as needed prior to November 30, 2015.

Duration of Plan

This SAOP is in effect from the time it is signed and executed until the 2016 SAOP is signed and executed.

Past incident costs, that have yet to be billed, and/or yet to be paid, will be guided by the SAOP that was in effect at the time of the incident.

Authorized Representatives

By signature below, all parties to this SAOP certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective agencies for matters related to this SAOP.

Execution

This SAOP will be considered executed and viable (among those agencies that accept and sign the signature page) when all agencies have signed.

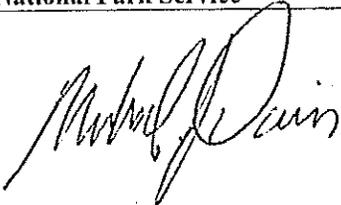
SIGNATURES

Signatures of Authorized Agency Representatives

| | | | |
|--|-------------|--------------------------------------|----------------|
| Division of Fire Prevention & Control | | USFS Region 2 | |
| | | Deputy Regional Forester | |
| | | <i>Susan Ferber</i> | <i>1/5/14</i> |
| Division Director or Designee | Date | Regional Forester or Designee | Date |
| National Park Service | | Bureau of Indian Affairs | |
| | | | |
| Regional Director or Designee | Date | Agency Administrator | Date |
| Fish & Wildlife Service | | Bureau of Land Management | |
| | | <i>[Signature]</i> | <i>12-8-14</i> |
| Agency Administrator | Date | State Director or Designee | Date |
| Colorado State Forest Service | | | |
| | | | |
| State Forester or Designee | Date | | |

SIGNATURES

Signatures of Authorized Agency Representatives

| | | | |
|---|---|--------------------------------------|-------------|
| Division of Fire Prevention & Control | | USFS Region 2 | |
| | | | |
| Division Director or Designee | Date | Regional Forester or Designee | Date |
| | | | |
| National Park Service | | Bureau of Indian Affairs | |
|  |  | | |
| Regional Director or Designee | Date | Agency Administrator | Date |
| | | | |
| Fish & Wildlife Service | | Bureau of Land Management | |
| | | | |
| Agency Administrator | Date | State Director or Designee | Date |
| | | | |
| Colorado State Forest Service | | | |
| | | | |
| State Forester or Designee | Date | | |

SIGNATURES

Signatures of Authorized Agency Representatives

| | | | |
|--|-------------|--|---|
| Division of Fire Prevention & Control | | USFS Region 2 | |
| Division Director or Designee | Date | Regional Forester or Designee | Date |
| National Park Service | | Bureau of Indian Affairs | |
| | |  |  |
| Regional Director or Designee | Date | Regional Director | Date |
| Fish & Wildlife Service | | Bureau of Land Management | |
| Agency Administrator | Date | State Director or Designee | Date |
| Colorado State Forest Service | | | |
| State Forester or Designee | Date | | |

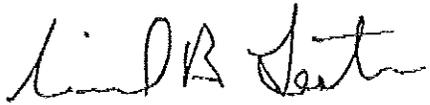
SIGNATURES

Signatures of Authorized Agency Representatives

| | | | |
|--|-------------|--------------------------------------|-------------|
| Division of Fire Prevention & Control | | USFS Region 2 | |
| | | | |
| Division Director or Designee | Date | Regional Forester or Designee | Date |
| | | | |
| National Park Service | | Bureau of Indian Affairs | |
| | | | |
| Regional Director or Designee | Date | Agency Administrator | Date |
| | | | |
| Fish & Wildlife Service | | Bureau of Land Management | |
| BEARNARD J. PETERSEN, ^{Acting} ADD Designee.  12/18/04 | | | |
| Agency Administrator | Date | State Director or Designee | Date |
| | | | |
| Colorado State Forest Service | | | |
| | | | |
| State Forester or Designee | Date | | |

SIGNATURES

Signatures of Authorized Agency Representatives

| | | | |
|---|-------------|--------------------------------------|-------------|
| Division of Fire Prevention & Control | | USFS Region 2 | |
| Division Director or Designee | Date | Regional Forester or Designee | Date |
| National Park Service | | Bureau of Indian Affairs | |
| Regional Director or Designee | Date | Agency Administrator | Date |
| Fish & Wildlife Service | | Bureau of Land Management | |
| Agency Administrator | Date | State Director or Designee | Date |
| Colorado State Forest Service | | | |
|  | 11/19/14 | | |
| State Forester or Designee | Date | | |

EXHIBITS

Exhibit A - Billing Procedures for Reimbursable Billings and Payments

A) Non-Billable/Billable/Shareable

Non-Billable Items:

The following items are NOT considered billable by the agencies:

1. Agency overhead personnel performing agency specific duties and not assigned to the incident.
2. Non-expendable accountable property.
3. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab.
4. Mutual aid costs unless otherwise stipulated in a cost share agreement.

Billable and Shareable Items:

There are associated costs, not on resource orders, that both State and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable. While, on the surface, they are not ordered by and for the incident, they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e., mobilization of crews, equipment contractors, etc.). These associated costs that are a result of the incident are considered to be an added cost to the agency. While these activities may not be documented on a resource order, they will be billed using agency specific financial system reports.

Examples include but are not limited to:

Dispatcher: performing dispatch activity in support of the incident.

Airtanker personnel: includes personnel working in support of the incident.

Warehouse personnel: includes local and regional cache/service center personnel performing activity in support of the incident.

Mobilization centers: includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.

Transportation cost: includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage, and lodging/per diem.

Temporary incident payment center activity: includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.

Backfill: appropriate backfill billable to the incident:

Actual costs directly incurred for “move-up and cover” or “backfill” resources.

Invoice preparation: includes charges by agency staff for the preparation of incident billing document/packages.

Fire Duty Officer/Coordinator/Liaison: interfaces with cooperators and supporting partners at local and state levels.

Fire Equipment Shop: maintenance and or repair of engines, delivery of fire equipment and supplies to an incident.

B) Suppression Billings

Federal Billing Procedures:

Federal Agencies will not bill each other for fire suppression support. Federal agencies will submit bills for their reimbursable costs to the State whenever Colorado, a County or local fire protection district is the protecting Agency and a billing is appropriate. (See Exhibit H for DFPC review process and timelines.)

State Billing Procedures:

1. When Colorado is the supporting agency:
 - a. In-state fires occurring before July 1, 2012: When Colorado was the supporting agency and the incident was within the state of Colorado, the Colorado State Forest Service/Colorado State University will bill the jurisdictional federal agency for any fire suppression expenses paid from CSFS/CSU accounts through June 30, 2012.
 - b. In-state fires occurring after July 1, 2012: When Colorado is the supporting agency and the incident is within the state of Colorado, the Colorado Division of Fire Prevention and Control (DFPC) will bill the jurisdictional Federal agency for any fire suppression costs paid from State accounts July 1, 2012, forward.
 - c. Out-of-state fires occurring before July 1, 2012: When Colorado was the supporting agency on an out-of-state federal fire; CSFS/CSU will submit an invoice to the federal agency within Colorado for expenses paid from CSFS/CSU accounts through June 30, 2012. When Colorado was the supporting agency on a state fire outside of Colorado, CSFS/CSU will submit that invoice to USFS in Colorado for expenses paid from CSFS/CSU accounts through June 30, 2012, unless agreement for direct billing has been reached with that state.

- d. Out-of-state fires occurring after July 1, 2012: When Colorado is the supporting agency on an out-of-state federal fire DFPC will submit an invoice to the federal agency within Colorado for expenses paid from DFPC accounts starting July 1, 2012. When Colorado is the supporting agency on a state fire outside of Colorado, DFPC will submit that invoice to USFS in Colorado for expenses paid from DFPC accounts starting July 1, 2012, unless agreement for direct billing has been reached with that state.
2. When Colorado local/county agencies are the jurisdictionally responsible agency:
 - a. Fires occurring before July 1, 2012: When Colorado local/county agencies were the jurisdictionally responsible agency and Federal Agencies provided resources, and the Colorado State Forest Service/Colorado State University received, reviewed and paid the Federal Agency from CSFS/CSU accounts for any fire suppression expenses through June 30, 2012, CSFS/CSU will then bill the responsible local/county jurisdiction for reimbursement.
 - b. Fires occurring after July 1, 2012: When Colorado local/county agencies were the jurisdictionally responsible agency and Federal Agencies provided resources, the Colorado Division of Fire Prevention and Control will receive, review and pay the Federal Agency from State accounts for any fire suppression expenses paid from July 1, 2012 forward and then bill the local/county jurisdiction for reimbursement.

Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, when requested.

C) Billing Addresses

Appropriate bills will be sent to the following agency addresses:

| | |
|---|---|
| <p>Bureau of Land Management Attn: Gillian Fay 2850 Youngfield Street Lakewood, CO 80215 Phone: (303) 239-3958 Fax: (303) 239-3811 Email: gfay@blm.gov</p> | <p>Bureau of Indian Affairs Attn: Mike Perry 1001 Indian School Road NW Albuquerque, NM 87104 Phone: (505) 563-3007 Fax: (505) 563-3019 Email: mike.perry@bia.gov</p> |
| <p>National Park Service Attn: Linda Turner 12795 West Alameda Parkway Denver, CO 80225 Phone: (303) 969-2948 Fax: (303) 969-2037 Email: linda_turner@nps.gov</p> | <p>Fish and Wildlife Service Attn: Amy Kamen, Fire Admin Officer 134 Union Blvd., Suite 300 Lakewood, CO 80228 Phone: (303) 236-4305 Fax: (303) 236-4792 Email: amy_kamen@fws.gov</p> |
| <p>USDA Forest Service – Region 2 Attn: Carol Robinson 740 Simms Street Golden, CO 80401-4720 Phone: (303) 275-5316 Fax: (303) 275-5754 Cell: (303) 357-2744 Email: crobinson@fs.fed.us</p> | <p>State of Colorado Division of Fire Prevention and Control Attn: Division Fiscal Manager 5060 Campus Delivery, Bldg. 1049 Fort Collins, CO 80523-5060 Phone: (970) 491-8466 Fax: (970) 491-3445 Email:</p> |
| <p>Colorado State Forest Service Attn: Mary Atella 5060 Campus Delivery, Bldg. 1050 Fort Collins, CO 80523 Phone: (970) 491-3850 Fax: (970) 491-7736 Email: mary.atella@colostate.edu</p> | |

D) Billing and Payment

Estimates and Time Frames:

It is clearly and respectfully understood that all agencies have specific and differing business rules and deadlines. All signatory parties agree to clearly convey those rules and deadlines early in the process so as to promote timely and respectful responses and attendance to cost recovery efforts. Final itemized invoices should be submitted to the reimbursing agency within two (2) years of the suppression action.

Incident Cost Review:

At a minimum, signatory agencies will meet quarterly or as needed to discuss status of cost share and Colorado Emergency Fire Fund (EFF) declared fires. Costs will be reviewed according to the DFPC review process and handled on a case-by-case basis. Cost Share reconciliation spreadsheets will be presented and reviewed. A contact person for each agency will be identified and be responsible for ensuring costs to date are presented for their agency. Agency contacts (See section C above) will set dates and locations for meetings.

Electronic Funds Transfer (EFT):

The Colorado Department of Public Safety shall designate a financial institution or an authorized payment agency through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 C.F.R. 208, which requires that federal payments be made by EFT.

Billing Content:

Bills will contain at a minimum:

- Cooperator name, address, phone number and agency financial contact
- Invoice or bill number
- Agreement number
- Resource order number
- Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- Appropriate incident number and agency job code
- Summary cost reports generated by the agency to support the billing
- Applicable cost share agreement(s)
- Signature and title of agency official

Cost source documents will not be required unless summary cost data is disputed or needed to fulfill review requirements (e.g., Colorado EFF or FEMA fire), or for determining allowable costs under a cost-share agreement. Summary cost data will include, but is not limited to, a list of personnel

expenses including base, overtime, benefits and travel and a listing by vendor name and amount spent for supplies and services procured.

Any party may assess an administrative charge on reimbursable costs related to the Colorado Statewide Cooperative Wildland Fire and Stafford Act Response Agreement.

Colorado Division of Fire Prevention and Control - The Overhead Assessment Rate for Colorado Division of Fire Prevention and Control is a fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement defined in the Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate for the effective dates of this SAOP will be 10 percent.

Colorado State Forest Service - The 2014 SAOP focuses on wildfire suppression response and support and does not include an overhead assessment rate for the CSFS, because the 2012 Legislature transferred wildfire preparedness, response, suppression, and fire billing responsibility from CSFS to the DFPC effective July 1, 2012. Prior year's costs and associated overhead assessment rates for support efforts by the CSFS are described in the prior year SAOP that was in effect at the time of the incident.

USDA Forest Service - The Overhead Assessment Rate for the USFS is published in the Annual Program Direction. The rate for the effective dates of this SAOP will be provided to the parties when the Annual Program Direction is published.

DOI Bureau of Land Management - The Overhead Assessment Rate for the BLM is published annually in a Washington Office Instruction Memo (IM). The rate for the effective dates of this SAOP will be provided to the parties when the IM is published.

DOI National Park Service - The Overhead Assessment Rate for the NPS is published annually in the Assessment and Restoration Handbook. The rate for the effective dates of this SAOP will be provided to the parties when the Assessment and Restoration Handbook is published.

DOI Fish and Wildlife Service - The Overhead Assessment Rate for the US FWS is published annually in FWS Manual Part 274. The rate for the effective dates of this SAOP will be provided to the parties when the FWS Manual Part 274 is published.

DOI Bureau of Indian Affairs - The Overhead Assessment Rate for the BIA is published annually. The rate for the effective dates of this SAOP will be provided to the parties when published.

Payment Due:

All bills will be paid in accordance with the paying agency's prompt payment procedures. Voucher difference statements will accompany any payment made that is different than the amount billed.

Contested Billings:

Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.

Obligations:

For year-end obligation purposes, federal agencies will submit estimated unpaid obligation figures to the state by June 1, and to the state for the counties by November 1. The state will submit estimated unpaid obligation figures to the federal agencies by September 1, for the current billing year. All obligations will be submitted by incident name, date, incident number, and Fire Code.

Fee Basis Acquisition of Services:

County annual operating plans and procurement documents establish billing procedures for the Fee Basis Protection Services.

Non-Suppression (e.g. Fuels Treatment) Billings:

The parties to this plan may bill for activities not related to fire suppression within their authorities.

For example, this may include reimbursement to the state for expenses incurred on a prescribed fire project. Billing arrangements for such activities will be documented on Project and Financial Plan (See Exhibit D) or a separate agreement per agency policy and an indirect cost rate may be assessed.

Billings will outline services performed and include a copy of, or reference the applicable operating plan.

See section C above for billing addresses.

Exhibit B - Aviation Guides

BLM

DOI DMs 350-354/OPMs

BLM 9400

BLM National Aviation Plan, National Aviation Office

BLM Colorado State Aviation Plan

Colorado Interagency Single Engine Tanker Operations Plan

San Luis Valley Public Lands Center Aviation Management Plan

USFS Pike & San Isabel, Cimarron & Comanche, BLM Royal Gorge FO Aviation Management Plan

USFS Grand Mesa, Uncompahgre, Gunnison; BLM Grand Junction, Montrose, Gunnison, Uncompahgre, NPS Black Canyon of the Gunnison, Curecanti NRA Interagency Aviation Plan

Craig/Routt Fire Management Unit, Unit Aviation Plan

UCR Aviation Management Plan

Grand Junction Air Tanker Base Operations Plan

USFS

5700 Manual – Aviation Management

5709.16 – Flight Operation Handbook

Interagency Helicopter Operations Guide (IHOG)

Aviation Management Plan – National

Aviation Management and Safety Plan – Region 2

Aviation Management Plan – Forest

- Arapaho-Roosevelt National Forests and Pawnee Grassland
- Grand Mesa, Uncompahgre, and Gunnison National Forests
- Pike-San Isabel National Forests and Cimarron-Comanche National Grasslands
- Rio Grande National Forest
- San Juan National Forest
- White River National Forest

FWS

NPS

BIA

DFPC

Exhibit C – DFPC Supplemental Fire Department Resources

Excerpt from current DFPC Cooperator Reimbursement Guidelines posted at

www.dfs.state.co.us/programs-2/emergency-management/wildland-fire-management/wildland-fire-billing
(or www.dfpc.state.co.us).

D. Supplemental Resource Guidelines

There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the department. When this situation arises, resources will be mobilized via the process outlined here and documented with the current DFPC Cooperator Resource Rate Form (CRRF) component of the state Statewide Annual Operating Plan (AOP) and in each county AOP.

When mobilizing Supplemental Resources outside of the fire district or mutual aid zone, the following will apply, based on NWCG Memo #004-2009 dated 2/6/09. For purposes of this exhibit, the following definition of Supplemental Resources will apply:

“Supplemental Resources - Overhead tied to a local fire department generally by agreement that is mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.”

While on assignment, these individuals are department employees and the department will be reimbursed for their actual costs as defined in this document.

D.1. Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized by the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

D.2. Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the employee portion of benefits. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Backfill is not reimbursable for personnel hired as Supplemental Resources.

An indirect cost allowance equal to ten percent (10%) of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed. (OMB Circular A-87)

D.3. Personnel Qualifications

All personnel will possess an active Incident Qualification System Incident Qualification Card commensurate with all current and applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. Each department is responsible for annually certifying and maintaining the qualifications of their Supplemental Resources. Each department will bear the cost of training for their Supplemental Resources.

Any personnel to be mobilized under this exhibit will be listed on Personnel Resource List form (Attachment 2) by name, position(s), and identified as a single resource. This Attachment 2 will be maintained with CRRFs by the DFPC at the Fort Collins Office. While on assignment, these individuals are department employees and each department will be reimbursed for their actual costs.

D.4. Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the Colorado Supplemental Resource/Volunteer Position Pay Rate Matrix (Attachment 1). Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the SAOP are computed as follows:

- 1) Regular Compensation Rate: The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the department for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.
- 2) Overtime Compensation Rate: Overtime compensation rates are paid based on a 7-day work week beginning on day one (1) of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of eight (8) hours per day for the first five (5) days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.
- 3) Hazard Pay Rate: While the NWCG direction provides for hazard pay premium compensation, as the sponsoring agency, DFPC's standard business practices do not include hazard pay for state employees or cooperators. Therefore, hazard pay will not be afforded to supplemental resources.

D.5. Days off at Incident

Days off at the incident will be paid for eight (8) hours. Work/rest guidelines will be followed and mandatory days off will follow current guidelines (IIBMH Chapter 10). Once travel to the home unit commences, days off will not be paid.

D.6. Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for privately-owned vehicles (POVs) used to support Supplemental Resources shall be at the current Federal Travel Regulation rate.

The current Colorado Supplemental Resource/Volunteer Position Pay Rate Matrix is posted at:
<http://www.dfs.state.co.us/programs-2/emergency-management/wildland-fire-management/wildland-fire-billing>

Exhibit D – Supplemental Project Plan Template

SUPPLEMENT NUMBER _____

**TO COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT
RESPONSE AGREEMENT**

PROJECT AND FINANCIAL PLAN

I. INTRODUCTION

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

II. SCOPE AND DURATION

The description of this project is to _____. It is anticipated that this project will begin _____ and will end _____.

III. PRINCIPAL CONTACTS

Principal contacts for each Agency for the administration of the project are:

Name _____

Address _____

Telephone _____ F

AX _____

IV. DETAILED PROJECT DESCRIPTION

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.

VII. FINANCIAL PLAN

List which Agency is reimbursing the other and detail items to be reimbursed. If this is a Cost Share Supplemental Project Plan, list all Agencies, contributions, cash, non-cash, and in-kind. Include: salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required.

VIII. SIGNATURES

| Unit Administrator | Date | Agency |
|--------------------|------|--------|
|--------------------|------|--------|

| Unit Administrator | Date | Agency |
|--------------------|------|--------|
|--------------------|------|--------|

Exhibit E – Cost Share Agreement Template/Example

INSTRUCTIONS – COST SHARE AGREEMENT

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement exists between all major wildland fire protection agencies in Colorado. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in county annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either agency based upon responsibility for the fire origin. The designated representatives of each agency with jurisdictional responsibility for the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the supplemental agreement.
4. List the Agencies involved in fire suppression operations and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:
UNIFIED COMMAND – A method for all agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.
SINGLE COMMAND STRUCTURE – One agency manages the incident with liaison and concurrence of objectives from other involved Agencies.
7. List the appropriate personnel filling ICS positions on the fire.

8. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
9. List the agency responsible for structural protection, and any pertinent control information or contacts.
10. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
11. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
 - A. Each agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
 - B. Each jurisdiction pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
 - C. Cost share by percentage of ownership of jurisdictional responsibility.
 - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
 - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

Responsibility for tort claims or compensation for injury costs.

Non suppression rehabilitation costs are the responsibility of the jurisdictional agency.

Non-expendable property purchases will be the responsibility of the agency making the purchase.

Support costs (i.e., office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.

Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.

Air Support: Helicopters, (with support) air tankers.

Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).

12. List any specific conditions relative to this agreement, such as: dispatch procedures, one agency representing another, notifications, incident information, coordinated intelligence, etc.
13. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

EXAMPLE COST SHARE AGREEMENT TEMPLATE

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: _____ Origin Date _____ Time _____
2. Origin: Township _____ Range _____ Section _____
3. Estimated Size _____ Acres at the time of this agreement.
4. Agency _____ Fire # _____ Accounting Code _____
Agency _____ Fire # _____ Accounting Code _____
5. This agreement becomes effective on: _____
_____ at _____ and remains in effect until amended or terminated.
6. Overall direction of this incident will be by () Unified Command, or by () Single Command structure. Identify below personnel filling the following positions:

| Position | Name(s) | Agency |
|-------------------------------------|---------|--------|
| Incident Commander | _____ | _____ |
| Agency Administrator Representative | _____ | _____ |
| Liaison | _____ | _____ |
| Finance | _____ | _____ |
| Operations | _____ | _____ |

7. Suppression action will be subject to the following special conditions and land management considerations:

8. Geographic responsibility (if appropriate) by Agency is defined as follows:

| | |
|--------------|---------------------------------|
| Agency _____ | Geographic Responsibility _____ |

9. The Agency responsible for structural protection will be: _____

10. Special operational conditions agreed to (include as appropriate; air operations, base camp food service, fire investigation, security, etc.) List cost share information in Item Number 11.

11. Fire suppression COSTS will be divided between agencies as described:

| Cost Centers: | Agency: | Agency: | Agency: |
|---------------|---------|---------|---------|
| | | | |
| | | | |

12. Other conditions relative to this agreement (Notifications, incident information, etc.):

13.

| | | | |
|------------|------------|------------|------------|
| _____ | _____ | _____ | _____ |
| Agency | Agency | Agency | Agency |
| _____ | _____ | _____ | _____ |
| Signature | Signature | Signature | Signature |
| _____ | _____ | _____ | _____ |
| Title/Date | Title/Date | Title/Date | Title/Date |

List of Attachments (if any): _____ / _____ / _____

Exhibit F – Use and Reimbursement for Stafford Act Shared Resources

USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT ALL-HAZARD RESPONSE ACTIONS

NOTE: Processes and Procedures in Exhibit F only apply to Stafford Act All-Hazard Response Actions and may not be consistent with wildland fire processes and procedures in other parts of the SAOP.

Stafford Act Declarations: Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Orders(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment. Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment – requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e., the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

2. Federal Reimbursable Assistance: Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for federal agencies in accordance with 44 C.F.R., subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the FEMA Associate Director or the FEMA Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the FEMA Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and where reimbursement is required by law.

f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

3. State Reimbursement Process: State Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Overtime, travel and per diem of permanent state agency personnel.
- b) Wages, travel and per diem of temporary state agency personnel assigned solely to performance of services directed by the FEMA Associate Director or the FEMA Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the FEMA Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and where reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the FEMA Associate Director or the FEMA Regional Director and the agency.

4. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination protocols per the current National Interagency Mobilization Guide.

5. Procurement: The State receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

6. Loaned Equipment: Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for the damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

7. Billing Procedures:

Incident Billings:

1. When Colorado is the supporting agency and the incident is within the State, the State will bill the jurisdictional federal agency. When the State is the supporting agency and the incident is outside the State's jurisdiction, the State submits its billing to the Primary Federal Agency.

Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.

2. Billing Estimates/Timeframes: On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposed, the Federal Agencies will submit unpaid obligation figures to the (State/tribe) by June 1 for the State and by __ for the Tribe.

The (State/tribe) will submit unpaid obligation figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

3. Billing Content: Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State incident assistance may include administrative overhead, not to exceed indirect cost rates as outlined in the SAOP.

8. Billing Addresses: See Exhibit A – C for billing address of all agencies.

9. **Payment Due Dates:** All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested.
10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

Exhibit G – State Emergency Operations Plan (Wildfire)

(This Plan is under revision for 2015 – please see www.dhsem.state.co.us/preparedness for updated version.)

LEAD AGENCY: Division of Fire Prevention and Control

SUPPORTING AGENCIES: Colorado State Forest Service, Department of Corrections; Department of Human Services; Department of Military and Veterans Affairs; Department of Natural Resources; Department of Public Health and Environment; Department of Public Safety; Department of Transportation

I. PURPOSE

The Division of Fire Prevention and Control is the lead State agency in coordinating wildfire suppression activities. In some instances, these wildfires create circumstances where non - firefighting resources are required to be employed to deal with such issues as evacuation, mass case, sheltering, etc.

II. SCOPE

A. Wildfire protection within Colorado cannot be accomplished by any single agency. Cooperation and coordination between all agencies is the key to effective suppression.

B. Between January and May of each year, all wildland fire agencies (local, state, federal) review their annual operating plans. This plan outlines how wildfire agencies work together each year. Utilizing a network of interagency dispatch centers, resources are moved throughout the Rocky Mountain Area in support of agency needs. Local, county and state resources participate in the total mobility concept, utilizing dispatch centers to respond to local or national incident needs.

C. Colorado law identifies the sheriff as the fire warden for the county and the individual ultimately responsible for controlling and extinguishing prairie and forest fires on private and state lands within that county. The state forestry role is to assist the sheriff and county fire departments with this responsibility. The Division of Fire Prevention and Control fulfills this role by providing training, equipment, technical assistance and funding, and by facilitating interagency mutual aid agreements and annual operating plans. Once a wildland fire burns beyond the initial and extended attack capabilities of local forces, the local responsible agency often requests management assistance in the form of a local Incident Management Group or a Type II or Type I Incident Management Team. These teams are available across the nation.

III. SITUATION

The wildland - urban interface (WUI) is any area where man - made improvements are built close to, or within, natural terrain and flammable vegetation, and where high potential for wildland fire exists.

Wildfires in Colorado are a natural part of our ecosystems and help restore and maintain healthy forests. During the past few decades, population in the interface has increased. Homes, businesses, and subdivisions are being built on forested lands that have historically seen regular fires, and even need them to remain healthy.

IV. PLANNING ASSUMPTIONS

- A. Wildfires will threaten lives, property, and natural resources and will move beyond the WUI.
- B. Successful management of catastrophic wildfires will require organized interagency cooperation at all levels of government.
- C. Agreements are in place between local, county, State, Federal, and tribal entities defining cooperation, roles, and access to resources.

V. CONCEPT OF OPERATIONS

- A. State wildfire suppression involves managing and coordinating State fire suppression support to local Rural Fire Protection Districts when the wildfires are beyond local control.
- B. Based upon the size and location of the wildfire threat, the State Emergency Operations Center (SEOC) may be activated to assist in the coordination of State resources for non - firefighting activities related to evacuation, mass care, sheltering etc.
- C. If the Governor issues a Disaster Emergency Executive Order activating the State Emergency Operations Plan (SEOP), the Office of Emergency Management (OEM) will implement those portions of the SEOP that apply to this incident.
- D. It would be anticipated that support to the wildfire incident would be broken down into two phases, which may occur separately or concurrently.

1. Phase 1: Response

- a. Provide resources to assist in the firefighting efforts.
- b. Identify and coordinate the evacuation of residents from the threatened area.
- c. When necessary, identify the location and conduct the required coordination for the staffing of shelter facilities.
- d. Once the activation of shelters has occurred, insure that medical and food resources have been alerted of the activation. This will also include a projected population estimate for each shelter location to assist in identifying logistical requirements.

2. Phase 2: Recovery

- a. When appropriate, assist with restoration projects of the environment and the WUI.
- b. Implement procedures and plans outlined in the State Recovery Plan to assist individuals and the private sector affected by the disaster.

VI. RESPONSIBILITIES

A. Office of Emergency Management

1. Provide liaison(s) to regional wildfire Multi - Agency Coordination Group and / or to jurisdictional EOC.
2. Assist in coordination of National Guard activation and assignment.
3. Manage wildfire Executive Order funds for transfer to CSFS.
4. Provide support in the local EOC or at the Incident Command Post as requested or needed.
5. Facilitate communication and act as a liaison between local jurisdictions and state and federal partners supporting CSFS activities.
6. Assist local jurisdictions in coordinating evacuation and sheltering.
7. Provide technical assistance to local jurisdictions regarding procurement options and logistical issues, including contracts with vendors, access to supplies, and assessment of needs on the incident for private land fires.
8. Assist local jurisdictions with long - term recovery assistance including damage assessments, debris removal, and building options. Provide technical assistance for various financial programs, including access to individual and public assistance programs, and a variety of grant programs through the Department of Local Affairs and other state agencies.
9. Provide assistance to local jurisdictions regarding delegations of authority and declarations of emergency or disaster as needed.
10. Monitor the status of support resources and provide updates to the jurisdictional EOC and State Forest Service as needed or requested.
11. Provide assistance to local jurisdiction fire organizations, counties, state agencies, and federal partners as requested.
12. Facilitate the execution of the FEMA / State Agreement.

B. Division of Fire Prevention and Control

1. Be responsible for keeping the Governor's office informed of wildfire response activities.
2. The lead agency for all Public Information releases related to wildfire response activities.
3. Inform OEM when the need for evacuation, mass care, animal care, and other support assistance is needed.
4. Coordinate with local jurisdictions, state, and federal partners, to ensure good outcomes of wildfire events.
5. Provide technical advice on Incident management, including resources, finance, forms, delegations, and authorities.
6. Facilitate communications between Fire Districts and the Division of Fire Prevention and Control.
7. Coordinate WUI Engine Program projects and engine fire assignment availability.
8. Coordinate with Districts and program manager on Single Engine Air Tanker (SEAT) positioning and movement. Provide technical advice on air operations and support.
9. Support districts with management of cooperator resources through the zone dispatch centers.
10. Task personnel, as necessary, to accomplish support responsibilities.
11. Assist as requested with Emergency Fire Fund (EFF) implementation by facilitating use of state resources, incident business management and coordination with local interagency dispatch center. Provide Assistance to jurisdictions when requesting EFF, including forms, analysis, turn back standards, and cost share agreements.
12. Provide technical assistance to local jurisdictions for delegations of authority, FEMA Declarations and Fire Management Assistance (FMA) program.
13. Arrange for direct liaison between fire chiefs and incident to coordinate requests for firefighting assistance in wildfire protection operations.
14. Monitor the status of all wildfire service operations and provide updates as needed to OEM. Provide assistance to local jurisdiction fire organizations, counties, state agencies, and federal partners as requested.
15. Designated as the Governor's Authorized Representative (GAR) for all wildfire incidents.

16. Coordinate structural protection between Incident Management Team, local authorities, and OEM using established Interagency Wildland Dispatch Protocol and Colorado State Emergency Resource Mobilization Plan procedures.

C. Department of Corrections

1. Provide trained and qualified wildfire suppression hand crews
2. Provide trained and qualified wildfire mitigation hand crews

D. Department of Human Services

1. Prepared to implement the establishment of large volume shelters (to include companion and service animals) sufficiently distant from further wildfire threatened areas. At a minimum, the facilities will need to be functional for a period of 72 hours with sleeping areas, food, and hygiene services.
2. Coordinate the activities of non - governmental organizations assisting residents impacted by the wildfire incident.
3. Be prepared to provide behavioral health assistance to the displaced population.

E. Department of Military and Veteran Affairs

The Colorado National Guard is responsible for maintaining and providing appropriately credentialed State assets of ground and aerial wildfire suppression personnel and equipment with appropriate credentials.

F. Department of Natural Resources

Provide Department resources as necessary for inter - department communication and incident support.

G. Department of Public Health and Environment

1. Emergency Response: CDPHE / Department of Public Safety (CDPS) assists the local incident commander in handling hazardous material and pollutant releases to air, water and soil caused by wildfires.
2. Air Quality Monitoring: CDPHE monitors air quality in areas affected by the smoke plume and reports air quality status to State, county and local health officials for their use in issuing health advisories.
3. Technical Assistance and Expertise: CDPHE / CDPS advises federal, state and local on - scene responders on safe handling and disposal procedures for hazardous materials.

4. Inspections and Assessments: CDPHE inspects and assesses damage to underground fuel storage tanks, public water and wastewater systems and provides guidance to homeowners on how to check and test their wells to ensure safe drinking water.

5. Restoration and Recovery: CDPHE assists residents and communities recover from the damages after a fire by ensuring clean and safe drinking water, monitoring water quality in affected streams, preparing grant assistance for re - vegetation efforts on private lands and working with local governments to facilitate removal of burned trees and debris.

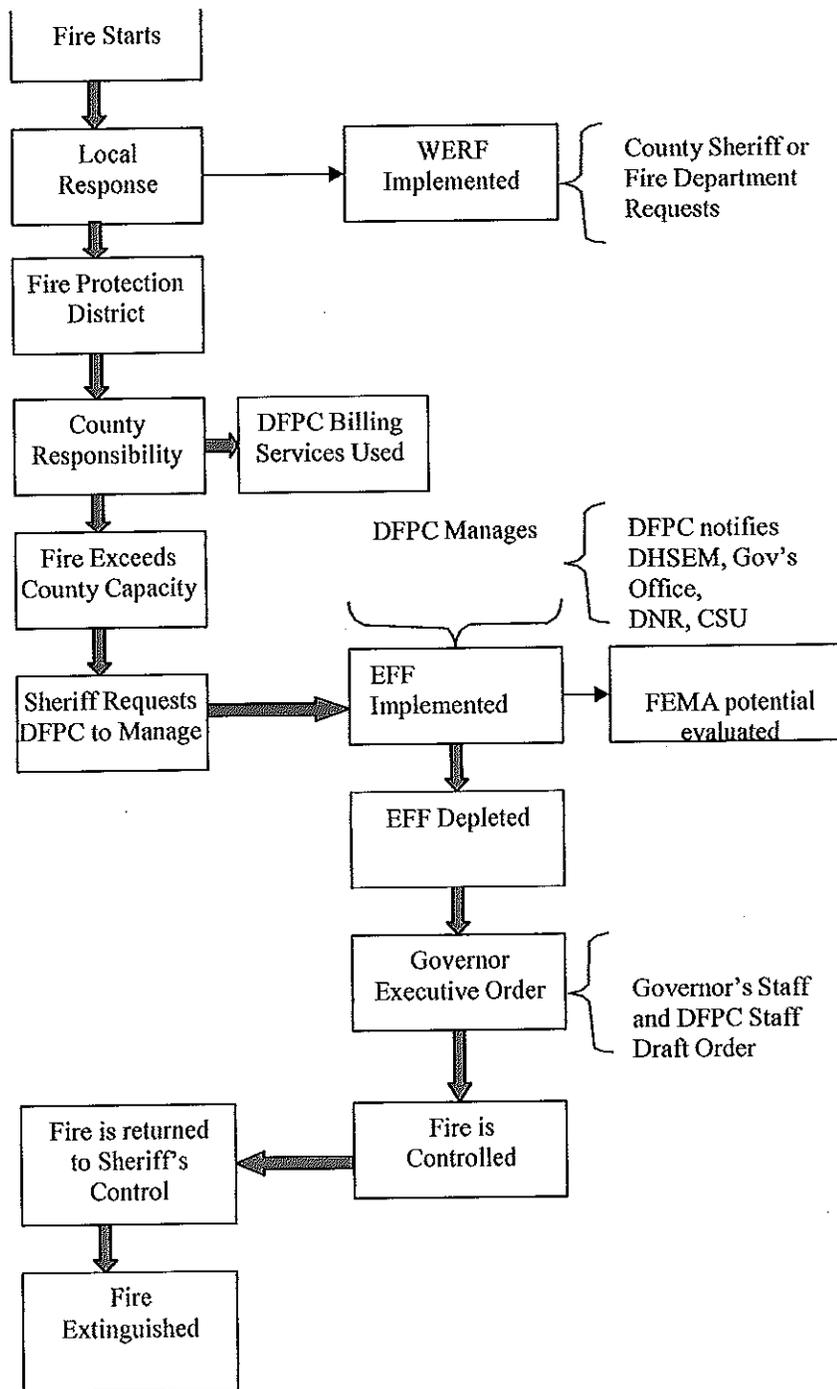
H. Department of Public Safety / Colorado State Patrol

1. Provide for evacuation support from wildfire areas in coordination with local authorities
2. Provide for road closures as needed during fire suppression efforts
3. In coordination with CDPHE, assists the local incident commander in handling hazardous material releases to air, water and soil caused by wildfires.

I. Department of Transportation

1. Coordinate permanent and mobile electronic road signs as needed for prevention, evacuation, road closure, response, and mitigation activities.
2. Provide as equipment as needed and available.

Wildfires occur as unscheduled emergency events. The role of the state is to provide technical advice and assistance to local government, assume the management of wildfires that exceed the capacity of local governments upon the request of the sheriff or when wildfires threaten to become state emergencies or disasters, and at all times, provide for the safety of firefighters and the public.



Initial response comes from local fire departments; fire protection districts; sheriff's offices; USFS, BLM, NPS, FWS, BIA.

DFPC may provide technical assistance during initial response and will provide state resources upon request.

Agreements between DFPC, federal agencies, and counties provide a path for local fire departments to participate in fire response outside their local jurisdiction.

Wildland fire response is implemented through 6 Interagency Dispatch Centers.

Annual Operating Plans established with all responding agencies in a County facilitate coordinated response.

DFPC is the lead state agency for wildland fire management (Colorado Emergency Operating Plan ESF 4).

DFPC manages the Wildfire Emergency Response Fund (WERF); the Emergency Fire Fund (EFF); the Wildfire Preparedness Fund; and FEMA Fire Management Assistance Grants (FMAG).

Exhibit H – Documents Required for Money Transfer

Documents Required To Transfer Money Between Federal Agencies And The State of Colorado, Department of Public Safety, Division of Fire Prevention and Control (DFPC)

1. Type of document(s) required by Federal agencies to TRANSFER monies to the Colorado DFPC

| FEDERAL AGENCIES | FIRE SUPPRESSION | RURAL FIRE | PRESCRIBED FIRES |
|--------------------------------|--------------------------------|-----------------------|--------------------------------|
| U.S. Forest Service | Cooperative Fire Agreement | Grant | Participating Agreement |
| U.S. Bureau of Land Management | Cooperative Agreement/Contract | Cooperative Agreement | Cooperative Agreement/Contract |
| U.S. National Park Service | Cooperative Agreement | Grant | Cooperative Agreement |
| U.S. Fish & Wildlife Service | Purchase Order | Cooperative Agreement | Purchase Order |
| U.S. Bureau of Indian Affairs | Purchase Order | Cooperative Agreement | Purchase Order |

2. Type of document(s) required by Federal Agencies to TRANSFER monies to other Federal Agencies

| FEDERAL AGENCY | FIRE SUPPRESSION | RURAL FIRE | PRESCRIBED FIRES |
|--------------------------------|--|---|---|
| U.S. Forest Service | Not applicable | AD-672 | AD-672 |
| U.S. Bureau of Land Management | Interagency Agreement Articles; IGO 1681-3 | Interagency Agreement Articles; IGO 1681-3 | Interagency Agreement Articles; IGO 1681-3 |
| U.S. National Park Service | Interagency Agreement (IDEAS) Without Articles (NPS form not numbered) | Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS) | Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS) |
| U.S. Fish & Wildlife Service | Interagency Agreement/Intra-Agency Agreement | Interagency Agreement/Intra-Agency Agreement | Interagency Agreement/Intra-Agency Agreement |
| U.S. Bureau of Indian Affairs | Interagency Agreement | Interagency Agreement | Interagency Agreement |

(For internal operating procedures or internal documents, contact your local Contracting Officer/Assistance Officer or Grants & Agreements Specialist.)

3. Type of document(s) required by Federal Agencies to RECEIVE monies from other Federal Agencies

| FEDERAL AGENCY | FIRE SUPPRESSION | RURAL FIRE | PRESCRIBED FIRES |
|--------------------------------|---|--|--|
| U.S. Forest Service | Not applicable | AD-672 | AD-672 |
| U.S. Bureau of Land Management | Interagency Form 1681-3 Attached Other Agency Form | Interagency Form 1681-3 Attached Other Agency Form | Interagency Form 1681-3 Attached Other Agency Form |
| U.S. National Park Service | Interagency Agreement (Will accept other Agency format, but needs to meet basic NPS key elements) | 1681-3 (WORD) Statement of Work Attached Other Agency Form | 1681-3 (WORD) Statement of Work Attached Other Agency Form |
| U.S. Fish & Wildlife Service | Interagency Agreement (Other Agency Form acceptable) | Interagency Agreement Initiated by Other Agency (Other Agency Form acceptable) | Interagency Agreement (Other Agency Form acceptable) |
| U.S. Bureau of Indian Affairs | Interagency Agreement | Interagency Agreement | Interagency Agreement |

(For internal operating procedures or internal documents, contact your local Fiscal/Financial/Budget Officer.)

4. Type of document(s) required by Federal Agencies to RECEIVE monies from the Division of Fire Prevention and Control

| FEDERAL AGENCY | FIRE SUPPRESSION | RURAL FIRE ACTIVITIES | PRESCRIBED FIRES |
|--------------------------------|----------------------------------|----------------------------------|----------------------------------|
| U.S. Forest Service | Bill for Collection to the State | Bill for Collection to the State | Bill for Collection to the State |
| U.S. Bureau of Land Management | Bill for Collection to the State | Bill for Collection to the State | Bill for Collection to the State |
| U.S. National Park Service | Bill for Collection to the State | Bill for Collection to the State | Bill for Collection to the State |
| U.S. Fish & Wildlife Service | Bill for Collection to the State | Bill for Collection to the State | Bill for Collection to the State |
| U.S. Bureau of Indian Affairs | Bill for Collection to the State | Bill for Collection to the State | Bill for Collection to the State |

(For internal operating procedures or internal documents, contact your local Grants and Agreements Specialist/fiscal/financial/budget officer.)

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to approve and to authorize the Chair of the Board of County Commissioners to sign the 2016 Annual Fire Operating Plan which establishes a sound public policy and determines specific responsibilities of cooperative wildfire management in Arapahoe County, State of Colorado.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ;
Commissioner Jackson, ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

Resolution # _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the agreement between Arapahoe County and the Arapahoe County Housing Authority (ArCHA) to lend County employees to ArCHA to administer housing programs.

The vote was:

Commissioner Bockenfeld, _____; Commissioner Doty, _____; Commissioner Holen, _____;
Commissioner Jackson, _____; Commissioner Sharpe, _____.

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: 3/29/16

To: Board of County Commissioners

Through: Don Klemme, Community Resources Department Director

From: Linda Haley, Housing, Community Development Division Manager

Subject: Agreement to Loan County Staff to the Arapahoe County Housing Authority

Request and Recommendation

At the annual meeting of the Arapahoe County Housing Authority (ArCHA) on March 29, 2016 it was recommended that the Agreement between Arapahoe County and the Arapahoe County Housing Authority allowing the County to lend staff to ArCHA for business that cannot be allocated to the grants that support Housing and Community Development Services (HCDS) be moved to Consent Agenda.

Background

An annual meeting of ArCHA is required under the by-laws of ArCHA. An agenda is proposed by staff and approved by ArCHA, along with the minutes from the previous annual meeting. Historically, the Secretary of ArCHA has been the Director of the Community Resources Department. At this meeting, ArCHA receives reports on ArCHA programs and provides direction to staff on ArCHA initiatives.

Links to Align Arapahoe

1. Quality of Life. Citizens' lives may be enhanced through the Housing Choice Voucher Program and through the First Time Home Buyers Program. Citizens will be served by experienced organizations with expertise in providing housing assistance.
3. Fiscal Responsibility. The federal funds used for these programs are provided to the County on a formula basis. They increase the opportunities Arapahoe County has to serve low and moderate income citizens.

Discussion

There are some staff activities related to managing the down payment assistance program, to housing and homelessness, staff training, and Fair Housing Activities that are not always eligible to be charged to the Community Development Block Grant and HOME Investment Partnership programs from which we receive funding. Using ArCHA funds for these activities allows staff to work on these issues while cost allocating time to ArCHA.

Alternatives

The alternative would be not lending staff to ArCHA and not participating in activities that cannot be cost allocated to the CDBG and HOME grants.

Fiscal Impact

Arapahoe County General Funds in the amount of \$30,000 annually are provided to ArCHA to support the activities, staff time, and training required to manage ArCHA programs. Any costs that are appropriate to be charged to HOME or CDBG are allocated to those programs.

Concurrence

The Board of the Arapahoe County Housing Authority held their annual meeting on March 29, 2016 and approved this Agreement.

Reviewed By:

Linda Haley, Housing and Community Development Division Manager
Don Klemme, Community Resources Department Director
Janet Kennedy, Finance Department Director
Tiffanie Bleau, Assistant County Attorney

Board Summary Report

Date: April 11, 2016
To: Board of County Commissioners
From: Don Klemme
Subject: Aid-to-Agencies Funding for Mile High Behavioral Healthcare for Wellness Court Services

Request and Recommendation

Staff of the Aid-to-Agencies review committee request that the Board of County Commissioners consider approval on the Consent Agenda of Aid-to-Agencies funding for Mile High Behavioral Healthcare in order to provide wellness court case management services. Staff recommend BOCC approval of this funding.

Background

During the Aid-to-Agencies review process for the allocation of 2016 Aid-to-Agencies funding, staff requested that the Board of County Commissioners defer the allocation of funding for Wellness Court case management services until state judicial specialty court staff were able to select a different service provider. The specialty courts staff interviewed several providers and selected Mile High Behavioral Healthcare to provide case management services. Now that the selection has occurred staff request and recommend that the Board of County Commissioners release the set aside amount of \$39,150 so that a contract can be entered with Mile High Behavioral Healthcare.

Links to Align Arapahoe

1. Quality of Life – Through the provision of intensive services to participants of the Wellness Court program the recurring crimes that they commit and the corresponding frequent return to jail and/or prison can be reduced or eliminated. This results in a positive impact on the quality of life for these participants, their families and on the community as less crime is committed by these individuals.
2. Fiscal Responsibility – The funding to support the wellness court is leveraged with other funding to provide the services necessary to stabilize this population so that their criminal behavior is reduced or eliminated. When that occurs there are positive fiscal benefits for the law enforcement and judicial community.

Discussion

Staff of the Aid-to-Agencies review committee became aware that state judicial specialty court staff had decided to discontinue its relationship with the Arapahoe Douglas Mental Health Network to provide case management services to wellness court participants. Staff made the BOCC aware of this situation and the decision was made to reserve the funding for the wellness court but not to release it to a specific vendor until state judicial completed a selection process. Now that the selection process has been completed and Mile High Behavioral Healthcare has been selected, the reserved funds can be released so that a contract can be entered between Arapahoe County Government and Mile High Behavioral Healthcare for the provision of case management services.

Alternatives

The BOCC may decide to not fund the wellness court case management program. If that occurs it will be necessary for the courts to seek alternative funding or discontinue the program.

Concurrence

Attorney Comments

Reviewed By:

Don Klemme
Cheryl Ternes
Linda Haley
Jessica Gapuzan
Diana Maes

Resolution No. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the Aid to Agencies funding in the amount of \$39,150 for Mile High Behavioral Healthcare to provide wellness court case management services.

The vote was: Commissioner Bockenfeld, _____; Commissioner Doty, _____; Commissioner Holen, _____; Commissioner Jackson, _____; Commissioner Sharpe, _____.

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: March 16, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget & Logistics Manager

Subject: Amendment no. 2 to 2015 / 2016 Extension of the Agreement for Services between Arapahoe County and Correctional Psychology Associates

Request and Recommendation

Request the Board of County Commissioners to authorize the Chair of the Board of County Commissioners to sign the Amendment no. 2 to the Agreement for Services between Arapahoe County and Correctional Psychology Associates for the provision of Inmate Mental Health Services.

Background

An RFP for inmate mental health services was solicited in 2012 for 2012 / 2013 with the option to renew for an additional three (3) years. The contract was awarded to Correctional Psychology Associates.

Discussion

Correctional Psychology Associates (CPA) has been providing various mental health services at the Arapahoe County Sheriff's Office Detention Facility (ACDF). Some of the services it provides were contracted and billed through Arapahoe Douglas Mental Health Network (ADMHN). ADMHN recently reorganized their operations and will no longer be providing services at ACDF, so CPA will need to contract directly with Arapahoe County to continue providing these services. Since CPA has been providing mental health services at ACDF for many years and therefore already meets all security and logistical requirements to operate in the unique environment of the ACDF, we feel that CPA can best provide a smooth transition for continuity of care to the inmates in this short notice situation.

Alternatives

The alternative is to contract with a new vendor to perform the services that CPA has already been providing for years. This will affect continuity of these critical services.

Fiscal Impact

The additional cost for these services will be paid with funds original budgeted for the contract with ADMHN, so this will have no net effect on the Sheriff's Office 2016 Commissary Fund Budget.

Concurrence

The Administrative Staff of the Arapahoe County Detention Facility is in full support of Amendment no. 2 to the Agreement for Services with Correctional Psychology Associates.

Reviewed By:

Olga Fajaros, Budget & Logistics Manager

Vincent Line, Detentions Bureau Chief

Louie Perea, Undersheriff

David C. Walcher, Sheriff

Finance Department

County Attorney

RESOLUTION NO. 160 It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to sign the Amendment no. 2 to the Agreement for Services by and between Arapahoe County and Correctional Psychology Associates for the purpose of providing inmate mental health services at the Arapahoe County Sheriff's Office Detention Facility pursuant to the terms contained therein for the period of February 1, 2016 to August 31, 2016, pursuant to the terms contained therein.

The vote was:

Commissioner Bockenfeld,; Commissioner Doty, ; Commissioner Holen, ; Commissioner Jackson,; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.

AMENDMENT no. 2 to Inmate Mental Health Services, RFP-12-39

This is the second amendment to the Agreement for Services made this 14th day of March, 2016 by and between ARAPAHOE COUNTY, Colorado, hereinafter called "the County" and Correctional Psychology Associates, hereinafter called "the Contractor" and collectively referred to as "the Parties".

WHEREAS, the County and the Contractor have entered into a written agreement ("the agreement") dated September 1, 2012 to perform Inmate Mental Health Services.

WHEREAS, the parties desire to enter into this Amendment to increase the service hours in Exhibit A from "not to exceed twelve (12) hours per week" to "not to exceed twenty (20) hours per week.

The total dollar amount of this contract shall be increased by \$56,160.00. The new contract sum shall be amended to be \$93,600.00.

This amendment shall take effect immediately upon execution by the parties.

Correctional Psychology Associates

By:  _____

Date: _____

Title: _____

ARAPAHOE COUNTY

By: _____
Chairperson, Board of County
Commissioners
(Or representative authorized by
BoCC Resolution)

Date: _____



BOARD SUMMARY REPORT

Date: April 12, 2016

To: Board of County Commissioners

Through: Diana Maes, BOCC Administration Manager

From: Carol Dosmann, Executive Assistant, BOCC Administration

Subject: Approve the appointment of Marilyn Cross to the Cultural Council to fill a vacancy representing the City of Aurora

Purpose and Recommendation

Approve the appointment of Marilyn Cross to the Cultural Council. Marilyn will be a representative for the City of Aurora, and her term will expire November 19, 2019.

Background

The Cultural Council solicits and screens applications from eligible non-profit and/or governmental entities for Arapahoe County's portion of the Scientific and Cultural Facilities District sales tax. The Council prepares a recommended distribution plan and forwards the recommendations to the Board of County Commissioners for review, ratification and submittal to the SCFD Board of Directors for funding approval.

The Cultural Council is comprised of 13 members and proportionately represents the population of the incorporated and unincorporated areas of the County as follows:

- Five members from the City of Aurora;
- Three members from the City of Centennial;
- Two members from the Cities of Englewood, Littleton and Sheridan;
- Two members from Unincorporated Arapahoe County and Other Cities; and
- One member as an At-Large position.

Previously, appointments, re-appointments and affirmation of appointments were made in February of each year. The Board decided that it makes more sense to change the appointment schedule to November of each year in order to allow newly appointed members an opportunity to attend the Cultural Council orientation that happens early in each year.

Discussion

Alternatives

Fiscal Impact

Concurrence

Reviewed By:

Diana Maes, BOCC Administration Manager
John Christofferson, Deputy County Attorney

RESOLUTION NO. 160

It was moved by Commissioner _____ and duly seconded by Commissioner _____ to hereby appoint Marilyn Cross to serve on the Cultural Council to fill a vacancy for representation for the City of Aurora, which three-year appointment will expire on November 19, 2019. Said appointee shall serve at the pleasure of the Board of County Commissioners and said appointee may be removed at any time by action of the Board of County Commissioners, with or without good cause shown.

The vote was:

Commissioner Bockenfeld, _____ ; Commissioner Doty, _____ ; Commissioner Holen, _____ ; Commissioner Jackson, _____ ; Commissioner Sharpe, _____ .

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: March 29, 2016

To: Board of County Commissioners

From: Dick Hawes, Department Director, Facilities and Fleet Management

Subject: Grant of Easement – Elections Warehouse Access

Request and Recommendation

Facilities and Fleet Management requests the Board of County Commissioners approve a resolution adding the developer of the commercial property at the corner of South Federal Boulevard and West Belleview Avenue, CMCB Enterprises, Incorporated, to the existing joint access agreement between Arapahoe County and O'Toole's Garden Center to grant them limited access to parking they will develop on O'Toole's property.

Background

This request was heard before the Board of County Commissioners at a drop-in session on March 28, 2016. It was recommended for approval by the four commissioners in attendance and moved to the Consent Agenda with no changes.

Attested By: Dick Hawes

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to add the developer of the commercial property at the corner of South Federal Boulevard and West Belleview Avenue, CMCB Enterprises, Incorporated, to the existing joint access agreement between Arapahoe County and O'Toole's Garden Center to grant them limited access to parking they will develop on O'Toole's property.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty, ; Commissioner Holen, ; Commissioner , ;
Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: March 2, 2016

To: Board of County Commissioners

Through: David C. Walcher, Sheriff

From: Olga Fajaros, Budget & Logistics Manager

Subject: Memorandum of Understanding between the United States Secret Service and Arapahoe County Sheriff's Office to join the United States Secret Service's Colorado & Wyoming Financial Crimes Task Force

Request and Recommendation

The Arapahoe County Sheriff's Office (ACSO) requests the Board of County Commissioners to authorize the Sheriff to sign the Memorandum of Understanding (MOU) between the United States Secret Service (USSS) and Arapahoe County Sheriff's Office to join the United States Secret Service's Colorado & Wyoming Financial Crimes Task Force.

Background

The Colorado & Wyoming Financial Crimes Task Force combines local and Federal resources to investigate financial crimes that involve, but are not limited to operation of illegal money exchange businesses, financial structuring / money laundering, counterfeiting, credit card fraud / cloning, check forgery, embezzlement and identity theft.

Links to Align Arapahoe

Participation on the United States Secret Service's Colorado & Wyoming Financial Crimes Task Force is consistent with the County goals of Service First, Quality of Life – Community Safety. Combining the investigative resources and personnel from the Task Force agencies in the investigation of these financial crimes and related criminal activity is an effective way to enhance community safety.

Discussion

ACSO is tasked with investigating cases involving pattern criminal activity, vice activity, gang activity and narcotics enforcement. These investigations almost always involve financial crimes at some level. As an example, we know from firsthand experience that individuals and groups involved in the trade of illicit drugs routinely steal mail, wash checks, clone credit cards and steal identities.

This agreement to participate in the task force does not require that ACSO assign any personnel to a task force location. The task force agreement is to cooperate in investigations which have a multi-jurisdictional nexus and combine investigative resources to successfully prosecute those crimes. ACSO would then be able to request the USSS for reimbursement for payment of overtime costs and other expenses incurred during the investigation of criminal cases being worked by the Colorado & Wyoming Financial Crimes Task Force.

As a member of the task force, ACSO would also have access to additional investigative databases and investigative tools which they currently do not have. This access would assist in more effectively investigating these crimes.

Alternatives

The alternative would be not to allow the Sheriff to sign this MOU and not participate in the Colorado & Wyoming Financial Crimes Task Force and therefore not take advantage of the benefits as listed above.

Fiscal Impact

There is no fiscal impact other than the potential for the reimbursement of overtime costs and other expenses incurred investigations.

Concurrence

The Sheriff's Office and USSS are in support of this MOU.

Attorney Comments

The MOU has been reviewed and approved by the County Attorney's Office.

Reviewed By:

- Olga Fujaros, Budget & Logistics Manager
- Glenn Thompson, Public Safety Bureau Chief
- Louie Perea, Undersheriff
- David C. Walcher, Sheriff
- Erin L. Powers, Assistant County Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ARAPAHOE COUNTY SHERIFF'S OFFICE
AND
THE UNITED STATES SECRET SERVICE**

The Arapahoe County Sheriff's Office and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Arapahoe County Sheriff's Office and the USSS or upon 30 day written notice by either party to this agreement.

I. AUTHORITY

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 USC 9703, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 USC 9703 (a)(1)(I)(hereinafter "overtime costs and other expenses").

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Arapahoe County Sheriff's Office and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 USC 9703.

III. CONDITIONS AND PROCEDURES

The parties agree to the following conditions:

- (a) The Arapahoe County Sheriff's Office may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service's Colorado and Wyoming Financial Crimes Task Force in conducting official investigations. The Arapahoe County Sheriff's Office will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service's Task Force Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service Colorado and Wyoming Financial Crimes Task Force.

- (b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service Task Force supervisor. The reimbursable overtime payments will be based upon the actual

hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

- (c) The U.S. Secret Service Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Asset Forfeiture Division, Office of Investigations, to the Treasury Forfeiture Fund's payment agent, U.S. Customs National Finance Center (NFC).
- (d) During the period of assignment to the Colorado and Wyoming Financial Crimes Task Force, the Arapahoe County Sheriff's Office will remain responsible for establishing the salary and benefits, including overtime of the officer(s) assigned to the Task Force and making all payments due them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture fund.
- (e) The Arapahoe County Sheriff's Office shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, which ever is sooner.
- (f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Arapahoe County Sheriff's Office, could change at any time.
- (g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand (\$15,000.00) dollars during the fiscal year.
- (h) This document does not obligate funds. Funding authority will be provided through other documents.

- (i) The Arapahoe County Sheriff's Office shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency's mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Arapahoe County Sheriff's Office wants the Electronic Funds transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

IV. REVISIONS

The terms of this MOU may be amended upon the written approval of both the Arapahoe County Sheriff's Office and the U.S. Secret Service. Such amendment is effective upon the date of approval.

SAIC Kerry O'Grady
U.S. Secret Service
Denver Field Office

Sheriff David C. Walcher
Arapahoe County Sheriff's Office

Date: _____

Date: _____

SAIC - Stuart Tryon
U.S. Secret Service
Criminal Investigations Division

Date: _____

RESOLUTION NO. It was moved by Commissioner and duly seconded by Commissioner to authorize the Chair of the Board of County Commissioners to authorize the Sheriff to sign the Memorandum of Understanding between the United States Secret Service (USSS) and Arapahoe County Sheriff's Office allowing the Arapahoe County Sheriff's Office to join the United States Secret Service's Colorado & Wyoming Financial Crimes Task, pursuant to the terms contained therein.

The vote was:

Commissioner Bockenfeld, ; Commissioner Doty; Commissioner Holen ; Commissioner Jackson ; Commissioner Sharpe, .

The Chair declared the motion carried and so ordered.



Board Summary Report

Date: March 28, 2016

To: Board of County Commissioners

Through: Dave Schmit, Director Public Works and Development

From: Chuck Haskins, Engineering Services Division Manager

Subject: **TRAIL EASEMENT AND MAINTENANCE AGREEMENT WITH THE CITY OF GREENWOOD VILLAGE**

Request and Recommendation

This is an agenda item for the purpose of granting a trail easement to the City of Greenwood Village over an unused Right-of-Way (ROW) adjacent to the proposed Greenwood Village's Huntington Caley Master Plan project. In exchange for the trail easement, the City of Greenwood Village has agreed to assume maintenance responsibility of the ROW. The Engineering Service Division staff recommends that the Board of County Commissioners (BoCC) approve the Trail Easement and Maintenance Agreement.

Background

The E. Fair Avenue ROW was dedicated on 12/22/1964 for roadway purposes serving future development within section 22. As the area developed, this portion of ROW located between the Maplewood Oaks Subdivision and the Enclave Condominuims was never improved as a public roadway. The ROW is currently used as an emergency access to both the Maplewood Oaks and The Enclave subdivisions. Staff does not anticipate anyother future need for the ROW as the area is completely built-out. Recently Public Works and Development (PWD) staff was approached by Greenwood Village staff requesting use of this area as a recreational trail.

Links to Align Arapahoe

*Increase Intergovernmental Cooperation
 Improve Park, Trail and Open Space Opportunities
 Optimize Use of Resources*

Discussion

PWD considers this trail easement and maintenance agreement as benifical to all parties as it provides recreational uses for residents in the area, transfers maintenance of this area from Arapahoe County to Greenwood Village and allows the City to complete their trail masterplan project.

Alternatives

PWD sees no viable alternative to this proposal. Vacation of the ROW would grant additional land to the adjoining property owners which would require that the City of Greenwood Village negotiate purchase of the land from those property owners.

Fiscal Impact

No fiscal impact to the County as this trail easement and maintenance agreement eliminates County maintenance responsibility.

Concurrence

There is no significant impact on departments, agencies, boards, committees or citizen groups. The City of Greenwood Village conducted a community outreach effort as part of the Hunington Caley Master Plan project.

Attorney Comments

This item has been reviewed by PWD Mapping, Engineering and the County Attorney's Office.

Reviewed By:

Chuck Haskins
Robert Hill

RESOLUTION NO. _____. It was moved by Commissioner _____ and duly seconded by Commissioner _____ to approve the Trail Easement and Maintenance Agreement with City of Greenwood Village as presented by staff, and to authorize the Chair's signature on the Agreement.

The vote was:

Commissioner Bockenfeld, ____; Commissioner Doty ____; Commissioner Holen ____; Commissioner Jackson ____; Commissioner Sharpe, ____.

The Chair declared the motion carried and so ordered.

TRAIL EASEMENT AND MAINTENANCE AGREEMENT

THIS TRAIL EASEMENT AND MAINTENANCE AGREEMENT (the "Easement Agreement") is dated this _____ day of _____, 2016, by ARAPAHOE COUNTY, State of Colorado, a body corporate and politic ("Grantor"), and the City of Greenwood Village, a Colorado home rule municipality, having an address of 6060 S. Quebec Street, Greenwood Village, Colorado ("Grantee").

WHEREAS, Grantee desires to acquire an easement for the purpose of construction and maintenance of a public recreation trail on and through the property more particularly described and depicted in Exhibit A ("Easement Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth herein below.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under and through the Easement Property, for the purpose of constructing and providing the maintenance of a public recreational trail. Grantee agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property.

2. Unencumbered Title. Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances.

3. Operation and Maintenance.

a. The operation and maintenance of the recreational trail described herein and located within the Easement Property shall be the responsibility of the Grantee.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the land through which the easement runs, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement

Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, and the adjacent lands of Grantor over which Grantee has rights of ingress and egress, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 2 pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

c. Grantee acknowledges and agrees that the easement property described in Exhibit A provides emergency ingress and egress for the Enclave at DTC subdivision. Accordingly, Grantee shall not use the easement property in such manner as to prevent its use for emergency ingress or egress as needed.

6. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby. In addition, nothing in this Easement Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Grantor or Grantee, their officials, officers, employees, contractors, or agents, or any other person acting on behalf of a Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

7. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

b. This easement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This easement shall be of no force and effect until this easement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

ATTEST:

GRANTOR BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO:

Clerk to the Board

By: _____, Chair

GRANTEE: CITY OF GREENWOOD VILLAGE:

Ronald J. Rakowsky, Mayor

ATTEST:

Susan M. Ortiz, MMC

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND BEING IDENTICAL WITH THE LANDS DESCRIBED AND SET FORTH AT BOOK 1568, PAGE 238 FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE; SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 67 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF GREENWOOD VILLAGE, COUNTY OF ARAPAHOE, STATE OF COLORADO,

SAID BOOK 1568, PAGE 238 DESCRIBED SAID PARCEL AS:

SOUTH THIRTY FEET (30') OF THE WEST HALF (W 1/2) OF THE SOUTH HALF (S 1/2) OF TRACT TWENTY-THREE (23) CLARK COLONY IN THE WEST HALF (W 1/2) OF SECTION TWENTY-TWO (22) TOWNSHIP FIVE (5) SOUTH RANGE SIXTY-SEVEN WEST (R 67 W) OF THE SIXTH (6) PRINCIPAL MERIDIAN;

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT C, MAPLEWOOD OAKES SUBDIVISION, AS FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AT PLAT BOOK 106, PAGE 62, RECEPTION NO. 92-136592; SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND DEDICATED FOR PUBLIC RIGHT OF WAY AT BOOK 4979, PAGE 559 IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE; THENCE S89°34'46"E, ALONG THE SOUTH LINE OF THE LANDS DESCRIBED AT SAID BOOK 4979, PAGE 559 AND SAID TRACT C, A DISTANCE OF 324.72 FEET TO AN ANGLE POINT ON THE BOUNDARY OF SAID MAPLEWOOD OAKES SUBDIVISION; SAID POINT BEING ON THE WEST LINE OF LOT 10, BLOCK 3, OF SAID MAPLEWOOD OAKES SUBDIVISION; THENCE S00°37'20"W, ALONG THE WEST LINE OF SAID LOT 10, BLOCK 3, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 10, BLOCK 3; SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 1, BLOCK 1, THE ENCLAVE, A SUBDIVISION FILED IN THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE AT PLAT BOOK 94, PAGE 4, RECEPTION NO. 2767135; THENCE N89°34'36"W, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 1, THE ENCLAVE, A DISTANCE OF 324.72 FEET; THENCE N00°37'11"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9,742 SQUARE FEET, 0.224 ACRES, MORE OR LESS.

THIS LEGAL DESCRIPTION WAS PREPARED BY:

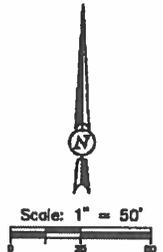
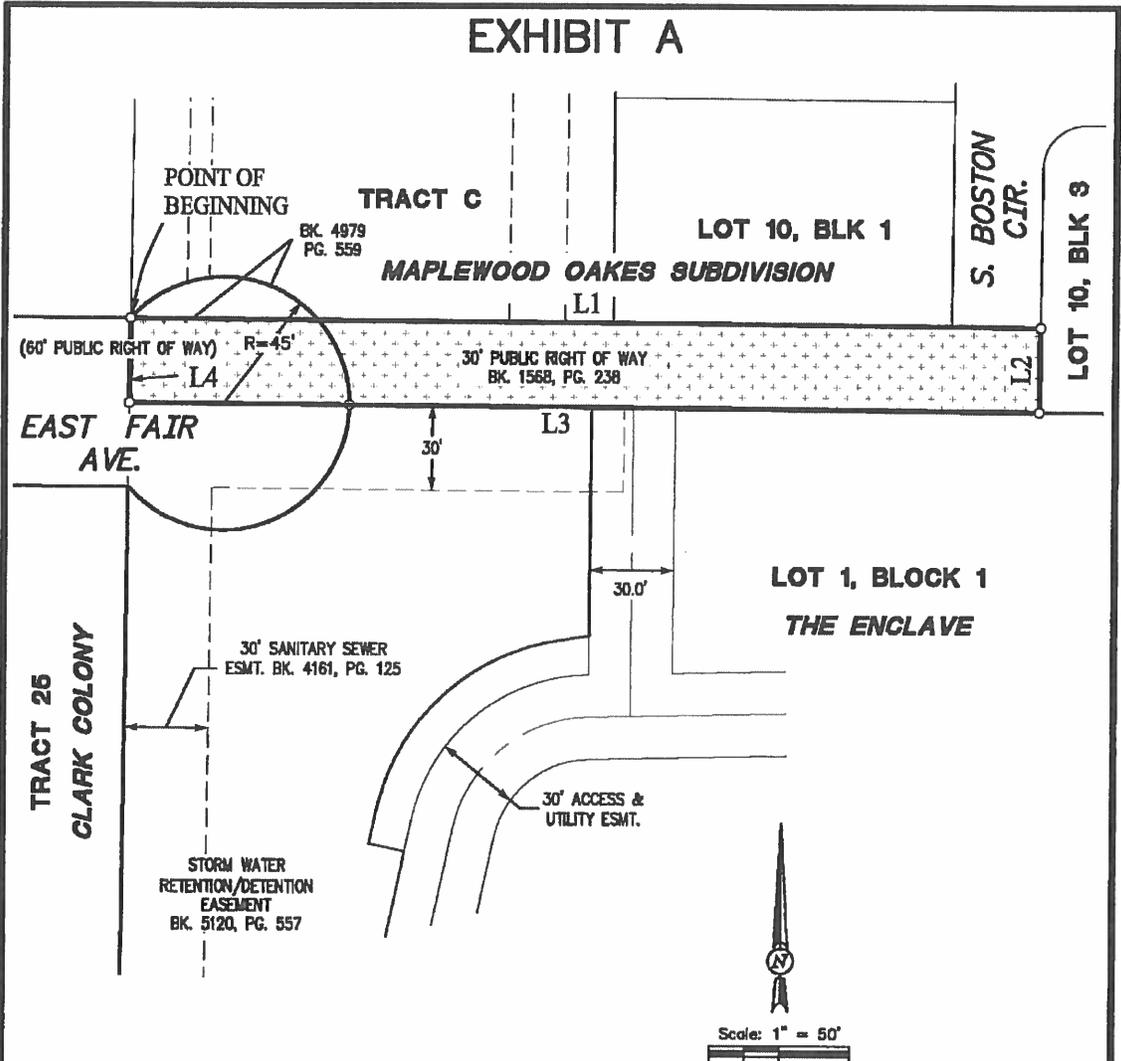
DONALD L. LAMBERT
COLORADO PLS 30830
FOR AND ON BEHALF OF
ESI LAND SURVEYING, LLC
3531 S. LOGAN STREET, UNIT D-324
ENGLEWOOD, CO 80113

PAGE 1 OF 2

*Esi land
surveying, llc*

*3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113*

EXHIBIT A



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S89°34'46"E | 324.72 |
| L2 | S00°37'20"W | 30.00 |
| L3 | N89°34'36"W | 324.72 |
| L4 | N00°37'11"E | 30.00 |

PAGE 2 OF 2

*Esi land
surveying, llc*

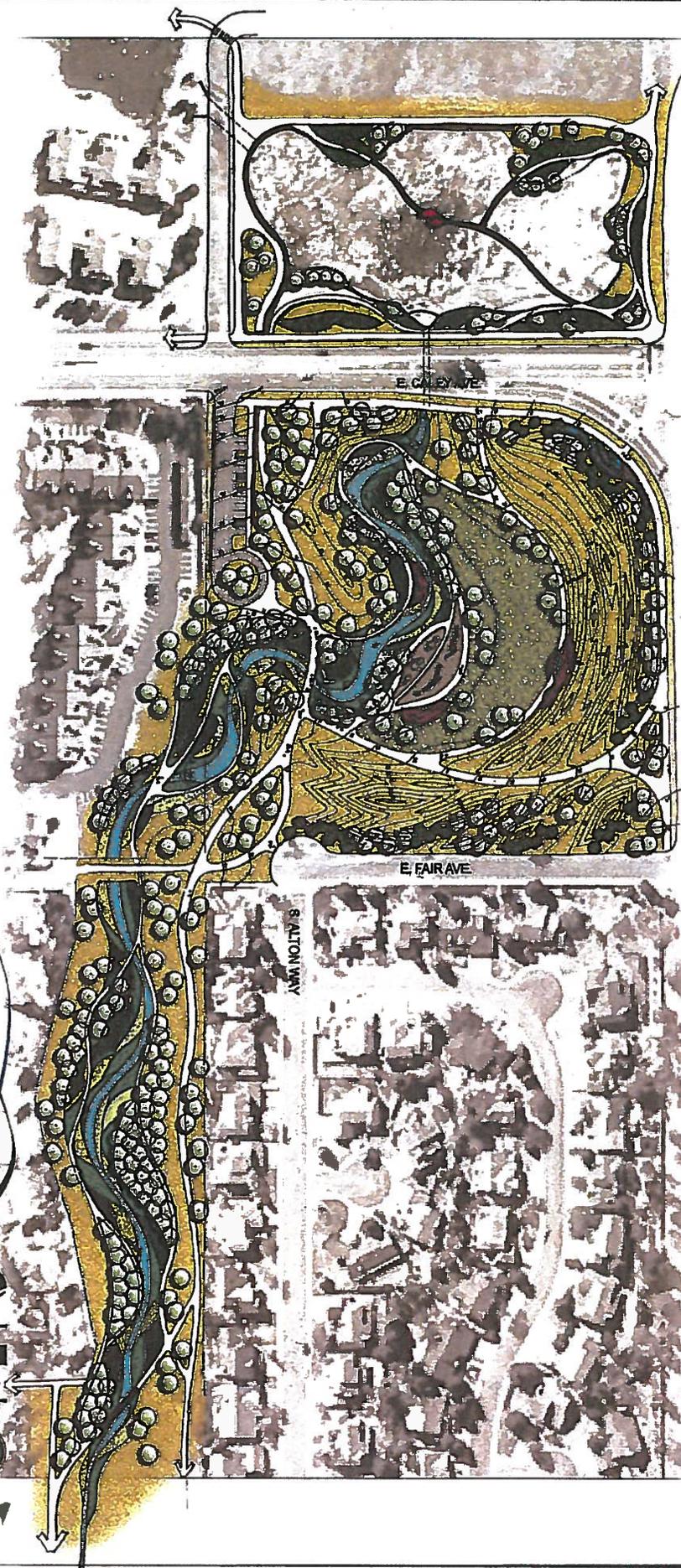
3531 S Logan St
Unit D-324
Englewood, CO 80113
Ph: 303-340-0113

P:\Esl Projects\Fair Ave GV\dwg\esl Fair Ave 121815.dwg 1/7/15 6:20:28 PM MST

DATE: 1/7/15 PROJECT NO. 15-165

HUNTINGTON CALEY

Master Plan



S YOSEMITE STREET

E CALEY AVE

E FAIR AVE

S ALTON WAY



