AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Intergovernmental Agreement; State of Colorado, Colorado Department of Public Safety and the Board of County Commissioners for the County of Gunnison; Participation in the Colorado Emergency Fire Fund

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: When executed **Term Ends:** 4/30/2018 **Grant Contract #:**

Summary:
The attached was just received by our office today, and it needs to be executed as soon as possible.

Fiscal Impact:

Submitted by: Randy Barnes **Submitter's Email Address:** rbarnes@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

2014 cost is within budgeted amount.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/15/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 6/18/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 6/23/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 7/1/2014 Follow Up Agenda Date:

Revised April 2013

2014 GUNNISON COUNTY ANNUAL OPERATING PLAN

Contents

PREAMBLE 4
PURPOSE 4
AUTHORITIES 4
RECITALS 5
INTERAGENCY COOPERATION 5
Interagency Dispatch Centers 5
Interagency Resources 5
Standards 5
PREPAREDNESS 5
Protection Planning 5
Protection Areas and Boundaries 5
Methods of Fire Protection and Suppression 5
Reciprocal (Mutual Aid) Fire Assistance 6
Acquisition of Services 6
Joint Projects and Project Plans 6
Fire Prevention 6
Public Use Restrictions 6
Burning Permits 8
Prescribed Fire (Planned Ignitions) and Fuels Management 8
Smoke Management 8
OPERATIONS 8
Fire Notifications 8
Boundary Line Fires 8
Response to Wildland Fire 10
Special Management Considerations 11
Decision Process 11
Cooperation 11
Communication 11
Cost Efficiency 12
Delegation of Authority 12

Preservation of Evidence 12
STATE EMERGENCY FIRE FUND (EFF) 12
USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES 14
Cost Share Agreement (Cost Share Methodologies) 14
Training 15
Communication Systems 15
Fire Weather Systems 15
Aviation Operations 15
Billing Procedures 16
Cost Recovery 17
GENERAL PROVISIONS 17
Personnel Policy 17
Modification 17
Annual Review 18
Duration of Agreement 18
Previous Agreements Superseded 18
EXHIBIT 1 19
EXHIBIT 2 25
EXHIBIT 3 30
EXHIBIT 4 38
EXHIBIT 5 41
EXHIBIT 6 48
GUNNISON COUNTY SIGNATURES 50
COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE 50
FEDERAL LAND MANAGEMENT AGENCY SIGNATURES 52

PREAMBLE

This annual operating plan is prepared pursuant to the Colorado Statewide Wildland Fire Management Annual Operating Plan (Statewide Agreement) and the Agreement for Cooperative Wildfire Protection (State to County Agreement).

PURPOSE

The purpose of this AOP is to set forth standard operating procedures and responsibilities to implement cooperative wildfire protection on all lands within Gunnison County.

This purpose comes from the notion that a fire, whether single jurisdiction or multiple jurisdictions, has the potential to affect all other jurisdictions in a given geographic area. In otherworld, a local fire affects the federal agencies and a federal fire affects the local agencies. As such, the policies, procedure, and concerns of all levels of government should be taken into account when making fire management decisions.

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
- Gunnison County, Intergovernmental Agreement for Participation in the Colorado Emergency Fire Fund, CSFS #108
- Agreement for Cooperative Wildfire Protection in Gunnison County, CSFS #109

RECITALS

Participants of this AOP include, Gunnison County Sheriff, Gunnison Board of County Commissioners, Division of Fire Prevention and Control (DFPC), U.S. Forest Service (USFS), and DOI Agencies. All participants of this AOP agree to coordinate their wildfire protection activities as outlined herein.

INTERAGENCY COOPERATION

Interagency Dispatch Centers

Montrose Interagency Dispatch Center (MTC)

Gunnison Regional Dispatch Center

Interagency Resources

See the "Directory of Personnel" section for resource and contact information in EXHIBIT 1.

Standards

Prior to dispatch out of local jurisdiction, all resources should meet NWCG standards.

PREPAREDNESS

Protection Planning

Each jurisdictional agency has ultimate responsibility for wildfire protection on its own lands. The County Sheriff is responsible for fire management efforts 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.

Protection Areas and Boundaries

The Fire Protection Districts and Ownership Map in EXHIBIT 2, reflects ownership and fire management responsibility for the purpose of this plan.

Methods of Fire Protection and Suppression

Mutual Aid Fire Protection, The use of the Incident Command System, Common Organizational Structure, Common Terminology, Common Operating Procedures, Known Qualifications of Emergency Personnel.

Reciprocal (Mutual Aid) Fire Assistance

Mutual aid wildfire protection has been established one mile on either side of common boundaries between all signatories to this plan. It is agreed that there should be no delay in initial response pending determination of the precise location of the fire, land ownership, or responsibility.

All parties agree to reciprocal mutual aid assistance throughout the initial attack period that can be up to 24 hours which may end earlier by mutual agreement, and preferably by 11:59 pm for ease in financial accounting of costs incurred. "Initial attack period" is defined as fire management from the time of initial report of the fire to the agreed upon termination of mutual aid. The jurisdictional agency should assume responsibility (financial as well as command) for management at the earliest possible time.

The non-reimbursable initial attack period will also apply to any local Incident Management Group (IMG) formed to provide overhead fire assistance.

Acquisition of Services

N/A

Joint Projects and Project Plans

If parties to this plan conduct a cooperative prescribed fire, a Cooperative Agreement with a Financial Plan will be established prior to the beginning of implementation of the project.

Fire Prevention

The signatories agree to cooperate in the development and implementation of fire prevention programs.

<u>West Region Wildfire Council</u>

The West Region Wildfire Council (WRWC) has become a regionally recognized resource for wildfire prevention matters. WRWC promotes wildfire preparedness and mitigation education. The WRWC's mission is to mitigate loss due to wildfire in wildland urban interface communities while fostering interagency partnerships to help prepare counties, fire protection districts, communities and agencies to plan for and mitigate potential threats from wildfire. www.COwildfire.org

Public Use Restrictions

The purpose of Fire Restrictions and Closures (Restrictions/Closures) is to reduce the risk of human-caused fires during unusually high fire danger; and for the protection of human life and property. Restrictions/Closures should be considered when weather factors and fuel conditions indicate an increased risk to public safety and firefighting personnel. Restrictions/Closures should be planned for the long-term danger and not change at short-term fluctuations in risk, weather, and fire danger.

Restrictions/Closures impose many limitations on the general public, and therefore should be implemented only after all other prevention measures have been taken. Restrictions/Closures should not be considered the equivalent of a fire prevention program.

Restrictions/Closures procedures should be uniform across administrative and geographic boundaries. Agency Administrators and fire management staff are responsible for coordinating with other agencies including, but not limited to, other federal land management agencies, Division of Fire Prevention and Control, Colorado State Parks, county sheriffs, county emergency managers, and local fire departments. The scope of the Restrictions/Closures will dictate how much coordination is necessary.

Annually, the parties to the Annual Operating Plan shall review and validate the Restrictions/Closures procedures and monitor the previous year‘s use of the procedures to ensure Restrictions/Closures are implemented consistently. The conditions identified in the Fire Restriction/Closure Evaluation Guidelines should be agreed upon by all fire 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/Closures will include a public awareness campaign, keeping the media and public informed of the possibility of Restrictions/Closures. All press releases, description of Restrictions/Closures, and other necessary agency documents will be available in template format before the start of the fire season. Development and issuance of news releases will be coordinated with all agencies for any implementation or rescission of Restrictions/Closures. Public information about Restrictions/Closures must be broad-based, clear, and coordinated.

When the conditions identified in the Fire Restriction/Closure Evaluation Guidelines approach critical levels for an area, fire management staff will make Restriction/Closure recommendations to Agency Administrators. Agency Administrators and fire management staff will be responsible for monitoring these conditions.

Each agency must write their own Fire Prevention Order which authorizes the Restrictions/Closures within their jurisdiction. Each is responsible for using their agency’s 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/Closures, standard language should be used in all Fire Prevention Orders (Prohibited Acts).

Exemption from prohibited acts may be granted to specific entities during a Restriction/Closure as allowed by local, state, and federal laws. Exemptions to a Fire Prevention Order will be included in the Order and identify those persons or actions that are exempted from the prohibited acts. An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

County Sheriffs' that have emergency needs to bypass the Fire Restrictions and Closures procedures will immediately notify Montrose Interagency Dispatch Center of the status of Restrictions/Closures occurring in their jurisdictions.

When a level of restriction is no longer needed, the Restriction/Closure may go to a lower stage by implementing a new, supplemental or modified Order; or the Restriction/Closure may be rescinded. Removal of Restrictions/Closures will follow the same procedures outlined above. See EXHIBIT 3.

Burning Permits

Each Agency can issue permits on lands within its jurisdiction. When such permits are issued for lands within the protection boundary of a cooperator, the cooperator shall be informed of the time and location the permit is issued.

Prescribed Fire (Planned Ignitions) and Fuels Management

The agencies agree to cooperate in the development and implementation of prescribed burning, appropriate management, and fuels reduction projects. The West Region Wildfire Council and the Colorado State Forest Service are available as a resource in acquiring grant funding for hazardous fuels mitigation, Firewise education, and community wildfire protection planning efforts for private landowners.

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

Smoke Management

Local considerations; use of Air Resource Advisors.

OPERATIONS

Fire Notifications

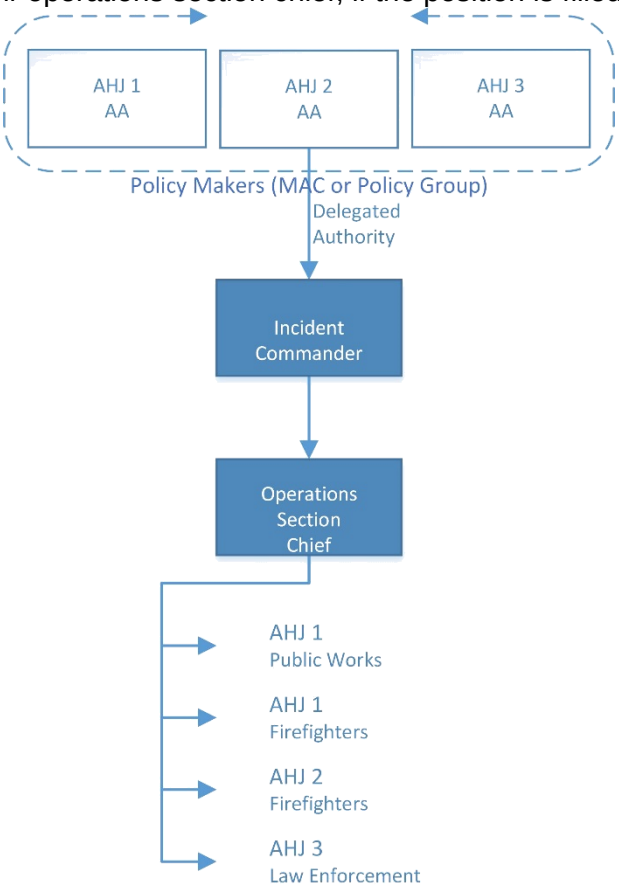
Gunnison Regional Dispatch Center and Montrose Interagency Dispatch Center (MTC) should meet annually to discuss dispatch coordination procedures. County Communications with MTC will receive reports of wildfires and coordinate the notification and/or dispatch of the appropriate jurisdictional agency for ALL wildfires, regardless of location.

Boundary Line Fires

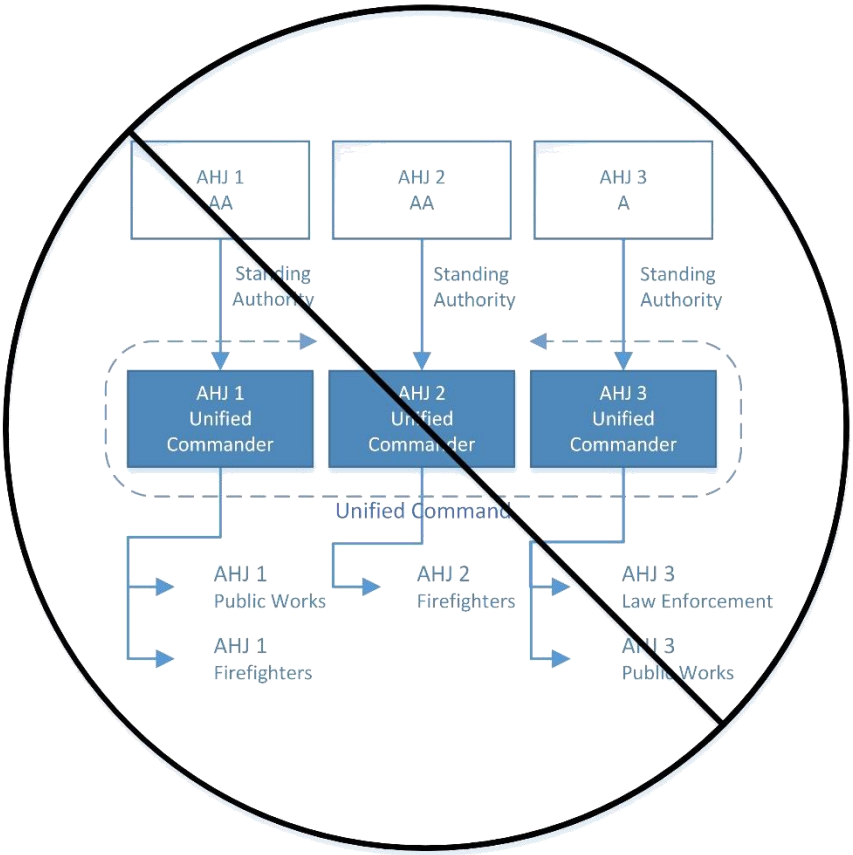
If a wildland fire crosses or threatens a jurisdictional boundary the protecting agencies on both side of the boundary have management responsibility. Anytime more than one jurisdiction with responsibility is involved in the management of a fire, a coordinated management approach should be utilized.

Multiple coordination methods exist to manage a multi-jurisdictional incident. The Incident Management System outlines the following methods (best practices, pitfalls, and policy restrictions will be discussed for each):

- Single incident commander (IC) with delegated responsibility from a group of agency administrators (AA): This method is the best practice for wildland fire management in western Colorado and should be utilized for all extended attack fires. With this method, an AA group is formed. It should consist of the policy makers or line officers (or their representative) from all jurisdictions and/or protecting agencies (AHJ) involved. This group will identify incident policies, priorities, constraints, and limitations, and will delegate the management of the incident to a single incident commander or incident management team. The incident commander will develop objectives and implement them through their operations section chief, if the position is filled.



If unified command is used it is important that the UC be represented by an individual agent (IC) of the group. The result of a different arrangement, could be the undesirable structure of multiple ICs with their own resources working on the same incident.



Both the *2014 Colorado Statewide Wildland Fire Management AOP* and local federal policy states that incidents involving federal agency firefighters should have a signal incident commander identified. The *2013 Interagency Standards for Fire and Fire Aviation* advocates using Unified Command in situations where there is more than one jurisdiction with responsibility involved.

Response to Wildland Fire

The closest forces should be dispatched without regard to jurisdiction, per the interagency mutual aid provision of this plan. The jurisdictional agency should assume responsibility for management at the earliest possible time, or as otherwise agreed. Agencies taking independent action within another agency's jurisdiction should notify that agency as soon as possible.

The Incident Command System (ICS) will be used on all wildfires in Gunnison County. Consideration should be made for federal agencies in regard to NWCG qualifications.

All requests by Gunnison County agencies for additional resources and assistance beyond initial attack shall be through the Gunnison Regional Dispatch Center. Requests for assistance beyond the capabilities of Gunnison County shall be made through MTC.

Requests by federal agencies for assistance from Gunnison County agencies shall also be made through MTC to County Communications. If the fire is on or threatening state or private land, and is expected to exceed the control capabilities of the county, the DFPC Regional FMO will be notified.

An analysis of an incident needs to be conducted at a level commensurate with the complexity of the incident. The jurisdictional agency(s) will be responsible for conducting this post-incident analysis. Local agencies/entities that were not directly involved in the incident but could potentially benefit from participating will be invited to attend.

Special Management Considerations

Use of mechanized equipment in special designation areas and heavy equipment on federal lands, requires approval of a representative of the jurisdictional agency.

Decision Process

A decision support system (DSS) may be utilized for fires that have the potential to be designated as an EFF fire or affect multiple jurisdictions and have the potential to go into extended attack. This important evaluation tool is used to select strategic alternatives and is especially useful to an incoming Incident Management Team. DFPC may assist with a non-EFF DSS, but has no authority to sign on non-EFF fires.

DFPC requires that a DSS be completed for all fires that receive a FEMA declaration and recommends a DSS 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.

Federal agencies are required to utilize the Wildland Fire Decision Support System (WFDSS) for fires on their lands. If multi-jurisdictional fires occur that involve federal lands, then one WFDSS should be completed for the incident that includes input from all affected jurisdictional agencies.

Cooperation

All agencies will continue to develop the objectives to be used in preventing unwanted wildland fire from crossing the jurisdictional boundaries, and how all parties will be involved in developing mitigations which would be used if a wildland fire does cross jurisdictional boundaries.

Communication

The Fire Emergency Radio Network (VFIRE 21) (154.2800 MHz) will be used for interagency communication on wildland fires, unless or until alternate frequencies are agreed on.

For the purposes of conducting business authorized by the Statewide Agreement and this cooperative plan, all parties to this operating plan agree that supporting agencies may use the jurisdictional agency's radio frequencies as needed to conduct emergency communications on

fires of the jurisdictional agency. No party to this operating plan will use, or authorize others to use, another agency's radio frequencies for routine daily operations.

Cost Efficiency

Jurisdictions will identify cost containment objectives which may influence management strategies Points to consider include safety, loss and benefit to land, values at risk, resources, social and political values, and existing legal statutes.

Delegation of Authority

In the event of an extended attack incident, a Delegation of Authority will be provided to the Incident Commander by agencies of jurisdiction. A written Delegation of Authority will be issued to the Incident Commander no later than 12 hours after the transfer of command.

Preservation of Evidence

The Jurisdictional Agency will be responsible for fire origin and cause investigation. Regardless of whether the Initial Attack Incident Commander is a representative of the Jurisdictional Agency, he or she should protect and preserve the general origin area of the fire, as well as information and evidence pertaining to the origin and cause of the wildland fire. The general origin area of the fire should be immediately identified and protected by the first Participant to arrive on the scene in order to protect evidence for the fire origin and cause investigation. Fire cause investigations are required for Federal Fires, State Fires, and any wildland fire that receives a Federal Emergency Management Agency declaration. The Participants acknowledge that an accurate origin and cause investigation and determination is essential to an effective and fair administrative, civil or criminal action. Federal policy requires Federal agencies to use a NWCG qualified Fire Investigator (INVF) and to pursue cost recovery for all human caused fires on public land.

Colorado Revised Statute 32.1.1002 states that all fire district Chiefs shall case an investigation on all fires within the district boundary.

STATE EMERGENCY FIRE FUND (EFF)

A DFPC representative should be on site for an EFF evaluation. DFPC will assist the county sheriff in the analysis of the fire’s actual or potential condition to exceed the county’s management capability. This information will be provided to the DFPC Regional FMO who will make the final decision on EFF applicability. In summary, EFF can only be implemented upon request of the County, and mutual agreement of both County and DFPC.

Gunnison County Sheriff: as Fire Warden for the County (CRS 30-10-513), the Sheriff will represent the County in the request for EFF declaration to the DFPC Regional FMO, and

subsequent delegations and assumptions of authority (DFPC 4). The Sheriff will coordinate other County entities in his representation.

Gunnison County Commissioners: are signatories to the (DFPC 4) “Assumption of Fire Control Duty” for fires the DFPC DIRECTOR approves for EFF. Delay in signing the (DFPC 4) will result in increased costs for the county. Gunnison County may implement state or local emergency provisions that they determine appropriate to minimize such delays (See CRS 24-32-2109, CRS 30-11-107 and others).

All EFF fires will utilize a Unified Command. If land administered by another agency is threatened or involved, that agency will provide a member to the Unified Command.

Implementation of the EFF can be done only by the DFPC upon the recommendation of the local DFPC Representative, following a request from the County Sheriff. For this reason, it is important that the DFPC Regional FMO be notified immediately of major fires on private/state lands within the county. Should the fire surpass, or threaten to surpass, the ability of county resources to contain it, EFF implementation can occur only with a DFPC representative on scene. Before requesting EFF implementation, the County must first complete form (DFPC 1). This information will assist DFPC in completion of form (DFPC 3), which is required before request for implementation is given to the DFPC FMO.

All EFF participating Counties must have identified a minimum county commitment to any incident, which has EFF potential. This is not a maximum county resource commitment, and is not the only resources the county is required to use on the incident in order to request EFF implementation. It is understood that if tactics of a given incident make some of this equipment inappropriate, alternate resources can be negotiated.

For Gunnison County this minimum commitment is: 1 Deputy, 1 Dozer, and 1 Water Tender.

It is understood that the minimum county commitment may include resources owned by the county and other resources including fire department and/or contractors that are the financial obligation of the county.

DFPC will transfer command of an EFF fire back to the county when fire spread has been contained or controlled, the Agency Administrator’s objectives have been met and a written plan has been prepared for the next operational period.

Following all wildfires, the jurisdictional agency will conduct a timely incident analysis at a level commensurate with the complexity of the incident. Supporting agencies shall be included in these reviews.

Qualifications for local resources utilized for local wildfires will meet local agency standards. Local wildfires, as defined herein, shall mean those wildfires within Gunnison County. National Wildfire Coordination Group “Qualification Cards” are required for all line assignments on federal jurisdiction fires beyond the initial attack period.

Fire cause determination is required for EFF and FEMA incidents. Fire cause should be determined early in the incident. The suspected point of origin should be immediately flagged off and otherwise protected from contamination by initial and extended attack forces until such time as the fire cause investigation is completed. Fire cause determinations and other investigations are the responsibility of the jurisdictional agency. The County Sheriff's representative may request a NWCG qualified wildland fire investigator (INVF) assistance by placing a resource order through the interagency dispatch centers.

The responsibility for incidents, other than wildland fire emergencies, rests with the jurisdictional agency(s). Cooperation and assistance may be rendered under this plan by utilizing the Cost Reimbursements process. A mutual aid period does not apply to these incidents, unless superseded by other existing agreement(s).

Rehabilitation is not covered under EFF (County/State Emergency Fire Fund). Repair of damage caused by wildfire management may be authorized by the DFPC Agency Administrator only as part of the Incident Action Plan during the EFF period.

Various cost-share programs for wildfire land rehabilitation are available for private land including the Emergency Watershed Stabilization Program from the U.S. Department of Agriculture, National Resources Conservation Service. Reference EXHIBIT 4.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

Cost sharing agreements should not dictate the management of a fire.

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.

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. Cost Share Agreements should be based on the land management and incident objectives as well as ecological, social, and legal consequences, the circumstances under which a fire occurs, the cause of the fire and the likely consequences to firefighter and public safety and welfare, natural and cultural resources, and values to be protected.

DFPC- When a wildfire is accepted by the State, a cost share agreement may be negotiated between DFPC and affected jurisdictional agencies.

Federal Agencies- Federal agencies agree not to bill one another.

Training

Standard approved fire training courses are provided periodically by DFPC, USFS, BLM, NPS, DHSEM, and other agencies. As these courses are scheduled, all cooperators will be informed and invited to participate. The Training Committee is designed to help get training to all participants in the six counties of the Montrose Interagency Dispatch Center, by doing a yearly analysis and then holding the needed classes in a location that benefits the majority of all the participants. Individual training needs as well as agency prioritization will be considered and coordinated with the local zone training committee. DFPC will attempt to provide specific training opportunities for fire district personnel and other private organizations as requested, and as time allows.

Communication Systems

Federal and county agencies operate on VHF frequencies.

See Frequency lists in EXHIBIT 5.

Fire Weather Systems

To get updated fire weather visit: http://www.crh.noaa.gov/gjt/?n=firewx

Aviation Operations

All aircraft should be ordered through or coordinated with Montrose Interagency Dispatch Center.

When a combination of factors or events, as agreed to by the Sheriff and DFPC, creates a situation that warrants pre-positioning of a single engine air tanker (SE/AT) in or near Gunnison County, the Sheriff should request through the DFPC Regional FMO. Factors may include, but are not limited to, multiple starts within a 24-hour period, high occurrence of dry lightning, persistent Red Flag Warnings, or the unavailability of other air tankers. The SE/AT may be pre-positioned at the Gunnison/Crested Butte Regional Airport or Montrose Regional Airport he DFPC will notify participants to this plan when a SE/AT is pre-positioned in Gunnison or Montrose. The request procedure for the SE/AT is the same for all other aircraft through Montrose Interagency Dispatch Center.

Colorado Army Air National Guard helicopters with 200 gallon buckets are sometimes available for wildland fire management on state and private lands from Eagle. Request procedure is through the Sheriff to the Montrose Interagency Dispatch Center. These aircraft are federally carded and have programmable radio capability. There can be substantial costs for use of these ships. Costs are handled on a case-by-case basis.

The Wildfire Emergency Response Fund (WERF) is intended to reimburse the local/county non-federal agency for the first air resource per the WERF guidelines (see attached EXHIBIT 6). WERF was created to provide funding or reimbursement for the first aerial tanker flight or first hour rotor time for a helicopter when ordered at the request of any county sheriff, municipal fire department, or fire protection district. The WERF only applies to initial attack of state/private land fires.

After the first air tanker load, subsequent loads will be at jurisdictional agency cost, and only upon authorization by the sheriff, fire chiefs, or their representative. The fund does not cover lead planes or aerial observer aircraft. This fund does not pay costs of additional personnel associated with the helicopter. Any aircraft use or orders beyond the scope of WERF is entirely the responsibility of the requesting agency / individual. Additional details are found in the WERF Operating Procedures.

The County Sheriff or County Fire Protection District Fire Chief orders aircraft through Montrose Interagency Dispatch Center. The requesting unit must provide to Montrose Interagency Dispatch Center the Incident Name, General Location, Coordinates (Latitude / Longitude preferred), Ground Contact and Radio Frequency, and a brief report of any aircraft in the area and any known hazards to aircraft. The ordering agency is ultimately responsible for notifying DFPC of a WERF request to ensure funds are currently available. Montrose Interagency Dispatch Center is willing to pass this notification on for the ordering agency, if so desired.

Billing Procedures

Local agencies do not have authority to obligate federal agencies to pay for expenses incurred in fire management. Similarly, federal agencies do not have authority to obligate state or counties to pay for any federal expense incurred in fire management (even when on private and state lands) without an agreement in place. The rule “if you order it, you pay for it” generally applies.

When a fire is accepted by the State as an EFF incident, the Cost Share Principles agreed to by State and federal agencies will apply.

For non-state or non-EFF fires, it is up to the county to negotiate cost sharing on federal, state and private land fires. It is acceptable (and frequent) for each party to agree to pay for their own resources. DFPC is available to assist with this process, if requested.

All costs, beyond the mutual aid period and documented through the resource order process shall be considered reimbursable. When a wildfire occurs on lands of more than one agency and costs are incurred in addition to the initial attack, one of the following options may be used to determine reimbursable costs to the agencies involved:

a. Each agency assumes its own costs as expended by it in the fire control effort.

b. Division of fire costs based upon ownership and acreage percentages.

c. Each agency agrees to a portion of the management costs.

Billing between federal and county agencies will be submitted through DFPC. Cooperative (CM-2) fire engines are considered state resources. Reimbursement for these engines shall be made directly to the State.

All DFPC cooperators subject to DFPC reimbursement will have invoices sent to DFPC State Fire Division Office within 30 days after incident resources are released. The DFPC Fire Division will process payment as soon as possible after receiving the invoice. Invoices are required to have proper documentation before the process for payment can be completed.

Equipment use rates are documented in Cooperator Resource Rate Forms (CRRF) for local resources.

For the most up to date reimbursement guidelines, visit http://dfs.state.co.us/

Cost Recovery

In the event that cost recovery is pursued on a trespass fire (regardless of ownership), all costs from the time of initial report of the fire (including mutual aid) may be pursued. Federal policy requires Federal agencies to pursue cost recovery for all human caused fires on public land.

GENERAL PROVISIONS

Program review will be held at the annual fire operating plan meeting in the spring or as needed.

Personnel Policy

The primary purpose of this operating plan is to ensure prompt response to wildland fires. Any interagency dispute arising from these procedures will be resolved on site by the Unified Command or by the jurisdictional agency administrators. When necessary, following the conclusion of the fire incident, a panel of agency representatives other than the participants in the incident will review and resolve the dispute.

Modification

Mid-year changes are to be avoided; however, if an agency becomes unable to uphold commitments, it should notify all parties to this plan.

Annual Review

This AOP must be reviewed annually. If no changes are made, a statement letter with signatures of all parties to this AOP will be distributed.

Duration of Agreement

Unless terminated sooner as provided herein, this AOP shall remain in full force and effect from May 1, 2014 to April 30, 2015. This AOP may be terminated at any time by mutual and written agreement of the Participants.

Previous Agreements Superseded

Once signed this plan will supersede the 2013 Gunnison County AOP sign on or before May 1, 2013

EXHIBITS

EXHIBIT 1

DIRECTORY OF PERSONNEL AND/OR AUTHORIZED AGENCY REPRESENTATIVES

Gunnison County			970-641-8201		
NAME/TITLE	CITY/STATE	AREA CODE	OFFICE COMM.	CELL PHONE/ PAGER	HOME
MATTHEW BIRNIE COUNTY MANAGER	GUNNISON, CO	970	641-0248	901-1928)	349-6225
PHIL CHAMBERLAIN COUNTY COMMISSIONER	GUNNISON, CO	970	641-0248	209-2910	349-6862
PAULA SWENSON COUNTY COMMISSIONER	GUNNISON, CO	970	641-0248	209-6920	641-8997
JONATHAN HOUCK COUNTY COMMISSIONER	GUNNISON, CO	970	641-0248	275-9625	641-0248

GUNNISON COUNTY SHERIFF'S DEPARTMENT					
NAME/TITLE	CITY/STATE	AREA CODE	OFFICE COMM.	CELL PHONE/ PAGER	HOME
RICK BESECKER COUNTY SHERIFF	GUNNISON, CO	970	641-1113	497-9154	641-2758
RANDY BARNES UNDERSHERIFF	GUNNISON, CO	970	641-1113	209-7851	
SCOTT MORRILL EMERGENCY SERVICES DIRECTOR	GUNNISON, CO	970	641-2481	275-1370	275-1370
GUNNISON COUNTY EOC	GUNNISON, CO	970	641-7607		

GUNNISON FIRE PROTECTION DISTRICT **PO BOX 1515**				DISPATCH 970-641-8201	
NAME/TITLE	CITY/STATE	AREA CODE	OFFICE COMM.	CELL PHONE/ PAGER	HOME
DENNIS SPRITZER CHIEF	GUNNISON, CO	970		641-8153	641-0832
Captain -	GUNNISON, CO	970			
Captain -	GUNNISON, CO	970			
Assistant Chief-EMS	GUNNISON, CO	970			

2/23/12

CRESTED BUTTE FIRE PROTECTION DISTRICT **PO BOX 1009** **RUGGED MOUNTAIN FIRE PROTECTION DISTRICT** **PO BOX 570** **PITKIN VFD** **PO BOX 235** **ARROWHEAD FIRE PROTECTION DISTRICT** **2069 SPRUCE RD**			DISPATCH 970-641-8201 DISPATCH 970-874-2015 DISPATCH 970-641-8201 DISPATCH 970-641-8201		
NAME/TITLE	CITY/STATE	AREA CODE	OFFICE COMM.	CELL PHONE/ PAGER	HOME
RIC EMS CRESTED BUTTE CHIEF	CRESTED BUTTE	970	349-5333		349-6865
MIKE BYERS DISTRICT CHIEF ROBERT SIMINEO ASSISTANT CHIEF	SOMERSET	970	527-4197 527-4256	208-7995 314-6065	527-4988 527-4256
RAND MAKOWSKI PITKIN CHIEF STEVE PINKSTON ASSISTANT CHIEF DARWIN GEEFEY EMF DIRECTOR JOHN WISE	PITKIN	970			641-4057 641-5021 642-0104 641-6394
KEVIN STILLEY ARROWHEAD CHIEF		970	862-8277		862-8487

MONTROSE INTERAGENCY DISPATCH CENTER	FIRE TELEPHONE NUMBERS Commercial: 970-249-1010
ADDRESS 2465 South Townsend Avenue Montrose, CO 81401	NIGHT OR 24 HOUR TELEPHONE NUMBERS Commercial: 970-249-1010 After Hours: Phone rings to answering service
FACSIMILE NUMBER 970-240-5369	ELECTRONIC ADDRESS Email: **montrosedispatch@yahoo.com**

IF NO ANSWER ON ABOVE PHONE NUMBERS, CALL IN ORDER LISTED BELOW

NAME/TITLE	CITY STATE	AREA CODE	OFFICE COMM	CELL PAGER	HOME EMAIL
BECKY JOSSART Dispatch Center Manager Unit Aviation Manager	Montrose CO	970	240-5359	596-7414 (C)	**bjossart@blm.gov**
AMY COOK Assistant Dispatch Center Manager	Montrose CO	970	240-5354	275-3212 (C)	275-3212 (C) amymcook@fs.fed.us
KAREEN HOLLENBECK Lead Dispatcher	Montrose CO	970	240-5352	209-7391 (C)	249-1595 **khollenbeck@blm.gov**
VACANT IA Dispatcher	Montrose CO	970	240-5404		

BLM - SOUTHWEST DISTRICT FIRE MANAGEMENT	**FIRE TELEPHONE NUMBERS** **Commercial: 970-249-1010**
ADDRESS **2465 South Townsend Avenue** **Montrose, CO 81401**	**NIGHT OR 24 HOUR TELEPHONE NUMBERS** **Commercial: 970-249-1010**
FACSIMILE NUMBER **970-240-5369**	**EMAIL** **montrosedispatch@yahoo.com**

NAME/TITLE	CITY	AREA CODE	OFFICE COMM	CELL	HOME
MIKE DAVIS **BLM FMO**	**Montrose**	**970**	**240-5351**	**596-5359**	
RANDY CHAPPELL **BLM FMO**	**Montrose**	**970**	**240-5373**	**596-6343**	**596-6343**
LORI VEO **Training / Fire Business Management**	**Montrose**	**970**	**240-5356**	**596-1510**	**596-1510**
CHRIS BARTH **Fire Mitigation & Education Specialist**	**Montrose**	**970**	**240-5317**	**596-0430**	**303-807-5096**

Black Canyon of the Gunnison NP Curecanti National Recreation Area	FIRE TELEPHONE NUMBERS Commercial: 970-249-1010
ADDRESS 102 Elk Creek Gunnison, CO 81230	NIGHT OR 24 HOUR TELEPHONE NUMBERS Commercial: 970-249-1010
Main Office- 970-641-2337 Fax- 970-641-3127	

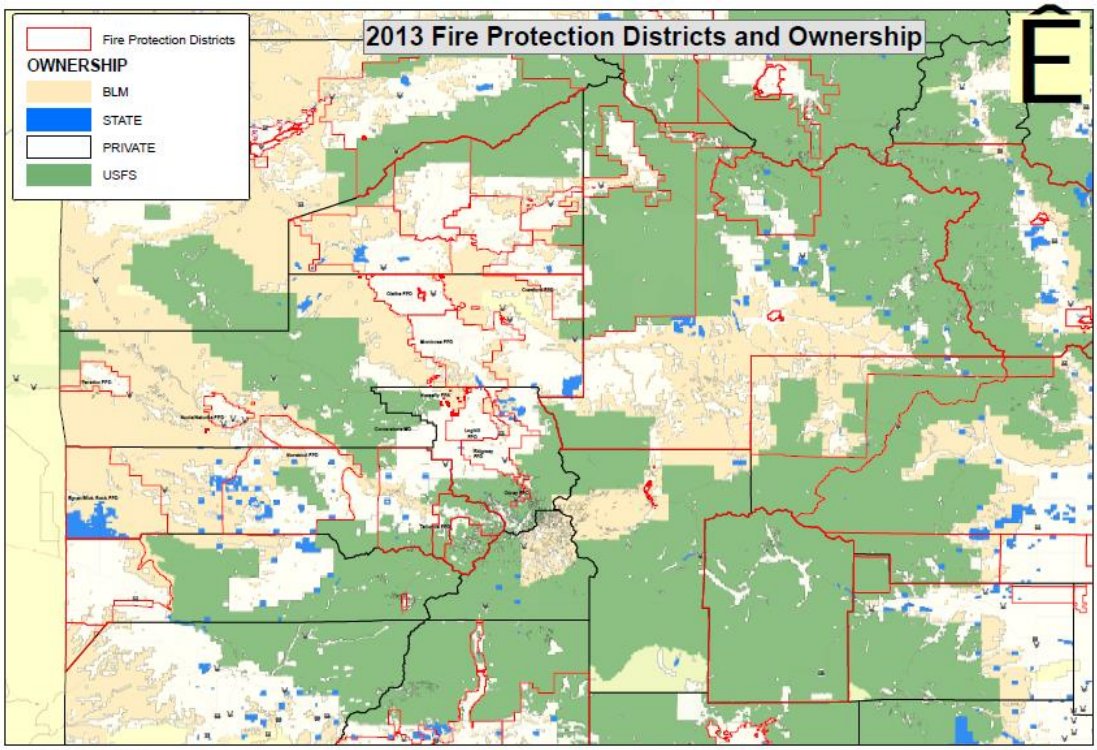
NAME/TITLE	CITY	AREA CODE	OFFICE COMM	CELL	Email
Joseph Flores Fire Management Officer	Dinosaur	970	374-3014	629-0191	Joseph_Flores@nps.gov
Ross Oxford Fuels Specialist	Grand Junction	970	244-3080	629-1908	K_Ross_Oxford@nps.gov
Ryan Thrush LE Ranger	Montrose	970	249-1914 x 427	596-5143	
Danguole Bockus Ecologist	Montrose	970	249-1914 x 432	417-7756	

Grand Mesa, Uncompahgre, Gunnison N.F.	**FIRE TELEPHONE NUMBERS** **Commercial: 970-249-1010**
ADDRESS **2465 South Townsend Avenue** **Montrose, CO 81401**	**NIGHT OR 24 HOUR TELEPHONE NUMBERS** **Commercial: 970-249-1010**
FACSIMILE NUMBER **970-240-5369**	**EMAIL** **montrosedispatch@yahoo.com**

NAME/TITLE	CITY	AREA CODE	OFFICE COMM	CELL	HOME
MICKEY SMITH Detailed Forest Fire Management Officer	Montrose	970	874-6619	435-260-2086	
COREY ROBINSON West Zone FMO (Norwood/Gunnison)	Montrose	970	327-4261		
PAT MEDINA East Zone FMO (Gunnison	Gunnison	970	642-4407	596-1086	641-4586
THAD CHAVEZ West Zone AFMO (Norwood/Gunnison)	Montrose	970	240-5386	901-9717	
ERIC BRANTINGHAM West Zone AFMO (Norwood/Gunnison)	Norwood	970	327-4261, ext. 4355	729-0562	327-4964

EXHIBIT 2

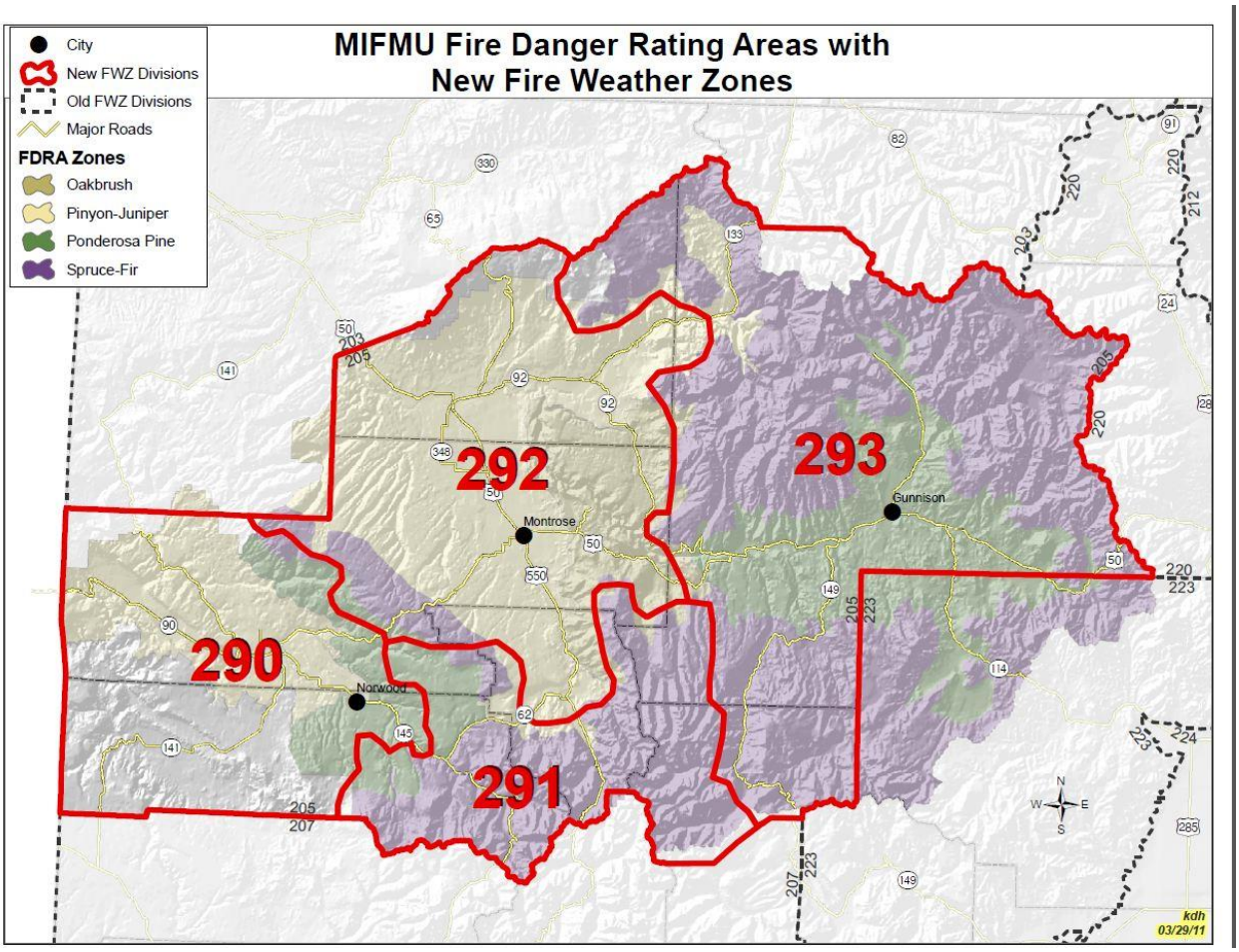
FIRE PROTECTION DISTRICT/OWNERSHIP MAPS

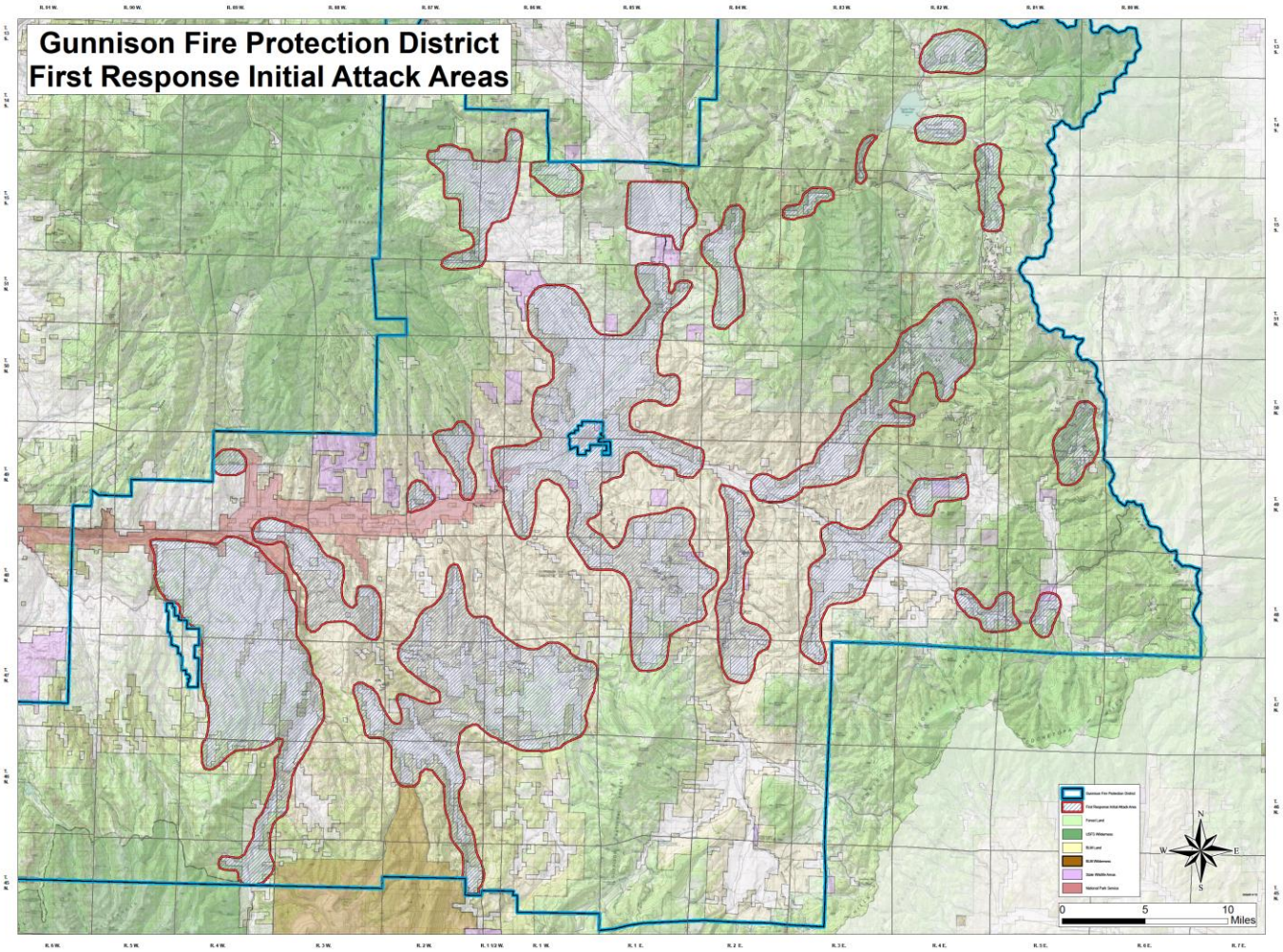


Map updated 1/31/13
CDFPC
Luke Odom
West Region FMO

0 4.5 9 18 27 36
Miles

DOLA website info
http://www.dola.state.co.us


MIFMU Fire Danger Rating Areas with
New Fire Weather Zones
City
New FWZ Divisions
Old FWZ Divisions
Major Roads
FDRA Zones
Oakbrush
Pinyon-Juniper
Ponderosa Pine
Spruce-Fir
292
293
290
291
Montrose
Gunnison
Norwood
kdh
03/29/11


Gunnison Fire Protection District
First Response Initial Attack Areas
0
5
10
Miles
N
S
E
W

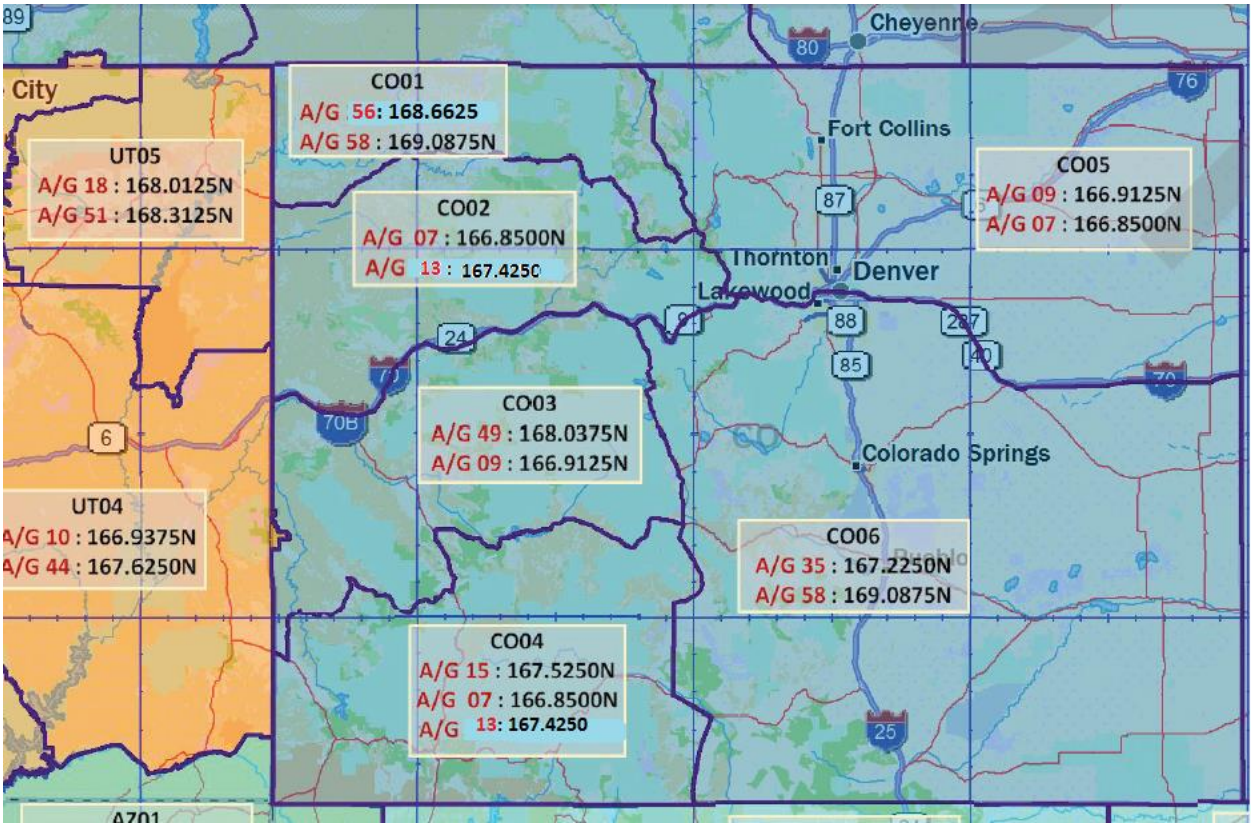

Cheyenne
City
CO01
A/G 56: 168.6625
A/G 58 : 169.0875N
UT05
A/G 18 : 168.0125N
A/G 51 : 168.3125N
Fort Collins
CO05
A/G 09 : 166.9125N
A/G 07 : 166.8500N
CO02
A/G 07 : 166.8500N
A/G 13 : 167.4250
Thornton
Denver
Lakewood
CO03
A/G 49 : 168.0375N
A/G 09 : 166.9125N
Colorado Springs
UT04
A/G 10 : 166.9375N
A/G 44 : 167.6250N
CO06
A/G 35 : 167.2250N
A/G 58 : 169.0875N
CO04
A/G 15 : 167.5250N
A/G 07 : 166.8500N
A/G 13: 167.4250

EXHIBIT 3

FIRE RESTRICTIONS and CLOSURES

Purpose

The purpose of Fire Restrictions and Closures (Restrictions/Closures) is to reduce the risk of human-caused fires during unusually high fire danger; and for the protection of human life and property. Restrictions/Closures should be considered when weather factors and fuel conditions indicate an increased risk to public safety and firefighting personnel. Restrictions/Closures should be planned for the long-term danger and not change at short-term fluctuations in risk, weather, and fire danger.

This guidance should provide fire management staff the tools to develop, implement, and legally enforce Restrictions/Closures. Further, by providing consistency and developing clear messages for the public and partners, this guidance will encourage public acceptance and compliance.

Restrictions/Closures 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 public education efforts. Restrictions/Closures should not be considered the equivalent of a fire prevention program.

Authority

Restrictions/Closures are enacted on federal, state, county, and private lands under federal, state, and local laws. Agency Administrators issue appropriate documents and are responsible for enforcing Restrictions/Closures for those lands on which they have jurisdiction. The authorities related to Restrictions/Closures on federally-managed lands are referenced below:

Bureau of Land Management

- 43 U.S.C. §1701, et seq. (Federal Land Policy and Management Act of 1976)
- 43 CFR, Part 9210 (Fire Management)
- 43 CFR, Part 9212 (Wildfire Prevention)

US Forest Service

- 16 U.S.C. §551; 18 U.S.C. §3559; and 18 U.S.C. §3571 (Violations and Penalties)
- 36 CFR Part 220.6 (Categorical Exclusions)
- 36 CFR Part 261.50 (Orders)

- 36 CFR Part 261.51 (Posting)
- 36 CFR Part 261.52 (Fire)

The complete references shown above may be found at:
United States Code (U.S.C.): http://uscode.house.gov/
Code of Federal Regulations (CFR): http://www.gpoaccess.gov/cfr/

Coordination

Restrictions/Closures procedures should be uniform across administrative and geographic boundaries. Agency Administrators and fire management staff are responsible for coordinating with other agencies including, but not limited to, other federal land management agencies, Tribal agencies, Congressional members, Colorado Division of Fire Prevention and Control, Colorado State Parks, county officials (commissioners, sheriffs, emergency managers), permitees, and local fire departments. The scope of the Restrictions/Closures will dictate how much coordination is necessary.

Annually, the parties to the Annual Operating Plan shall review and validate the Restrictions/Closures procedures and monitor the previous year's use of the procedures to ensure Restrictions/Closures are implemented consistently. The conditions identified in the Fire Restriction/Closure Evaluation Guidelines should be agreed upon by all fire management agencies in the county before the onset of fire season and will become part of the Annual Operating Plan.

Restrictions/Closures will be implemented and rescinded by fire restriction area and all agencies within the area will coordinate uniform levels and timing of restrictions, verifying that the trigger points have been reached.

Initiating a Restriction/Closure

When the conditions identified in the Fire Restriction/Closure Evaluation Guidelines approach critical levels for an area, fire management staff will make Restriction/Closure recommendations to Agency Administrators. Agency Administrators and fire management staff will be responsible for monitoring these conditions.

1. When conditions are identified as critical, fire management staff within the proposed fire restriction area will confer, review conditions, recommend that a fire restriction is necessary for their area of responsibility, and include a start date.

2. Before the respective agency(s) applies a restriction, they will coordinate with the other agencies in developing a schedule and plan for public notification.

3. The Montrose Interagency Dispatch Center and the Gunnison Regional Dispatch Center will be notified of Restrictions/Closures.

4. Law enforcement personnel for each agency should have an opportunity to review the Restriction/Closure Orders to assure they are enforceable prior to public release. Law enforcement and fire personnel should jointly develop a plan to enforce the restrictions.

5. Each respective agency will be responsible for assuring their Restriction/Closure Orders are properly completed and signed by the Officer with authority.

6. The Public Information Officer with responsibility for that fire restriction area will organize and initiate the media notification process.

7. Each agency will disseminate Restriction/Closure notification through web pages, signage, and media outreach according to agency guidelines. Additional patrols may be initiated in high risk-high value areas.

8. Each agency will inform agency personnel of the restrictions being enacted and discuss changes in their daily routines to compensate for the increased fire danger. Those responsible for public contact will be provided with a copy of the Restriction/Closure Order and appropriate map. Each agency will also ensure that all employees understand what each Restriction/Closure means.

County Sheriffs' that have emergency needs to bypass the Fire Restrictions and Closures procedures will immediately notify Montrose Interagency Dispatch Center of the status of Restrictions/Closures occurring in their jurisdictions.

Rescinding a Restriction/Closure

When a level of restriction is no longer needed, the Restriction/Closure may go to a lower stage by implementing a new, supplemental or modified Order; or the Restriction/Closure may be rescinded.

Removal of Restrictions/Closures will follow the same procedures outlined above. Agency Administrators and fire management staff must agree that the Restrictions/Closures should be removed in the fire restriction area.

Fire Restriction/Closure Evaluation Guidelines

When weather factors or fire suppression impacts become a concern, the following guidelines will be used to determine if Restrictions/Closures should be considered:

Montrose Interagency Dispatch Response Area at Preparedness Level 4 or Above, and:

Local fire activity is impacting local agencies' suppression resources; making adequate initial attack difficult.

Local 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.

Implementation of existing fire restrictions is not adequately reducing human-caused fires.

Consider initiating STAGE I Fire Restriction if:

- Preparedness Level is 4, and
- one of the above conditions is met.

Consider initiating STAGE II Fire Restriction if:

- STAGE I Fire Restriction has been in effect,
- Preparedness Level is 4 or above, and
- all of the above conditions are met.

Consider initiating STAGE III Closure if:

- STAGE II Fire Restriction has been in effect, and
- Preparedness Level is 5, and
- all of the above conditions are met.

Closures are extremely rare events, and will only be implemented in extraordinary situations, after significant interagency coordination, and 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 Fire Restrictions is no longer viable. Closures should be implemented only in situations where the public's safety cannot be guaranteed.

Prohibited Acts Under Stage I and II Fire Restrictions, and Stage III Closure

There will be three stages to fire restrictions – Stage I and II Fire Restrictions and Stage III Closures. Each agency must write their own Fire Prevention Order which authorizes the Restrictions/Closures within their jurisdiction. Each is responsible for using their agency's 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/Closures, the following language will be used in all Fire Prevention Orders:

STAGE I Fire Restrictions
The following acts are prohibited:

- Building, maintaining, attending, or using a fire, campfire or stove fire except within a permanent constructed fire grate in a developed campground, developed recreation site, or improved site.
- 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 Fire Restrictions
In addition to the prohibited acts of Stage I Fire Restrictions, the following acts are prohibited:

- Building, maintaining, attending, or using a fire, campfire or stove fire.
- Smoking, except within an enclosed vehicle or building.
- Operating a chainsaw or other equipment powered by an internal combustion engine.
- Welding, operating a torch with open flame, or any activities which generate flame or flammable material.
- Use of explosives.

STAGE III Closure
Stage III is a closure prohibiting entry to the affected area. The area is closed to all entry other than the following:

- Persons with a written fire entry and activity permit.
- Any federal, state, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- Resident owners and lessees of land within the closed area.

Closures are extremely rare events, and will only be implemented in extraordinary situations, after significant interagency coordination, and 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 Fire Restrictions is no longer viable. Closures should be implemented only in situations where the public's safety cannot be guaranteed.

The following acts are always prohibited on federally managed lands:

- The use of fireworks and other incendiary devices on public lands in Colorado
- Leaving fires unattended or unextinguished

Exemptions

Exemption from prohibited acts may be granted to specific entities during a Restriction/Closure under the authority of 43 CFR 9212.2 and 36 CFR 236.50 (Orders), and 43 CFR 9212.3 (Permits).

Exemptions to a Fire Prevention Order will be included in the Order and identify those persons who, without a written permit, are exempt from the closure or restrictions (43 CFR 9212.2 / 36 CFR 236.50). Further, 43 CFR 9212.3 states that Permits may be issued to enter and use public lands designated in Fire Prevention Orders when the authorized officer determines that the permitted activities will not conflict with the purpose of the Order. Each permit shall specify:

- The public lands, roads, trails or waterways where entry or use is permitted;
- The person(s) to whom the permit applies;
- Activities that are permitted in the closed area;
- Fire prevention requirements with which the permittee shall comply; and
- An expiration date.

An authorized officer may cancel a Permit at any time.

Exemptions from prohibited acts may also be included in the Fire Prevention Orders under the discretion of the Agency Administrator. Typically, exemptions included in an Order specify an allowable use of a prohibited act. Examples include:

The following acts are prohibited until further notice:

- Building, maintaining, attending, or using a fire, campfire or stove fire.

EXEMPTION: Use of a heating or cooking device fueled solely by liquid fuels that can be turned on and off is allowed.

- Operating a chainsaw or other equipment powered by an internal combustion engine.

EXEMPTION: Operating a chainsaw or other equipment powered by an internal combustion engine between the hours of 5:00 am and 11:00 am is allowed.

An exemption does not absolve an individual or organization from liability or responsibility for any fire started by the exempted activity.

Restriction/Closure Boundaries

Restrictions/Closures should be implemented on the smallest geographic scale to affect the fewest number of people.

For ease of implementation and interagency coordination, an Order should be designed to cover an easily identifiable, logical geographic area. This may be a county, district or field office boundary, a watershed, or an area bounded by specified roads or topographic features.
All Orders should be accompanied by a high-quality map clearly delineating the boundaries of the Restrictions/Closures in such a manner that the public can readily locate those boundaries

on the ground. As enforcement is a key component of every Order, the boundaries must be designed to facilitate compliance.

Various stages might be in effect in more than one geographic area across the landscape. However, before making the decision to implement more than one Restriction/Closure at a time on the landscape, there needs to be careful consideration of the potential for confusion and for potential effects on the public.

Communication

The planning process for Restrictions/Closures will include a public awareness campaign, keeping the media and public informed of the possibility of Restrictions/Closures. All press releases, description of Restrictions/Closures, and other necessary agency documents will be available in template format before the start of the fire season. Public Information Officers will then prepare a media notification plan to inform the public.

Development and issuance of news releases will be coordinated with all agencies for any implementation or rescission of Restrictions/Closures. Public information about Restrictions/Closures must be broad-based, clear, and coordinated.

Each agency will inform it's personnel of the Restrictions/Closures being enacted and discuss changes in their daily routine to compensate for the increased fire danger. Those responsible for public contact will be provided with a copy of the Order and appropriate map.

Public Information Officers for each agency will be responsible for notifying the public ways in which they can find the status of Restrictions/Closures for any area in Colorado. The intent is to better inform the public of Restrictions/Closures throughout Colorado when they may be planning activities at areas away from their homes.

Definitions

The following definitions should be used as part of, or referenced to, the Special Orders or laws that initiate and authorize a Stage I or Stage II Fire Restriction and a Stage III Closure:

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".

Chainsaw: A saw powered by an internal combustion engine with cutting teeth linked in an endless chain.

Closure: The closing of an area to entry or use.

Developed Campground: An area that provide designated campsites, toilets, picnic tables, and fire rings.

Developed Recreation Site: An area which has been improved or developed for recreation. A developed recreation site is signed as an agency-owned campground or picnic area and identified on a map as a site developed for that purpose.

Explosives: Any substance or article, including a device, which is designed to function by explosion (i.e., an extremely rapid release of gas and heat) or which, by chemical reaction within itself, is able to function in a similar manner even if not designed to function by explosion. For the purposes of these restrictions, firearms are not considered an explosive.

Fire Grate/Fire Ring: A permanent structure, installed by the agency managing the lands, that is used for building a campfire.

Fire Prevention Order (Order): A legal document restricting certain prohibited acts that is issued in times of increased fire danger and human-caused fire activity. Orders specify actions that are prohibited in specific areas under the jurisdiction of the agency with authority over the lands identified in the Order. Fire Prevention Orders also specify the duration of the restrictions and identify the legal references granting authority to restrict the mentioned acts.

Fire Restriction Area: The area that is covered by a Fire Restriction/Closure Order. Restrictions/Closures enacted cover the area defined by the Order as defined in the Order.

Fire: The burning of timber, trees, slash, brush, tundra, grass or other flammable material such as, but not limited to, petroleum products, trash, rubbish, lumber, paper, cloth or agricultural refuse occurring out of doors and includes campfires.

Improved Site: An area that has been cleared and has an established fire barrier that restricts fire spread, and includes improvements such as picnic tables and/or toilets.

Permit: A written document issued by an authorized agency representative to specifically authorize an otherwise prohibited act.

Restriction: A limitation on an activity or use.

Stove Fire: A campfire built inside an enclosed stove, grill or portable stove; including a space heating device.

Torch: Any of various lamp-like devices that produce a hot flame and are used for soldering, burning off paint, etc.

Welding: To unite or fuse (as pieces of metal) by hammering, compressing, or the like, especially after rendering soft by heat, and sometimes with the addition of fusible material like or unlike the pieces to be united.

EXHIBIT 4

GUIDELINES FOR EFF

The purpose of the Intergovernmental Agreement for Participation in the Colorado Emergency Fire Fund (EFF) is to: establish the County's basis for participation in the Emergency Fire Fund to provide for payments from the County to the Fund; and describe the conditions under which the Emergency Fire Fund will be managed. .

WILDFIRE PROTECTION

A. As required in the Cooperative Agreement, the County and DFPC shall jointly develop, review, and sign an Annual Operating Plan (AOP) before May 1 of each year with all cooperating agencies having wildfire suppression responsibilities within the County. Failure to complete the AOP by May 1 of any year during the term of this Agreement shall result in the automatic suspension of the County from EFF participation unless the County has requested, in writing, and received approval by the DFPC FMO, a 60 day extension of the May 1 date to complete the AOP, stating the specific reason(s) for the extension. The DFPC FMO shall, in his or her sole discretion, approve or deny the request in writing. Once completed, the AOP shall be made a part of this agreement and attached as Attachment B.

EMERGENCY FIRE FUND

A. The Emergency Fire Fund (EFF or "the Fund") has been established through the payments provided by participating Colorado counties and other entities entering into EFF agreements with the DFPC. The EFF is maintained as an account of Colorado State University, under the fiscal management of the DFPC FMO. Payments from the EFF account shall be made only in compliance with applicable laws, rules and regulations pertaining to Colorado State University funds, including, but not limited to, the State Fiscal Rules. The DFPC FMO is designated as the fiscal manager of all such monies received and all interest accrued in the

EFF. No upper limit shall be placed on the amount of funds in the EFF, and funds may accumulate from year to year.

B. Final decision making authority over fiscal management matters shall reside with the DFPC FMO on behalf of the Counties collectively.

C. The DFPC shall make distribution of these funds only upon direction of the DFPC FMO or his designee and will be subject to the “Emergencies” provisions of the State Fiscal Rules (Rule 2-2). Disbursements shall be limited to such expenditures incurred in controlling a designated wildfire as are within the then-current, unencumbered balance of the Fund.

D. If at any time during the term of this Agreement the EFF becomes depleted, or has insufficient funds to meet the expected needs of the Fund, the DFPC FMO will make every reasonable effort to obtain additional funds by requesting the Governor to make additional funds available. Should the DFPC FMO be unsuccessful in efforts to obtain additional funding, fire control costs will remain the County’s responsibility.

EFF IMPLEMENTATION

A. The County will make every effort to control fire(s) upon non-federal lands within the County with

resources available within the County. In the event that the County and the DFPC mutually agree that the fire(s) threatens to spread, or has spread, beyond control capability of the firefighting resources within the County (as outlined in the County’s Annual Operating Plan), the DFPC FMO (or his authorized designee) and the authorized County representative shall sign a Delegation of Duty giving the DFPC FMO command responsibility for the fire(s). Once command responsibility has been assumed by the DFPC, the County shall nevertheless continue to make its maximum effort to provide firefighting resources from within the County.

B. When a fire can again reasonably be managed by the County with resources available to it, command responsibility for incident management and for payment of all fire control costs will be returned by the DFPC FMO to the County. No expenditures made by the County prior to assumption by the DFPC FMO or after return to the County, will be eligible for payment by the EFF, without express prior approval of the DFPC FMO.

FIRE CAUSE DETERMINATION

A. As a condition precedent to entering into this Agreement, and to eligibility for continuing participation in the EFF throughout the term hereof, the County agrees that, in the

event of a human-caused fire, the Sheriff of said County shall conduct an investigation as to cause of such fire and will provide the DFPC FMO a copy of the preliminary investigation report within 30 days of control of the fire, and a final report upon the conclusion of that investigation consistent with State Law. The County Sheriff shall have administrative and financial responsibility with respect to the conduct of the investigation.

ADDITIONAL PROVISIONS

A. Compliance with Laws, Regulations and Requirements. Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders.

B. Assignment. Neither party shall assign or transfer any interest in this Agreement, nor delegate any of its obligations, nor assign any claims for money due or to become due to a party, without the prior written approval of the other party.

EXHIBIT 5

INCIDENT RADIO COMMUNICATIONS PLAN

INCIDENT RADIO COMMUNICATIONS PLAN	1. INCIDENT NAME MONTROSE INTERAGENCY DISPATCH INITIAL ATTACK	2. DATE/TIME PREPARED	3. OPERATIONAL PERIOD DATE/TIME

4. BASIC RADIO CHANNEL UTILIZATION

SYSTEM/CACHE	CHANNEL	FUNCTION	FREQUENCY	ASSIGNMENT	REMARKS
Fire TAC 7 (BLM Colorado)		Federal Tactical	TX/RX 169.2875	MIFMU Interagency	Initial Attack
V FIRE 21		State/County Tactical	TX/RX 154.2800 TX CG 156.7	V FIRE	Initial Attack
USFS (GOV) Work Channel		Work (Back-up Tactical)	TX/RX 164.9875	USFS	Open Jurisdiction (Federal)
BLM Work Channel		Work (Back-up Tactical)	TX/RX 168.3500	BLM	Open Jurisdiction (Federal)
LD Work Channel		Work(Back-up Tactical)	TX/RX 168.6125	BLM	Open Jurisdiction (Federal)
National Interagency or V FIRE		Air Tactical ZONE 3 ZONE 4	A/G 49 TX/RX 168.0375N / A/G 9 TX/RX 166.9125N A/G 15 TX/RX 167.5250N / A/G 31 TX/RX 171.525N / A/G 7 166.850N (**see attached map**)	Air to Ground	**Use V FIRE only if VFD can't program air frequencies**
Montrose Interagency Fire NORWOOD		NORWOOD Logistics Net	CH DISPLAY RX (Mhz) RX CG TX (Mhz) TX CG 1 RASPBRY 170.0250 173.8 165.4500 107.2 2 MANTI 170.0250 173.8 165.4500 167.9 3 NORTH MT 170.0250 173.8 165.4500 179.9	Incident to Montrose Dispatch	

			4	GRAYHEAD	170.0250	173.8	165.4500	123.0					
			5	MONTPORT	170.0250	173.8	165.4500	127.3					
			6	CARP RDG	171.4250		164.3750	136.5					
Montrose Interagency Fire East Side		MONTROE Logistics Net	CH	DISPLAY	RX (Mhz)	RX CG	TX (Mhz)	TX CG				Incident to Montrose Dispatch	***DO NOT USE BLM OR USFS PRIMARY FREQUENCIES FOR ON INCIDENT COMMUNCIATION.***
			1	RASPBRY	170.0250	173.8	165.4500	107.2					
			2	JUMBO	170.0250	173.8	165.4500	71.9					
			3	STRMKNG	170.0250	173.8	170.0250	173.8					
			4	PILOTKNB	170.4625	123.0	164.8250	131.8					
			5	BALD	170.4625	123.0	164.8250	136.5					
			6	GFR MONT	170.4625	110.9	164.8250	114.8					
			7	MONTPORT	170.0250	173.8	165.4500	127.3					
GUNNISON INTERAGENCY FIRE		GUNNISON LOG NET	CH	DISPLAY	RX (Mhz)	RX CG	TX (Mhz)	TX CG				Incident to Montrose Dispatch	
			1	W MOUNT	170.4625	123.0	170.4625	123.0					
			2	9 MILE	170.4625	123.0	164.8250	167.9					
			3	HILL 71	170.4625	123.0	164.8250	146.2					
			4	RENO DIV	170.4625	123.0	164.8250	151.4					
			5	MONARCH	170.4625	123.0	164.8250	156.7					
			6	BALD	170.4625	123.0	164.8250	136.5					
			7	PILOTKNB	170.4625	123.0	164.8250	131.8					
			8	RAZOR	170.4625	123.0	164.825	192.8					
			9	GUN PORT	170.4625	123.0	164.8250	127.3					
Black Canyon of the Gunnison National Park		NPS Logistics Net	CH	DISPLAY	RX (Mhz)	NAC	RX CG	TX (Mhz)	NAC	TX CG			
			1	NPSLOCAL	166.3000	3966	110.9	166.3000	0642	110.9			
			2	SAPINERO	166.3000	3966	110.9	166.9000	2064	91.5			
			3	GRNMTRPT	166.3500	3966	97.4	166.9500	1425	97.4			

			4	SHPSKNB	166.3000	3966	110.9	166.9000	0598	110.9			
			5	A NPS	166.3000	2404	110.9	166.3000	2404	110.9			
			6	A SAP	166.3000	2404	110.9	166.9000	2404	91.5			
			7	A GREEN	166.3500	0659	97.4	166.9500	0659	97.4			
			8	A SHEEP	166.3000	0659	110.9	166.9000	0659	110.9			
National Interagency		Air - Air ZONE 3 ZONE 4	TX/RX 126.475 TX/RX 126.275 (**see attached map**)									Air to Air	***Aircraft Use Only***
National Interagency		Air Guard	TX\RX 168.625 Tone on TX 110.9									Aircraft Emergency	***Emergency Use Only***

INCIDENT RADIO COMMUNICATIONS PLAN	1. INCIDENT NAME GUNNISON COUNTY SHERIFF/FIRE DEPT. RADIO FREQUENCIES	2. DATE/TIME PREPARED 4/16/13	. OPERATIONAL PERIOD DATE/TIME 2013

4. BASIC RADIO CHANNEL UTILIZATION

SYSTEM/CACHE	CHANNEL	FUNCTION	FREQUENCY	ASSIGNMENT	REMARKS
Gunnison County Sheriff's Department		Sheriff's Logistics & County Tactical	TX/RX 161.640 TX CG 151.4		Also V FIRE, NLEEC
Gunnison County Road & Bridge			RX 155.925 TX 153.980 TX CG 203.5		To Communications Center on 155.475 (NLEEC), also FERN
Gunnison Fire Rpt.			TX/RX 154.430 TX 153.770 TX/CG 151.4		Also FERN & County Repeaters
Gunnison Fire Tactical			RX/TX 154.145		Also FERN and County frequencies
Crested Butte FPD			RX/TX 154.190		Also FERN and County frequencies
9 MILE RENO MONARCH		Repeater	RX 168.425 TX 169.625 TXCG 179.9 RX 164125 TX 168.825 TXCG 151.4 RX 164.125 TX 164.825 TXCG 156.7		Also Sheriff's Dept. Net and FERN Tactical channels 1 & 2 can be used as Simplex TX/RX (with same TX tones)

2014 proposed GMUG FS Fire Program Group 1

Channel	Name	Display	RX (MHz)	RX CG	TX (MHz)	TX CG	Notes	FS repeaters	BLM Repeaters
1	Forest Service Tones	FS TONE	170.4625		164.8250	110.9	The tones are NOT the standard 16 tones.	Mud Hill	
2	Stormking	Stormkng	170.0250		170.0250	123.0		W Mountain	Grayhead
3	Jumbo		170.0250		165.4500	71.9			Jumbo
4	Abajo		170.0250		165.4500	186.2			Abajo
5	Lone Cone		170.0250		165.4500	179.9			Lone Cone
6	BLM Tones	L TONES	170.0250		165.4500	156.7		Monarch	
7	SOA 1	SOA 1	165.2250		169.9500	167.9		9 mile	Manti La Sal
8	SOA 2	SOA 2	169.9500		165.2250	103.5		Landsend Repeater	
9	FS Work	FDWORK	164.9875		164.9875	100.0		Landsend Base	
10	CO03 A/G 1	A/G 49	168.0375		168.0375	107.2		Island lake ??	Raspberry
11	CO03 A/G2	A/G 9	166.9125		166.9125	114.8		Montpelier	
12	CO04 A/G1	A/G 15	167.5250		167.5250	127.3		Gunnison Portable	Montrose Portable
13	CO04 A/G2	A/G 7	166.8500		166.8500	141.3		Holy Terror ??	
14	CO04 A/G3	A/G 13	167.4250		167.4250	151.4		Reno	
15	V Fire 21	VFIRE21	154.2800		154.2800	162.2		Paonia Base	
16	Air Guard	FIRETAC7	169.2875		169.2875	192.8		Razor Creek Dome	

2014 proposed GMUG FS Fire Program Group 1

Channel	Name	Display	RX (MHz)	RX CG	TX (MHz)	TX CG	Notes	FS repeaters	BLM Repeaters
1	Forest Service Tones	FS TONE	170.4625		164.8250	110.9	The tones are	Mud Hill	
2	Forest Service Direct	FS DIR	170.4625		170.4625	123.0	the standard	W Mountain	Grayhead
3	BLM Tones	L TONES	170.0250		165.4500	131.8	16 tones.	Pilot Knob	
4	Stormking	Stormkng	170.0250		170.0250	136.5		Bald Mountain	
5	SOA 1	SOA 1	165.2250		169.9500	146.2		Hill 71	Bobcat
6	SOA 2	SOA 2	169.9500		165.2250	156.7		Monarch	
7	Fire TAC 7	FIRETAC7	169.2875		169.2875	167.9		9 mile	Manti La Sal
8	FS Work	FDWORK	164.9875		164.9875	103.5		Landsend Repeater	
9	BLM Work	LDWORK	168.3500		168.3500	100.0		Landsend Base	
10	CO03 A/G 1	A/G 49	168.0375		168.0375	107.2		Island lake ??	Raspberry
11	CO03 A/G2	A/G 9	166.9125		166.9125	114.8		Montpelier	
12	CO04 A/G1	A/G 15	167.5250		167.5250	127.3		Gunnison Portable	Montrose Portable
13	CO04 A/G2	A/G 7	166.8500		166.8500	141.3		Holy Terror ??	
14	CO04 A/G3	A/G 13	167.4250		167.4250	151.4		Reno	
15	V Fire 21	VFIRE21	154.2800		154.2800	162.2		Paonia Base	
16	Air Guard	FIRETAC7	169.2875		169.2875	192.8		Razor Creek Dome	

EXHIBIT 6

WERF GUIDELINES

Wildfire Emergency Response Fund (WERF)

2014 Guidelines

The Wildfire Emergency Response Fund (Ref: CRS §24-33.5-1209) was created 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 WERF reimbursement as the official Requesting Agency. WERF will reimburse, if funds are available, the Requesting Agency the cost of eligible wildland firefighting resources.

ELIGIBLE FOR WERF REIMBURSEMENT	
Both aerial resource use and hand crew use on the same incident.	
AERIAL RESOURCES	First hour of firefighting helicopter rotor time + pilot time OR First aerial tanker flight + drop + retardant*
	OAS-carded & USFS-carded pilots, if federal resources are involved.
HAND CREW	Up to 2 hand crew days within the first 2 operational periods of an incident, beginning from time of departure to fire.
	Type 1, *Type 2 Initial Attack*, or *Type 2* NWCG-qualified crews.
	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.

There are often additional costs associated with the use of aircraft and hand crews that are not reimbursable.

NOT ELIGIBLE FOR WERF REIMBURSEMENT	
AERIAL RESOURCES	Fixed wing aircraft reimbursement does not include lead plane or Aerial Observer aircraft.
	Additional helicopter personnel (helicopter crew).
	Ferry time/flight time to bring aerial resource to Colorado.
	Fuel truck.
	Chase truck.
HAND CREW	Travel time to bring hand crews from outside Colorado.
	Hand crew logistics costs of lodging, camping, and per diem.

Consult the County Annual Operating Plan for the local, state, and federal dispatch procedures to order resources eligible for WERF reimbursement. The Requesting Agency must notify the Colorado Division of Fire Prevention and Control (DFPC) of each WERF reimbursement request. 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, date(s) of use, and copies of resource orders (whenever available). Since the DFPC has been tasked by the Colorado State Legislature to administer and manage this fund, it is critical that DFPC receives notification of any and all WERF requests to maintain an accurate balance for the fund.

*Any request for a Very Large Air Tanker (VLAT) must be approved by the DFPC Deputy Chief of Operations or their designee prior to use.

SIGNATURES

Authorized Representatives

GUNNISON COUNTY SIGNATURES

_____	_____
Signature	*Date*
RICHARD BESECKER	County Sheriff
Printed Name	*Title*
_____	_____
Signature	*Date*
	County Commissioner
Printed Name	*Title*

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

_____	_____
Signature	*Date*
LUKE ODOM	Regional Fire Management Officer
Printed Name	*Title*

SIGNATURES

Authorized Representatives

GUNNISON COUNTY SIGNATURES

Signature

4-16-14
Date

RICHARD BESECKER
Printed Name

County Sheriff
Title

Signature

4-22-14
Date

Printed Name

County Commissioner
Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature

4/16/14
Date

LUKE ODOM
Printed Name

Regional Fire Management Officer
Title

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

_____ _____

Signature *Date*

JOHN R.MURPHY DISTRICT RANGER

Printed Name *Title*

GRAND MESA,GUNNISION NATIONAL FOREST

Federal Agency, Unit

_____ _____

Signature *Date*

VALORI ARMSTRONG SOUTHWEST DISTRICT MANAGER

Printed Name *Title*

BUREAU OF LAND MANAGEMENT

Federal Agency, Unit

_____ _____

Signature *Date*

CONSTANCE RUDD PARK SUPERINTENDENT

Printed Name *Title*

BLACK CANYON NATIONAL PARK and CURECANTI NATIONAL RECREATION AREA

Federal Agency, Unit

_____ _____

Signature *Date*

___

Printed Name *Title*

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

John R. Murphy
Signature

4-22-2014
Date

JOHN R.MURPHY
Printed Name

DISTRICT RANGER
Title

GRAND MESA,GUNNISION NATIONAL FOREST
Federal Agency, Unit

Signature

17 Apr 2014
Date

VALORI ARMSTRONG
Printed Name

SOUTHWEST DISTRICT MANAGER
Title

BUREAU OF LAND MANAGEMENT
Federal Agency, Unit

Constance A. Rudd
Signature

4/23/14
Date

CONSTANCE RUDD
Printed Name

PARK SUPERINTENDENT
Title

BLACK CANYON NATIONAL PARK and CURECANTI NATIONAL RECREATION AREA
Federal Agency, Unit

Signature

Date

Printed Name

Title

Contract Routing # 66310

STATE OF COLORADO
Colorado Department of Public Safety
Intergovernmental Agreement
with
The Board of County Commissioners
for the County of Gunnison

TABLE OF CONTENTS

1. PARTIES 1
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY 1
3. RECITALS 1
4. DEFINITIONS 2
5. TERM 3
6. STATEMENT OF WORK 3
7. PAYMENTS TO COUNTY 3
8. REPORTING - NOTIFICATION 4
9. COUNTY RECORDS 5
10. CONFIDENTIAL INFORMATION-STATE RECORDS 5
11. CONFLICTS OF INTEREST 6
12. REPRESENTATIONS AND WARRANTIES 6
13. INSURANCE 7
14. BREACH 8
15. REMEDIES 8
16. NOTICES and REPRESENTATIVES 10
17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE 10
18. GOVERNMENTAL IMMUNITY 10
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 11
20. GENERAL PROVISIONS 11
21. COLORADO SPECIAL PROVISIONS 14
22. SIGNATURE PAGE 16
EXHIBIT A – STATEMENT OF WORK & EFF PROCEDURES i
EXHIBIT B – AGREEMENT FOR COOPERATIVE WILDFIRE PROTECTION ii
EXHIBIT C – ANNUAL OPERATING PLAN iii
EXHIBIT D – CURRENT ANNUAL CALCULATION OF THE COUNTY ASSESSMENT iv
EXHIBIT E – ELIGIBLE COSTS v

1. PARTIES

This Intergovernmental Agreement (hereinafter called "IGA" or "Agreement") is entered into by and between **The Board of County Commissioners for the County of Gunnison** and for the Sheriff of said county (hereinafter called "**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** (hereinafter called the "State" or "**CDPS**" or "**CDFPC**"). County and the State hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse County for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Agreement exists in the following Colorado Revised Statutes, as amended:

24-33.5-1201 – Transfer CSFS Board of Agriculture to CDFPC
24-33.5-1202 – Definitions
24-33.5-1218 - Cooperation with governmental units
24-33.5-1219 - Forest 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 – creation – gifts, grants, and donations authorized.
24-33.5-1221 (2012), TITLE 24; Government - State, Principal Departments, Article 33.5; Public Safety, Part 12; Division of Fire Prevention and Control
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
24-72-402 – Cash funds – limit on uncommitted reserves – reduction in amount of fees - exclusions
30-10-512 - Sheriff to act as fire warden
30-10-513 - Sheriff in charge of forest or prairie fire – expenses
30-11-107(1) (o) - Powers of the Board
and funds have been budgeted, appropriated and otherwise made available pursuant to law and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration
The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

C. Purpose
The purpose of this Agreement is for Participation in the Colorado Emergency Fire Fund (EFF) and to: establish the County's basis for participation in the Emergency Fire Fund to provide for payments from the County to the Fund; and describe the conditions under which the Emergency Fire Fund will be managed.

D. References
All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS
The following terms as used herein shall be construed and interpreted as follows:

A. Agreement
"Agreement" means this Agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Agreement, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

B. Agreement Funds
"Agreement Funds" means funds available for payment by the State to County pursuant to this Agreement.

C. Emergency Fire Fund
The Emergency Fire Fund ("EFF" or "the Fund") has been established through the payments provided by participating Colorado counties and other entities entering into EFF agreements with the CDFPC.

D. Exhibits and other Attachments
The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work & EFF Procedures), **Exhibit B** (Agreement for Cooperative Wildfire Protection), **Exhibit C** (Annual Operating Plan) and **Exhibit D** (Current Annual Calculation of the County Assessment).

E. Intergovernmental Agreement
"Intergovernmental Agreement" means this Agreement, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Agreement, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Party or Parties

"Party" means the State or County and "Parties" means both the State and County.

G. Services

"Services" means the required services to be performed by County pursuant to this Agreement.

H. Subcontractor

"Subcontractor" means third-parties, if any, engaged by County to aid in performance of its obligations.

I. Work

"Work" means the tasks and activities County is required to perform to fulfill its obligations under this Agreement and **Exhibit A**., including the performance of the Services.

5. TERM

A. Initial Term-Work Commencement

The Parties' respective performances under this Agreement shall commence on the later of either the Effective Date or **May 1, 2013**. This Agreement shall terminate on **April 30, 2018** unless sooner terminated or further extended as specified elsewhere herein.

This Agreement shall be effective as of the date that it has been fully executed by all Parties herein ("Effective Date"), but in any event, the County shall have no right to submit any claim to the Division Director for EFF funding until: the County has timely paid to the CDFPC the full amount of its contribution to the EFF as set forth in **Exhibit D** for the agreement year in which the claim arises; and has updated and signed a county Annual Operating Plan by May 1 of each year. This Agreement shall continue for a term of five (5) agreement years unless either party elects to terminate the Agreement at the end of any agreement year, with such termination to be conditioned upon 60 days prior notice to the other party. An "agreement year" is May 1 through April 30 of each year.

B. Two Month Extension

The State, at its sole discretion upon written notice to County as provided in **§16,** may unilaterally extend the term of this Agreement for a period not to exceed two months if the Parties are negotiating a replacement Agreement (and not merely seeking a term extension) at or near the end of any initial term or renewal term. The provisions of this Agreement in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement Agreement is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

County shall complete the Work and its other obligations as described herein and in **Exhibit A**. The State shall not be liable to compensate County for any Work performed prior to the Effective Date or after the termination of this Agreement.

B. Goods and Services

County shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Agreement Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by County or Subcontractors to perform Work under this Agreement shall be County's or Subcontractors' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Agreement.

7. PAYMENTS TO COUNTY

The State shall, in accordance with the provisions of this **§7**, pay County in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Agreement to County by the State is determined by payments by participating counties, as determined by the State from available funds. No upper limit shall be placed on the amount of funds in the EFF, and funds may accumulate from year to year. Payments shall be made in

accordance with **Exhibit A**. The maximum amount payable by the State to County during each year of this Agreement shall be:

Year 1 of participation in EFF 50% of eligible control costs
Year 2 of participation in EFF 75% of eligible control costs
Year 3 of participation in EFF 100% of eligible control costs

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Agreement or in **Exhibit A** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement or such Exhibit. County shall initiate any payment requests by submitting invoices to the State in the form and manner set forth in approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by County previously accepted by the State. Uncontested amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. County shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, County's compensation beyond the State's current Fiscal Year is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions. If federal funds are used to fund this Agreement, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Agreement shall be made only from available funds encumbered for this Agreement and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may terminate this Agreement immediately, in whole or in part, without further liability in accordance with the provisions hereof.

iv. Erroneous Payments

At the State's sole discretion, payments made to County in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by County, may be recovered from County by deduction from subsequent payments under this Agreement or other agreements, grants or agreements between the State and County or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Agreement Funds shall be used only for eligible costs identified herein and/or in the Budget.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

County shall submit a report to the State upon expiration or sooner termination of this Agreement, containing an Evaluation and Review of County's performance and the final status of County's obligations hereunder. In addition, County shall comply with all reporting requirements, if any, set forth in **Exhibit A.**

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Agreement or which may affect County's ability to perform its obligations hereunder, County shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of Department of Public Safety.

C. Noncompliance

County's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Agreement.

D. Subcontracts

Copies of any and all subcontracts entered into by County to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by County related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

9. COUNTY RECORDS

A. Maintenance

County shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services or Goods hereunder. County shall maintain such records until the last to occur of: **(i)** a period of three years after the date this Agreement expires or is sooner terminated, or **(ii)** final payment is made hereunder, or **(iii)** the resolution of any pending Agreement matters, or **(iv)** if an audit is occurring, or County has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period").

B. Inspection

County shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe County's records related to this Agreement during the Record Retention Period for a period of three years following termination of this Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Agreement, including any extensions or renewals. If the Work fails to conform to the requirements of this Agreement, the State may require County promptly to bring the Work into conformity with Agreement requirements, at County's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require County to take necessary action to ensure that future performance conforms to Agreement requirements and exercise the remedies available under this Agreement, at law or in equity, in lieu of or in conjunction with such corrective measures.

C. Monitoring

County shall permit the State, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by County pursuant to the terms of this Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with County's performance hereunder.

D. Final Audit Report

If an audit is performed on County's records for any fiscal year covering a portion of the term of this Agreement, County shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

County shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any state records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

A. Confidentiality

County shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State

records and information in the possession of County shall be immediately forwarded to the State's principal representative.

B. Notification

County shall notify its agent, employees, Subcontractors and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by County or its agents in any way, except as authorized by this Agreement or approved in writing by the State. County shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by County or its agents, except as permitted in this Agreement or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by County for any reason may be cause for legal action by third parties against County, the State or their respective agents. County shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by County, or its employees, agents, Subcontractors, or assignees pursuant to this **§10.**

11. CONFLICTS OF INTEREST

County shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of County's obligations hereunder. County acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, County shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of County's obligations to the State hereunder. If a conflict or appearance exists, or if County is uncertain whether a conflict or the appearance of a conflict of interest exists, County shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

County makes the following specific representations and warranties, each of which was relied on by the State in entering into this Agreement.

A. Standard and Manner of Performance

County shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in County's industry, trade, or profession and in the sequence and manner set forth in this Agreement.

B. Legal Authority – County Signatory

County warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, and by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement, or any part thereof, and to bind County to its terms. If requested by the State, County shall provide the State with proof of County's authority to enter into this Agreement within 15 days of receiving such request.

C. Licenses, Permits, Etc.

County represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have and maintain, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. County warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Agreement, without reimbursement by the State or other adjustment in Agreement Funds. Additionally, all employees, agents, and Subcontractors of County performing Services under this Agreement shall hold all required licenses or certifications, if any, to

perform their responsibilities. County, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for County to properly perform the terms of this Agreement is a material breach by County and constitutes grounds for termination of this Agreement.

13. INSURANCE

County and its Subcontractors shall obtain and maintain insurance as specified in this section at all times during the term of this Agreement. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to County and the State.

A. County

i. Public Entities

If County is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then County shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. County shall show proof of such insurance satisfactory to the State, if requested by the State. County shall require each Agreement with a Subcontractor that is a public entity, to include the insurance requirements necessary to meet such Subcontractor's liabilities under the GIA.

ii. Non-Public Entities

If Contractor is not a "public entity" within the meaning of the GIA, Contractor shall obtain and maintain during the term of this Agreement insurance coverage and policies meeting the same requirements set forth in **§13(B)** with respect to Subcontractors that are not "public entities".

B. Counties - Subcontractors

County shall require each contract with Subcontractors other than those that are public entities, providing Goods or Services in connection with this Agreement, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of County or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** $1,000,000 each occurrence; **(b)** $1,000,000 general aggregate; **(c)** $1,000,000 products and completed operations aggregate; and **(d)** $50,000 any one fire.

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, Subcontractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to County a certificate or other document satisfactory to County showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Additional Insured

The State shall be named as additional insured on all Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent) required of County and any Subcontractors hereunder.

v. Primacy of Coverage

Coverage required of County and Subcontractor shall be primary over any insurance or self-insurance program carried by County or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to County and County shall forward such notice to the State in accordance with **§16** (Notices and Representatives) within seven days of County's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Agreement and secured and maintained by County or its Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

County and all Subcontractors shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Agreement. No later than 15 days prior to the expiration date of any such coverage, County and each Subcontractor shall deliver to the State or County certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Agreement or any subcontract, County and each Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§13**.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against County, or the appointment of a receiver or similar officer for County or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in **§16**. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in **§15**. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If County is in breach under any provision of this Agreement, the State shall have all of the remedies listed in this **§15** in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in **§14(B)**. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

The State may terminate this entire Agreement or any part of this Agreement. Exercise by the State of this right shall not be a breach of its obligations hereunder. County shall continue performance of this Agreement to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, County shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, County shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Agreement's terms. At the sole discretion of the State, County shall assign to the State all of County's right, title, and interest under such terminated orders or subcontracts. Upon termination, County shall take timely, reasonable and necessary action to protect and preserve property in the possession of County in which the State has an interest. All materials owned by the

State in the possession of County shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by County to the State and shall become the State's property.

ii. Payments

The State shall reimburse County only for accepted performance up to the date of termination. If, after termination by the State, it is determined that County was not in breach or that County's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Agreement had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, County shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Agreement by County and the State may withhold any payment to County for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from County is determined. The State may withhold any amount that may be due County as the State deems necessary to protect the State against loss, including loss as a result of outstanding liens, claims of former lien holders, or for the excess costs incurred in procuring similar goods or services. County shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Agreement by the State for cause or breach by County, which shall be governed by **§15(A)** or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify County of such termination in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice, County shall be subject to and comply with the same obligations and rights set forth in **§15(A)(i)**.

iii. Payments

If this Agreement is terminated by the State pursuant to this **§15(B)**, County shall be paid an amount which bears the same ratio to the total reimbursement under this Agreement as County's obligations that were satisfactorily performed bear to the total obligations set forth in this Agreement, less payments previously made. Additionally, if this Agreement is less than 60% completed, the State may reimburse County for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by County which are directly attributable to the uncompleted portion of County's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to County hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend County's performance with respect to all or any portion of this Agreement pending necessary corrective action as specified by the State without entitling County to an adjustment in price/cost or performance schedule. County shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by County after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to County until corrections in County's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to County's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Notwithstanding any other provision herein, the State may demand immediate removal of any of County's employees, agents, or Subcontractors whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Agreement is deemed to be contrary to the public interest or the State's best interest.

v. Intellectual Property

If County infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Agreement, County shall, at the State's option **(a)** obtain for the State or County the right to use such products and services; **(b)** replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, **(c)** if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Paul L. Cooke
CDPS/Division of Fire Prevention and Control
690 Kipling Street, #2000
Lakewood, CO 80215
paul.cooke@state.co.us

B. County:

Sheriff Rick Besecker
Gunnison County
200 North Iowa Street
Gunnison, CO 81230
rbesecker@gunnisoncounty.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by County in the performance of its obligations under this Agreement shall be the exclusive property of the State and, all Work Product shall be delivered to the State by County upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. County shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of County's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the Governmental Immunity Act §24-10-101, et seq. and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to County under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** applies.

County agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Agreements and inclusion of Agreement performance information in a statewide contract management system.

County's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Agreement, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of County's performance shall be part of the normal contract administration process and County's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of County's obligations under this Agreement shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of County's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Agreement term. County shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that County demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the **CDPS**, and showing of good cause, may debar County and prohibit County from bidding on future contracts. County may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of County, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subcontracts

County's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the State. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or Subcontractors approved by County or the State are subject to all of the provisions hereof. County shall be solely responsible for all aspects of subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in **§20(A)**, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Jurisdiction and Venue

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Modification

By the Parties

Except as specifically provided in this Agreement, modifications of this Agreement shall not be effective unless agreed to in writing by the Parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall be conform the Policies of the Office of the State Controller, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

vi. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

H. Order of Precedence

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, including, but not limited to, those provided by County, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions,
ii. The provisions of the main body of this Agreement,
iii. Exhibit A (Statement of Work & EFF Procedures),
iv. Exhibit B (Agreement for Cooperative Wildfire Protection),
v. Exhibit C (Annual Operating Plan),
vi. Exhibit D (Current Annual Calculation of the County Assessment),
vii. Exhibit E (Eligible Costs)

I. Severability

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

J. Survival of Certain Agreement Terms

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if County fails to perform or comply as required.

K. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. County shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing County for such taxes.

L. Third Party Beneficiaries

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

M. Waiver

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

N. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Agreements except where noted in italics.

A. 1. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee.

B. 2. FUND AVAILABILITY. CRS §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. 3. 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, CRS §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. 4. INDEPENDENT CONTRACTOR

County shall perform its duties hereunder as an independent contractor and not as an employee. Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County and its 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 County or any of its agents or employees. Unemployment insurance benefits will be available to County and its employees and agents only if such coverage is made available by County or a third party. County shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. County shall **(a)** provide and 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 its acts and those of its employees and agents.

E. 5. COMPLIANCE WITH LAW.

County 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. 6. 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. 7. 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. 8. 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. County hereby certifies and warrants that, during the term of this Agreement and any extensions, County has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that County is 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. 9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§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. County has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of County's services and County shall not employ any person having such known interests.

J. 10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[*Not applicable to intergovernmental agreements*] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. 11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] County certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), County shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to County that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. County (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the Subcontractor and the contracting State agency within three days if County has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If County participates in the State program, County shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that County has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If County fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, County shall be liable for damages.

L. 12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

County, 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 CRS §24-76.5-101 et seq., and **(c)** has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Agreement.

SPs Effective 1/1/09

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22. SIGNATURE PAGE

Contract Routing Number 66310

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for County hereby swear and affirm that they are authorized to act on County's behalf and acknowledge that the State is relying on their representations to that effect.**

COUNTY **The Board of County Commissioners** **For the County of Gunnison** By: _____ Title: _____ _____ *Signature Date: _____	**STATE OF COLORADO** **John W. Hickenlooper, Governor** **Colorado Department of Public Safety** James H. Davis, Executive Director _____ By: Paul L. Cooke, Director Division of Fire Prevention and Control Signatory avers to the State Controller or delegate that County has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules Date: _____
2nd County Signature if Needed By: _____ Title: _____ _____ *Signature Date: _____	**LEGAL REVIEW** John W. Suthers, Attorney General By:_____ Signature - Assistant Attorney General Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. County is not authorized to begin performance until such time. If County begins performing prior thereto, the State of Colorado is not obligated to pay County for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____

Colorado Department of Public Safety

Date:_____

EXHIBIT A

STATEMENT OF WORK & EFF PROCEDURES

1. WILDFIRE PROTECTION

A. Prior to entering into this Agreement, the County shall have entered into a valid and current Agreement for Cooperative Wildfire Protection (the "Cooperative Agreement"). A true and correct copy of the current Cooperative Agreement shall be attached hereto as "**Exhibit B**" and is hereby incorporated and made a part of this Agreement.

B. As required in the Cooperative Agreement, the County and CDFPC shall jointly develop, review, and sign an Annual Operating Plan (AOP) before May 1 of each year with all cooperating agencies having wildfire suppression responsibilities within the County. Failure to complete the AOP by May 1 of any year during the term of this Agreement shall result in the automatic suspension of the County from EFF participation unless the County has requested, in writing, and received approval by the Division Director, a 60 day extension of the May 1 date to complete the AOP, stating the specific reason(s) for the extension. The Division of Fire Prevention and Control Director shall, in his or her sole discretion, approve or deny the request in writing. Once completed, the AOP shall be made a part of this agreement and attached as "**Exhibit C**".

2. EMERGENCY FIRE FUND

A. The Emergency Fire Fund (EFF or "the Fund") has been established through the payments provided by participating Colorado counties and other entities entering into EFF agreements with the CDFPC. The EFF is maintained as an account of Colorado Division of Fire Prevention and Control, under the fiscal management of the Division Director. Payments from the EFF account shall be made only in compliance with applicable laws, rules and regulations pertaining to Colorado Division of Fire Prevention and Control funds, including, but not limited to, the State Fiscal Rules. The Division Director is designated as the fiscal manager of all such monies received and all interest accrued in the EFF. No upper limit shall be placed on the amount of funds in the EFF, and funds may accumulate from year to year.

B. An estimate of the annual EFF assessment will be provided to the County for budget planning purposes in August of each year during the term of this Agreement. An invoice will be submitted to the County in December of each year for the following year's participation in the EFF. The County shall make payment to: Colorado Division of Fire Prevention and Control, Attn: EFF Account, Building 1049, 5060 Campus Delivery, Fort Collins, Colorado 80523-5060, on or before March 15 of each year. Current Annual Calculation of the County Assessment is shown in **Attachment D** to this Agreement.

C. Administration of the EFF including annual reports will be reviewed annually by an advisory committee composed of the Division Director, three county commissioners, three county sheriffs and two Fire Chiefs each representing different participating counties in the EFF (the "EFF advisory committee"). County commissioner members will be designated by Colorado Counties, Inc.; sheriffs by County Sheriffs of Colorado; and Fire Chiefs by Colorado State Fire Chiefs Association. The EFF advisory committee shall make recommendations to the Division Director regarding matters relating to the Fund, including recommended annual assessments for subsequent years. Final decision making authority over fiscal management matters shall reside with the Division Director on behalf of the Counties

collectively.

D. The CDFPC shall make distribution of these funds only upon direction of the Division Director or his designee and will be subject to the "Emergencies" provisions of the State Fiscal Rules (Rule 2-2). Disbursements shall be limited to such expenditures incurred in controlling a designated wildfire as are within the then-current, unencumbered balance of the Fund.

E. All EFF participants shall pay annual assessments as invoiced. Any new participant entering into an EFF agreement with the CDFPC shall become eligible to receive benefits from the EFF, after remitting its assessment, on a pro rata basis as follows:

Year 1 of participation in EFF 50% of eligible control costs
Year 2 of participation in EFF 75% of eligible control costs
Year 3 of participation in EFF 100% of eligible control costs

F. If at any time during the term of this Agreement the EFF becomes depleted, or has insufficient funds to meet the expected needs of the Fund, the Division Director will make every reasonable effort to obtain additional funds by requesting the Governor to make additional funds available. Should the Division Director be unsuccessful in efforts to obtain additional funding, fire control costs will remain the County's responsibility.

G. Failure of the County to make payment into the EFF by March 15 of each year shall be a breach of this Agreement. In the event of a breach by a county, if such breach is not cured within 30 days after written notice by CDFPC, then CDFPC may immediately terminate this agreement. The County will not be eligible for EFF benefits arising from fires that occur while the county does not have a valid EFF agreement or is in breach. All funds deposited into the EFF will remain in the Fund until expended for eligible control costs on an EFF designated fire(s).

H. The Division Director will provide EFF participants an annual financial report identifying fund expenditures, encumbrances, and available balance. This report will be included with the annual invoice to participants.

I. The EFF shall be subject to various audits under current audit standards, rules and practices of the State of Colorado and the Colorado Division of Fire Prevention and Control.

J. The EFF Counties may terminate this Agreement effective at the end of an "agreement year" provided that 60 days notice of intent to terminate is provided to the Division Director in writing, as addressed in Section II "Effective Date" above. Such notice of intent to terminate must include a statement that the termination is the decision of the majority of the participating EFF Counties. In the event that the Agreement is terminated by the majority of the participating Counties, the EFF shall cease operations, and any un-obligated funds, including any accrued interest, remaining after all obligations of the fund have been paid will be returned to the participating counties and other entities, prorated on the sole basis of the payments made to the fund in the most recent year.

3. EFF IMPLEMENTATION

A. The County will make every effort to control fire(s) upon non-federal lands within the County with resources available within the County. In the event that the County and the CDFPC mutually agree that the fire(s) threatens to spread, or has spread, beyond control

capability of the firefighting resources within the County (as outlined in the County's Annual Operating Plan), the Division Director (or his authorized designee) and the authorized County representative shall sign a Delegation of Duty giving the Division Director command responsibility for the fire(s). Once command responsibility has been assumed by the CDFPC, the County shall nevertheless continue to make its maximum effort to provide firefighting resources from within the County.

B. When a fire can again reasonably be managed by the County with resources available to it, command responsibility for incident management and for payment of all fire control costs will be returned by the Division Director to the County. No expenditures made by the County prior to assumption by the Division Director or after return to the County, will be eligible for payment by the EFF, without express prior approval of the Division Director.

4. FIRE CAUSE DETERMINATION

A. As a condition precedent to entering into this Agreement, and to eligibility for continuing participation in the EFF throughout the term hereof, the County agrees that, in the event of a human-caused fire, the Sheriff of said County shall conduct an investigation as to cause of such fire and will provide the Division Director a copy of the preliminary investigation report within 30 days of control of the fire, and a final report upon the conclusion of that investigation consistent with State Law. The County Sheriff shall have administrative and financial responsibility with respect to the conduct of the investigation.

CSFS #109
Rev. 1/89

GUNNISON COUNTY
W-89-30

AGREEMENT

FOR

COOPERATIVE WILDFIRE PROTECTION

IN

Gunnison COUNTY

Changes or additions to pages:

2
5
9
9a

AGREEMENT

FOR

COOPERATIVE WILDFIRE PROTECTION

IN

GUNNISON COUNTY

Table of Contents

		Page
A.	Authorities	1
B.	Purpose	2
C.	Definitions	2
D.	Planning	2
E.	Organizing, Equipping, and Training	3
F.	Wildfire Prevention	4
G.	Wildfire Detection/Notification	5
H.	Wildfire Suppression	5
I.	Reports	6
J.	Prescribed Burning	6
K.	Payments	7
L.	Other Conditions	9
M.	Signatories	10

ANNEX

Attachment #1--Special Provisions A-1-1

Attachment #2--Definitions A-2-1

CSFS #109
Rev. 1/89

A G R E E M E N T

for

COOPERATIVE WILDFIRE PROTECTION

This Agreement is made by and between Gunnison County, Colorado acting through the Board of County Commissioners and the County Sheriff of said County, hereinafter referred to as the County, and the State Board of Agriculture of the state of Colorado, acting through the Colorado State Forest Service of Colorado State University, hereinafter referred to as the State.

A. AUTHORITIES:

County:

1. 1973 C.R.S. as amended:

23-30-305	Cooperation by counties
30-10-512	Sheriff to act as fire warden
30-10-513	Sheriff in charge
30-11-107(o)	Powers of the Board
30-28-13[illegible]	Planning referral and review

State:

1. 1973 C.R.S. as amended:

23-30-202	Powers and duties of State Board of Agriculture
23-30-203	Cooperation with governmental units
23-30-204	Forest fires--sheriff to report
23-30-206	Cooperative agreements
23-30-301	Legislative declaration
23-30-304	State responsibility
23-30-307	Limitation of state responsibility
23-30-308	Emergencies

2. 42 U.S.C. 5187. Federal Disaster Relief Act, Section 417 of 1974 (P.L. 93-288)

3. 16 U.S.C. 2101-2111. Cooperative Forestry Assistance Act of 1978 (P.L. 95-313)

B. PURPOSE:

WITNESSETH:

WHEREAS, the County ~~is responsible for~~ has certain responsibilities relating to controlling and extinguishing wildfires in the County, and

WHEREAS, the County is authorized to cooperate in the organizing, training, and equipping of rural firefighting groups and is responsible for controlling and extinguishing wildfires, and

WHEREAS, the State has responsibility to provide for protection from wildfires, assist and aid the County in extinguishing fires, and may assume County fire control duties with concurrence of the Sheriff, and

WHEREAS, the State may maintain or have access to additional specialized wildfire expertise and suppression resources, and

WHEREAS, it is to the mutual advantage of the County and State to work closely together to build and maintain effective wildfire defenses without duplication, and to coordinate efforts with federal cooperators, and

WHEREAS, the County and State desire to define their roles, responsibilities, and relationships to achieve the most effective protection of forested, prairie, and/or brush-covered watershed lands, and

WHEREAS, it is desirable for County and State resources to be able to assist in suppressing wildfires on federal lands, and for federal resources to assist in the suppression of wildfires on state, county, and private lands which the County and State are committed to protect, and

WHEREAS, the State is able to expedite the coordination of County-State-Federal wildfire protection efforts.

NOW THEREFORE, in consideration of the above premises, the County and the State agree as follows:

C. DEFINITIONS:

1. Definitions of special terms used in this Agreement are shown in Attachment 2 which is part of this Agreement.

D. PLANNING:

1. Annually, prior to the initiation of wildfire season, representatives of the County, State, federal agencies, and others deemed necessary shall jointly prepare,

review, update, and distribute the Annual Fire Operating Plan. The State will arrange the date and location for the first meeting each year. The plan shall be approved, dated, and signed by authorized agency representatives of the County, State, and other applicable cooperators, and shall be considered a part of this Agreement as Attachment 3.

2. In order to develop and maintain an effective wildfire protection capability, a county-wide, long-range (three to five years) wildfire protection plan is necessary which shows training needs, amounts and locations of necessary fire suppression equipment, communication equipment, and those measures and actions proposed to be put into effect.

   a. The County will use its best efforts to maintain and update such a long-range protection plan and provide the State a copy.

   b. The State will assist the County with protection needs assessments, and provide technical assistance in the development and updating of this plan without charge or cost.

E. ORGANIZING, EQUIPPING, AND TRAINING:

1. The County will:

   a. Cooperate in the organizing, training, equipping, and maintaining of wildland firefighting forces in the county.

   b. Reimburse the State for State costs of equipment ordered by the County with the exception of State fire engines assigned in the county by the State as specified in such Cooperative Service Agreements.

2. The State will:

   a. Assist the County in the organizing and training of County and cooperator forces to detect, contain, and extinguish wildfires at no charge.

   b. Assist the County in the procurement, inspection, and arrangements for maintenance of major wildfire equipment items at previously agreed upon costs.

   c. Make wildfire tools and small equipment available to the County and cooperators at STATE cost.

d. Extend the benefits of state cooperative wildfire program assistance to the County to the extent of available funds and/or excess personal property, provided that in no case shall any direct federal financial assistance exceed one-half the total expenditures of the County during the period for which assistance is given.

3. The County Sheriff and State District Forester will mutually agree upon the locations of any State wildfire equipment prior to its assignment or reassignment in the county.

F. WILDFIRE PREVENTION:

1. The County will:

a. Where and when the County deems appropriate, request through the Colorado State Forest Service any needed Governor's proclamation for the imposing or lifting of needed restrictions for open burning and/or public access to wildlands due to extreme fire danger.

b. Participate, as outlined in the Annual Fire Operating Plan and to the extent of available resources, with cooperators in unified law enforcement efforts to enforce any burning restrictions or public movements because of extreme fire danger.

c. Send plats of proposed developments in rural areas to the applicable State district office for review and comment about the development's wildfire hazards and protection needs.

2. The State will:

a. Confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements, recommend to the Governor of Colorado the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision.

b. Provide prevention efforts and available state materials on hand at no cost to the County. Provide additionally requested materials at State cost to the County and cooperators.

c. Review proposed development plats received from the County for wildfire hazards and protection needs, and provide written comments about such to the County.

3. Both the County and State will coordinate public fire prevention messages provided to the mass media as outlined in the Annual Fire Operating Plan.

G. WILDFIRE DETECTION/NOTIFICATION:

1. The County Sheriff, or designee shown in the Annual Fire Operating Plan, will accept all notifications of possible wildfires and immediately inform appropriate authorities of same or dispatch forces to verify the existence of wildfire and/or to suppress wildfires.

2. The State will immediately forward all notifications it receives of possible wildfires to the County Sheriff, or designee shown in the Annual Fire Operating Plan, for action.

H. WILDFIRE SUPPRESSION:

1. The County will:

a. Upon receiving notice of wildfire in the county from any source, notify the appropriate agencies or dispatch or caused to be dispatched ~~necessary~~ initial attack forces available within the county to suppress the incident as outlined in the Annual Fire Operating Plan.

b. Make, ensure and/or supervise initial attack resources on wildfires on lands of its jurisdictional responsibility, including any state or federal lands, as shown on maps which are a part of the Annual Fire Operating Plan.

c. Notify the State as soon as practical of the existence of uncontrolled wildfires within the County, according to the Annual Fire Operating Plan.

d. Have the County Sheriff, or his designated representative, assume the command of all nonfederal wildfire incidents outside incorporated areas of the County as outlined in the Annual Fire Operating Plan.

e. Establish and/or participate in joint command post operations on boundary fires and on federal land wildfires within the County. County participants are outlined in the Annual Fire Operating Plan.

f. Request needed wildfire suppression assistance according to the Annual Fire Operating Plan. All out-of-county wildfire assistance will be requested through the Colorado State Forest Service.

2. The State will:

   a. Maintain knowledge about locations and availability of state and federal wildfire suppression resources for use by the County.

   b. In exercise of reasonable discretion and available funds, respond to all requests from the County for state or federal wildfire suppression assistance, and aid, support and assist the County in its suppression efforts as necessary.

   c. Implement State cooperative service agreements in the county under terms of such cooperative service agreements.

3. Both the County and the State will take aggressive actions to contain, control, and fully extinguish all wildfires occurring within the county, including boundary fires, during the first period as outlined by the Annual Fire Operating Plan. Both parties agree that the intent and primary concern of Section H is the extinguishing of wildfires, and neither party will delay extinguishment efforts while deciding ultimate responsibility for such fires.

I. REPORTS:

1. The County will:

   a. Maintain records for a period of at least two years of wildfire incidents occurring within the county on state and private lands outside incorporated areas.

   b. Report to the State on forms provided by the State wildfire statistical and expenditure information, or make wildfire suppression information and records available to the State during normal business hours.

2. The State will:

   a. Provide needed reporting forms to the County and cooperators for recording and transmitting statistical wildfire information.

   b. Maintain statewide records of wildfire statistics and disseminate the totals.

J. PRESCRIBED BURNING:

1. The County will endeavor to stay informed about all prescribed burning being conducted in rural areas of the county.

2. Each party will notify the other in advance, as outlined in the Annual Fire Operating Plan, the locations and times of prescribed burns it plans to ignite in the county and will, to the extent practical, cooperate with the other party in the scheduling and ignition of prescribed burns.

3. If one of the parties to this agreement is executing or directing the prescribed burning, that party is the financially responsible party for controlling any escape of the fire.

4. First initial attack on prescribed burning escapes will be made by forces doing the burning. They will also immediately notify the County Sheriff or designate outlined in the Annual Operating Plan of such escape and actions. The sheriff will proceed with fire suppression measures as outlined in the Annual Fire Operating Plan.

5. Either party or its cooperators may take appropriate but coordinated suppression action when lands under its protection jurisdiction are involved in or threatened by the escaped fire. Such suppression action may either be taken on the agency's own initiative or at the request of the responsible party. Either party may respond at the request of the responsible party when its jurisdictional lands are not involved in or threatened by the fire.

K. PAYMENTS:

Except as outlined in paragraph 3 of section J above, payment of the cost of suppressing and extinguishing wildfire will be as follows:

1. The County will:

   a. Be responsible for paying all fire suppression costs as outlined in the Annual Fire Operating Plan.

   b. Not request or expect reimbursement from the Colorado State Forest Service for any expenses incurred by the County or cooperators for wildfire suppression on state, county, or private lands, unless provided by a cooperative service agreement between Colorado State Forest Service and the County, or provided by appropriations to the Colorado State Forest Service.

c. Aggregate all County and local cooperator reimbursable expenses incurred to suppress fires on federal-responsibility lands, as outlined in the Annual Fire Operating Plan, and invoice the State for reimbursement of federal funds. Offset and/or reciprocal fire protection service expenses will be excluded. The County agrees to consolidate all such expenses and supporting documentation by incident.

d. Upon receipt of State invoice, reimburse the State for all its valid non-salary fire suppression expenses incurred by the State at County request and all reimbursable fire suppression expenses paid by the State to federal cooperators for their requested assistance to the County.

2. The State will:

a. Be responsible for paying all State salaries expended in suppressing County-responsibility fires.

b. Not request or expect reimbursement from the County for costs of State salaries expended in suppressing County-responsibility fires.

c. Aggregate all non-salaried expenses incurred by the State and all reimbursable payments made by the State to the federal government for suppressing County-responsibility incidents, as outlined in the Annual Fire Operating Plan, and invoice the County for reimbursement. Offset and/or reciprocal fire protection service expenses will be excluded. The State agrees to consolidate all such expenses and supporting documentation by incident.

d. Upon receipt of County invoice, reimburse the County for all actual and valid County and local fire expenses incurred while suppressing federal-responsibility fires as outlined in the Annual Fire Operating Plan.

e. Process all County and State reimbursement requests for federal disaster fires, and transmit to the County its share of any funds made available for reimbursement of disaster fire costs.

3. The terms of any special cooperative service agreement, such as the Emergency Fire Fund Contract, in effect at the time of an incident will be used to offset or reduce State or County expenses before any request for reimbursement is made.

4. Requests for reimbursements and notices to be given under this agreement shall be made to:

County: Board of County Commissioners
ATTENTION: Gunnison County Manager
200 East Virginia Avenue
Gunnison, CO 81230-2297

State: Colorado State Forest Service
203 Forestry Building
Colorado State University
Fort Collins, Colorado 80523

L. OTHER CONDITIONS:

1. This agreement is the current basic wildfire protection agreement between the County and the State. It serves as the foundation for other special cooperative fire agreements or cooperative service agreements between the County and the State.

2. This agreement provides the link to County-State-federal cooperation for wildfire protection as outlined in current cooperative fire agreements between the State and the various agencies of the federal government.

3. Both parties will mutually seek ways to continue and improve wildfire protection capabilities within the county through new programs, cooperative service agreements, and other cooperative activities.

4. The parties will work to adapt and use the Colorado Incident Command System (CICS) to manage wildfire suppression operations by state and county forces. Both parties will encourage and promote implementation of CICS by cooperators.

5. This agreement does not commit or obligate either party regarding vehicular or structural fires. However, this agreement shall apply to such fires during conflagrations which also involve wild or rural lands, to the extent that such lands are involved.

6. Both parties will abide by contractual regulations of the State Controller shown as Attachment 1.

7. This agreement and its amendments may be terminated by either party upon at least 60 calendar days written notice to the other party.

8. The County may meet its obligations hereunder, in whole or in part, through contractual arrangements with other cooperators.

9. Nothing contained herein shall be construed or interpreted as limiting or directing the exercise of the discretion of the Board of County Commissioners in adopting the budget for Gunnison County pursuant to Section 30-11-107(2) C.R.S.

10. The Sheriff, the County and each cooperator shall at all times retain the right and ability to determine that a particular fire situation is beyond the capabilities of their forces or constitutes an unacceptable risk to personnel and equipment.

11. Nothing herein shall be construed to require the County to expend funds in excess of those lawfully appropriated nor to provide or pay for fire suppression activities to which are, as a matter of Colorado law, to be provided or paid for by other agencies or individuals.

This agreement shall become effective on the last date signed below.

BOARD OF COMMISSIONERS OF

GUNNISON COUNTY, COLORADO

By _____ 6/20/89
Chairman Date

ATTEST:

_____
County Clerk

(SEAL)

COUNTY SHERIFF OF

GUNNISON COUNTY, COLORADO

By _____ 6-22-89
Sheriff Date

STATE OF COLORADO
STATE BOARD OF AGRICULTURE
COLORADO STATE FOREST SERVICE

By _____ 7-7-89
State Forester Date

APPROVAL OF STATE
PARTICIPATION
STATE CONTROLLER

By _____ 7/10/89
Date

ATTACHMENT 1

Special Provisions - State of Colorado

1. This Agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any Agreement involving the payment of money by the state.

2. 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.

3. To the extent authorized by law, the parties shall indemnify, save and hold harmless the State, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by a party, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.

4. The parties agree to comply with the Executive Order, Equal Opportunity in State government, dated August 1987, to the extent applicable to counties.

5. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall 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 will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

6. The signatories hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), C.R.S. 1978 Replacement Vol., and that no violation of such provisions is present.

7. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described here.

ATTACHMENT 2

DEFINITIONS FOR

COOPERATIVE WILDFIRE PROTECTION

1. Annual Fire Operating Plan. An annually updated document which considers and includes:

   a. Maps showing boundaries delineating federal, state, county, and local areas of responsibility under this Agreement and whether each area is to be treated as offset, reciprocal, or reimbursable.

   b. Mobilization Plan, an annually updated portion which contains:

      (1) Information on wildfire protection organizations, names of contact persons, and telephone numbers.

      (2) Wildfire suppression manpower, equipment, and facilities which are available for cooperative use, subject to each agency's procedures and regulations.

   c. Each agency's plans and procedures for:

      (1) Issuing burning permits.

      (2) Initiating, effecting, and discontinuing burning restrictions or public movements during extreme fire dangers.

      (3) Maintenance of roads, trails, communications, and other fire suppression facilities.

      (4) Wildfire prevention efforts, assignments, and coordination of such efforts.

      (5) Law enforcement actions.

      (6) Fire investigation and incident final reports.

   d. Details of reimbursable and non-reimbursable costs and services, including provisions and rates for overhead costs, if any.

   e. Details about fire suppression air operations including ordering, use, costs, and payment.

   f. Wildfire attack dispatch plans and standards.

g. Schedules for manning, inspections, shut-downs.

h. Wildfire detection procedures, standards.

i. Repair and maintenance schedules and costs of facilities operated for joint need/use.

j. Fire danger monitoring and information dissemination.

k. Details and procedures for out-of-county suppression assignments for local and county personnel (payrolling, rates, qualifications, equipment, and personal gear, etc.)

l. Procedures for resolution of disputes.

m. Definitions of additional terms not included in this Agreement.

n. Designation of authorized agency representatives.

o. Plan approvals of authorized agency representatives.

2. Boundary Fire. Fire burning upon adjoining lands of two or more fire jurisdictions, or which threatens to burn across such boundaries. It also includes situations where the actual boundary is uncertain.

3. Colorado Incident Command System. The common emergency incident management system used in Colorado on any incident and tailored to fit the specific management needs of each incident.

4. Cooperative Service Agreement. Specific wildfire protection services or items furnished by one party to the other with costs, details, and dates specified in a separate agreement.

5. Cooperator. Organized fire control forces of other agencies, paid or volunteer, public or private, at the local, municipal, state, or federal level.

6. County. Employees, elected officials, and appointed officers of the county to this Agreement.

7. Fire. Except when stated otherwise, this is the same as "wildfire."

8. First Period. The period of wildfire suppression from the time of dispatch of initial attack forces to the incident and ending at an agreed time later as described in the Annual Fire Operating Plan.

9. Federal Agencies. U.S. Forest Service, Bureau of Land Management, National Park Service, Bureau of Indian Affairs, military, and/or other agencies of the federal government which have wildfire protection responsibilities for lands they administer within the county.

10. Incident. An occurrence or event, either human-caused or natural phenomena, which requires action by emergency service personnel to prevent or minimize potential loss of life or damage to property and/or natural resources. Also includes false alarms for such events.

11. Initial Attack Forces. Wildfire suppression personnel and equipment (air and/or ground) of agencies that are initially dispatched to an incident in accordance with pre-existing dispatch plans/procedures.

12. Offset Fire Protection. An exchange of protection area or services so that one set of actions balances another between two wildfire protection agencies. Sometimes referred to as Exchange Zones.

13. Overhead Costs. Costs not directly chargeable to specific incident suppression efforts but which are part of the overall cost of operation as applicable to services provided under this Agreement.

14. Prescribed Burn. A fire intentionally set and/or allowed to burn in wildland fuels consistent with previously determined and approved managerial and environmental constraints to meet specified land management objectives.

15. Reciprocal Fire Protection Services. Wildfire protection assistance extended by one agency to the lands of another agency at no charge, as each may be able to furnish. These lands are described and shown in the Annual Fire Operating Plan. Sometimes referred to as Mutual Aid.

16. Reimbursable. Wildfire protection efforts furnished as a chargeable cooperative service as shown in the Annual Fire Operating Plan, or additional personnel and equipment which exceed reciprocal fire protection services which are furnished by one agency at the request of another agency.

17. Resources. All personnel and items of equipment available for assignment to incident tasks and about which their status is maintained.

18. State. Refers to the Colorado State Forest Service, a statutory entity governed by the State Board of Agriculture. Unless otherwise defined, State refers only to this agency.

19. Wildfire. Uncontrolled fire burning in forest, prairie, brush, or cropland fuels, or conflagrations involving such fuels and structures.

INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN THE COLORADO EMERGENCY FIRE FUND
EXHIBIT E

To be considered eligible, costs must be within designated EFF time period and supported by proper documentation.

A. **Costs excluded by the Emergency Fire Fund**:
Host County[1] permanent employee regular/base salaries and benefits
Host County equipment repair due to normal wear and tear
Host County owned and managed aircraft use, normal wear and tear, and repair
Host Fire Protection District[2] permanent employee regular/base salaries and benefits
Host Fire Protection District equipment repair due to normal wear and tear
State of Colorado permanent employee regular/base salaries and benefits
State of Colorado equipment repair due to normal wear and tear
Costs covered by insurance

B. Costs eligible under the Emergency Fire Fund:
Host County permanent employees overtime pay including benefits
Host County temporary/seasonal employee regular and overtime pay including benefits
Host Fire Protection District permanent employees overtime pay including benefits and backfill[3]
Host Fire Protection District temporary/seasonal employee regular and overtime pay including benefits
Host Volunteer Fire Department volunteer employees regular and overtime pay including benefits
State of Colorado employee project and overtime pay including benefits, and travel expenses
State of Colorado temporary/seasonal employee regular and overtime pay including benefits
State of Colorado, Host County, and Host Fire Protection District equipment use
Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort
Refurbishing of tools and equipment used in control of declared fire(s)

C. Costs negotiable under the Emergency Fire Fund:
Damages to fire equipment resulting from a declared fire
Claims
All other costs not outlined above

D. Cost Documentation
Cost documentation requirements are identified in the current DFPC Cooperator Reimbursement Guidelines.

[1] Host County is defined as the county(s) in which the EFF incident is occurring.

[2] Host Fire Protection District is defined as the fire department(s), fire protection district(s), or volunteer fire department(s) in which the EFF incident is occurring.

[3] Refer to the current DFPC Reimbursement Guidelines for backfill costs eligible for reimbursement.

Invoice No. 2014EFF19

TO: Sheriff Rick Besecker
Gunnison County
~~200 North Iowa Street~~ 510 West Bidwell
Gunnison, CO 81230

DATE: January 10, 2014

Total: ***$13,854.18***

Item:

Assessment for Calendar Year 2014 per
the Intergovernmental Agreement for Participation
in the Colorado Emergency Fire Fund (EFF).

TOTAL AMOUNT DUE	$13,854.18
CK-MO Amount Paid	$

Janell Ray, Incident Business Specialist

Office Use Only

PAYMENT DUE UPON RECEIPT, NLT 3/10/2014

Ck#: ***Dated:***
Rcvd By: ***F.Y.:***

REMIT TO:

Funding	***Amount***
26Z-RAA-FEFF-3EF	$13,854.18

Colorado Division of Fire Prevention & Control
5060 Campus Delivery, Building 1049
Fort Collins, CO 80523
(970) 491-1063

Deposit No.: ***Date:***