AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
2015 Gunnison County Annual Wildfire Operating Plan; Memorandum of Understanding for Participating in the Colorado Emergency Fire Fund

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County, Sheriff's Office Gunnison Fire District and Federal Fire Service

Term Begins: 04-01-15 **Term Ends:** 3/31/2016 **Grant Contract #:**

Summary:
This request is for the signature from the BOCC chair. This is the annual operating plan that makes an agreement between the local and Federal fire service, Gunnison County and the Gunnison County sheriff's Office. I am sorry for the short notice, part of the agreement, the EFF, was agreed upon by the state yesterday.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

Our participation in this agreement is always considered in the annual budget process.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/19/2015

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

Comments:

ok db 3/19/15

Reviewed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/19/2015

Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 3/23/2015

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: 5 minutes

Agenda Date: 4/7/2015 Follow Up Agenda Date:

Revised April 2013

MEMORANDUM OF UNDERSTANDING
For Participation in the Colorado Emergency Fire Fund

THIS Memorandum of Understanding (hereinafter "MOU" or "Agreement") is entered into by and between the Board of County Commissioners for the County of _____ (hereinafter the "County"), the _____ County Sheriff (hereinafter "Sheriff"), 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 the "State" or "CDPS" or "DFPC").

WHEREAS, in 1965, various Colorado counties initiated the first Emergency Fire Fund through an intergovernmental agreement executed in 1966, with voluntary contributions that were to be used for costs incurred in controlling wildfires by any of the parties contributing moneys to the fund; and

WHEREAS, House Bill 12-1283, effective July 1, 2012, designated the Colorado Department of Public Safety Division of Fire Prevention and Control as the state's manager and coordinator of wildland fire preparedness, response and suppression. The bill also gave the DFPC responsibility for administering a fund known as "the Emergency Fire Fund" to provide funding or reimbursement for wildfires to participating counties; and

WHEREAS, pursuant to §24-33.5-1220, C.R.S., the DFPC shall use the moneys in the Emergency Fire Fund to provide funding or reimbursement for wildfires in accordance with memoranda of understanding with participating public entities; and

WHEREAS, the parties find it to be in the best interests of the public health safety and welfare to enter into this MOU setting forth their mutual and respective duties regarding collection, administration, and disbursement of monies in the Emergency Fire Fund, pursuant to §24-33.5-1220(2)(b), C.R.S.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein, the parties hereby agree as follows:

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709.	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires - Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties

C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, *et seq.*	Local Government Budget Law
C.R.S. § 29-22.5-101, *et seq.*	Wildland Fire Planning
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1)(o).	Powers of the Board of County Commissioners

B. PURPOSE

The purpose of this Agreement is to (1) establish the County's participation in the Emergency Fire Fund program ("EFF Program" or "EFF" or "Fund," depending on the context); (2) establish the methodology and process for payments from the County to the EFF; (3) establish the methodology and process for eligible payments from the Fund to the County; and (4) describe the conditions under which the EFF will be managed.

C. REPEAL OF PRIOR AGREEMENT

This Agreement, upon full execution, shall repeal and replace any other prior EFF agreements.

D. SUMMARY OF KEY DATES ESTABLISHED HEREIN:

Initial Term	Effective Date through 1/31/2016
Assessment for Renewal Term 1	Effective Date or shortly thereafter
Renewal Term 1	2/1/2016 – 1/31/2017
Annual Contribution for Renewal Term 1	2/1/2016 or before
AOP Executed	4/1/2016 or before
Assessment for Renewal Term 2	7/1/2016
Renewal Term 2	2/1/2017 – 1/31/2018
Annual Contribution for Renewal Term 2	2/1/2017 or before
AOP Executed	4/1/2017 or before
Assessment for Renewal Term 3	7/1/2017
Renewal Term 3	2/1/2018 – 1/31/2019
Annual Contribution for Renewal Term 3	2/1/2018 or before
AOP Executed	4/1/2018 or before
Assessment for Renewal Term 4	7/1/2018
Renewal Term 4	2/1/2019 – 1/31/2020
Annual Contribution for Renewal Term 4	2/1/2019 or before
AOP Executed	4/1/2019 or before
Contract Expiration	1/31/2020

E. TERM

1. **Initial Term.** This Agreement shall be effective as of the date that it has been fully executed by all parties and the State Controller, and continue in effect for an initial term that ends on January 31, 2016 (the "Initial Term").
2. **Renewal Terms.** This Agreement shall continue in effect for up to four (4) additional terms of one 12-month-period each, beginning on February 1 of each year and ending on January 31 of the following calendar year (each being a "Renewal Term"), so long as (1) the County has paid the Annual Contribution for the Renewal Term by the later of February 1 of that calendar year or on the 75th day after the County received the Assessment invoice for that Renewal Term, and (2) no party is in default of any terms of this Agreement.

F. RELATED DOCUMENTS CONCERNING WILDLAND FIRE PROTECTION

1. **Cooperative Agreement.** The parties agree they will at all times during the term of this Agreement be party to the Agreement for Cooperative Wildfire Protection.
2. **Annual Operating Plan.** The parties shall develop, review, and execute, along with other participants, an Annual Operating Plan ("AOP") before April 1 of each year that this Agreement is in effect. The AOP will establish specific operational procedures intended to ensure prompt and effective response to and suppression of wildland fires. So long as the County has paid its Annual Contribution for the current Initial Term or Renewal Term, failure to execute an AOP by the April 1 deadline will not result in a penalty to any party pursuant to this Agreement. Instead, failure to execute an AOP by the April 1 deadline may cause a party to be in default of this Agreement pursuant to section H(1), thereby preventing an automatic subsequent Renewal Term pursuant to section E(2).

G. EMERGENCY FIRE FUND CONTRIBUTIONS, MANAGEMENT, AND DISBURSEMENTS

1. **Emergency Fire Fund.** The EFF is created in accordance with statute and exists through the payments made by participating Colorado counties and other entities that enter into EFF agreements with the DFPC. The DFPC maintains the EFF as an account under the fiscal management of the Division Director. Payments from the EFF shall be made in compliance with the provisions herein and all applicable laws, rules and regulations pertaining to DFPC funds, including but not limited to the State Fiscal Rules, §24-33.5-1202(3.8), C.R.S., and §24-33.5-1221(2)(b), C.R.S. There is no upper limit on the amount of funds that can accumulate in the EFF, and funds may accumulate from year to year.
2. **Assessments and County Contributions to the Fund.** Each Term, the County shall make its annual contribution to the EFF in the amount assessed by DFPC for the County for such Term in accordance with this section. To the extent not already paid, the County shall pay the assessment for the Initial Term simultaneously with the execution of this Agreement in the amount invoiced for 2015 by the Division. Subject to annual appropriation by the County, assessments and payments for Renewal Terms shall be as follows:
   - **i.** The DFPC shall calculate assessments in accordance with the following formula:

Annual EFF Assessment= Acreage Cost + Valuation Cost.

Acreage Cost= (fixed cost/acre * number of non-federal forested acres in the county) where the fixed cost per acre is set to $0.0075.

Valuation Cost= (annual valuation * normalization value) where the annual valuation is the total taxable assessed value of all acres in the county, and the normalization value reduces the sum of the assessments of all counties each year to $1M.

ii. On or before July 1 of the Initial Term and each subsequent Renewal Term, the DFPC shall send an invoice to the County for the actual assessment for the next Renewal Term.

iii. The County shall pay the invoiced amount no later than February 1 of each Renewal Term, except that under no circumstances shall the County have less than 75 days from its receipt of the invoice from DFPC to pay such invoice. All payments to the EFF are final and non-refundable except as provided in section H(3)(iv) of this Agreement.

3. Reporting, Management, and EFF Advisory Committee.

i. The Division shall provide periodic written financial reports ("EFF Financial Report") to all participants in the EFF Program at least once during each Term, identifying fund income, expenditures and encumbrances, and available balance. Pursuant to §24-33.5-1220(2)(a), C.R.S., the EFF may hold funds received from sources outside the scope of this Agreement, therefore DFPC shall account for such contributions separately from any other moneys in the EFF.

ii. The Division Director shall make the EFF Financial Report available for review to an advisory committee (the "EFF Advisory Committee") composed of the Division Director; three county commissioners designated by Colorado Counties, Inc.; three county sheriffs designated by County Sheriffs of Colorado; and two fire chiefs designated by Colorado State Fire Chiefs Association, pursuant to §24-33.5-1202 (3.8), C.R.S., and shall receive from the EFF Advisory Committee recommendations on matters relating to the Fund, including, without limitation, whether or not the Fund should be increased. Final decision making authority over fiscal management matters shall reside with the Division Director on behalf of the participant Counties, and shall constitute final agency action subject to review in accordance with the provision of § 24-4-106, C.R.S.

iii. The DFPC shall at all times administer the EFF in accordance with all applicable laws, rules, and regulations, including but not limited to §24-33.5-1220(2)(b), C.R.S., which states:

> "The division shall use the moneys in the emergency fire fund to provide funding or reimbursement for wildfires in accordance with memoranda of understanding with participating public entities."

In doing so, the DFPC shall consider the role of the EFF Advisory Committee as contemplated by §24-33.5-1202(3.8), C.R.S., which states:

> "'Emergency fire fund' means the emergency fire fund created in section 24-33.5-1220 that was first established in 1967 with voluntary contributions from counties and the Denver water board; administered by a nine-person committee composed of county commissioners, sheriffs, fire chiefs, and the director; and used for the purpose of paying

costs incurred as a result of controlling a wildfire by any of the parties contributing moneys to the fund, in accordance with the intergovernmental agreement for participation in the emergency fire fund."

4. **Disbursements from the Fund.** The provisions of this sub-section shall control the eligibility of costs for reimbursement or payment from the EFF. The DFPC shall make distribution from the EFF only upon direction of the Division Director or his/her designee, and is subject to the "Emergencies" provisions of the State Fiscal Rules (Rule 2). Disbursements shall be limited to reimburse or pay for Eligible Costs incurred in controlling a wildfire that is determined to be eligible for EFF assistance pursuant to section G(6) below and are incurred during the designated EFF Period. The designated EFF Period is defined as the time after the State assumes financial responsibility for the fire from the County until the County reassumes financial responsibility for the fire. During each Term, the DFPC will use EFF moneys to reimburse the County and the Sheriff for Eligible Costs incurred in connection with the County's and the Sheriff's wildland fire suppression efforts on fires within their jurisdiction, which are EFF approved as set forth in this Agreement during such Term.
   i. **Costs eligible for reimbursement by the EFF unless contrary to local agreements ("Eligible Costs"):**
      a. Host County permanent employees overtime pay including benefits.
      b. Host County temporary/seasonal employee regular and overtime pay including benefits.
      c. Host Fire Protection District permanent employees overtime pay including benefits and backfill.
      d. Host Fire Protection District temporary/seasonal employee regular and overtime pay including benefits.
      e. Host Volunteer Fire Department volunteer employees regular and overtime pay including benefits.
      f. State of Colorado employee project and overtime pay including benefits, and travel expenses.
      g. State of Colorado temporary/seasonal employee regular and overtime pay including benefits.
      h. State of Colorado, Host County, and Host Fire Protection District equipment use.
      i. Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort.
      j. Refurbishing of tools and equipment used in control of declared fire(s).
   ii. **Costs NOT eligible for reimbursement under the EFF:**
      a. Host County permanent employee regular/base salaries and benefits.
      b. Host County equipment repair due to normal wear and tear.
      c. Host County owned and managed aircraft use, normal wear and tear, and repair.
      d. Host Protection District permanent employee regular/base salaries and benefits.
      e. Host Fire Protection District equipment repair due to normal wear and tear.
      f. State of Colorado permanent employee regular/base salaries and benefits.
      g. State of Colorado equipment repair due to normal wear and tear.
      h. Costs covered by insurance.

i. County Sheriff's costs of performing the investigation of all human caused fires, except for overtime and benefits that occur during the designated EFF Period.

iii. **Costs that the Division Director may determine to be reimbursable as Eligible Costs on a case-by-case basis by the EFF:**

a. Damages to fire equipment resulting from a declared fire;

b. Other costs not outlined in this Agreement.

iv. For purposes of this sub-section G(5), "Host County" is defined as the county or counties in which the EFF incident is occurring, and "County" includes the Sheriff.

v. 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.

vi. Fires that begin as prescribed burns are the responsibility of the entity initiating the burn and not eligible for EFF benefits.

vii. Nothing in this Agreement shall prevent the Sheriff or County from seeking reimbursement for expenses and costs they incur during an EFF Fire for aid given on land under federal jurisdiction. Arrangements for these expenses and costs must be negotiated with federal agencies by the County or Sheriff and are outside of the scope of this Agreement.

5. **Procedure for Obtaining EFF Assistance.** To obtain EFF assistance, the Sheriff shall follow the procedure outlined in the Agreement for Cooperative Wildfire Protection for elevating a County Responsibility Fire to a State Responsibility Fire. Provided that EFF funds are available, the County shall be eligible for EFF assistance when the DFPC Analysis threshold for EFF assistance has been met. Any disagreements between the parties regarding eligibility for EFF assistance shall be addressed through the appeals process in accordance with the provision of § 24-4-106, C.R.S.

6. **Benefits for Participants.**

i. Counties that timely pay their invoiced contribution to the EFF upon execution of this Agreement are immediately eligible for 100% of EFF benefits for Eligible Costs. Any County that does not pay its 2015 contribution but chooses to participate in the EFF in a subsequent year will be eligible for EFF benefits on a pro-rata basis as follows: during the first year, 50% of Eligible Costs; during the second year, 75% of Eligible Costs; during the third and each subsequent year, 100% of Eligible Costs.

ii. A County's participation in the EFF shall not disqualify or otherwise limit its eligibility for other financial assistance that may be available for Counties that are not participants in the EFF.

7. **Fund Depletion.** If at any time during the term of this Agreement the EFF becomes depleted or has insufficient funds to meet the obligations of the Fund, the County shall have no claim against the Fund, the Division, or the State.

H. DEFAULT AND TERMINATION

1. **Default and Notice.** Any party that fails to comply with any obligation of this Agreement shall be in default. In the event the DFPC is in default, the County and/or Sheriff shall send written notice, pursuant to section I(5), to the Division describing the nature of the default, the actions required to cure the default, if any, and offer a minimum of ten (10) business days from the date the notice is delivered to the DFPC to cure the default. In the event either the County or Sheriff, or both, are in default, the DFPC shall send the written notice to the County and Sheriff, describing the nature of

the default, the action required to cure the default, if any, and offer a minimum of ten (10) business days from the date the notice is delivered to the County and Sheriff to cure the default. In the event both the County and the Sheriff are in default and the notice is delivered to the County and the Sheriff on different days, the cure period begins from the later date.

2. **Remedies for Default.** If a defaulting party fails to timely cure its default pursuant to the terms of the default notice as described above, or if the default is of a nature that cannot be cured, any other party may terminate this Agreement by sending written notice, pursuant to section I(5), to the defaulting party advising that this Agreement is terminated and setting forth a date of termination, which date shall be no earlier than the date the termination notice is delivered to the defaulting party.
3. **Termination.** In addition to termination of this Agreement for an uncured default as set forth above, this Agreement may be terminated as follows:
   - **i.** *In the Public Interest*. The Division 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 of Colorado, the Division, 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 Division's obligations hereunder. The State shall notify the County and Sheriff of such termination in writing, pursuant to section I(5), and specify the effective date of the termination.
   - **ii.** *Dissolution of the EFF*. If the EFF is dissolved, terminated, or cancelled for any reason, the Division shall terminate this Agreement by sending written notice to the County and Sheriff.
   - **iii.** *Termination by County or Sheriff.* The County or Sheriff may terminate this Agreement at will by providing written notice to the Division of its intent to terminate. The termination shall be effective as of the end of the then existing Term.
   - **iv.** *Refund in the Event of Termination.*
     - **a.** In the event of a default by the County or Sheriff, or both, for any reason OTHER than its or their failure to timely enter into an AOP, the County and Sheriff may not be eligible to receive any EFF funds for any Eligible Costs that are incurred after the date of termination set forth in the default notice. Furthermore, the County shall refund to the State any sums the State paid or is obligated to pay for Eligible Costs incurred by the County for that Term prior to the date of termination.
     - **b.** In the event the Division terminates this Agreement for default due to the failure of the County or Sheriff to enter into an AOP for any reason by April 1 of each Renewal Term, the County and Sheriff shall not be eligible to receive any EFF funds for any Eligible Costs that are incurred for that Term after the date of termination set forth in the default notice. Furthermore the Division shall repay to the County all sums the County paid for that Term, less (1) any sums the State paid or is obligated to pay to the County for Eligible Costs incurred by the County during that term prior to the date of termination; and (2) EFF funds committed during that Term prior to termination for any other fire in jurisdictions covered by the EFF in reliance on the Annual Contribution by the County and Sheriff for that Term.

c. If the Division terminates this Agreement in the public interest, the State shall refund to the County all funds the County paid to the EFF for the Term in which the termination occurs, less any sums the State paid or is obligated to pay for Eligible Costs incurred by the County prior to the date of termination.

d. Notwithstanding anything to the contrary in this Agreement, and unless otherwise required by future law, neither party shall be entitled to any refund of EFF contributions made in any prior Terms.

I. ADDITIONAL PROVISIONS AND COLORADO SPECIAL PROVISIONS

1. **Compliance with Laws, Regulations, and Requirements.** Each party agrees to comply with all applicable federal, state and local laws, codes, regulations, rules, and orders.
2. **Assignment.** No 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 third person not a party to this Agreement, without the prior written approval of the other parties.
3. **Binding Nature; Entire Agreement; Waiver.** Except as herein provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. None of the terms or conditions in this Agreement shall give rise to any claim, benefit, or right of action by any third person not a party hereto. Any person or entity, other than the Division, County, or Sheriff receiving services or benefits under this Agreement shall be deemed only an incidental beneficiary. This Agreement is executed and delivered with the understanding that it constitutes the entire agreement between the parties with respect to the subject matter hereof. The failure of any party to insist upon performance of any covenant or condition hereof upon one or more occasions shall not constitute a waiver thereof.
4. **Changes and Amendments.** No modification or amendment to this Agreement, including all exhibits, shall be effective unless made in writing and signed by the authorized representatives of all parties hereto.
5. **Notices.** All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed effective upon delivery, if delivered personally, or three (3) calendar days after mailing if deposited in the U.S. Mail, postage prepaid, and addressed to the respective parties as follows:

   DFPC: Paul L. Cooke, Division Director, 690 Kipling Street, #2000, Lakewood, Colorado 80215.
   County: *Name, Title, Address*
   Sheriff: *Name, Title, Address*

   Copies of EFF Financial Reports shall also be sent to:

   County: *Name, Title, Address*
   Sheriff: *Name, Title, Address*

   Copies of Annual Assessments shall also be sent to:

   County: *Name, Title, Address*
   Sheriff: *Name, Title, Address*

6. **Captions, Construction, and Agreement Effect; Severability.** The captions and headings used in the Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
7. **Ability to Contract.** Each party represents that it is not subject to any restrictive obligations imposed by any other Agreement or agreement that would impair its ability to perform its obligations hereunder. The individual or individuals signing on behalf of each party represent that they are fully authorized by law, statute, delegation, or otherwise to execute this Agreement and make it binding and enforceable against the party on whose behalf the individual or individuals is or are signing.
8. **Order of Precedence.** The provisions of State law, this Agreement, the Cooperative Agreement and the AOP shall govern the relationship of the parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, as now exist or may exist in the future, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:
    - **i.** Colorado Revised Statutes;
    - **ii.** Special Provisions set forth in section I(11);
    - **iii.** The provisions in the main body of this Agreement;
    - **iv.** The exhibits attached to and incorporated into this Agreement
9. **Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies or scanned versions of an original signature by any party shall be binding as if they were original signatures.
10. **Appropriations.** Because this Agreement involves the expenditure of public funds, all obligations under this Agreement are contingent upon appropriation and continued availability of funds for such obligations. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or the laws of the State of Colorado.
11. **Colorado Special Provisions.** The following Special Provisions are required by law to be contained in every agreement of the State of Colorado. Any conflict between the Special Provisions and any other provision of this Agreement shall be resolved in favor of the applicable Special Provision:
    - **i.** 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.
    - **ii.** 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.
    - **iii.** 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.

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

v. COMPLIANCE WITH LAW. The County and the Sheriff shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. 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.

vii. 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.

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

Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. 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. The County and the Sheriff has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the County's or Sheriff's services and the County and the Sheriff shall not employ any person having such known interests.

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

_____ COUNTY, COLORADO:

Board of County Commissioners:

By:_____
Chair

_____
Print Name & Title of
Authorized Officer

ATTEST:
(SEAL)

_____
County Clerk

County Sheriff:

By:_____
Sheriff

EFF ADVISORY COMMITTEE:

Approved as to Form

By: _____
Chair

STATE OF COLORADO:
John Hickenlooper, GOVERNOR

Department of Public Safety: Division of Fire Prevention and Control

By:_____
Paul Cooke
Division Director

APPROVED:

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

By: _____

ALL CONTRACTS MUST BE APPROVED
BY THE STATE CONTROLLER
CRS 24-30-202 requires that the State Controller approve all state contracts. This MOU is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the MOU is signed and dated below. If the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
ROBERT JAROS

By:_____
Date:_____

2015 GUNNISON COUNTY ANNUAL OPERATING PLAN

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PREAMBLE

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

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 other words, 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
- Gunnison County Emergency Operations Plan
- 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.

West Region Wildfire Council

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

Gunnison Basin Wildfire Council

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

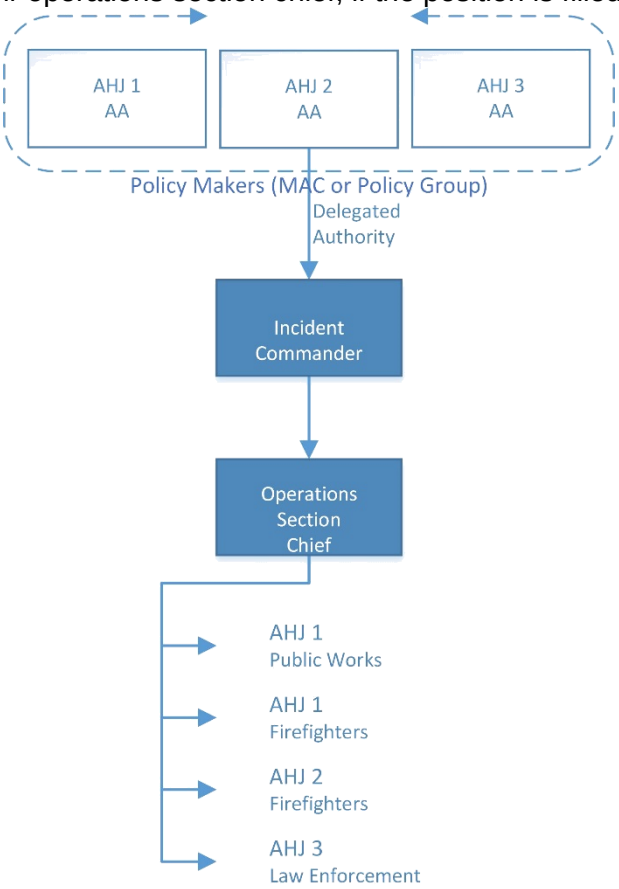
Gunnison Regional Dispatch Center and Montrose Interagency Dispatch Center (MTC) should meet annually to discuss dispatch coordination procedures. County Communications with MTC will receive reports of wildfires and coordinate the notification and/or dispatch of the appropriate jurisdictional agency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

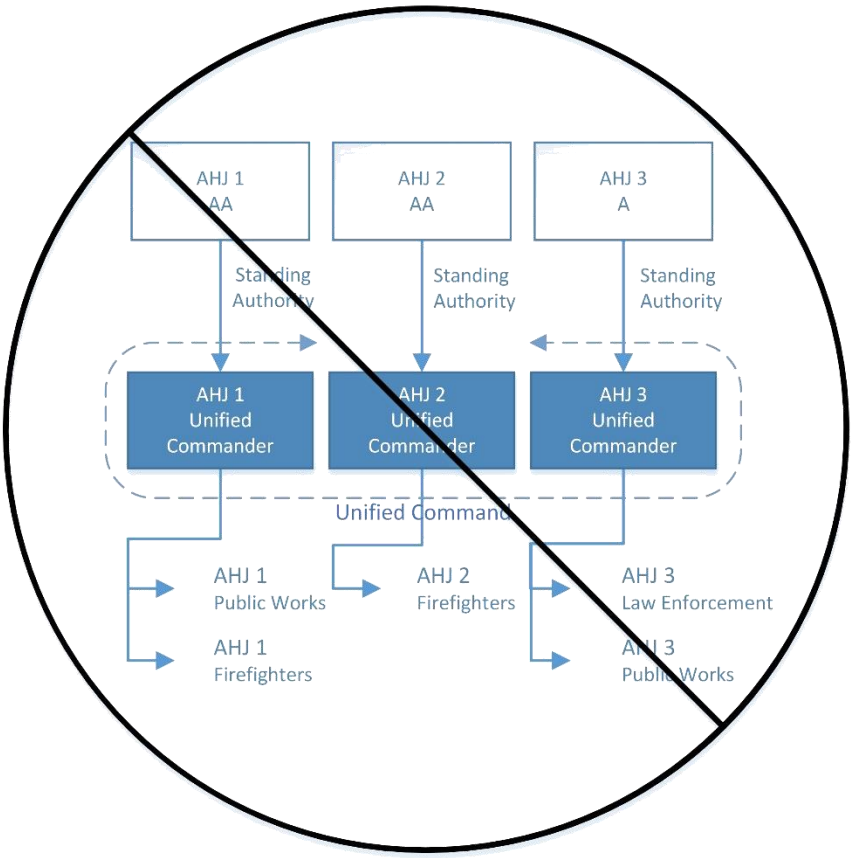
- Single incident commander (IC) with delegated responsibility from a group of agency administrators (AA): This method is the best practice for wildland fire management in western Colorado and should be utilized for all extended attack fires. With this method, an AA group is formed. It should consist 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.



Unified Command

Under unified command agencies work together through their designated incident commanders at a single incident command post to establish common objectives and issue a single Incident Action Plan

If unified command is used it is important that the UC be represented by an individual Representative (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.



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

- While Gunnison Sage Grouse protection and habitat enhancement is a high priority for the Department of Interior, Bureau of Land Management fire management program, firefighter and public safety is the first priority on every fire and takes precedence over natural resource protection. Local agency administrators and resource advisors will convey resource protection priorities to incident commanders. Incident Commanders will then develop and establish incident objectives, strategies, and operational tactics that ensure firefighter and public safety. Fire suppression strategies and tactics used on an incident will comply with Resource Management Plan (RMP) and Fire Management Plan (FMP) direction, as well as current policy.

  When an unplanned ignition occur in Gunnison Sage Grouse habitat on BLM land, the BLM will be immediately notified so the Fish and Wildlife Service (FWS) can become engaged and emergency consultation can take place when appropriate.

- Use of mechanized equipment in special designation areas(wilderness, etc..) 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 DFPC aviation resources 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 resources. DFPC aviation resources may be pre-positioned at the Gunnison/Crested Butte Regional Airport or Montrose Regional Airport. DFPC will notify participants to this plan when a SE/AT is pre-positioned in Gunnison or Montrose. The request procedure for state resources is the same for all other aircraft through Montrose Interagency Dispatch Center.

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 April 1, 2015 to May 31, 2016. 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 2014 Gunnison County AOP sign on or before May 1, 2014

EXHIBITS

EXHIBIT 1

DIRECTORY OF PERSONNEL AND/OR AUTHORIZED AGENCY REPRESENTATIVES

Colorado Division of Fire Prevention and Control				TELEPHONE (970) 773-4259 FAX (970) 249-5718 Emergency (970) 249-1010 [Montrose Interagency] E-mail: **luke.odom@state.co.us**	
Remember to CALL 303-279-8855 when requesting EFF and Regional FMO assistance					
NAME/TITLE	CITY/STATE	AREA CODE	OFFICE COMM.	CELL PHONE/ PAGER	HOME
Luke Odom West Region FMO	Montrose, CO	970	773-4259	(970)773-4259 249-1010 (MTC Dispatch)	773-4259
Steve Ellis Area FMO	Montrose, CO	970		(970)596-0685 249-1010 (MTC Dispatch)	Use cell
Neighboring Regional FMO's Phil Daniels Dave Toelee Ryan McCulley	 San Luis Valley Colorado River South West	 720 970 970	315-4240	 315-4240 989-3475 765-6279	Use cell
West Region Field Manager Drew Petersen		970	633-0201	same	
Sam Pankratz Forester CSFS	Gunnision	970	258-2105	same	
Damon Lang Forester CSFS	Salida	719	239-0638		
IF UNABLE TO CONTACT THOSE ABOVE, CALL: Colorado State Patrol	Denver CO	303	279-8855		—

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
Bobbie Lucero Deputy Emergency Manager	Gunnison, CO	970	641-2481	640-2443	
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	901-9849	641-0832
Assistant Chief-EMS Rob Hughes	GUNNISON, CO	970		275-3930	641-4096
Captain –Tom McDonough	GUNNISON, CO	970	641-8030	275-0772	
Captain – Hugo Ferchau	GUNNISON, CO	970	641-8157	209-7666	641-3498

2/23/12

CRESTED BUTTE FIRE PROTECTION DISTRICT **PO BOX 1009** **RAGGED MOUNTAIN FIRE PROTECTION DISTRICT** **PO BOX 570** **PITKIN VFD** **PO BOX 235** **ARROWHEAD FIRE PROTECTION DISTRICT** **2069 SPRUCE RD**			DISPATCH 970-641-8201 (Delta) 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	209-0561	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
Jim Gelsomini ARROWHEAD CHIEF		970	862-8330	303-881-7480	862-8456

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**
Jason Ferguson Assistant Dispatch Center Manager	Montrose CO	970	240-5354		jsferguson@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
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	

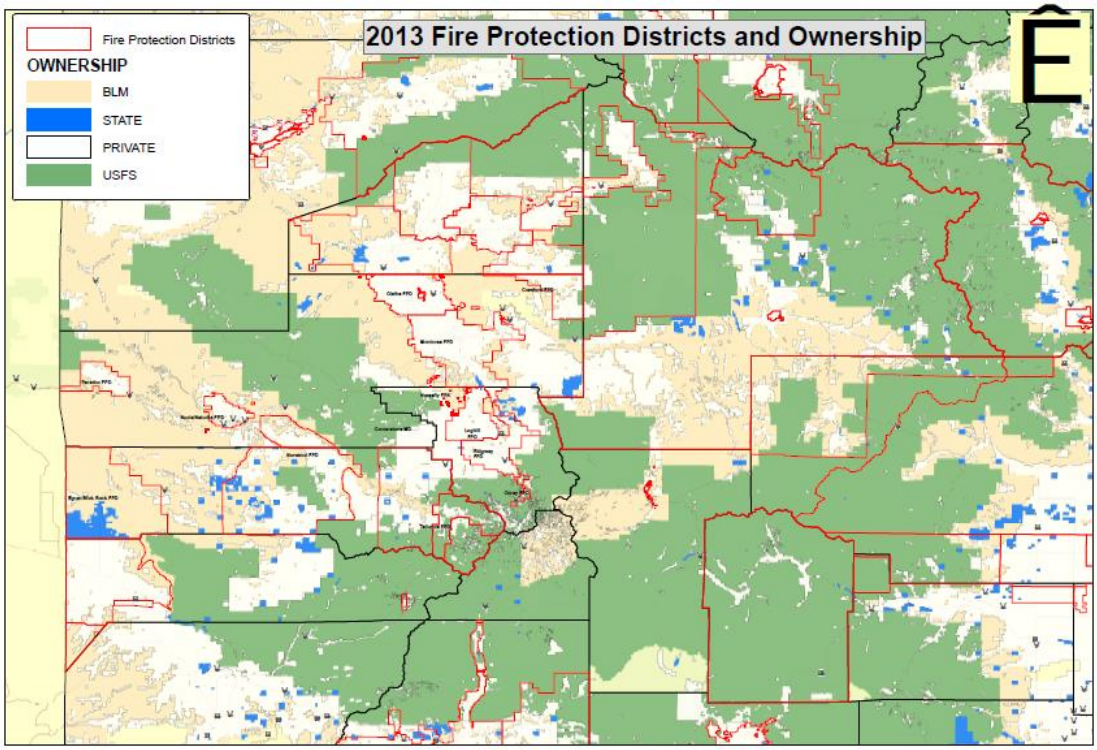
NAME/TITLE	CITY	AREA CODE	OFFICE COMM	CELL	Email
Bruce Noble Superintendent	Gunnision	970	641-2337 Ext 220	275-9899	
Andy Bundshuh Fire Management Officer	Dinosaur	970	374-3014	720-879-3322	
Ross Oxford Fuels Specialist	Grand Junction	970	244-3080	629-1908	K_Ross_Oxford@nps.gov
Ryan Thrush LE Ranger	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
Clay Fowler Forest Fire Management Officer	Montrose	970	874-6619		
COREY ROBINSON West Zone FMO (Norwood/Gunnison)	Montrose	970	327-4261		
Jim Ramirez East Zone AFMO Gunnison	Gunnison	970	642-4431	615-0245	
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
Erick Stahlin North Zone FMO Grand Valley/PaoniaRD	Grand Junction	970	263-5824	819-3562	ewstahlin@fs.fed.us

EXHIBIT 2

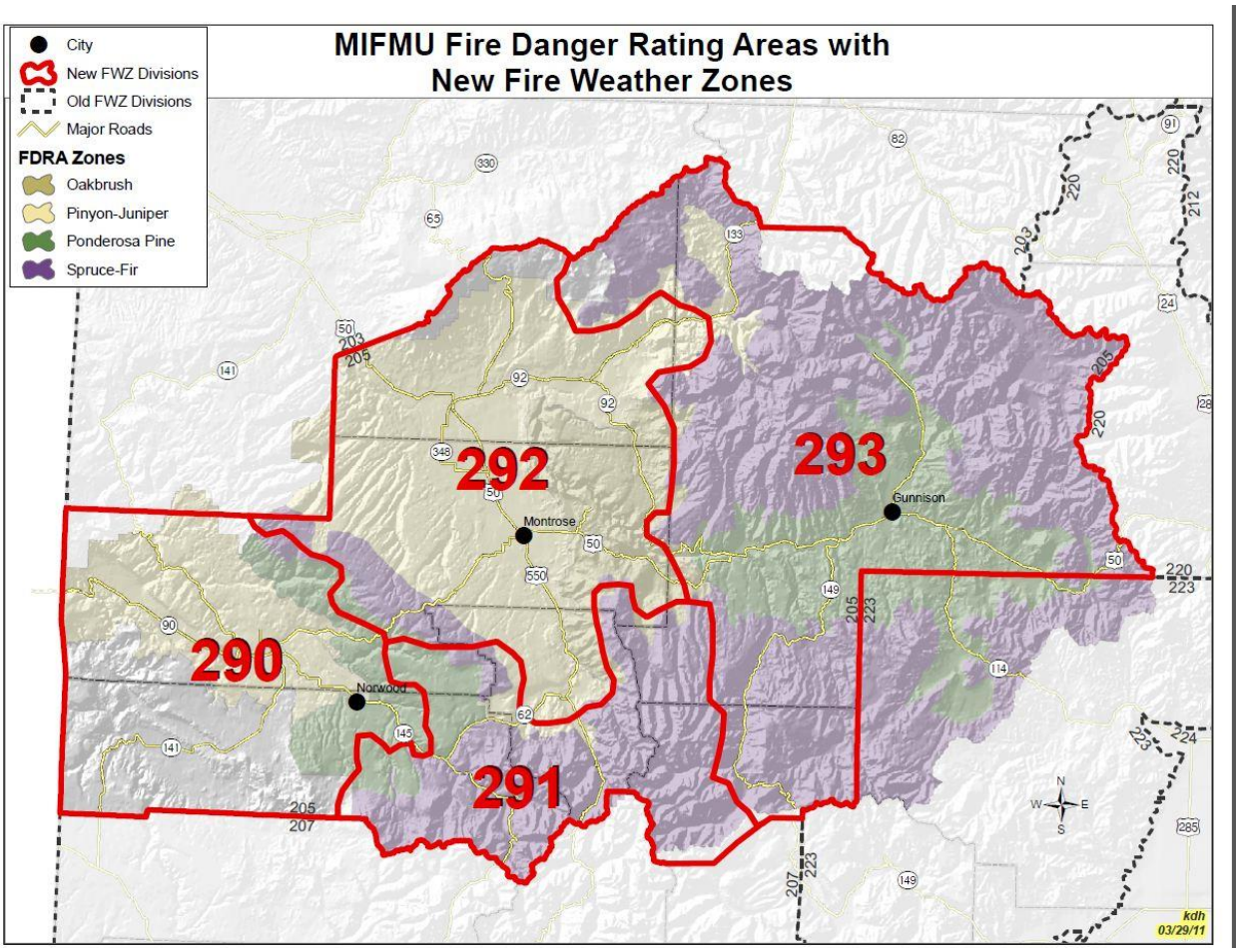
FIRE PROTECTION DISTRICT/OWNERSHIP MAPS

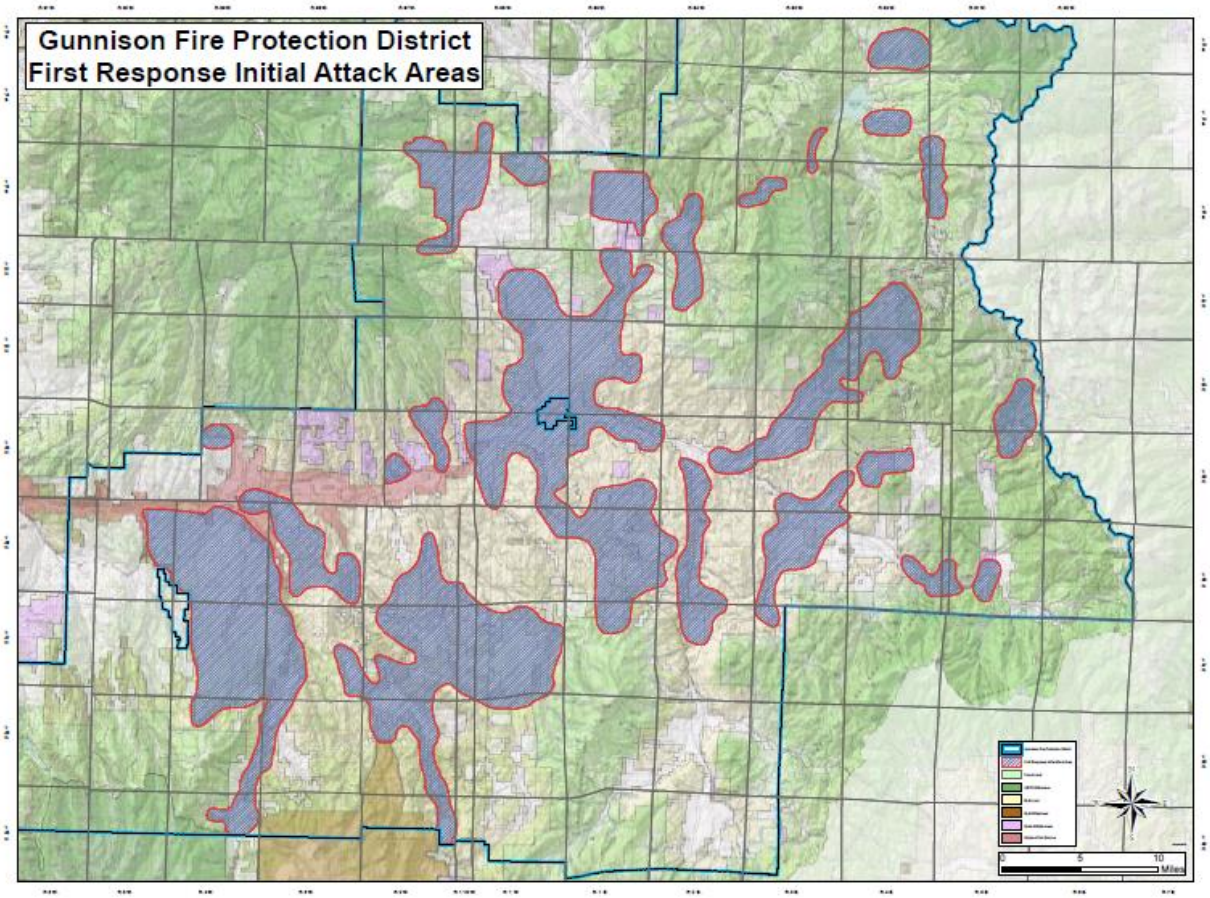


Map updated 1/31/13
CDFPC
Luke Odom
West Region FMO

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
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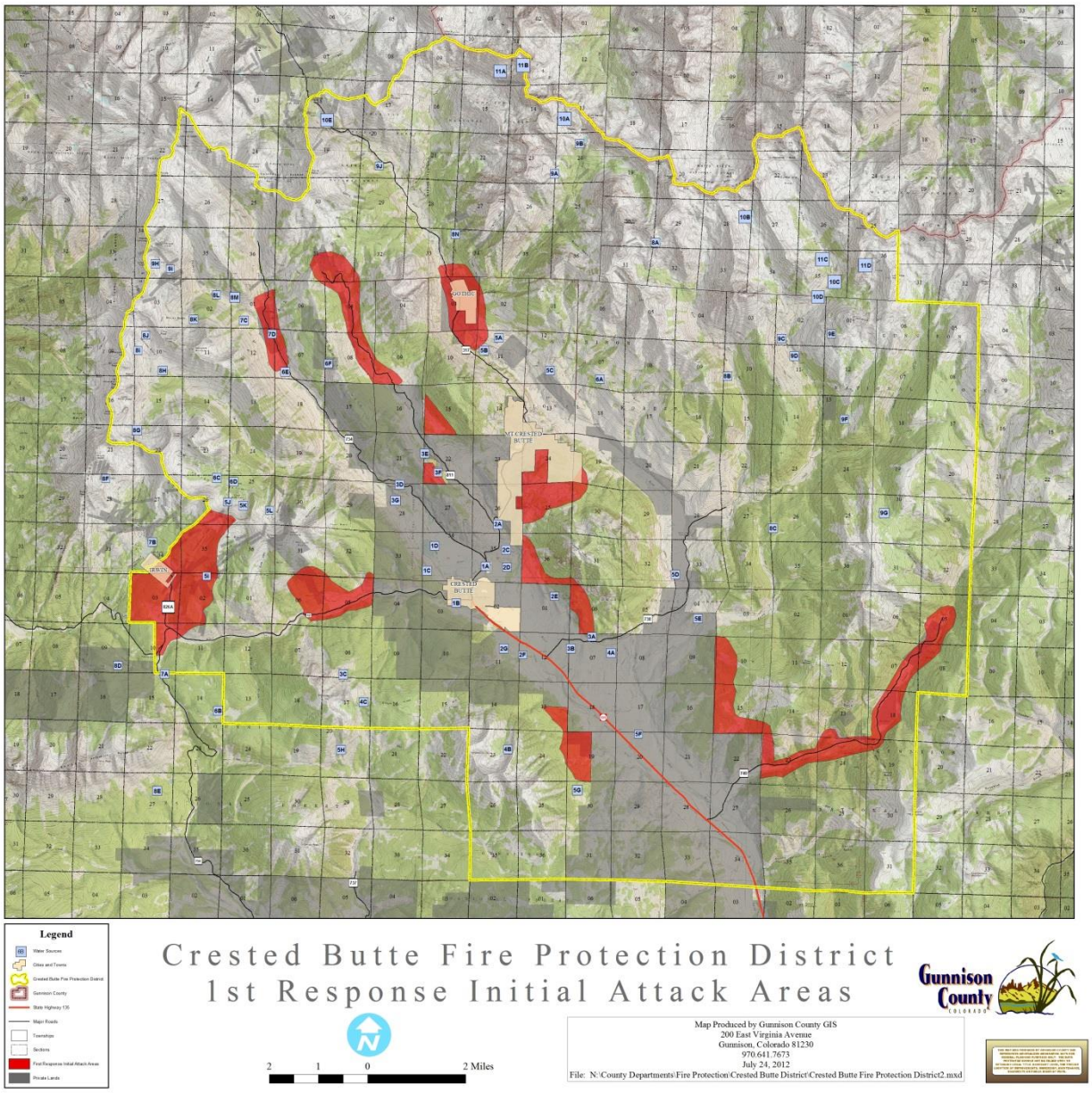
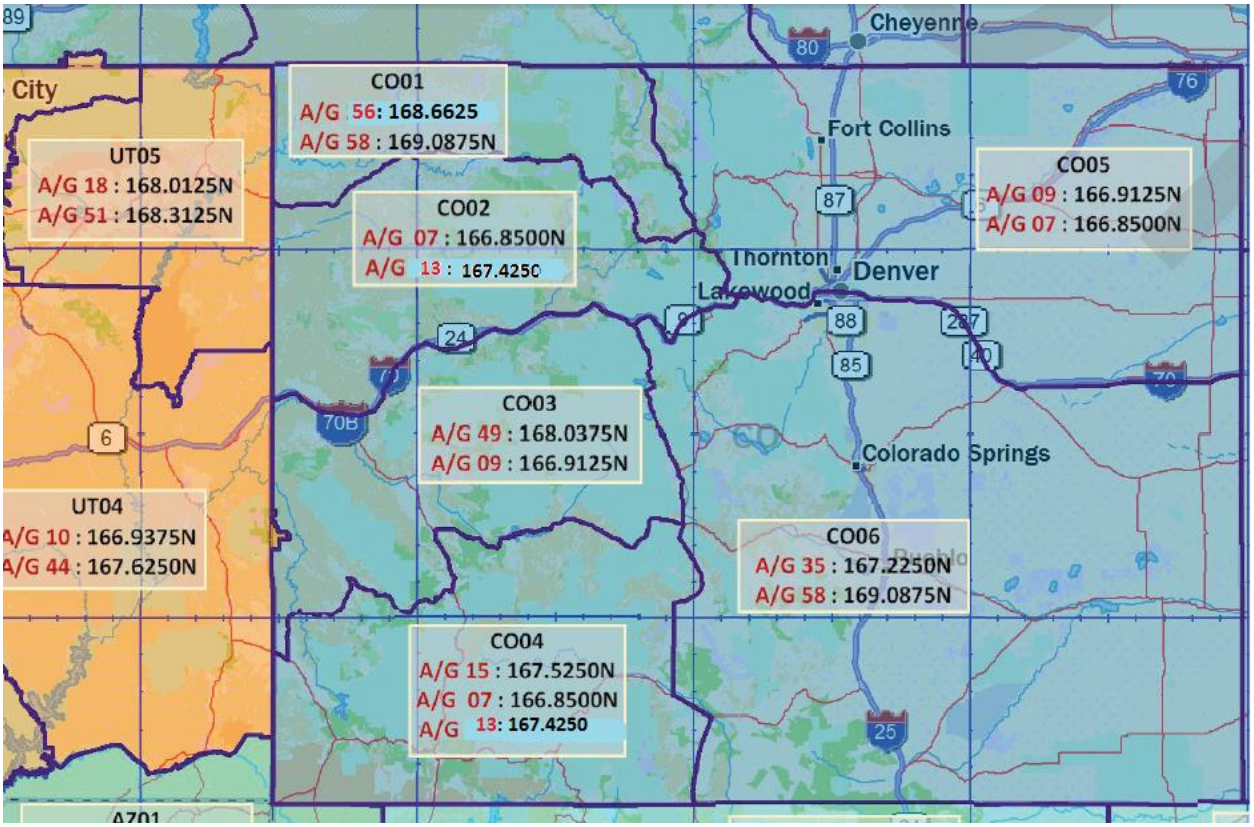
Miles


Legend
Water Sources
Cities and Towns
Crested Butte Fire Protection District
Gunnison County
State Highway 135
Major Roads
Townships
Sections
Fire Response Initial Attack Areas
Private Lands
Crested Butte Fire Protection District
1st Response Initial Attack Areas
Gunnison County
COLORADO
2 1 0 2 Miles
Map Produced by Gunnison County GIS
200 East Virginia Avenue
Gunnison, Colorado 81230
970 641 7673
July 24, 2012
File: N:\County Departments\Fire Protection\Crested Butte District\Crested Butte Fire Protection District2.mxd


Cheyenne
City
CO01
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UT05
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Fort Collins
CO05
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CO02
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Thornton
Denver
Lakewood
CO03
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Colorado Springs
UT04
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CO06
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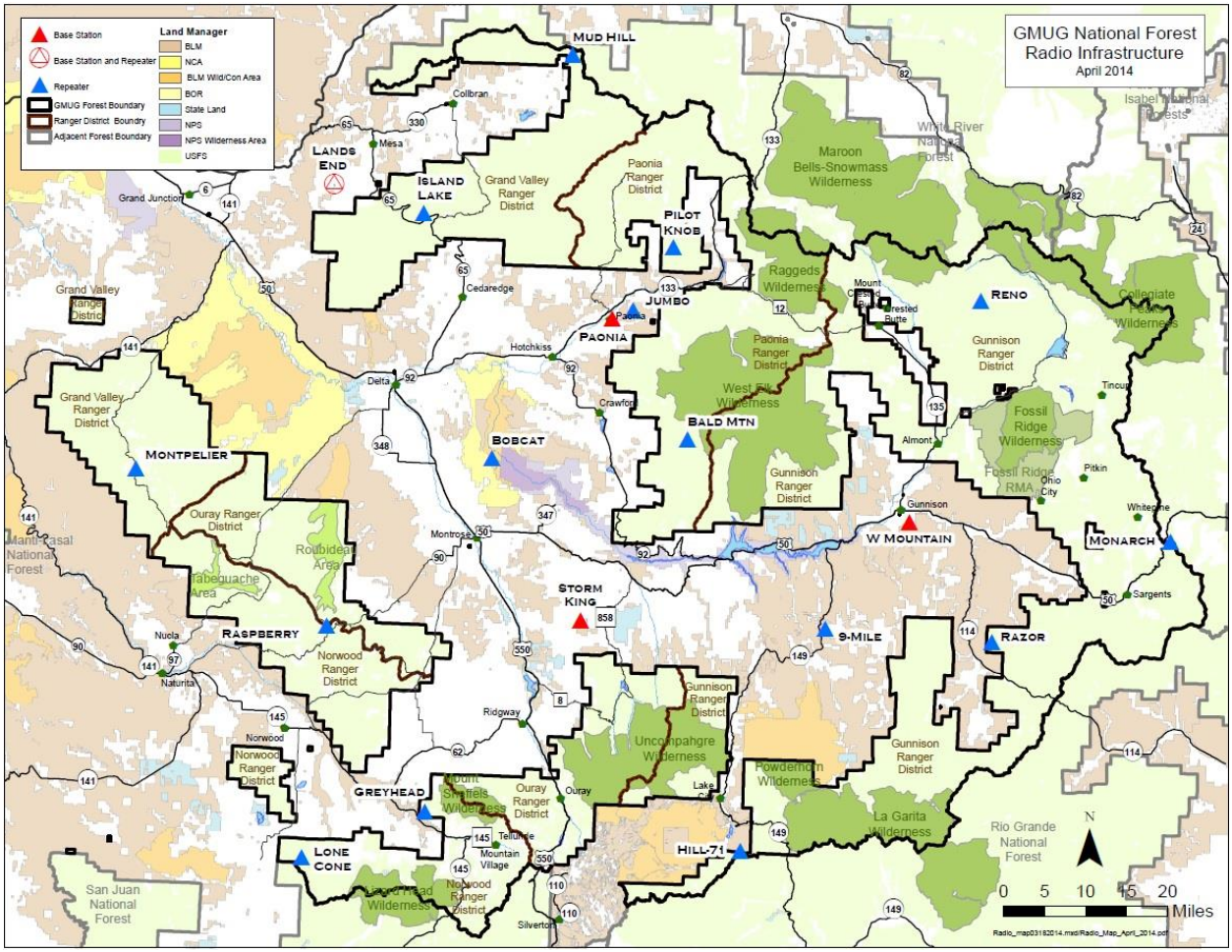
GMUG National Forest
Radio Infrastructure
April 2014
Base Station
Base Station and Repeater
Repeater
GMUG Forest Boundary
Ranger District Boundry
Adjacent Forest Boundary
Land Manager
BLM
NCA
BLM Wild/Con Area
BOR
State Land
NPS
NPS Wilderness Area
USFS
MUD HILL
LANDS END
ISLAND LAKE
PILOT KNOB
JUMBO
PAONIA
BALD MTN
BOBCAT
MONTPELIER
RASPBERRY
STORM KING
GREYHEAD
LONE CONE
HILL-71
9-MILE
W MOUNTAIN
RENO
RAZOR
MONARCH
Grand Junction
Mesa
Collbran
Cedaredge
Hotchkiss
Delta
Crawford
Paonia
Montrose
Ridgway
Ouray
Norwood
Nucla
Naturita
Telluride
Mountain Village
Silverton
Lake City
Gunnison
Almont
Crested Butte
Mount Crested Butte
Tincup
Pitkin
Ohio City
Whitepine
Sargents
Grand Valley Ranger District
Paonia Ranger District
Maroon Bells-Snowmass Wilderness
White River National Forest
Raggeds Wilderness
West Elk Wilderness
Gunnison Ranger District
Collegiate Peaks Wilderness
Fossil Ridge Wilderness
Fossil Ridge RMA
Ouray Ranger District
Roubideau Area
Tabeguache Area
Norwood Ranger District
Uncompahgre Wilderness
Powderhorn Wilderness
La Garita Wilderness
Rio Grande National Forest
San Juan National Forest
Mount Sneffels Wilderness
Lizard Head Wilderness
Isabel National Forests
Mesa Verde National Forest
N
0 5 10 15 20
Miles

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.

www.coemergency.com for current restrictions/closures

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 April 1 of each year with all cooperating agencies having wildfire suppression responsibilities within the County. Failure to complete the AOP by April 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 April 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 (EFF 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

CO-MTC	Montrose Dispatch Zone Frequency Plan						27-Jan-15
Type	Name	RX	RX tone	TX	TX tone	Area	Remarks
Command	Island Lake	170.4625		164.8250	103.5	Grand Mesa west	
	JUMBO	170.0250	173.8	165.4500	71.9	Paonia	
	BALD MT	170.4625		164.8250	136.5	Paonia	
	PILOT KNOB	170.4625		164.8250	131.8	Paonia	
	MONTPELIER	170.4625		164.8250	114.8	Uncompahgre North	
	MANTI LA SAL	170.0250	173.8	165.4500	167.9	Uncompahgre	
	RASPBERRY	170.0250	173.8	165.4500	107.2	Uncompahgre South	
	LONE CONE	170.0250	173.8	165.4500	179.9	Norwood	
	GRAYHEAD	170.0250	173.8	165.4500	123.0	Telluride	
	STORMKING	170.0250	173.8	170.0250	173.8	Montrose	
	MONTROSE PORT	170.0250	173.8	165.4500	127.3	Montrose	
	Jackson	170.4625		164.825	141.3	Cimarron	Install planned for spring of 2015
	Bobcat April- Oct	170.0250	173.8	165.4500	146.2	Black canyon	Check with MTC for operation
	W MOUNTAIN **Base**	170.4625		170.4625	123.0	Gunnison	
	MONARCH	170.4625		164.8250	156.7	Gunnison East	
	9 MILE	170.4625		164.8250	167.9	Gunnison west	
	Razor Creek Dome	170.4625		164.825	192.8	Gunnison south	
	GUNNISON PORTABLE	170.4625		164.8250	127.3	Gunnison	
	HILL 71	170.4625		164.8250	146.2	Lake City	
	RENO DIV	170.4625		164.8250	151.4	Crested Butte	
TACTICAL	VFIRE21	154.2800		154.2800			Rx = Tx
Simplex	BLM WORK	168.3500		168.3500		BLM work channel	
	FS WORK	164.9875		164.9875		Forest tac narrowband	
	GMUG TAC	167.5500		167.5500		Forest Fire SOA	
	Fire TAC 7	169.2875		169.2875		BLM Fire SOA	
AVIATION	A/G49	168.0375		168.0375		Zone 3	Between I-70 & Hwy 50
Simplex	A/G9	166.9125		166.9125		Zone 3	Between I-70 & Hwy 50
	A/G15	167.5250		167.5250		Zone 4	South of Hwy 50
	A/G7	166.8500		166.8500		Zone 4	South of Hwy 50
	A/G13	167.425		167.425		Zone 4	South of Hwy 50
	Air Guard	168.625		168.625		emergency/initial	contact 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)

EXHIBIT 6

WERF GUIDELINES

Wildfire Emergency Response Fund (WERF)

2015 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*

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

_____ _____

Signature *Date*

SCOTT ARMENTROUT FOREST SUPERVISOR

Printed Name *Title*

GRAND MESA, UNCOMPAHGRE, 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*

BRUCE NOBLE PARK SUPERINTENDENT

Printed Name *Title*

BLACK CANYON NATIONAL PARK and CURECANTI NATIONAL RECREATION AREA

Federal Agency, Unit

Title