

RESOLUTION NO. R-014-049

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO

A RESOLUTION APPROVING THE ADOPTION OF  
THE ANNUAL OPERATING PLAN (AOP)

*WHEREAS*, the Board of County Commissioners of the County of Douglas (the "County"), acknowledges the need to prepare for disasters;

*WHEREAS*, the County acknowledges the risk of Wildfire as a significant hazard that must be addressed through proper planning with appropriate responding agencies;

*WHEREAS*, The Annual Operating Plan (AOP) is a working document compiled each year by the Colorado Division of Fire Prevention and Control, Douglas County Sheriff's Office, Board of County Commissioners of the County of Douglas, and the USDA Forest Service, Pike-San Isabel National Forest.

*WHEREAS*, this plan fulfills the requirements in the latest "Interagency Cooperative Fire Agreement". The purpose of the plan is to set forth standard operating procedures, agreed upon procedures and responsibilities in order to implement cooperative wildfire protection on all lands within Douglas County.

*WHEREAS*, the plan will be effective on the dates shown through May 1, 2015.

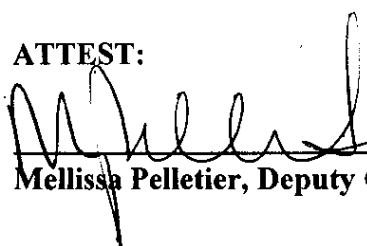
**BE IT RESOLVED**, BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the Annual Operating Plan is adopted as the plan which sets forth standard operating procedures, agreed upon procedures and responsibilities in order to implement cooperative wildfire protection on all lands within Douglas County.

**PASSED AND ADOPTED** this 22<sup>nd</sup> day of April, 2014, in Castle Rock, Douglas County, Colorado

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO

BY:   
ROGER PARTRIDGE, CHAIR

ATTEST:

  
Mellissa Pelletier, Deputy Clerk



# 2014 DOUGLAS COUNTY ANNUAL OPERATING PLAN

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## **PREAMBLE**

N/A

## **PURPOSE**

This Annual Fire Operating Plan (AOP) is to set forth standard operating procedures, agreed procedures, and responsibilities to implement cooperative wildfire protection on all lands within Douglas County.

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

## **RECITALS**

Under Colorado Revised Statute 30-10-513 the County Sheriff is responsible for coordination of fire suppression efforts in the case of prairie, forest, or wildland fires or wildfires occurring in the unincorporated area of the County outside the boundaries of a fire protection district, or those that exceed the capabilities of the fire protection district to control or extinguish. The County's responsibilities are limited to those set forth in Section 30-20-512, 30-10-513 and 30-10-513.5. Within Douglas County, both State Land Board-owned and State Agency-owned lands exist. State Land Board-owned properties exist in the vicinity of Cheesman Reservoir (Four Mile State Land). State Agency-owned lands include Roxborough, Chatfield, and Castlewood Canyon State Parks.

If a wildfire exceeds the capabilities of the County to control or extinguish, the Sheriff shall request assistance from the Division of Fire Prevention and Control (DFPC). The Sheriff and the

DFPC Director or designee shall enter into an agreement concerning the transfer of authority and responsibility for fire suppression (C.R.S. 29-22.5-103 (2) (c-d).

The DFPC shall be the lead state agency for wildland fire suppression in accordance with the provisions of House Bill 12-1283 which "transfers the wildland fire prevention and suppression operations from Colorado State Forest Service to the Division of Fire Prevention and Control, within the Colorado Department of Public Safety, effective July 1, 2012." Additionally, the Colorado Office of Emergency Management (COEM) documents Emergency Support Function for Wildland Fire (4a) in the State Emergency Operations Plan. Information on specific roles and responsibilities concerning ESF4a can be found in the appendices.

The chief of the fire department in each fire protection district is responsible for the management of wildland fires that occur within the boundaries of his or her district and that are within the capability of the fire district to control or extinguish in accordance with the provisions of Section 32-1-1002(3)(a) C.R.S. The Fire Chief may utilize mutual aid agreements and unified command with neighboring fire protection districts to suppress and control fires that cross or threaten to cross the boundaries of the district. The Fire Chief may transfer any duty or responsibility under this section to the County Sheriff with the concurrence of the Sheriff C.R.S. 29-22.5-103(1)(a-c).

For fires involving Federal land, the Fire Department, Sheriff, and Federal jurisdiction representative will determine responsibilities, command structure, cost share agreements, and other administrative issues at the time of the incident.

Local DFPC personnel will respond as needed and be available to respond to wildfires on state and private lands when called by Douglas County Office of Emergency Management (OEM). Such response will be at no cost to the County, except as provided for by other agreements. DFPC will provide technical assistance to the County in suppression, logistics, planning, and other necessary duties, upon the County's request.

## **INTERAGENCY COOPERATION**

### **Interagency Dispatch Centers**

Pueblo Interagency Dispatch Center (PIDC 719-553-1600) is the dispatch center for USFS managed lands in Douglas County.

Douglas Regional Dispatch Center (303-660-7500) is the primary multi-jurisdictional dispatch center for the Sheriff's Office and following Fire Departments within Douglas County: Castle Rock, Franktown, Jackson 105, Larkspur.

Additional Dispatch Centers operating within Douglas County include: Littleton Fire Dispatch (Littleton FD), JeffCo Dispatch (North Fork FPD), METCOM (South Metro FRA, West Douglas FPD), Teller County Dispatch (Mountain Communities FPD), West Metro Fire Dispatch (West Metro FD).

### **Interagency Resources**

See Wildland Fire Response Section

## **Standards**

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

The standard for wildland fire training and qualifications within Colorado is the NWCG 310-1. State and Federal employees engaged in wildland firefighting activities will meet the current NWCG qualification standards. Douglas County resources assigned to State and Federal incidents beyond the mutual aid period will meet NWCG 310-1 qualification standards.

## **PREPAREDNESS**

### **Protection Planning**

See Wildland Fire Response Section

### **Protection Areas and Boundaries**

See Wildland Fire Response Section

### **Methods of Fire Protection and Suppression**

See Wildland Fire Response Section

#### **Reciprocal (Mutual Aid) Fire Assistance**

Signatories to this AOP agree that a Single qualified IC will be appointed with concurrence by signatories or their representative(s).

Mutual aid fire protection zones covering the entire county have been established.

In Douglas County, the Mutual Aid Zone will be defined as all lands within one mile of federal boundary lines. The Mutual Aid Zone is for initial attack purposes only.

Assisting agencies may, at times, take initial attack action on lands under another agency's jurisdiction. The primary criterion for such initial attack will be whichever agency is in the best position at the time the fire is reported to take the most rapid and effective action.

#### **Acquisition of Services**

For Federal and State Interagency resources such as aircraft/crews/equipment, all orders will be placed directly through PIDC, and then supported by documentation from the appropriate local cooperators' dispatch center. Interagency orders, including those resources that may be requested for reimbursement under WERF, must be approved by one of the designated County officials (see appendices) prior to the order being placed through PIDC. Douglas County Office of Emergency Management (DCOEM) will be the primary contact for approval of resource orders. If DCOEM is not available one of the officials listed in the appendices can provide approval. All local cooperator orders for interagency wildland fire resources may be at the requesting agency's expense, unless the designated County officials approve the resource orders for County payment.

For County jurisdictional fires (no federal lands involved): If the Douglas County Emergency Operations Center (EOC) is not activated the ICP will place resource orders through the appropriate local dispatch center. If the EOC is activated resources orders from the Incident Command Post will be placed through Logistics in the EOC.

Requests for Douglas County wildland fire resources will be made by local cooperators through the appropriate county or local cooperators' dispatch center. All available mutual aid resources (specific equipment or personnel, wildland task forces, etc.) will be utilized, prior to ordering resources from outside Douglas County.

For cooperator resources (outside of Douglas County) expanded dispatch will contact the County Emergency Manager and request resources. Once the fire has met EFF requirements and the DFPC has been delegated the authority to manage the fire, all resource ordering will be handled by the Incident Management Team managing the incident.

Douglas County is required to notify the DFPC Regional FMO immediately upon ordering any interagency handcrews or aircraft through PIDC, if they are requesting the support of WERF for the resource's first use. Without such notification, any such resource use may obligate the County to pay for the costs under the current Agreement for Cooperative Wildfire Protection in Douglas County (see appendices).

#### Interagency procurement and support services

Non-federal participants may purchase supplies from GSA directly. Any other loaning, sharing, exchanging, or maintenance of facilities, equipment, or support services will be considered on a case by case basis and must be mutually agreed upon by the concerned parties. This will be the procedure for supply needs unrelated to active wildfire incidents.

Cache Items ("wildfire suppression supplies") for active wildfire incidents will be ordered through PIDC. These items are noted in the NWCG National Fire Systems Catalog (NFES 0362). The jurisdictional agency will be responsible for the return of non-disposable and trackable items to the cache.

Non-Cache Items include, but are not limited to: meals; porta-potties; tables; chairs; business trailers; meeting halls; and other needed service or supplies and will be obtained by the following methods:

For wildfires entirely on private, county, or state lands: these items will be initially ordered through DCOEM, and obtained by Douglas County or the DFPC through their procurement authorities. For incidents that have exceeded the procurement capabilities of Douglas County or the DFPC, items may be obtained by ordering appropriate procurement assistance (such as a Buying Team) through PIDC.

For wildfires on both federal and private/county/state lands, the jurisdictional agencies for such fires will be responsible for providing direction to the Incident Commander to prevent, wherever possible, any duplication of ordering of Non-Cache Items by Douglas County or PIDC.



Durable (accountable) supplies used on an incident by non-jurisdictional resources will be returned or replaced before release of those resources. The jurisdictional agency may order replacement supplies through local ordering procedures or the national cache system. Non-durable or consumable supplies used up by non-jurisdictional resources will be replaced by the jurisdictional agency through incident supply or by issuing supply numbers to those resources before they are released. Resources, requesting such replacement, need to provide the jurisdictional agency with an inventory and/or justification.

Any incident orders made by an agency other than the jurisdictional agency that are not authorized by the jurisdictional agency or by delegation become the financial responsibility of the ordering agency.

Non-jurisdictional resources responding to incidents outside of the mutual aid zone need to be requested by the jurisdictional agency. Non-jurisdictional resources responding outside of the mutual aid zone without such request, or placing orders without jurisdictional approval, may create financial or other liabilities for their agencies.

## **Joint Projects and Project Plans**

N/A

## **Fire Prevention**

The Signatory Entities agree to cooperate in the development and implementation of fire prevention/education/mitigation programs. Entities will collaborate on ways to prevent unwanted wildfires. The program goal is to lessen the risk of wildfire impacts to the public and private land and structures especially in the WUI.

DCOEM calculates daily wildland fire danger ratings each afternoon during the Fire Season based on data from the Franktown RAWS station. An alpha page is sent to interested parties. In addition, Skyview Weather, under contract with DCOEM, will send an alpha page when the National Weather Service issues a Red Flag Warning.

Fire restrictions will be coordinated and communicated between agencies. Entities agree to use scientific methods and risk analysis to support decisions regarding issuance and removal of fire restrictions.

Douglas County fire restrictions will be posted at <http://www.dcsheriff.net/emergencymanagement/fire-restrictions/>

USFS fire restrictions will be posted at <http://www.fs.usda.gov/psicc>

Additional Fire Danger, Fire Weather and Fire Intelligence information is posted at [http://qacc.nifc.gov/rmcc/dispatch\\_centers/r2pbc/](http://qacc.nifc.gov/rmcc/dispatch_centers/r2pbc/)

## **Public Use Restrictions**

See Fire Prevention Section

## **Burning Permits**

Burning permits for private citizens are issued by local Fire Departments, and the Colorado Department of Public Health and Environment issues open burning permits for all areas of Douglas County concerning the environmental and health effects of open burning.

Each agency or department will be responsible for obtaining any burn and smoke permits necessary at the County, State, or Federal levels for their individual burns.

## **Prescribed Fire (Planned Ignitions) and Fuels Management**

Fuels management and prescribed fire projects will be coordinated with the entities to this agreement. Agencies and Fire Departments conducting prescribed fire activities will report their prescribed fire activities to their respective dispatch center prior to the start of the activity.

Wildfires resulting from escaped prescribed fires incidents, at the direction or under the supervision of one of the entities to this agreement, shall be the responsibility of that Entity. All subsequent suppression activities will be coordinated with the appropriate entities. All incident management costs, unless otherwise agreed upon, exclusive of reciprocal periods, shall be borne by the responsible Entity and documented in a cost share agreement.

Escaped prescribed fires ignited by individual(s) not party to this agreement will be considered as wildland fires requiring suppression action under the terms and conditions of this agreement.

## **Smoke Management**

The Colorado Air Pollution Prevention and Control Act (CRS 25-7-102) requires every prescribed fire project to have a smoke permit. Due to changes in policy, procedures, technology and State air quality standards, the smoke permitting process is subject to change. For the most up-to-date process and policy refer to the Colorado Department of Public Health and Environment, Air Pollution Control Division (CDPHE-APCD) website at: <http://www.colorado.gov/cs/Satellite/CDPHE-AP/CBON/1251594943171>.

Agricultural and ditch burning are exempt from these rules.

## **OPERATIONS**

### **Fire Notifications**

The Pueblo Interagency Dispatch Center (PIDC) must be notified promptly of all fires on or threatening USFS lands.

Douglas Regional Dispatch Center (DRDC) must be notified promptly of all fires on or threatening Douglas County lands, including lands within Douglas County that are managed by the USFS.

Upon receiving a fire report, the agency first receiving the report shall immediately notify other agency(ies) whose lands may be involved or threatened. The first agency on scene will initiate ICS and take command until properly relieved by a qualified IC of the jurisdictional agency. The

IC shall provide a situation size up using the approved size-up format to the appropriate dispatch center (PIDC or DRDC). It is agreed that all agencies shall send forces promptly to start suppression action unless it is clearly and mutually understood that one agency will promptly attack and/or follow through on all necessary action. Assisting agencies may, at times, take initial attack action on fires located on lands under another agency's jurisdiction. The primary criterion for such initial attack will be which agency is in the best position at the time the fire is reported to take the most rapid and effective action.

### **Boundary Line Fires**

See Response to Wildland Fire Section

### **Response to Wildland Fire**

Cooperating agencies may, at times, take initial attack action on lands under another agency's jurisdiction. The primary criterion for such initial attack will be which agency is in the best position at the time the fire is reported to take the most rapid and effective action.

If after being notified, the jurisdictional agency does not or cannot respond to the fire, then the assisting agency may be reimbursed for costs incurred. However, the jurisdictional agency should make every effort to send a representative to all confirmed fires on their lands and to notify other agencies if a threat exists to their lands.

Personnel and equipment of an assisting agency shall report to the Incident Commander and shall not leave the incident until released by the IC. The IC will release resources when their services are no longer required or when the assisting agency's resources are needed within the area for which it normally provides fire protection.

Each agency will assume responsibility for its own expenses during the Mutual Aid Period. The Mutual Aid Period will end at 12 hours measured from the initial dispatch, tone, or report of a fire to a Dispatch Center; or at 2400 hours of the first burn period if the incident commander determines that the fire cannot be controlled within 12 hours of the initial dispatch, tone, or report. The Mutual Aid period may extend past these limits if all jurisdictional agencies agree at the time of the incident, or if other payment arrangements are agreed upon by the involved agencies for a particular fire.

Each agency may make its manpower and equipment available upon request to the other agencies for incidents not meeting the reciprocal fire protection criteria. It is understood, however, that no agency will be required or expected to commit its forces to assisting another agency to the extent of jeopardizing the security of its own jurisdiction.

In the event initial attack agencies are engaged in a fire(s) upon or near the common boundaries, the on scene ranking officers of each agency shall convene as quickly as possible following the initial dispatch, and mutually agree upon the fire control strategy and appoint a Qualified Incident Commander (ICT-5-4-3).

### **Special Management Considerations**

The use of aerial retardants is restricted within 300 feet of lakes, rivers and live streams.

Use of mechanized, earthmoving equipment such as bulldozers, graders, etc., will not be permitted on the following lands without the expressed approval of the appropriate agencies (shown in parentheses): All federal lands (USFS); Denver Mountain Parks - Daniel's Park (DFPC, DMP); Denver Water Board (DFPC, DWB); Douglas County Parks and Open Space (Douglas County); Castlewood Canyon State Park (State Park Manager or DCSO); Roxborough State Park (State Park Manager or DCSO); Chatfield State Park (State Park Manager or DCSO)

The DFPC Regional FMO or designee must be notified via the State of Colorado Emergency Operations Line (303) 279-8855 as soon as practical of all fires occurring on lands belonging to Denver Mountain Parks or to the Denver Water Board. Contact a representative from Denver Water and/or Denver Mountain Parks to make the appropriate agency aware of wildfire on their lands.

### **Decision Process**

Federal agencies are required to complete a WFDSS decision when the fire escapes initial attack on Federal land. This procedure requires Federal agency unit administrator participation. If multi-jurisdictional fires occur that involve Federal lands, one WDFSS should be completed for the incident that includes input from all affected jurisdictional agencies.

A Decision Support System (DSS) may be completed for fires that have the potential to be designated as an EFF fire or that affects multiple jurisdictions and has the potential to go into extended attack. DFPC may assist with a non-EFF DSS, but has no authority to sign on non-EFF fires. See appendices for current EFF agreement.

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

### **Cooperation**

Cooperating agencies may, at times, take initial attack action on lands under another agency's jurisdiction. The primary criterion for such initial attack will be which agency is in the best position at the time the fire is reported to take the most rapid and effective action.

### **Communication**

All signatories to this plan authorize the use of their radio frequencies by other agency personnel for emergency purposes only.

All parties agree that a common communications plan is essential during a wildland fire event. Incident Commanders will ensure that all responders have and utilize a known communication plan.

## **Cost efficiency**

It is a goal of Douglas County and the State of Colorado to provide cost efficient services. Agency administrators will make every effort to ensure cost effectiveness during firefighting operations. However, cost efficiencies will not take priority over firefighter or public safety. Additionally, the potential long term financial impacts of the fire should be considered and balanced against the short term costs savings of not ordering needed resources.

## **Delegation of Authority**

A written delegation of authority will be generated whenever an agency, other than the authority having jurisdiction, will take over the management of a fire. A delegation of authority may also be made to the Incident Commander and IMT.

The delegation does not absolve the authority having jurisdiction from any legally owed responsibility. It does however, provide another agency or individual, the authority and power to act on behalf of the agency delegating the authority. It also lists the parameters of the delegated authority.

A delegation of authority should include the following items: Authority having jurisdiction who is delegating authority; Agency or individual accepting authority; Specific authorities delegated; Specific limits to the authority; and End terms of the authority.

## **Preservation of Evidence**

Each participating Entity is responsible for investigating all fires and taking appropriate law enforcement action for all human caused fires on lands under their jurisdiction. The initial attack Incident Commander will take all reasonable precautions to preserve evidence found.

Entities shall render mutual assistance in investigation, law enforcement activities, and courtroom proceedings of human caused fires to the fullest extent possible. Each Entity shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Entity will provide investigation files relative to the fire to the Jurisdictional Entity for legal action and/or prosecution.

Fire cause determination is needed for EFF incidents and required for FEMA incidents. Fire Cause Determination must be submitted to the DFPC Division Director or designee.

## **STATE EMERGENCY FIRE FUND (EFF)**

The Emergency Fire Fund (EFF) may be used to assist counties with whom the DFPC has signed an "Emergency Fund Contract Agreement for Watershed Fire Control", and who have paid their latest annual assessment. The fund will be used only for approved wildfire suppression and control activities. The DFPC Director, or designee, is the only person authorized to approve and implement the fund. EFF is intended to be utilized when a fire exceeds the capacity of County resources to manage (management includes both oversight and equipment).

Refer to current EFF agreement in the appendices.

## **USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

### **Cost Share Agreement (Cost Share Methodologies)**

The DFPC Cooperator Resource Rate Form (CRRF) documents the rates for Colorado, County, local, and rural department resources used for reimbursable responses on wildfires, prescribed fires, or other incidents as identified in cooperative agreements with DFPC.

Refer to current CRRF in the appendices.

### **Training**

Signatories agree to communicate training opportunities, and where possible include one another in their trainings.

The primary training goal of the participating agencies in this AOP is to utilize NWCG training materials and have all personnel that may be involved in suppressing wildland fires meet current NWCG requirements for the position they are filling as specified in the Wildland Fire Qualification System Guide (PMS 310-1).

### **Communication Systems**

All parties to this agreement give permission for the use of their respective agency's radio frequencies for coordination and safety.

### **Fire Weather Systems**

Information on Fire Weather Stations, Fire Danger, Current Fire Situation, Current Fire Restrictions, and other information can be seen at the Pueblo Dispatch Webpage:

[http://gacc.nifc.gov/rmcc/dispatch\\_centers/r2pbc/](http://gacc.nifc.gov/rmcc/dispatch_centers/r2pbc/)

Specific Fire Weather information can be found on The Pueblo NWS website:

<http://www.crh.noaa.gov/pub/?n=/fire/index.php>

Colorado Emergency Management information is posted at:<http://www.coemergency.com/>

Douglas County Emergency Management information is posted at:

<http://www.dcsheriff.net/emergencymanagement/>

### **Aviation Operations**

Aviation assets greatly enhance wildfire suppression capabilities and support ground resources. Through effective communication and sound risk management these assets can be utilized across jurisdictional boundaries.

#### **1. STATE RESOURCES**

The DFPC sponsors a Single Engine Air Tanker (SEAT) program for use on wildland fires within the State of Colorado. Requests to have the SEAT(s) moved to cover a specific area (such as

Douglas County) should be made by local cooperators through the DFPC Regional FMO. Requests for all state aviation resources will be made through PIDC.

## 2. FEDERAL RESOURCES

Requests for Federal and Interagency aviation resources such as LATs and VLATs, helicopters, or helitack crews will be made through PIDC.

## 3. LOCAL RESOURCES

Douglas County has a contract with Rampart Helicopters for use of a Type 2 helicopter, which will be used to respond to wildland fires within Douglas County. DCOEM and the Rampart helicopter will notify Pueblo Dispatch via NFF, phone and fax when entering airspace over USFS lands for fire response or investigation. Douglas County aviation assets may be utilized as air reconnaissance. The Douglas County helicopter will also utilize Federal Air-to-Ground and Federal Air-to-Air to provide effective communication with PIDC, other aviation assets and interagency ground resources.

Rampart Helicopters conducts civil/commercial projects in, over, and near USFS boundaries that have no bearing or agreement under this AOP.

### **Billing Procedures**

See current EFF agreement in the appendices

### **Cost Recovery**

See current EFF agreement in the appendices

See current WERF agreement in the appendices

See current CRRF agreement in the appendices

## **GENERAL PROVISIONS**

This AOP is the framework for cooperation between the USFS, State of Colorado and Douglas County. It does not supersede any other lawful policy, rule, or procedure. This AOP may be utilized as part of the County's master Emergency Operations Plan. The County is encouraged to create AOP's, MOU's and Agreements with their local response agencies.

### **Personnel Policy**

All government employees shall be employed at their regular salary rate. All non-government employees will be paid at agency department rates. If no agency department rates have been set, then DFPC established rates will be used. These can be found at the DFPC website <http://dfs.state.co.us/>. All personnel will follow their individual agency policies and standards.

### **Modification**

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

Any and all disputes will be resolved by a meeting of all participating agencies signatory to this agreement. When a participating agency to this plan has a dispute, that agency should notify, in writing, the DFPC of the specific concerns involved in the dispute. The DFPC office will schedule a meeting of all the participating agencies to resolve the dispute.

**Annual Review**

This Annual Operating Plan will be reviewed annually and must be executed prior to May 1 of each year. The DFPC is responsible for setting the annual date of the meeting.

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

**Duration of Agreement**

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

**Previous Agreements Superseded**

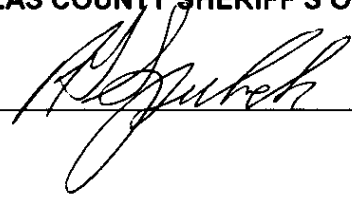
Any and all previously dated Annual Operating Plans pertaining to wildland fire within Douglas County are hereby null and void upon the date of the signatures on this current plan.





**DOUGLAS COUNTY SIGNATURES**

**DOUGLAS COUNTY SHERIFF'S OFFICE**

By: 

Date: 4-17-14

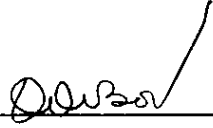
**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

By: 

Roger Partridge  
Chair

Date: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

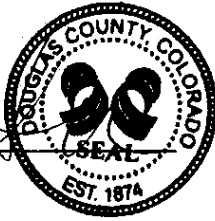
By: 

Douglas J. DeBord  
County Manager

Date: 4/15/14

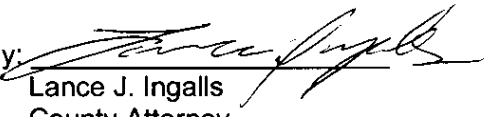
**ATTEST:**

By:   
Jack Arrowsmith  
Clerk and Recorder



Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By:   
Lance J. Ingalls  
County Attorney

Date: 4/10/14

**COLORADO DIVISION OF FIRE PREVENTION AND CONTROL SIGNATURE**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Kirk A. Will  
*Printed Name*

North Central Region FMO  
*Title*

**DOUGLAS COUNTY SIGNATURES**

**DOUGLAS COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_

Roger Partridge  
Chair

By: \_\_\_\_\_

Douglas J. DeBord  
County Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Jack Arrowsmith  
Clerk and Recorder

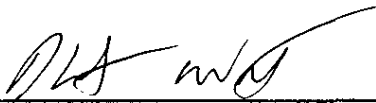
By: \_\_\_\_\_

Lance J. Ingalls  
County Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**COLORADO DIVISION OF FIRE PREVENTION AND CONTROL SIGNATURE**

  
\_\_\_\_\_

*Signature*

4/23/14  
Date

Kirk A. Will  
\_\_\_\_\_

*Printed Name*

North Central Region FMO  
\_\_\_\_\_

*Title*

# FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

The authority and format of this instrument has been reviewed and approved for signature.	
<i>Rick Maestas</i>	4/2/14
U.S. Forest Service	Date
Grants & Agreements Specialist	

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Rick Maestas  
*Printed Name*

Grants and Agreements Specialist  
*Title*

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# ATTACHMENT A

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

**Between**

**UNITED STATES DEPARTMENT OF THE INTERIOR**

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

**NATIONAL PARK SERVICE – INTERMOUNTAIN REGION**  
Agreement Number F1249110016

**BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION**  
Agreement Number A11PG00030

**UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

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

**THE BOARD OF GOVERNORS**

**of the**

**COLORADO STATE UNIVERSITY SYSTEM,**

**Acting By and Through COLORADO STATE UNIVERSITY,**

**On behalf of the COLORADO STATE FOREST SERVICE**

**and**

**STATE OF COLORADO**

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

**I) By THE FOLLOWING AUTHORITIES:**

**FEDERAL AUTHORITIES**

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

## STATE AUTHORITIES

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

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



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## II) PURPOSE

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

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

The Parties to this Agreement are:

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

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

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

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

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

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

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

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

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

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

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

The following exhibits are hereby incorporated into this Agreement:

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

#### Acknowledgement of supplements to the agreement

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

#### Hierarchy and precedence for agreements, exhibits, etc.

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

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

### **III) RECITALS**

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

agency for wildland fire management.

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

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

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

resource assistance to a protecting agency.

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

#### **IV) INTERAGENCY COOPERATION**

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

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

**B. County(s) Annual Operating Plans** – County(s) operating plans will be developed that outline the details of this Agreement for sub-geographical areas. Unit Administrators will have the responsibility for developing and approving sub-geographic area operating plans.

**C. Project or Financial Plans** – Project or Financial plans are plans usually developed for specific non-suppression, fire related projects. Such projects will be documented in local agreements, or other appropriate written documents. Documentation will include the objectives, specific authorizing law, role of each Agency, and each Agency's share of cost.

6. **Interagency Dispatch Centers:** The Parties to this Agreement agree to cooperate in the maintenance and support of Interagency Dispatch Centers within the limits of parties authorities.

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

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

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

8. **Interagency Resources:** The Parties to this Agreement agree to cooperate in interagency funding, staffing, and utilization of resources and facilities whenever an interagency approach is appropriate and cost effective within the limits of each party's authorities. The level of cooperation in shared staffing and funding of resources, will be documented in annual operating plans, and will be subject to each party's statutory authorities and the availability of appropriations at Federal, State, dispatch zone, and incident levels.

9. **Standards:** It is the goal of the Parties signatory to this Agreement to achieve common standards within the Parties' best interest, recognizing differing agency missions and mandates. Each Party to this Agreement recognizes that other Party standards are

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

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

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

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

## V) OPERATIONS



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

will be documented in appropriate level Annual Operating Plans.

#### **VI) USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

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

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

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

## VII) GENERAL PROVISIONS

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

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

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

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

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

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

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

Colorado Cooperative Wildland Fire Management Agreement signed and dated June 1, 2011, as amended.

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

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

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

**UNITED STATES DEPARTMENT OF INTERIOR**

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

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Regional Director Date

**Bureau of Land Management – Colorado**

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State Director Date

**National Park Service – Intermountain Region**

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Regional Director Date

**National Park Service – Intermountain Region**

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NPS Contracting Specialist Date

**Bureau of Indian Affairs – Southwest Region**

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Regional Director Date

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**Forest Service – Rocky Mountain Region**

---

Regional Forester Date

---

USFS Grants and Agreements Specialist Date

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

---

Vice President for University Operations Date

---

State Forester Date

---

Deputy General Counsel Date  
Colorado State University System

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

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Division Director Date

## **EXHIBIT A.**

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

#### **GLOSSARY OF TERMS**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Controlled burn:** Synonymous with Prescribed Fire.

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

**Disaster:** See Major Disaster.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

**Interagency:** Coordination, collaboration, communication among cooperating agencies.

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

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

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

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

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

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

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

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

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

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

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

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

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

**Party:** Entities that are signatory to this Agreement.

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

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

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

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

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

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

**Procurement Documents:** Agency specific financial obligation documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B.

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

**Principal Contacts**

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

**Bureau of Land Management – CO State Office**

Ken Kerr  
2850 Youngfield St.  
  
Lakewood, CO 80215  
Phone: 303-239-3693  
FAX:  
E-Mail: [krkerr@blm.gov](mailto:krkerr@blm.gov)

**National Park Service – Intermountain Region**

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

**Bureau of Indian Affairs – Southwest Region**

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

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

Dave Carter  
PO Box 25486  
Denver, CO 80225  
Phone: 303-236-8110  
FAX:  
E-Mail: [David\\_Carter@fws.gov](mailto:David_Carter@fws.gov)

**US Forest Service – Rocky Mountain Region**

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

**Colorado State Forest Service**

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

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

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

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



**EXHIBIT C.**  
**(STATEWIDE COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT RESPONSE  
AGREEMENT)**  
**ANNUAL OPERATING PLAN OUTLINE GUIDE**

**PREAMBLE**

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

This operating plan supersedes:

*(List applicable local agreements and Operating Plans.)*

**PURPOSE**

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

**RECITALS**

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

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

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

**INTERAGENCY COOPERATION**

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

**Interagency Resources:**

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

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

## PREPAREDNESS

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

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

### Methods of Fire Protection and Suppression:

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

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

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

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

**Burning Permits:** Document procedures where applicable.

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

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

## OPERATIONS

### Fire Notifications:

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

**Boundary Line Fires:** Specify notification procedures.

### Response to Wildland Fire:

#### Special Management Considerations:

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

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

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

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

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

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

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

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

**Preservation of Evidence:** Investigation process.

#### USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

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

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

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

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

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

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

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

**Aviation Operations:** Identify and document any local aviation agreements.

**Billing Procedures:** See Exhibit XX - Reimbursable Billings and Payments

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

**Cost Recovery:** Procedures for determining a cost recovery process.

#### **GENERAL PROVISIONS**

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

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

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

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

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

**Previous Agreements Superseded:** XXX AOP.

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

**SIGNATURES**

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

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

**SIGNATURES**

Agency

Agency

---

Agency Administrator

Date:

Agency Administrator

Date:

## ATTACHMENT B

CSFS #109  
Rev. 1/89

AGREEMENT  
FOR  
COOPERATIVE WILDFIRE PROTECTION  
IN  
DOUGLAS COUNTY

AGREEMENT  
FOR  
COOPERATIVE WILDFIRE PROTECTION  
IN  
DOUGLAS COUNTY

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ANNEX

Attachment #1--Special Provisions . . . . .	A-1-1
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A G R E E M E N T  
for  
COOPERATIVE WILDFIRE PROTECTION

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

A. AUTHORITIES:

County:

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

23-30-305	Cooperation by counties
30-10-512	Sheriff to act as fire warden
30-10-513	Sheriff in charge
30-11-107(o)	Powers of the Board
30-28-136	Planning referral and review

State:

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

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

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

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

**B. PURPOSE:**

**WITNESSETH:**

WHEREAS, the County is responsible for controlling and extinguishing wildfires in the County, and

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

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

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

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

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

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

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

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

**C. DEFINITIONS:**

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

**D. PLANNING:**

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

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

2. In order to develop and maintain an effective wildfire protection capability, a county-wide, long-range (three to five years) wildfire protection plan is necessary which shows training needs, amounts and locations of necessary fire suppression equipment, communication equipment, and those measures and actions proposed to be put into effect.
  - a. The County will use its best efforts to maintain and update such a long-range protection plan and provide the State a copy.
  - b. The State will assist the County with protection needs assessments, and provide technical assistance in the development and updating of this plan without charge or cost.

E. ORGANIZING, EQUIPPING, AND TRAINING:

1. The County will:
  - a. Cooperate in the organizing, training, equipping, and maintaining of wildland firefighting forces in the county.
  - b. Reimburse the State for State costs of equipment ordered by the County with the exception of State fire engines assigned in the county by the State as specified in such Cooperative Service Agreements.
2. The State will:
  - a. Assist the County in the organizing and training of County and cooperator forces to detect, contain, and extinguish wildfires at no charge.
  - b. Assist the County in the procurement, inspection, and arrangements for maintenance of major wildfire equipment items at previously agreed upon costs.
  - c. Make wildfire tools and small equipment available to the County and cooperators at STATE cost.

- pc.pdf
- d. Extend the benefits of state cooperative wildfire program assistance to the County to the extent of available funds and/or excess personal property, provided that in no case shall any direct federal financial assistance exceed one-half the total expenditures of the County during the period for which assistance is given.
3. The County Sheriff and State District Forester will mutually agree upon the locations of any State wildfire equipment prior to its assignment or reassignment in the county.

F. WILDFIRE PREVENTION:

1. The County will:

- a. Where and when the County deems appropriate, request through the Colorado State Forest Service any needed Governor's proclamation for the imposing or lifting of needed restrictions for open burning and/or public access to wildlands due to extreme fire danger.
- b. Participate, as outlined in the Annual Fire Operating Plan and to the extent of available resources, with cooperators in unified law enforcement efforts to enforce any burning restrictions or public movements because of extreme fire danger.
- c. Send plats of proposed developments in rural areas to the applicable State district office for review and comment about the development's wildfire hazards and protection needs.

2. The State will:

- a. Confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements, recommend to the Governor of Colorado the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision.
- b. Provide prevention efforts and available state materials on hand at no cost to the County. Provide additionally requested materials at State cost to the County and cooperators.
- c. Review proposed development plats received from the County for wildfire hazards and protection needs, and provide written comments about such to the County.

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

G. WILDFIRE DETECTION/NOTIFICATION:

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

H. WILDFIRE SUPPRESSION:

1. The County will:
  - a. Upon receiving notice of wildfire in the county from any source, notify the appropriate agencies or dispatch necessary initial attack forces available within the county to suppress the incident as outlined in the Annual Fire Operating Plan.
  - b. Make, ensure and/or supervise initial attack resources on wildfires on lands of its jurisdictional responsibility, including any state or federal lands, as shown on maps which are a part of the Annual Fire Operating Plan.
  - c. Notify the State as soon as practical of the existence of uncontrolled wildfires within the County, according to the Annual Fire Operating Plan.
  - d. Have the County Sheriff, or his designated representative, assume the command of all nonfederal wildfire incidents outside incorporated areas of the County as outlined in the Annual Fire Operating Plan.
  - e. Establish and/or participate in joint command post operations on boundary fires and on federal land wildfires within the County. County participants are outlined in the Annual Fire Operating Plan.
  - f. Request needed wildfire suppression assistance according to the Annual Fire Operating Plan. All out-of-county wildfire assistance will be requested through the Colorado State Forest Service.

2. The State will:

- a. Maintain knowledge about locations and availability of state and federal wildfire suppression resources for use by the County.
- b. In exercise of reasonable discretion and available funds, respond to all requests from the County for state or federal wildfire suppression assistance, and aid, support and assist the County in its suppression efforts as necessary.
- c. Implement State cooperative service agreements in the county under terms of such cooperative service agreements.

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

I. REPORTS:

1. The County will:

- a. Maintain records for a period of at least two years of wildfire incidents occurring within the county on state and private lands outside incorporated areas.
- b. Report to the State on forms provided by the State wildfire statistical and expenditure information, or make wildfire suppression information and records available to the State during normal business hours.

2. The State will:

- a. Provide needed reporting forms to the County and cooperators for recording and transmitting statistical wildfire information.
- b. Maintain statewide records of wildfire statistics and disseminate the totals.

J. PRESCRIBED BURNING:

1. The County will endeavor to stay informed about all prescribed burning being conducted in rural areas of the county.
2. Each party will notify the other in advance, as outlined in the Annual Fire Operating Plan, the locations and times of prescribed burns it plans to ignite in the county and will, to the extent practical, cooperate with the other party in the scheduling and ignition of prescribed burns.
3. If one of the parties to this agreement is executing or directing the prescribed burning, that party is the financially responsible party for controlling any escape of the fire.
4. First initial attack on prescribed burning escapes will be made by forces doing the burning. They will also immediately notify the County Sheriff or designate outlined in the Annual Operating Plan of such escape and actions. The sheriff will proceed with fire suppression measures as outlined in the Annual Fire Operating Plan.
5. Either party or its cooperators may take appropriate but coordinated suppression action when lands under its protection jurisdiction are involved in or threatened by the escaped fire. Such suppression action may either be taken on the agency's own initiative or at the request of the responsible party. Either party may respond at the request of the responsible party when its jurisdictional lands are not involved in or threatened by the fire.

K. PAYMENTS:

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

1. The County will:
  - a. Be responsible for paying all fire suppression costs as outlined in the Annual Fire Operating Plan.
  - b. Not request or expect reimbursement from the Colorado State Forest Service for any expenses incurred by the County or cooperators for wildfire suppression on state, county, or private lands, unless provided by a cooperative service agreement between Colorado State Forest Service and the County, or provided by appropriations to the Colorado State Forest Service.

- c. Aggregate all County and local cooperator reimbursable expenses incurred to suppress fires on federal-responsibility lands, as outlined in the Annual Fire Operating Plan, and invoice the State for reimbursement of federal funds. Offset and/or reciprocal fire protection service expenses will be excluded. The County agrees to consolidate all such expenses and supporting documentation by incident.
  - d. Upon receipt of State invoice, reimburse the State for all its valid non-salary fire suppression expenses incurred by the State at County request and all reimbursable fire suppression expenses paid by the State to federal cooperators for their requested assistance to the County.
2. The State will:
- a. Be responsible for paying all State salaries expended in suppressing County-responsibility fires.
  - b. Not request or expect reimbursement from the County for costs of State salaries expended in suppressing County-responsibility fires.
  - c. Aggregate all non-salaried expenses incurred by the State and all reimbursable payments made by the State to the federal government for suppressing County-responsibility incidents, as outlined in the Annual Fire Operating Plan, and invoice the County for reimbursement. Offset and/or reciprocal fire protection service expenses will be excluded. The State agrees to consolidate all such expenses and supporting documentation by incident.
  - d. Upon receipt of County invoice, reimburse the County for all actual and valid County and local fire expenses incurred while suppressing federal-responsibility fires as outlined in the Annual Fire Operating Plan.
  - e. Process all County and State reimbursement requests for federal disaster fires, and transmit to the County its share of any funds made available for reimbursement of disaster fire costs.
3. The terms of any special cooperative service agreement, such as the Emergency Fire Fund Contract, in effect at the time of an incident will be used to offset or reduce State or County expenses before any request for reimbursement is made.



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

County: Board of Commissioners  
Douglas County  
301 Wilcox Street  
Castle Rock, Colorado 80104

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

L. OTHER CONDITIONS:

1. This agreement is the current basic wildfire protection agreement between the County and the State. It serves as the foundation for other special cooperative fire agreements or cooperative service agreements between the County and the State.
2. This agreement provides the link to County-State-federal cooperation for wildfire protection as outlined in current cooperative fire agreements between the State and the various agencies of the federal government.
3. Both parties will mutually seek ways to continue and improve wildfire protection capabilities within the county through new programs, cooperative service agreements, and other cooperative activities.
4. The parties will work to adapt and use the Colorado Incident Command System (CICS) to manage wildfire suppression operations by state and county forces. Both parties will encourage and promote implementation of CICS by cooperators.
5. This agreement does not commit or obligate either party regarding vehicular or structural fires. However, this agreement shall apply to such fires during conflagrations which also involve wild or rural lands.
6. Both parties will abide by contractual regulations of the State Controller shown as Attachment 1.
7. This agreement and its amendments may be terminated by either party upon at least 60 calendar days written notice to the other party.

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

BOARD OF COMMISSIONERS OF  
DOUGLAS COUNTY, COLORADO

By [Signature] 5/19/89  
Chairman Date

ATTEST:

Wanda W. Bailey, deputy  
County Clerk

(SEAL)

COUNTY SHERIFF OF  
DOUGLAS COUNTY, COLORADO

By [Signature] 4/8/89  
Sheriff Date

STATE OF COLORADO  
STATE BOARD OF AGRICULTURE  
COLORADO STATE FOREST SERVICE

By [Signature] 5/19/89  
State Forester Date

APPROVAL OF STATE  
PARTICIPATION  
STATE CONTROLLER

By [Signature] 5/19/89  
Date

ATTACHMENT 1

Special Provisions - State of Colorado

1. This Agreement shall not be deemed valid until it shall have been approved by the Controller of the State of Colorado or such assistant as he may designate. This provision is applicable to any Agreement involving the payment of money by the state.
2. Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
3. To the extent authorized by law, the parties shall indemnify, save and hold harmless the State, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by a party, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement.
4. The parties agree to comply with the Executive Order, Equal Opportunity in State government, dated August 1987, to the extent applicable to counties.
5. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by an extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.
6. The signatories hereto aver that they are familiar with 18-8-301, et. seq., (Bribery and Corrupt Influences) and 18-8-401, et. seq., (Abuse of Public Office), C.R.S. as amended, and that no violation of such provisions is present.
7. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in the service or property described here.

ATTACHMENT 2  
DEFINITIONS FOR  
COOPERATIVE WILDFIRE PROTECTION

1. Annual Fire Operating Plan. An annually updated document which considers and includes:
  - a. Maps showing boundaries delineating federal, state, county, and local areas of responsibility under this Agreement and whether each area is to be treated as offset, reciprocal, or reimbursable.
  - b. Mobilization Plan, an annually updated portion which contains:
    - (1) Information on wildfire protection organizations, names of contact persons, and telephone numbers.
    - (2) Wildfire suppression manpower, equipment, and facilities which are available for cooperative use, subject to each agency's procedures and regulations.
  - c. Each agency's plans and procedures for:
    - (1) Issuing burning permits.
    - (2) Initiating, effecting, and discontinuing burning restrictions or public movements during extreme fire dangers.
    - (3) Maintenance of roads, trails, communications, and other fire suppression facilities.
    - (4) Wildfire prevention efforts, assignments, and coordination of such efforts.
    - (5) Law enforcement actions.
    - (6) Fire investigation and incident final reports.
  - d. Details of reimbursable and non-reimbursable costs and services, including provisions and rates for overhead costs, if any.
  - e. Details about fire suppression air operations including ordering, use, costs, and payment.
  - f. Wildfire attack dispatch plans and standards.

- g. Schedules for manning, inspections, shut-downs.
  - h. Wildfire detection procedures, standards.
  - i. Repair and maintenance schedules and costs of facilities operated for joint need/use.
  - j. Fire danger monitoring and information dissemination.
  - k. Details and procedures for out-of-county suppression assignments for local and county personnel (payrolling, rates, qualifications, equipment, and personal gear, etc.)
  - l. Procedures for resolution of disputes.
  - m. Definitions of additional terms not included in this Agreement.
  - n. Designation of authorized agency representatives.
  - o. Plan approvals of authorized agency representatives.
2. Boundary Fire. Fire burning upon adjoining lands of two or more fire jurisdictions, or which threatens to burn across such boundaries. It also includes situations where the actual boundary is uncertain.
  3. Colorado Incident Command System. The common emergency incident management system used in Colorado on any incident and tailored to fit the specific management needs of each incident.
  4. Cooperative Service Agreement. Specific wildfire protection services or items furnished by one party to the other with costs, details, and dates specified in a separate agreement.
  5. Cooperator. Organized fire control forces of other agencies, paid or volunteer, public or private, at the local, municipal, state, or federal level.
  6. County. Employees, elected officials, and appointed officers of the county to this Agreement.
  7. Fire. Except when stated otherwise, this is the same as "wildfire."
  8. First Period. The period of wildfire suppression from the time of dispatch of initial attack forces to the incident and ending at an agreed time later as described in the Annual Fire Operating Plan.

9. Federal Agencies. U.S. Forest Service, Bureau of Land Management, National Park Service, Bureau of Indian Affairs, military, and/or other agencies of the federal government which have wildfire protection responsibilities for lands they administer within the county.
10. Incident. An occurrence or event, either human-caused or natural phenomena, which requires action by emergency service personnel to prevent or minimize potential loss of life or damage to property and/or natural resources. Also includes false alarms for such events.
11. Initial Attack Forces. Wildfire suppression personnel and equipment (air and/or ground) of agencies that are initially dispatched to an incident in accordance with pre-existing dispatch plans/procedures.
12. Offset Fire Protection. An exchange of protection area or services so that one set of actions balances another between two wildfire protection agencies. Sometimes referred to as Exchange Zones.
13. Overhead Costs. Costs not directly chargeable to specific incident suppression efforts but which are part of the overall cost of operation as applicable to services provided under this Agreement.
14. Prescribed Burn. A fire intentionally set and/or allowed to burn in wildland fuels consistent with previously determined and approved managerial and environmental constraints to meet specified land management objectives.
15. Reciprocal Fire Protection Services. Wildfire protection assistance extended by one agency to the lands of another agency at no charge, as each may be able to furnish. These lands are described and shown in the Annual Fire Operating Plan. Sometimes referred to as Mutual Aid.
16. Reimbursable. Wildfire protection efforts furnished as a chargeable cooperative service as shown in the Annual Fire Operating Plan, or additional personnel and equipment which exceed reciprocal fire protection services which are furnished by one agency at the request of another agency.
17. Resources. All personnel and items of equipment available for assignment to incident tasks and about which their status is maintained.
18. State. Refers to the Colorado State Forest Service, a statutory entity governed by the State Board of Agriculture. Unless otherwise defined, State refers only to this agency.

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

## ATTACHMENT C



**INTERGOVERNMENTAL AGREEMENT  
FOR PARTICIPATION IN THE COLORADO  
EMERGENCY FIRE FUND**

Between

COUNTY OF Douglas,  
STATE OF COLORADO

And

STATE OF COLORADO:  
John Hickenlooper GOVERNOR  
THE BOARD OF GOVERNORS OF THE  
COLORADO STATE UNIVERSITY SYSTEM  
COLORADO STATE FOREST SERVICE

IN ACCORDANCE WITH

Colorado Revised Statutes, as amended: 23-30-101 Board of Governors of the Colorado University system; 23-31-202 Powers and duties of Board of Governors of the Colorado State University System; 23-31-203 Cooperation with governmental units; 23-31-204 Forest fires - duty of sheriff to report; 23-31-304 State responsibility determined; 23-31-305 Cooperation by counties; 23-31-306 Sheriffs to enforce; 23-31-307 Limitation of state responsibility; 30-10-512 Sheriff to act as fire warden; 30-10-513 Sheriff in charge of forest or prairie fire - expenses; 30-11-107(1)(o) Powers of the board.

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, acting by and through Colorado State University ("University"), for the use and benefit of the COLORADO STATE FOREST SERVICE ("CSFS"); and the COUNTY COMMISSIONERS for the County of Douglas, and for the Sheriff of said county (hereinafter referred to as "The County").

WITNESSETH: In consideration of the mutual benefits and promises contained herein, the Parties hereby agree as follows:

### **I. PURPOSE**

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, payments from the Fund to the County; and describe the conditions under which the Emergency Fire Fund will be managed.

### **II. EFFECTIVE DATE**

This Agreement shall be effective as of the date that it has been fully executed by all Parties herein below ("Effective Date"), but in any event, the County shall have no right to submit any claim to the State Forester for EFF funding until: the County has timely paid to the CSFS the full amount of its contribution to the EFF as set forth in Attachment C, for the agreement year in which the claim arises; and is party to a then current Annual Operating Plan. This Agreement shall continue for a term of one (1) year and automatically renew for five (5) years thereafter subject to the parties annual approval. Any party may elect to terminate the Agreement at the end of any agreement year, with such termination to be conditioned upon 60 days prior notice to the other party. An "agreement year" is May 1 of the then current year through April 30 of the next following year.

### **III. WILDFIRE PROTECTION**

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

B. As required in the Cooperative Agreement, the County and CSFS shall jointly develop, review, and sign an Annual Operating Plan (AOP) before May 1 of each year with all cooperating agencies having wildfire suppression responsibilities within the County. Failure to be a party to a then current AOP shall result in the automatic suspension of the County from EFF participation unless the County has requested, in writing, and received approval by the EFF committee, or its designee, a 60 day extension of the May 1 date to complete the AOP, stating the specific reason(s) for the extension. The EFF committee, or its designee, shall approve or

deny the request in writing. Once completed, the AOP shall be made a part of this agreement and attached as Attachment B.

#### **IV. EMERGENCY FIRE FUND**

A. The Emergency Fire Fund (EFF or “the Fund”) consists of and has been established through monies paid as financial contributions of the participating Colorado counties and other entities entering into EFF agreements with the CSFS for the purpose of paying costs incurred as a result of controlling a wildfire by any of parties contributing monies to the fund. The EFF monies are kept in an account of Colorado State University, under the administrative management of the State Forester. Payments from the EFF account shall be made only subject to the approval of the EFF advisory committee and in compliance with applicable laws, rules and regulations including but not limited to those pertaining to Colorado State University funds and subject to the State Fiscal Rules. The State Forester is designated as the administrative manager of all such monies received from the participating Counties and other entities making financial contributions to the fund 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. Costs eligible for payment from the EFF fund and required documentation shall be shown and attached to this agreement as Attachment D.

B. An estimate of the annual EFF assessment will be provided to the County for budget planning purposes in August of each year during the term of this Agreement. An invoice will be submitted to the County in December of each year for the following year’s participation in the EFF. The County shall make payment to: Colorado State University Cashier, Attn: State Forest Service EFF Account, Colorado State Forest Service, 5060 Campus Delivery, Fort Collins, Colorado 80523-5060, on or before March 15 of each year. Current annual calculation of the County assessment shall be shown as Attachment C to this Agreement.

C. The State Forester’s administration of the EFF including annual reports will be reviewed annually by a committee composed of the State Forester, three county commissioners, three county sheriffs and two Fire Chiefs each representing different participating counties in the EFF (the “EFF Committee”). The EFF Committee shall operate in accordance with bylaws duly adopted and thereafter amended by the EFF Committee and approved by the participating Counties. County commissioner members will be designated by Colorado Counties, Inc.; sheriffs by County Sheriffs of Colorado; and Fire Chiefs by Colorado State Fire Chiefs Association. The EFF Committee shall receive recommendations to the State Forester regarding matters relating to the Fund, including recommended annual assessments for subsequent years. Final decision making authority over fiscal management matters shall reside with the EFF Committee on behalf of the Counties collectively.

D. The CSFS shall make distribution of these funds only upon direction of the EFF Committee and will be subject to all applicable laws, regulations and policies of the EFF Committee and as otherwise required by the “Expenditures” provisions of the Colorado State University Fiscal Rules (Chapter 2). Disbursements shall be limited to such expenditures incurred in controlling a designated wildfire as are within the then-current, unencumbered balance of the Fund.

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

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

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

G. Failure of the County to make payment into the EFF by March 15 of each year shall be a breach of this Agreement. In the event of a breach by a county, if such breach is not cured by May 1st after written notice by CSFS, then CSFS, with the approval of the EFF committee, may immediately terminate this agreement. The County will not be eligible for EFF benefits arising from fires that occur while the county does not have a valid EFF agreement or is in breach. All funds deposited into the EFF will remain in the Fund until expended for eligible control costs on an EFF designated fire(s).

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

I. The EFF shall be subject to various audits under current audit standards, rules and practices of the State of Colorado and the University and as otherwise required by applicable law and regulations.

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

## V. EFF IMPLEMENTATION

A. The County will make every reasonable 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 CSFS 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 State Forester (or his authorized designee) and the authorized County representative shall sign a Delegation of Duty giving the State Forester command responsibility for the fire(s). Once command responsibility has been assumed by the CSFS, the County shall nevertheless continue to make its maximum effort to provide firefighting resources from within the County. Forms used to document a fire's eligibility as an EFF fire and forms used to document delegation of management between parties are identified in Attachment E.

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 State Forester to the County. No expenditures made by the County prior to assumption by the State Forester or after return to the County, will be eligible for payment by the EFF, without express prior approval of the EFF Committee or its designee.

## VI. FIRE CAUSE DETERMINATION

A. 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 EFF Committee 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.

## VII. 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.

C. Default; Termination; Withdrawal.

1. A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained herein and such failure continues for thirty (30) days after the non-defaulting party gives the defaulting party written notice thereof. A default not cured within such period shall be a material breach if it is substantial and significant and affects the rights of the non-breaching Party or its ability to perform any of its obligations. In the event of a material breach, the non-breaching Party, upon written

notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

2. Any participating EFF County may withdraw from participation in this Agreement, without cause, upon 30 days' advance written notice. Such withdrawal shall have no effect on participation by other parties, and the withdrawing County shall not be entitled to a refund of any funds it has paid into the EFF unless such refund is approved by the EFF Committee.

D. 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 and permitted assigns. 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 CSFS or the County, receiving services or benefits under this Agreement or 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 and that there are no prior representations, warranties, or agreements, oral or written, relating hereto. The failure of either party to insist upon performance of any covenant or condition hereof upon one or more occasions shall not constitute a waiver thereof.

E. Changes and Amendments. No modification or amendment to this Agreement shall be effective unless made in writing and signed by the authorized representatives of the EFF Committee with the approval of all parties the an EFF agreement.

F. Notices. All notices required to be given under this Agreement shall be deemed given when delivered by certified mail, return receipt, or on the next business day following delivery by facsimile transmission if confirmation of the fax transmission is made by telephone, to the designated representatives of the Party to whom it is directed. A Party may change its designated representative or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties are as follows:

CSFS:

State Forester  
5060 Campus Delivery  
Colorado State University  
Fort Collins, CO 80523-5060  
Tele: (970) 491-6303  
Fax: (970) 491-7736

COUNTY:

COUNTY: Douglas  
BOARD OF COUNTY COMMISSIONERS  
Chairman of the Board  
Address 100 Third Street  
City, Stet zip Castle Rock, CO 80104  
Phone Number (303) 660-7401

Contracting Services, ATTN: Director  
6010 Campus Delivery  
Colorado State University  
Fort Collins, CO 80523-6010  
Tele: 970-491-6166  
Fax: 970-491-5523

G. Venue. Any legal action arising under this Agreement shall be filed and tried, if at all, in the Colorado District Court in and for the City and County of Denver, State of Colorado.

H. 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 contract provisions. If any portion, clause, paragraph, or section of this Agreement will be determined to be invalid, illegal, or without force by a court of law or rendered so by legislative act, then the remaining portions of this Agreement will remain in full force and effect.

I. No Beneficial Interest. The signatories aver that to their knowledge, no state employee has any personal or beneficial interest whatsoever in the service or property described herein.

J. Ability to Contract. Each party represents, to the other, that it is not subject to any restrictive obligations imposed by any other contract or agreement that would impair its ability to perform its obligations hereunder.

K. Resolution of Disagreements. Should disagreement arise on the interpretation of the provisions of this Agreement that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution, failing which, a party may seek legal or equitable relief under applicable law.

L. Controller's Approval. This contract shall not be deemed valid until it has been approved by the Colorado State University Controller or such assistant as he may designate.

M. Fund Availability. Financial obligations of the parties after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

N. Liability. Each party hereto shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

O. Employee Financial Interest. The signatories aver that to their knowledge, no employee of the Colorado State University has any personal or beneficial interest whatsoever in the service or property described herein.

## **IX. AGREEMENT EXECUTION**

The parties hereto, as evidenced by their authorized signatures below, have executed, and hereby entered into, this agreement upon the last date of signatures below. Upon signature of the County and CSU, this agreement supersedes all prior agreements and understandings related to the subject matter hereof, including (but not limited to) the previous agreement entitled "Emergency Fund Contract Agreement for Forest and Watershed Fire Control" and subsequent amendments to that agreement, between the County and CSU.

## **X. Attachments:**

Attachments to this agreement identified below shall be considered part of this agreement. Attachments may be reviewed, edited, updated without requiring resigning this agreement.

### **Attachments:**

**Attachment A: Current Cooperative Wildfire Protection Agreement between the County and the Colorado State Forest Service.**

**Attachment B: Current Annual Operating Plan between the County, CSFS, and Federal land management agencies within the county.**

**Attachment C: Current annual contribution formula and the annual county contribution.**

**Attachment D: Definitions related to eligible, ineligible costs, and cost documentation when in EFF status.**

**Attachment E: EFF Decision Documents**



**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS INTERGOVERNMENTAL AGREEMENT**

Douglas COUNTY, COLORADO:

**Board of County Commissioners:**

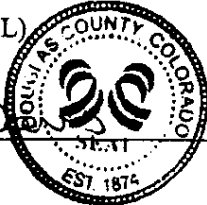
By: [Signature]  
Chairman

Jack Hilbert, Commissioner chair  
Print Name & Title of  
Authorized Officer

ATTEST:

(SEAL)

[Signature]  
County Clerk



County Sheriff

By: [Signature]  
Sheriff

**STATE OF COLORADO:  
JOHN HICKENLOOPER, GOVERNOR**

Board of Governors of the Colorado State University System, acting by and through Colorado State University:

By: [Signature]  
For **JEFF JAHNKE**  
State Forester

APPROVED:

LEGAL SUFFICIENCY:  
DEPARTMENT OF LAW  
John W. Suthers  
Attorney General

By: \_\_\_\_\_  
Director, Contracting Services and  
Special Assistant Attorney General for  
Colorado State University

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

CRS 24-30-202 and University policy requires that the Controller approve all expenditure contracts. This contract is not valid until the Controller, or such assistant as he may delegate, has signed it.

**COLORADO STATE UNIVERSITY  
CONTROLLER:**

By: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT D



### MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	4

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

### 8. PURPOSE OF MODIFICATION

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

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

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

### 10. ATTACHED DOCUMENTATION (Check all that apply):

	Revised Scope of Work
	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Revised 2012 Statewide Annual Operating Plan

### 11. SIGNATURES

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


### 12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:   <b>MONICA H. CORDOVA</b> U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED <b>12/18/12</b>
---	--------------------------------------



USDA Forest Service

OMB 0596-0217  
FS-1500-19

#### Burden Statement

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

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



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

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

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

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

Page 3:

Delete the following State authorities

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

Add the following State authorities

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



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

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

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

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

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

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

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

Page 16, Signatures: Add the following signature block –

**STATE OF COLORADO**

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

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date



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

**US Forest Service – Rocky Mountain Region**

SFAM Director

740 Simms St.

Golden, CO 80401

Phone: 303-275-5736

FAX: 303-275-5754

**Colorado State Forest Service**

Joe Duda

5060 Campus Delivery

Fort Collins, CO 80523-5060

Phone: 970-491-6303

FAX: 970-491-7736

E-Mail: [Joseph.duda@colostate.edu](mailto:Joseph.duda@colostate.edu)

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

Paul Cooke

690 Kipling Street, Suite 2000

Denver, Colorado 80215

Phone: 303-239-4600

FAX: 303-239-5887

E-Mail: [paul.cooke@state.co.us](mailto:paul.cooke@state.co.us)



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

**UNITED STATES DEPARTMENT OF  
INTERIOR**

**UNITED STATES DEPARTMENT OF  
AGRICULTURE**

US Fish & Wildlife Service - Mountain Prairie  
Region

Forest Service - Rocky Mountain Region

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

*Dina Leubke* 2/1/13  
Regional Forester Date

Bureau of Land Management - Colorado

*Monica H. Corona* 12/18/12  
USFS Grants and Agreements Specialist Date

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

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

National Park Service - Intermountain Region

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

*Amey...* 1-16-13  
Vice President for University Operations Date

National Park Service - Intermountain Region

*TRISH FRESQUEZ - HERNANDEZ* 1/10/13  
NPS Contract Specialist OFFICER Date  
NATIONAL PARK SERVICE

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

Bureau of Indian Affairs - Southwest Region

*Quinn ...* 1/16/13  
Deputy General Counsel Date  
Colorado State University System

*W. ...* 8 Jan 2013  
Regional Director Date

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

*Boone* 12/21/12  
Division Director Date



## **ATTACHMENT E**

# **2012 COLORADO STATEWIDE WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN**

BETWEEN THE

**UNITED STATES DEPARTMENT OF THE INTERIOR**

BUREAU OF LAND MANAGEMENT – COLORADO

and

NATIONAL PARK SERVICE – INTERMOUNTAIN REGION

and

BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION

and

UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE  
REGION

and

**UNITED STATES DEPARTMENT OF AGRICULTURE**

FOREST SERVICE – ROCKY MOUNTAIN REGION

and

**COLORADO STATE FOREST SERVICE**

and

**STATE OF COLORADO**

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF FIRE PREVENTION AND CONTROL

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**References**

- RMA Mob Guide
- RMA Aviation AOP
- RMA Weather and Fuels
- RMA Dispatch AOP
- NWCG Interagency Incident Business Management Handbook
- Rocky Mountain IIBMH Supplements

# **2012 COLORADO STATEWIDE ANNUAL FIRE OPERATING PLAN**

## **PREAMBLE**

This annual operating plan is prepared pursuant to the Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the state of Colorado signed and dated June 1, 2011.

## **PURPOSE**

This Statewide Wildland Fire Management Annual Operating Plan (SAOP) is applicable to all signatory parties within the State of Colorado. It addresses how signatories will implement the Statewide Agreement. County level Annual Operating Plans will tier to this SAOP and further define local level issues. This SAOP is not intended to force or suggest that any signatory operate outside their statutory authorities, policies, mission, or business practices. It will identify common approaches in wildland fire management and also agency specific approaches.

## **RECITALS**

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

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

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

## INTERAGENCY COOPERATION

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

### **Jurisdictional Roles**

The agency having jurisdiction has overall responsibility for that incident; multi-jurisdictional incident will result in shared responsibilities.

It is intended that all agencies/jurisdictions that manage, or are threatened by, an extended attack wildfire should participate in the development and approval of a strategic decision document for management of the incident. Agencies/jurisdictions will provide an agency administrator or representative to participate in the development of the incident objectives, strategies, and delegations of authority. The representative will have the authority to make decisions regarding financial obligations, resource ordering and management objectives. Agreements will be developed to clarify jurisdictional relationships and define roles and responsibilities among local, State, tribal, and Federal fire protection entities, based on each entity's enabling protection authorities and assistance/mutual aid responsibilities.

**Colorado Division of Fire Prevention and Control (DFPC)** – By statute, Fire Protection Districts and County Sheriffs are responsible for wildfire suppression; i.e. the protecting/jurisdictional agencies. DFPC is designated the lead Colorado State Agency for wildfires and DFPC's role in wildfire incidents that meet criteria and are declared state emergencies by the Governor is defined in the Colorado State Emergency Operations Plan. Furthermore, DFPC provides the framework and structure that allows fire departments and counties to participate in cross-boundary interagency wildfire response. DFPC provides technical assistance to all counties and local fire protection districts upon request. At the request of a County Sheriff (or representative) and upon mutual agreement the DFPC Director (or representative), DFPC may assume charge of wildfires that exceed the County's resources or management ability. By statute, DFPC may cooperate and assist any federal agency in wildland fire management.

**United States Department of Agriculture - Forest Service (USFS)** - The USDA Forest Service (USFS) is responsible for all management activities on National Forest and Grasslands. For this SAOP, the primary role of the USFS is wildland fire management, where the protection of human life is the overriding priority. Setting subsequent priorities will be based on the values to be protected, human health and safety, and the cost of protection. The USFS will serve in a support role during structural fire protection operations and may assist in exterior structure protection measures where wildfires threaten improvements or where structures threaten wildland natural resources.

**United States Department of the Interior - Bureau of Land Management (BLM) -**

The BLM is responsible for wildland fire suppression activities on BLM lands. The protection of human life is the overriding priority. Subsequent priorities will be based on values at risk, and cost of protection. BLM supports closest forces concept for initial attack on BLM lands. In some counties (e.g., Larimer) through cooperative agreement with BLM, the USFS has initial attack responsibilities for BLM lands.

**United States Department of the Interior - National Park Service (NPS) -**

The NPS is responsible for all wildland fire management activities on National Park lands. The NPS supports closest forces concept for initial attack within the park; however, the Incident Commander (IC) must coordinate with the park Duty Office for the appropriate decision for the management of the fire. Fire dispatching will be through the local Interagency Zone Dispatch Centers who will notify and/or coordinate with county and park as needed. Local communications or local Dispatch Center will notify the park of any reported fire affecting or threatening park land. For boundary fires, county communications or dispatch center will notify all affected agencies.

**United States Department of the Interior - Bureau of Indian Affairs (BIA) -**

The BIA is responsible for all wildland fire management activities on BIA lands. The BIA supports closest forces concept for initial attack within BIA boundaries. The initial attack IC must coordinate with the BIA Duty Office for the Appropriate Management Response decision.

**United States Department of the Interior - US Fish and Wildlife Service (FWS) -**

The US Fish and Wildlife Service (FWS) is responsible for all wildland fire management activities on National Wildlife Refuge and National Fish Hatchery lands in Colorado. Currently all fire management activities on all FWS units in Colorado are managed by a FWS Fire Management Officer. However, all FWS units participate as an interagency partner in local Service First/Blended Unit zone Fire Management organizations. The FWS supports closest forces concept for initial attack within FWS boundaries. Fire dispatching will be through the local Interagency Zone Dispatch Center, who will notify and/or coordinate with refuge/hatchery staff as needed.

**Interagency Zone Dispatch Centers**

There are six (6) Interagency Zone Dispatch Centers and one Regional Coordination Center that operate within the State. The operating procedures and guidelines for these centers are documented within the 2012 Colorado Interagency Dispatch Annual Operating Plan incorporated by reference in this SAOP.

## **Interagency Resources**

All wildland fire agencies are limited by current staffing and funding levels. Wildfire is normally a seasonal event in Colorado and as such, fire suppression capability will vary by time of year. Initial attack, mutual aid, or assistance for hire among Federal, county, local and DFPC entities is described in local operating plans or in local agreements.

The protecting agency has the primary responsibility to negotiate with local government fire forces and to develop agreements that clearly establish responsibilities for protection of wild lands and structures within their protection boundaries. Agreements will follow the Red Book/Blue Book, Fireline Handbook, RMA Interagency Mobilization Guide and Interagency Incident Business Management Handbook, Colorado State Emergency Operations Plan and other agency manuals.

Local fire entities that are not covered under a state or county cooperative agreement cannot be a signatory to a local operating plan as provided for in this agreement. Individual agreements with these entities can be made between any federal agency and a local government fire force.

Dispatching local government fire forces should follow all the protocols stated in the RMA Interagency Mobilization Guide (Mobilization of Local Firefighting Forces).

There may be situations when additional fire personnel are necessary for mobilization and the need can be filled by supplemental personnel available to the fire department. Supplemental fire resources can be hired by local fire entities or DFPC. Federal agencies may hire additional personnel under the AD Pay Plan or contracting.

The Jurisdictional Agency has overall responsibility for the incident. Jurisdictional Agency is also the agency to be billed for any incidents in Colorado (see Exhibit A).

## **Standards/Qualifications**

All personnel will meet standards set forth in the most current version of NWCG PMS 310-1 (Wildland Fire Qualification System Guide). NWCG allows for accepting local qualifications within local jurisdictions. All cooperators dispatched outside of their local jurisdiction will meet NWCG standards. NWCG allows agencies to require more stringent standards than the minimum for their agency specific personnel.



## PREPAREDNESS

### Protection Planning

#### DFPC:

- DFPC- role is defined in ESF-4a, Colorado Emergency Operating Plan (see Exhibit H).
- DFPC- develops a Colorado State Preparedness plan for the Governor annually.
- DFPC- maintains Cooperator Resource Rate Forms (CRRF), which identify local resources available for fire suppression statewide and nationally and enable entry into ROSS.
- DFPC- maintains cooperative fire protection agreements with each county in Colorado.

**Federal Agencies** – Preparedness planning for federal agencies will follow guidelines outlined in local unit land resource management plans and/or fire management plans.

### Protection Areas and Boundaries

Areas will be defined in local AOPs. Local AOPs exist for individual counties or for groups of counties.

### Methods of Fire Protection and Suppression

#### Mutual Aid Fire Protection:

**DFPC** – DFPC does not have primary initial attack responsibilities; however DFPC may participate in mutual aid in the context of statewide annual operating planning. Mutual Aid by local government and local cooperators within Colorado Counties and DFPC, when appropriate, will be addressed in local Annual Operating Plans.

**Federal Agencies** - Mutual Aid is the initial attack assistance provided by a supporting Agency at no cost to the jurisdictional (protecting) agency for an established time period (Mutual Aid Period) and distance. Supporting agencies may, upon request (or voluntarily) take initial attack action in support of the jurisdictional agency, and should notify the jurisdictional agency of lands involved or threatened. The jurisdictional agency is not obligated to reimburse a supporting agency for cost incurred during the Mutual Aid Period. It is understood that no supporting agency will be required to assist, or commit resources to a jurisdictional agency, if doing so may jeopardize the security of lands or the responsibilities of the supporting agency. Mutual aid periods and distances will be defined in local AOPs.

## **Public Use Restrictions**

**DFPC** – DFPC will coordinate with all jurisdictions prior to recommending statewide fire restrictions or bans to the Governor.

Restrictions are managed at the local/zone level. Parties to this plan agree to support coordinated local/zone level restrictions. Coordinated efforts will be documented in local/zone restriction plans or AOPs. Restriction information can be found at <http://www.cofireban.info/>.

## **Burning Permits/Smoke Permits**

**DFPC** – burning permits and smoke permits are under the jurisdiction of the State Department of Public Health and Environment. DFPC follows state and federal regulations managed by the Colorado Air Pollution Control Division (APCD).

**Federal Agencies** – Parties to this SAOP will follow state and federal regulations managed by Air Pollution Control Division (APCD)

link: <http://www.cdphe.state.co.us/ap/>

## **Prescribed Fire (Planned Ignitions) and Fuels Management:**

**Prescribed Fire Management:** The agencies may enter into project and/or financial plans that define roles and conditions for participating and/or assisting in the planning and implementation of prescribed burns. Such participation and/or assistance will adhere to individual agency authority, policy, and business practices. The host agency (the agency that is jurisdictionally responsible for land management or the agency that has an agreement with the land owning entity to provide for land management) will be responsible for initiating and developing the project and/or financial plans.

**Escaped Prescribed Fires** - All protocols and procedures pertaining to wildfire response, suppression, and business practices will be followed from the point in time that a prescribed fire escapes control and is declared a wildfire.

**Management of Natural Ignitions** - Management of natural ignitions will be documented in agency planning documents that will include neighboring jurisdictions input on strategic decisions.

## **OPERATIONS**

**Fire Notifications** - Fire notifications will be outlined/documentated in local AOPs.

Phone numbers for the different agencies can be found in the Rocky Mountain Mob Guide.

## **Boundary Line Fires**

Boundary Line Fires are defined in local AOPs. A fire adjacent to a protection boundary or located in an area of undetermined jurisdiction will be the initial attack responsibility of protecting agencies on both sides of the boundary. If multiple agencies are engaged in a fire on or near common boundaries, the agency representatives shall convene as soon as possible to mutually agree upon the fire strategy and delegate an IC. If the fire is confined to a single jurisdiction, that agency will designate an IC. It shall be the responsibility of the jurisdictional agency to provide or mobilize replacement forces.

### **Structure Protection**

The operational roles of the federal agencies as partners in the wildland urban interface are wildland firefighting, hazard reduction, cooperative prevention, education, and technical assistance. Structural fire suppression is the responsibility of tribal, state, or local governments. Federal agencies may assist with exterior structural fire protection activities under formal fire protection agreements that specify the mutual responsibilities of the partners, including funding. (Some federal agencies have full structural protection authority for their facilities on lands they administer and may also enter into formal agreements to assist state and local governments with structural protection.). Ref: 2012 Red Book Chapter 1, page 01-3, lines 26-36.

NPS: Ref: 2012 Red Book Chapter 3, page 03-12, lines 16-25; page 03-13, lines 1-10.

USFS: See Interagency Standards for Fire and Fire Aviation Operations 2012 (Red Book), Chapter 5, page 5-13, lines 18-46; page 5-14, lines 1-46; page 5-15, lines 1-46; and page 5-16 lines 1-36.

DFPC – may assist with exterior structural fire protection.

### **Personal Protective Equipment (PPE)**

**DFPC/Local** - Local AOPs will define PPE requirements within local jurisdictions. Assignments out of local jurisdiction require RMA Mob Guide and NWCG standards for PPE.

**Federal** - All fireline personnel, including those involved in initial attack during the mutual aid period, shall be equipped with personal protective equipment that meets standards identified in the Interagency Standards for Fire and Aviation Operations – NFES 2724 (Red Book) Chapter 7, and (Blue Book) Wildland Fire and Aviation Program Management and Operations Guide Chapter 9, including hard hat, eye protection, Nomex shirt and trousers, leather gloves, leather boots with lug soles (minimum 8 inch high) and a fire shelter.

### **Response to Wildland Fire**

**DFPC** – Fires originating on non-Federal land will be suppressed unless specifically identified otherwise in local AOPs by the AHJ (Agency Having Jurisdiction). Using commonly accepted suppression tactics including but not limited to direct attack, indirect attack, point protection and combinations of all with consideration to the values at risk and the health and safety of the public and firefighters.

**Federal Agencies** - Response to wildland fires is based on ecological, social and legal consequences of the fire. The appropriate response to the fire is dictated by:

- The circumstances under which a fire occurs
- The likely consequences to firefighter/public safety and welfare.
- The natural/cultural resource values to be protected

### **Decision Support System**

All parties to this AOP will use a Decision Support System and document their management decisions in response to wildland fire. Wildland fires can be managed for more than one objective and objectives can change as fire spreads across the landscape (National Federal Wildland Fire Management Policy-2009).

**Federal Agencies** will use the Wildland Fire Decision Support System (WFDSS) for this purpose. The non-federal agencies are encouraged to participate in the WFDSS for supporting decisions during multi-jurisdictional incidents.

**DFPC** requires that management decisions be documented for all fires that receive an EFF or FEMA qualifying incident.

### **Special Management Considerations**

**Non-federal lands** – DFPC supports the jurisdictional agency position (may be documented in a separate agreement or plan; i.e. CWPPs, AOPs, or landowner agreements.)

**Federal Lands** – Special Management Considerations are documented in Land Resource Management Plans. Cost sharing will be negotiated on a case-by-case basis.

### **Delegation of Authority**

Parties to this AOP accept that each agency has their own procedures for delegation of authority. Timelines on initiating a delegation of authority will be defined as needed in local AOPs.

### **Preservation of Evidence and Cause Determination: Investigation process.**

**Non-federal lands** - DFPC requires the County Sheriff to conduct a fire cause investigation on all fires where DFPC has assumed/been delegated management.

**Federal Lands** – Federal Agencies each have Agency specific policy implemented at local unit level.

## **USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

### **Cost Share Agreements**

Written cost share agreements should be prepared when a wildfire burns across or threatens jurisdictional boundaries, and/or exceeds the mutual aid period. The intent is to appropriately distribute the financial burden based on a method agreed upon by a representative from each affected jurisdiction. A cost share agreement should be negotiated as soon as practical. (See Exhibit E for example cost share agreement.)

**DFPC** – When a wildfire is accepted by the State as an EFF incident, a cost share agreement may be negotiated between DFPC and affected jurisdictional agencies.

**Federal Agencies** – Federal agencies signature to this SAOP agree not to bill one another.

### **Training**

Trainees/Applicants will submit their nominations according to their agency policy.

### **Communication Systems**

Frequency lists/guides will be developed and placed in County (Local) AOPs.

All parties to this SAOP may use the others radio frequencies as needed to conduct emergency operations. No party to this AOP will use, or authorize others to use, another agency's radio frequencies for routine day-to-day operations.

Fire protection districts and departments on incidents, under the auspices of the county, are granted permission to use federal radio frequencies, if needed, to assure safety of the operation. All agencies to this plan are authorized to transmit on Air-to-Ground frequencies during wildfire incidents.

All agencies, fire protection districts and fire departments which use USFS and DOI frequencies for tactical or command purposes must have radios programmed with narrow band mode to facilitate clear transmission and reception. Incidents which exceed initial attack may utilize Zone plans for tactical or command radio traffic. The Type 3 Incident Communication Plan uses standardized frequencies available to all Agencies and Departments in that Zone.

### **Fire Weather Systems - Fire Potential/Fire Weather Products Available**

Rocky Mountain Area Predictive Services (RMAPS) and the National Weather Service (NWS) provide a variety of products that are designed to support strategic and tactical decisions. Specifically, RMAPS products such as the 7-Day Significant Fire Potential Outlook, Web-Based Multi-Media Briefing, 30-Day Significant Fire Potential Outlook and Seasonal Outlooks are designed to support long-term strategic decisions at the local, GACC and national levels. These

outlooks can be found at: <http://gacc.nifc.gov/rmcc/predictive/outlooks.html>

NWS products are designed for tactical decision support. These products include (but are not limited to), Fire Weather Forecasts, Spot Forecasts and Smoke Management Forecasts. Specific office locations and products can be found at: <http://www.weather.gov/>

The Rocky Mountain Annual Operating Plan between Land Agencies and the National Weather Service can be found at: [http://gacc.nifc.gov/rmcc/predictive/2011\\_aop\\_rma.pdf](http://gacc.nifc.gov/rmcc/predictive/2011_aop_rma.pdf)

### **Aviation Operations**

Agency Guides (See Exhibit B). Local ordering procedures will be in local AOPs. Aviation Operations/billing procedures between counties and the State are described in local AOP. Aircraft used must be DOI/USFS carded for use on fires where federal resources are being used or where federal land is involved.

Aircraft use may be considered as mutual aid with the terms of use outlined in local Annual Operating Plans. Outside of Mutual Aid, costs for aircraft should be the responsibility of the entity, Department or Agency on which jurisdiction the aviation resources are used, unless negotiated otherwise in cost share agreements. Any arrangements should be documented in an appropriate Cost Share agreement or in Decision Support System documentation.

### **Aviation Ordering**

**DFPC** – orders may be placed by county sheriff or his representative, fire protection district chief or his representative, following RMA MOB Guide procedures for aircraft ordering. Information on order will delivered to DFPC FDO and copy of resource order sent to DFPC.

**Federal Agencies** – follow MOB Guide direction and other agency specific direction.

**Billing Procedures:** see Exhibit A.

### **Cost Recovery**

#### **Indirect Costs**

**CSFS** – the indirect rate, also known as the facilities and administrative rate is determined by a process provided for in the Indirect Cost Negotiation Agreement defined in the Office of Management and Budget (OMB) Circular A-21, to recover those costs that cannot be directly charged to the project. The U.S. Department of Health and Human Services is the cognizant federal agency that determines the rate with Colorado State University. (See Exhibit A.)

**DFPC** – the indirect rate, also known as the facilities and administrative rate is determined by a process provided for in the Indirect Cost Negotiation Agreement defined in the Office of Management and Budget (OMB) Circular A-87, to

recover those costs that cannot be directly charged to the project. The U.S. Department of Transportation is the cognizant federal agency that determines the rate with Colorado Division of Fire Prevention and Control. (See Exhibit A.)

**Federal** – Will be according to Federal Agency direction. (See Exhibit A.)

#### **Planned Ignitions -**

**Prescribed Fires:** Project Plans or Financial Plans will include cost sharing and payment detail.

Federal Agencies (billing for prescribed fires among themselves) will follow the guidance set in the Inter-Agency Agreement for Fire Management as signed by the federal agency administrators.

**Cooperative Prescribed Fires:** If the agencies conduct a cooperative prescribed fire that is declared a wildfire the responsibility of suppression costs, should it escape, shall be agreed upon and documented in the project plan.

**Escaped Prescribed Fires:** The host (jurisdictional) agency authorizing the prescribed fire will be responsible for all costs associated with suppression efforts. This provision will not be enacted for escaped prescribed fires that are conducted by third parties that are not signatory to this agreement, or prescribed fires that are implemented without authorization of the jurisdictional or landowning agency, or originate on lands that are not protected by one of the signatories to this SAOP.

#### **Wildland Urban Interface (WUI)**

In those operational situations where weather, fuels, or fire behavior of the wildland fire precludes stopping it at jurisdictional boundaries cost-share methodologies may include, but are not limited to:

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

### **Aviation Resources Costs**

Aircraft resource costs will be negotiated on an incident by incident basis documented in an appropriate Cost Share Agreement.

## **GENERAL PROVISIONS**

### **Modification**

Revisions or updates to this SAOP that are consistent with the intent of the Statewide Agreement dated June 1, 2011 are allowed without a formal modification to the Agreement. Modifications to this SAOP must be acknowledged in writing by signatories to this SAOP.

### **Annual Review**

This SAOP will be reviewed by November 30, 2012 or as needed prior to November 30, 2012.

### **Duration of Plan**

This SAOP remains in effect until superseded by the 2013 SAOP.

### **Previous SAOPs Superseded**

This SAOP supersedes the 2011 SAOP.

### **Authorized Representatives**

By signature below, all signatories to this SAOP certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective agencies for matters related to this SAOP.



### **Execution**

This SAOP will be considered executed and viable (among those agencies that accept and sign the signature page) when all agencies have signed and will be considered in effect until superseded by the 2013 SAOP.



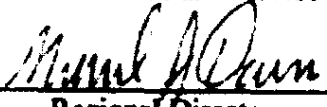
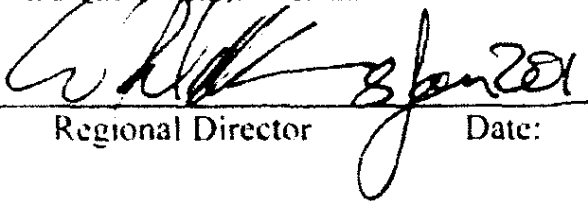
**SIGNATURES OF AUTHORIZED AGENCY REPRESENTATIVES**

Division of Fire Prevention and Control                      USFS Region 2

                                            FEB 1 2013

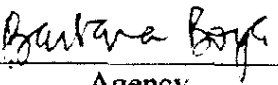

Division Director or Designee                      Date:                      Regional Forester or Designee                      Date:

National Park Service                      Bureau of Indian Affairs

                                            1/11/13                      Date:                      Date:

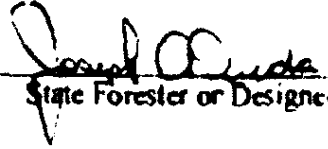

Regional Director or Designee                      Date:                      Regional Director                      Date:

Fish and Wildlife Service                      Bureau of Land Management

                                            1/11/13                      12-20-11

Agency Administrator                      Date:                      State Director or Designee                      Date:

Colorado State Forest Service

                                            1-2-13

State Forester or Designee                      Date:                      Date:

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

## **Personnel**

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

## **Damage & Loss**

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



**COLORADO RESOURCE RATE FORM (CRRF) 2014 -2017**  
Colorado Department of Public Safety (CDPS)  
Division of Fire Prevention and Control (DFPC)  
Division of Homeland Security and Emergency Management (DHSEM)

## Colorado Resource Rate Form Use and Conditions

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

### General Conditions

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

### Equipment

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



## COLORADO RESOURCE RATE FORM (CRRF) 2014 -2017

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

### CRRF 2014 Project

#### Overview

The Colorado Resource Rate Form (CRRF) is designed to streamline the entry of local government resources into the Colorado Resource Mobilization Annex and to provide a mechanism for those resources to be reimbursed for compensable expenses.

Coordination between the Division of Fire Prevention and Control and the Division of Homeland Security and Emergency Management, both agencies within the Department of Public Safety, was vital to ensure developing a process which is efficient and eliminates duplication of effort.

The result of this four month process is:

- A revision of the previous CRRF promulgated by the Colorado State Forest Service and DFPC,
- An updated CRRF Use and Conditions document (formerly CRRF Page Two),
- An improved instruction page, including a sample of a completed CRRF,
- An updated standard equipment rate listing, including all-hazard equipment.

#### Process and timeline

On May 1, 2014, the existing CRRFs will expire. Therefore, it will be necessary to complete the new forms during the first and second quarter of 2014.

<i>Date</i>	<i>Action Item</i>	<i>Responsible Party</i>
Prior to 1/15/2014	Approval of CRRF 2014 documents	Director DFPC Director DHSEM
Following plan approval and NLT ( No Later Than) 1/15/2014	Distribute CRRF Documents to FMOs and FMs for distribution to local government cooperators. Post forms on CDPS website.	DFPC Deputy Chief - Operations DHSEM Logistics Chief
1/15/2014 – 4/30/2014	Assist cooperators with completion of CRRF.	FMOs – Fire Management Officers FMs – Field Managers
1/15/2014 – 4/30/2014 and as needed	Complete CRRF and forward to CDPS field personnel	Local Government Cooperators
Upon completion of CRRF by cooperator	Evaluation of CRRF / Approval of completed CRRF	FMOs FMs
Following Approval of CRRF	Transmittal of CRRF to HSEM Logistics	FMOs FMs
Upon receipt of CRRF at DHSEM	Upload CRRF to WebEOC	DHSEM Logistics
	Upload CRRF to ROSS	Deputy Chief Operations
Continuous	Maintenance of CRRF Database in WebEOC	DHSEM Logistics

CDPS-CRRF-2014-2017 Project Summary and Timeline

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

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

## **Personnel**

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

## **Damage & Loss**

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



## COLORADO RESOURCE RATE FORM (CRRF) 2014 -2017

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

### Colorado Resource Rate Form Use and Conditions

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

### General Conditions

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

### Equipment

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

**Cooperator Name:** Sample Fire Protection District  
**Unit Identifier:** CO-SAMX

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

13. Resource Description (include call sign, make, model, year, VIN, license number)	14. Kind	15. Type	16. Work Rate		17. Minimum Daily Guarantee	18. Ordering System STATE USE ONLY
			a. Rate \$	b. Unit		
a) "Engine 1" – 2010 Pierce Contender, 1NXT1234Q1234567, XXX-000	Engine	3	\$106.00	Hour	\$848.00	
b) "Command 1" – 2012 Ford F-150, 1NXT1234Q1234567, XXX-000	Truck, Pickup		\$54.00	Day		
c) "Swiftwater Rescue Team"	Team – Swiftwater / Flood	3	N/A	N/A	N/A	
d)						
e)						
f)						
g)						
h)						
i)						

**SAMPLE**

Cooperator Initials: \_\_\_\_\_

Approved by: \_\_\_\_\_  
 CDPS Approval Signature Printed Name, Title, and Agency Date





# COLORADO RESOURCE RATE FORM (CRRF) 2014 -2017

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

<b>1. ORDERING OFFICE</b> Ordering of Cooperator resources is outlined in the Annual Operating Plan for the county shown in Block 2 and the Colorado Office of Emergency Management Emergency Operations Plan.  Agency References: NPS Agreement F1249110016 BLM Agreement BLM-MOU-CO-538 USFS Agreement 11-FI-11020000-017 BIA Agreement A11PG00030 F&WS Agreement none FEMA Agreement none	<b>2. AOP COUNTY</b>  <b>Alamosa</b>	<b>3. INTERAGENCY DISPATCH CENTER</b>  <b>Pueblo</b>
<b>4. EFFECTIVE DATES - May 1, 2014 through April 30, 2017</b>		
<b>5. COOPERATOR</b> Unit Identifier: <b>CO-SAMX</b> Vendor ID: <b>123456789</b> Name: <b>Sample Fire Protection District</b> Address: <b>1234 Elm Street</b> City: <b>Sample</b> State: <b>CO</b> Zip Code: <b>81101</b> Admin Email: <b>fireadmin@samplefire.org</b> Admin Phone: <b>719-555-1234</b> Fax: <b>719-555-1235</b> Dispatch / 24 hour Phone: <b>719-555-0000</b>		
<b>6. CONTACTS – FIRE</b>  DFPC Business staff 970-491-8538 <a href="http://dfpc.state.co.us/">http://dfpc.state.co.us/</a>	<b>7. PAYMENT OFFICE – FIRE INCIDENTS</b> Colorado Division of Fire Prevention & Control Building 1049 5060 Campus Delivery Fort Collins, CO 80523-5060	
<b>8. CONTACTS – ALL HAZARD</b>  DHSEM Main Office 719-852-6600 <a href="http://dhsem.state.co.us/">http://dhsem.state.co.us/</a>	<b>9. PAYMENT OFFICE – ALL-HAZARD INCIDENTS</b> Colorado Division of Homeland Security and Emergency Management - Logistics Unit 900 East Mineral Avenue - Suite 200 Fort Collins, CO 80523-5060	
<b>10. COOPERATOR EMERGENCY CONTACTS (Name, Phone and Fax)</b> <b>Jefe Bombero – 719-555-1234 and 719-555-1235</b>		
<b>11. SPECIAL PROVISIONS</b>		
<b>12. BILLING INFORMATION</b> Originals of all payment documents should be given to the cooperator at time of release from incident. <b>Incident agency should keep the file copies only.</b> Cooperators must submit <u>original payment documents</u> to the appropriate payment office listed above for reimbursement. DFPC or OEM will bill the appropriate incident jurisdictional agency.  Personnel time will be documented and billed at actual cost for incident assignments. All cooperator personnel will be compensated at established rates as documented with the Colorado DPS.		

# SAMPLE

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

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

\_\_\_\_\_  
Cooperator Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
CDPS Approval Signature

\_\_\_\_\_  
Printed Name, Title, and Agency

\_\_\_\_\_  
Date

## Form Specific Instructions

Block #	Instructions
1.	ORDERING OFFICE - No entry necessary
2.	COUNTY - Enter County name for location of Cooperator Office.
3.	INTERAGENCY DISPATCH CENTER - Enter Interagency Dispatch Center
4.	EFFECTIVE DATES - No entry necessary
5.	COOPERATOR - Enter needed information. Unit Identifier – CO-XXX or CO-XXXX Example: <i>CO-PUX</i> or <i>CO-SSHX</i> Vendor ID - The VID is provided by DFPC or DHSEM. If you are unsure contact DFPC Fort Collins office or DHSEM Logistics. Admin Email – Where you want official emails sent. Admin Fax- ?? Dispatch / 24 hour phone - The number that will be answered to receive resource orders. THIS IS THE NUMBER THAT THE INTERAGENCY DISPATCH OR STATE EOC WILL CALL TO ACCESS YOUR EQUIPMENT.
6.	CONTACTS – FIRE - No entry necessary
7.	PAYMENT OFFICE – FIRE INCIDENTS - No entry necessary
8.	CONTACTS – ALL HAZARD - No entry necessary
9.	PAYMENT OFFICE – ALL-HAZARD INCIDENTS - No entry necessary
10.	COOPERATOR EMERGENCY CONTACT - Enter the name, phone number, and fax number of the person who is to be contacted in the event of an injury or accident involving your personnel or equipment.
11.	SPECIAL PROVISIONS - Enter in this box any items that you wish to apply to your personnel and equipment outside of the standard agreement. Include any stipulations that are important for the ordering agency to be made aware of. Example: <i>Only department employees will operate department equipment.</i>
12.	BILLING INFORMATION - No entry necessary
13.	Equipment Description - Enter at a minimum: Radio Call Sign (if applicable), Vehicle Make, Vehicle Model, Year of manufacture, VIN, and license plate. Example – <i>ENGINE 1, International/Pierce, Contender, 2010, IFXT12345Q54321T, DOQ-123</i>
14.	KIND - Kind of Resource (Engine, Dozer, Pick-up, SUV, Motor Grader) - See typing standard.
15.	TYPE - Type of Resource – Typically 1 through 6. – See typing standard.
16.	WORK RATE – Self explanatory
17.	MINIMUM DAILY GUARANTEE – Minimum daily amount paid for equipment usage. This will be the hourly rate from Block 16 multiplied by eight (8) hours. Resources with a Daily Rate do not have a separate Daily Guarantee.
18.	ORDERING SYSTEM – State Use Only – FMO or FM will indicate which Ordering System will be used to mobilize this equipment. All resources will be entered into WebEOC. Fire specific resources will be entered into ROSS.



**COLORADO RESOURCE RATE FORM (CRRF) 2014 -2017**  
**Colorado Department of Public Safety (CDPS)**  
**Division of Fire Prevention and Control (DFPC)**  
**Division of Homeland Security and Emergency Management (DHSEM)**

## **CRRF Completion Instructions**

### **Notes:**

- A) The Colorado Resource Rate Form (CRRF) is required for state and local government agencies to input their resources into the Colorado Resource Mobilization Annex. The completed CRRF is approved by a Colorado Department of Public Safety representative to ensure appropriate form and cost. CDPS does not verify the kind or type nor the quality of the equipment listed.
- B) The Division of Fire Prevention and Control (DFPC) has the primary responsibility for assisting fire agencies and Sheriff's Departments in completing the form. The Division of Homeland Security and Emergency Management (DHSEM) has the primary responsibility for other governmental entities (Public Works, SAR, municipal police, etc.) unless otherwise worked out between the Fire Management Officer and the Field Manager.
- C) When completed by the cooperator, the CRRF will be forwarded electronically (/s/ typed name is acceptable) to the appropriate Fire Management Officer (FMO) or Field Manager (FM). Upon receipt, the FMO or FM will evaluate the CRRF for completeness and accuracy of basic information. If approved, the CRRF will be signed by the FMO or FM and forwarded to DHSEM Logistics (CDPS\_SEOC\_LOGISTICS@STATE.CO.US) for scanning and into WebEOC. DHSEM will maintain an up-to-date and accurate database of CRRF documents that is accessible to DFPC and DHSEM staff.
- D) A scanned copy of each CRRF will be returned to the cooperator and forwarded to the FMO/FM, DFPC Incident Business Specialist (janell.ray@state.co.us) and RMACC (Rocky Mountain Area Coordination Center). Updates to the CRRF will follow the same procedure as item C above.
- E) In the event of a conflict between editions of CRRF documents, the document posted on WebEOC will be considered official.
- F) Teams (Dive, Tactical, Swiftwater, etc.) are typed in accordance with applicable FEMA Resource Management guidelines. See <http://www.fema.gov/resource-management>. They will not have a unit (team) cost. Reimbursement will be determined based upon the rates of the individual components.
- G) Agencies with large quantities of the same make and model of vehicles that will be billed at a daily rate, (e.g. - police cruisers or public works pickup trucks) can submit an alternative listing provided that each vehicle is separately listed and the listing includes the year, make, model, VIN, and license plate. This listing must be referenced in the CRRF as an attachment.

# ATTACHMENT G

**DOUGLAS COUNTY EMERGENCY RESPONSE  
MUTUAL AID AGREEMENT**  
Edition 4.1

**EFFECTIVENESS AND TERMINATION:**

The agreement shall be effective when signed by authorized representatives of each party. In conformance with Article X, Section 20 of the Constitution of the State of Colorado, this agreement shall be valid from the date of its execution until December 31, 2004, and shall be automatically renewed at the end of each calendar year thereafter, unless any party gives written notice to the others of its intent not to renew at least thirty days prior to December 31<sup>st</sup>, of any given calendar year. In addition, any party hereto may terminate its participation in the agreement without cause upon thirty days prior written notice to the other parties. Any party that chooses to terminate its participation in this agreement shall not be construed as terminating the entire agreement and the agreement shall continue to remain in force among the other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
\_\_October 19, 2004\_\_.

**DOUGLAS COUNTY EMERGENCY RESPONSE  
MUTUAL AID AGREEMENT**

Edition 4.1

7. Each party retains responsibility for the safety of their own personnel and equipment.
8. Each party shall maintain workers compensation, property, and liability insurance on their own equipment and personnel. Pursuant to Section 29-5-109 of Colorado Revised Statutes, if any firefighter, police officer or deputy sheriff or other personnel of the assisting party is injured, disabled, or dies as a result of performing services within the boundaries of the requesting party, said individual shall remain covered by, and eligible for, the workmen's compensation and pension benefits (including disability, death, and survivor benefits) which said individuals would be otherwise entitled if the injury, disability, or death had occurred within the boundaries of the assisting party.
9. Each party shall participate in moving apparatus and personnel to areas of the county where emergency resources are depleted based on availability (countywide move up process).
10. Each party agrees to make a "good faith" best effort to provide the assistance requested. However, it is not expected that the assisting party leave their own jurisdiction with inadequate protection, either in equipment or personnel. The determination of the assisting party in this regard shall be in its sole discretion and the failure or refusal of the assisting party to respond, either in whole or in part, shall not give rise to any claims or liability.
11. The districts, towns, and county listed below may establish procedures and protocols for the carrying out of this Agreement, however, no such procedure or protocol shall be contrary to the terms of this Agreement.
12. This Agreement supersedes all previous versions of the Douglas County Emergency Response Mutual Aid Agreement.
13. After this Agreement is executed, additional districts or municipalities operating within Douglas County may become parties to this Agreement only with the written consent of all current parties to this Agreement. If that were to occur this agreement will be updated to reflect the additional party and re-distributed.

# DOUGLAS COUNTY EMERGENCY RESPONSE MUTUAL AID AGREEMENT

Edition 4.1

**AN AGREEMENT AMONG:** Town of Castle Rock, Cunningham Fire Protection District, County of Douglas, Franktown Fire Protection District, Jackson 105 Fire Protection District, Larkspur Fire Protection District, City of Littleton, Mountain Communities Fire Protection District, Parker Fire Protection District, Town of Parker, South Metro Fire Rescue, Trumbull Volunteer Fire Department, West Douglas County Fire Protection District, West Metro Fire Protection District.

**PURPOSE:** To provide for mutual assistance and cooperation between the above identified parties in conformance with §§29-5-103 et. seq., and 29-5-105, et. seq., C.R.S., when operations in response to an emergency situation require additional personnel and/or equipment beyond the capacity of the requesting party, and the assisting party can safely provide the requested aid.

**AGREEMENT:** The above parties agree to provide to each other such mutual assistance to operations as may be requested by the other party subject to the terms and conditions stated below.

## TERMS AND CONDITIONS:

1. A request for specific assistance shall be originated in a timely manner by the Incident Commander in Charge of the operation, using the best means of communication as may be available, when the need for assistance is recognized.
2. The use of a "standby" alert is encouraged to minimize inconvenience and allow timely provisions of full assistance.
3. The assisting party shall notify the requesting party of the degree of compliance with the request (full, partial, or regrets) as soon as practical.
4. Full and sole responsibility for determining the availability of the requested assistance rests with the assisting party.
5. The requesting party shall assume command authority over the assisting party during the full course of the operation unless otherwise agreed by the on-scene Incident Commander, or until the assisting party is recalled. All parties agree to use the National Incident Management System, Incident Command System and use common terminology.
6. It is mutually understood among the parties that the value of assistance provided by each party to each other party will be roughly equal over time. Accordingly, except in extraordinary cases where assistance is require for more than 12 hours (measured from the time the assisting party receives a request for assistance), or where the parties have otherwise agreed in writing, each party agrees to bear its own costs in providing the assistance requested.

## ATTACHMENT F



- 3e. The DFPC Fiscal Manager will notify the federal agency in writing that the fire is closed and no further expenses will be considered for reimbursement.

**Figure 1** **Timeline**

<b>Post Fire</b>	<b>Deadline</b>
<b>2 Months</b>	Request final expense reports from federal agencies
<b>3 Months</b>	Final expense reports due from federal agencies
<b>4 Months</b>	DFPC review against fire documentation and request sample documentation
<b>5.5 Months</b>	Response due from federal agencies
<b>6 Months</b>	DFPC final adjustments made to federal invoices (if any)
<b>7 Months</b>	Final invoice due from federal agencies
<b>8 Months</b>	Final payment and written notification to federal agencies
<b>9 Months</b>	Submit allowable expenses to FEMA (if applicable) for review
<b>10 Months</b>	Draw and disburse money from FEMA
<b>11 Months</b>	Final closeout of FMAG grant

Figure 1- This timeline outlines critical dates in the fire billing process for DFPC.

eligible agency expense, based on applicable cost-share agreement, mutual aid period and EFF/FEMA period. If backup documentation cannot be provided for any sample item, that cost will be deducted.

- 2c. At the end of the 45-day period, the Fire Division Fiscal Manager will submit any necessary deductions to Incident Business Specialist for inclusion in the interagency cost-share reconciliation documentation. The Incident Business Specialist will immediately notify federal agency(ies) of final invoice amount with any adjustments documented.
- 2d. After final federal expense has been validated, the final cost-share reconciliation will be agreed to by DFPC and the federal agencies with final amounts for invoicing.
- 2e. Federal agencies will have 30 days to submit their final bill, so identified. Once the final invoice is received, the Incident Business Specialist will submit for payment within 30 days.
- 2f. The DFPC Fiscal Manager will notify the federal agency in writing that the fire is closed and no further expenses will be considered for reimbursement.
- **3. For non-EFF fires where a county is the responsible party:** When DFPC receives an invoice from a federal agency, the DFPC Fiscal Manager will contact the DFPC RFMO for a contact person in the county who should receive the invoice and documentation. A time will be arranged for a discussion between the county and DFPC to talk about the county's review.
  - 3a. All documentation received from a federal agency for non-EFF county fires will be scanned and emailed to the appropriate county contact, with a copy to DFPC RFMO within five (5) days of receipt.
  - 3b. If county requests additional documentation, they must do so within 30 days, and the Fire Division Fiscal Manager or Incident Business Specialist will contact federal agency with request. The federal agency will have 45 days to respond.
  - 3c. At the end of the 45-day period, the Fire Division Fiscal Manager will submit any necessary deductions, based on the county review, to Incident Business Specialist who will immediately notify federal agency(ies) of final invoice amount with any adjustments documented.
  - 3d. Federal agencies will have 30 days to submit their final bill, so identified. Once the final invoice is received, the Incident Business Specialist will submit for payment within 30 days.



# Exhibit I

## DFPC Process for Federal Incident Invoice Review

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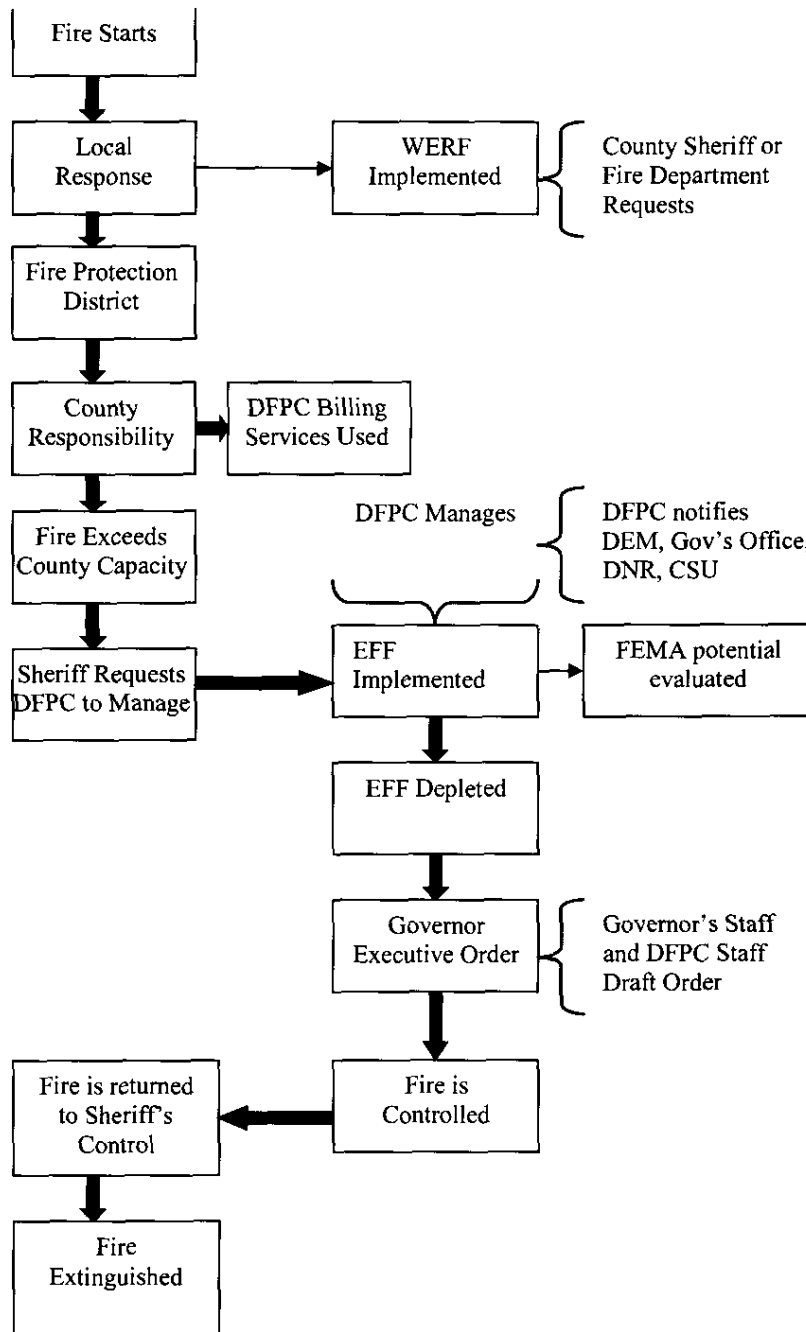
After fires occur within the state of Colorado, the federal agencies meet quarterly with DFPC personnel to consolidate and review agency costs in order to reconcile any applicable cost-share agreements and finalize incident billings. During this process, it is important for DFPC to review and validate federal expense to include eligible and appropriate expenses in those cost-share reconciliation calculations.

These reconciliations should occur as quickly as possible after each incident, within the time table identified below, which is in line with the Colorado Cooperative Fire Management Agreement and meets FEMA's requirement to close fires within 9 months. In addition, any federal expense for a county fire must be provided to that county prior to the end of the fiscal year (December 31). Interim agency costs should be included in the preliminary reconciliation calculations, but final invoices between agencies will not be issued until the review and validation process described below has been completed.

Per the Statewide Annual Operating Plan, "the final itemized claim should be submitted to the reimbursing agency within 240 days of the suppression action." DFPC will take the following actions to review and verify the invoice documentation:

- 1. At 60 days post EFF fire, the DFPC Fiscal Manager will send an e-mail to the federal agency(ies) asking for their final expense reports from the fire to be submitted within 30 days. This letter will include all deadline dates for DFPC review, federal response, and DFPC payment.
- 2. **For state EFF (Emergency Fire Fund) fires:** Within 30 days of receipt of final expense reports, the Fire Division Fiscal Manager, with assistance from the Accounting Tech and Incident Business Specialist, will review the fire finance package, compare the federal expense reports to documentation from the fire and validate as much expense as possible.
  - 2a. After review of the fire finance package, the Fire Division Fiscal Manager will select a sample of remaining unsupported federal expenses by percentage, dollar threshold and/or areas of high risk (e.g., aviation), and request backup documentation from the federal agency with 45 days for response.
  - 2b. After review of sample documentation provided, expenses outside the time period or ineligible expense for the fire will be reviewed and deducted from the

Wildfires occur as unscheduled emergency events. The role of the state is to provide technical advice and assistance to local government, assume the management of wildfires that exceed the capacity of local governments upon the request of the sheriff or when wildfires threaten to become state emergencies or disasters, and at all times, provide for the safety of firefighters and the public.



Initial response comes from local fire departments; fire protection districts; sheriffs offices; USFS, BLM, NPS, FWS, BIA.

DFPC may provide technical assistance during initial response and will provide state resources upon request.

Agreements between DFPC, federal agencies, and counties provide a path for local fire departments to participate in fire response outside their local jurisdiction.

Wildland fire response is implemented through 6 Interagency Dispatch Centers.

Annual Operating Plans established with all responding agencies in a County facilitate coordinated response.

DFPC is the lead state agency for wildland fire management (Colorado Emergency Operating Plan ESF 4a).

DFPC manages the Wildfire Emergency Response Fund (WERF); the Emergency Fire Fund (EFF); the Wildfire Preparedness Fund; and FEMA Fire Management Assistance Grants (FMAG).

**IX. List of Reference Documents**

- A. County/State Agreement for Cooperative Fire Protection
- B. State/Federal Agreement for Cooperative Fire Protection
- C. *State/FEMA Agreement for Fire Management Assistance*
- D. Annual Operating Plans
- E. Colorado Mobilization Plan
- F. Cooperator Resource Rate Forms

#### H. Department of Natural Resources

Provide Department resources as necessary for inter-department communication and incident support.

#### I. Colorado State Patrol

1. Provide for evacuation from wildfire areas in coordination with local authorities
2. Provide for road closures as needed during fire suppression efforts

### **VIII. Finance Management**

- A. Follow protocol established in local, county, State, Federal, and tribal agreements.
- B. DFPC follows Colorado State Department of Public Safety Finance protocol.
- C. State agencies supporting ESF #4a are responsible for providing financial support for their operations. Each agency and department is responsible for maintaining appropriate documentation to support requests for reimbursement, submitting bills in a timely fashion, and for closing out mission assignments.
- D. Each State agency is responsible for establishing effective administrative controls to guide the expenditure of funds during the emergency. Accurate activity and expenditure logs, invoices, and other financial transaction records are required for Federal reimbursement requests. Record keeping is also necessary to facilitate closeouts and to support post-emergency audits.
- E. Governor's Executives Orders for Wildfire Incidents are coordinated between the Office of the Governor, the Office of State Planning and Budget, the Division of Emergency Management and DFPC. All appropriate business and finance rules apply.

B. Governor's Office

1. Execute annual FEMA/State Agreement
2. Implement Disaster Emergency Fund for Executive Order Suppression Declarations
3. Provide Colorado National Guard Activation
4. Execute annual Preparedness Plan

C. Office of Emergency Management

1. Provide liaison to regional wildfire Multi-Agency Coordination Group
2. Assist in coordination of National Guard activation and assistance
3. Coordinate evacuation and sheltering between local authorities, Division of Emergency Management, and Incident Management Team
4. Track and maintain list of Fire Restrictions and Fire Bans
5. Assist in and provide for back-up Rocky Mountain Interagency Coordination Center operations facilities
6. Manage wildfire Executive Order funds for transfer to DFPC

D. Department of Corrections

1. Provide trained and qualified wildfire suppression handcrews
2. Provide trained and qualified wildfire mitigation handcrews

E. Department of Military and Veteran Affairs

1. Provide Colorado NG Air Resources for wildfire suppression
2. Provide Colorado NG personnel for wildfire transportation, security, and suppression needs

F. Department of Transportation

1. Coordinate permanent and mobile electronic road signs as needed for prevention, evacuation, road closure, response, and mitigation activities
2. Provide equipment as needed and available

the need for support or assistance from ESF-4a supporting agencies on any incident as needed.

C. Recovery

Provide for the turn-back of incident to local authorities as complexity levels fall within local capabilities to manage the incident.

D. Mitigation

Facilitate after action report.

**VI. RESPONSIBILITIES**

A. Colorado Division of Fire Prevention and Control

1. Identify, train, and provide DFPC personnel for wildfire response.
2. Task personnel, as necessary, to accomplish support responsibilities.
3. Provide assistance to local jurisdiction fire organizations, counties, state agencies, and Federal partners as requested.
4. Notify ESF #4a supporting agencies upon activation, as needed.
5. Maintain database inventories of wildfire service facilities, equipment, and key personnel throughout the state.
6. Monitor status of all wildfire service operations and provide updates to SEOC.
7. Arrange for direct liaison between fire chiefs and incident to coordinate requests for firefighting assistance in wildfire protection operations.
8. Document and report emergency disaster-related expenditures to qualify for State or Federal reimbursement.
9. Coordinate structural protection between Incident Management Team, local authorities and the Division of Emergency Management using established Interagency Wildland Dispatch Protocol and State Mobilization Plan procedures
10. Contributes to the incident after-action report.



limitations of available funding.

4. Participate on regional and national Incident Management Teams as appropriate.
5. Participate in Interagency wildfire preparedness meetings and exercises.

## B. Response

1. Receive Fire Information, Fire Response or other appropriate fire information that relates to potential for DFPC fire response.
2. Provide for notification of Regional Fire Management Officer (RFMO), Area FMO, Operations Chief, Section Chief, and the Director or his designee of all matters pertaining to potential fire incidents and information pertaining to all fire related activities as appropriate.
3. Provide for notification of Division of Emergency Management (DEM), Federal Emergency Management Agency (FEMA) and Office of the Governor of all information concerning the reported incident based on potential of incident to exceed county capabilities to manage or as directed by the DFPC or the Director. Notification of other ESF 4a supporting agencies as needed.
4. Facilitate the determination to accept incident as an EFF incident.
5. Coordinate with Federal, State, local government agencies and Dispatch Centers including Rocky Mountain Coordination Center on all appropriate issues and information related to fire restrictions or closures as situation warrants.
6. Take requests for Single Engine Air Tanker (SEAT) pre-positioning and relay to SEAT Coordinator. Pursues requests and bring to closure any issue pertaining to pre-positioning or safety issues concerning SEAT.
7. Advise DFPC Director of DFPC personnel assigned to incidents by instate or out-of-state assignments. Track the number of and the potential need of additional DFPC personnel being assigned to incidents on a scheduled basis or as requested by the Director, for response and or coverage needs statewide.
8. Provide for participation on Rocky Mountain Area Multi-agency Coordination Group (MAC) to set suppression priorities, designate the use of potential suppression resources, and coordinate and represent in the absence of other local governments their suppression resources.
9. Assess the need for support to area, district, State office, and Area Dispatch centers during suppression efforts.
10. Keep all DFPC Areas, Regions, and projects informed of activities, situations, and

- A. Wildfires which exceed the capabilities of local and county resources will occur.
- B. Wildfires will threaten lives, property, and natural resources.
- C. Successful management of catastrophic wildfires will require organized interagency cooperation at all levels of government.
- D. Agreements are in place between local, county, State, Federal, and tribal entities defining cooperation, roles, and access to resources.

**V. CONCEPT OF OPERATIONS (also see flow chart)**

- A. Wildfires that exceed county capabilities and/or pose significant threat to the state will be managed by the Division of Fire Prevention and Control within the protocol of existing local, county, State, Federal, and tribal agreements. (Agreements are listed in Section IX)
- B. DFPC will utilize all resources available under existing agreements and with assistance of the supporting state agencies to this ESF #4a to safely, efficiently, and effectively manage wildfires.
- C. Local ordering procedures will be addressed in local AOP's. Ordering and tracking of resources for extended operations is accomplished through six Interagency Dispatch Centers and one Interagency Regional Coordination Center. Agreements are in place that provides access to resources throughout the nation.

**VI. ESF ACTIONS**

In preparation for and execution of its fire management mission, ESF-4a will:

- A. Preparedness
  - 1. Maintain current agreements.
  - 2. Provide for the implementation of the State Wildfire Preparedness Plan.
  - 3. Provide for the training and equipping of fire departments within the

## Exhibit H - Colorado Emergency Operations Plan ESF-4a

### **Wildfire Suppression Emergency Support Function-4a Colorado State Emergency Operations Plan**

**LEAD AGENCY:** Colorado State Forest Service

**SUPPORTING AGENCIES:** American Red Cross; Colorado State Fire Chiefs' Association; Colorado Volunteer Organizations Active in Disaster (COVOAD); Department of Corrections; Department of Law; Department of Military and Veterans Affairs; Department of Natural Resources;; Department of Transportation; Office of Emergency Management.

#### **I. PURPOSE**

The purpose of this ESF is to provide procedure for the response to wildfires within the state that exceed the capabilities of local and county resources to manage.

#### **II. SCOPE**

The scope of this ESF is to describe the general response of the Colorado Division of Fire Prevention and Control and other supporting agencies in response to an emergency wildfire incident in Colorado.

#### **III. SITUATION**

Wildfires occur as unscheduled emergency events in wildland fuels (prairie or forest vegetation) and also in fuels that include a combination of wildland and man-introduced fuels (houses and improvements). Wildfires involve or threaten human life, residential housing, other improvements, and natural resources. Due to natural fuels build-up and increased population in wildland urban interface areas, wildfires exceeding the control efforts of local and county resources are becoming more common and more complex. Wildland firefighting in Colorado is interagency in nature involving state, county, local, Federal, and tribal partners. Colorado State Division of Fire Prevention and Control is the organizational bridge between Federal agencies and county/local partners.

#### **IV. PLANNING ASSUMPTIONS**

3. Type of document(s) required by Federal Agencies to RECEIVE monies from other Federal Agencies

FEDERAL AGENCY SELLER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED FIRES
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Form 1681-3 Attached Other Agency Form	Interagency Form 1681-3 Attached Other Agency Form	Interagency Form 1681-3 Attached Other Agency Form
U.S. National Park Service	Interagency Agreement (Will accept other Agency format, but needs to meet basic NPS key elements)	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. Fish & Wildlife Service	Interagency Agreement (Other Agency Form acceptable)	Interagency Agreement Initiated by Other Agency (Other Agency Form acceptable)	Interagency Agreement (Other Agency Form acceptable)
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Fiscal/Financial/Budget Officer.)

4. Type of document(s) required by Federal Agencies to RECEIVE monies from the Colorado State Forest Service

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED FIRES
U.S. Forest Service	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Bureau of Land Management	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. National Park Service	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Fish & Wildlife Service	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State
U.S. Bureau of Indian Affairs	Bill for Collection to the State	Bill for Collection to the State	Bill for Collection to the State

(For internal operating procedures or internal documents, contact your local Grants and Agreements Specialist/fiscal/financial/budget officer.)

**EXHIBIT G**

**Documents Required To Transfer Money Between  
Federal Agencies And The State of Colorado, Department of Public Safety, Division of Fire Prevention and Control**  
1. Type of document(s) required by Federal agencies to TRANSFER monies to the Colorado Division of Fire Prevention and Control

FEDERAL AGENCIES	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED FIRES
U.S. Forest Service	Cooperative Fire Agreement	Grant	Participating Agreement
U.S. Bureau of Land Management	Cooperative Agreement/Contract	Cooperative Agreement	Cooperative Agreement/Contract
U.S. National Park Service	Cooperative Agreement	Grant	Cooperative Agreement
U.S. Fish & Wildlife Service	Purchase Order	Cooperative Agreement	Purchase Order
U.S. Bureau of Indian Affairs	Purchase Order	Cooperative Agreement	Purchase Order

2. Type of document(s) required by Federal Agencies to TRANSFER monies to other Federal Agencies

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED FIRES
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Agreement Articles; IGO 1681-3	Interagency Agreement Articles; IGO 1681-3	Interagency Agreement Articles; IGO 1681-3
U.S. National Park Service	Interagency Agreement (IDEAS) Without Articles (NPS form not numbered)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. Fish & Wildlife Service	Interagency Agreement/Intra- Agency Agreement	Interagency Agreement/Intra- Agency Agreement	Interagency Agreement/Intra- Agency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Contracting Officer/Assistance Officer or Grants & Agreements Specialist.)

## 7. Billing Procedures

### A. Incident Billings:

1. When Colorado is the supporting agency and the incident is **within** the State, the State will bill the jurisdictional Federal Agency. When the State is the supporting agency and the incident is **outside** the State's *jurisdiction*, the State submits its billing to the Primary Federal Agency.

Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.

3. **Billing Estimates/Timeframes:** On incidents where costs are incurred pursuant to Annual Operating Plans, the billing Party shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the incident is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the incident. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable Parties.

For obligation purposes, the Federal Agencies will submit unpaid obligation figures to the (State/Tribe) by June 1 for the State and by \_\_\_\_\_ by the Tribe. The (State/Tribe) will submit unpaid obligation figures to the appropriate Federal Agency by September 1 for the previous Federal fiscal year. All obligations will be submitted by incident name, date, mission assignment number (MA), and federal job code.

4. **Billing Content:** Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State incident assistance may include administrative overhead, not to exceed indirect cost rate as outlined in the SAOP.
8. **Billing Addresses:** See Exhibit A – B. 3. for billing address of all agencies.
9. **Payment Due Dates:** All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested.
10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

**3. State Reimbursement Process:** State Reimbursement refers to those resources that are to be reimbursed by the primary ESF Federal agency. State Reimbursement resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement include:

- a) Wages, overtime, travel and per diem of State personnel.
- b) Wages, travel and per diem of temporary State personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.

**4. Duration of Assignments:** Consideration must be given to the health and safety of personnel when assigned to incidents. Parties agree that Incident Commanders will release resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies. Mobilization activities shall be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

**5. Procurement:** The State receives its procurement authority from its own laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the Direct Protection Area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Party in support of another that are reasonable and prudent may be charged back to the Protecting Agency. All property procured under a Mission Assignment becomes the property of FEMA.

**6. Loaned Equipment:** Equipment loaned by one Party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, reasonable wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

## EXHIBIT F.

### USE OF AND REIMBURSEMENT FOR SHARED RESOURCES IN STAFFORD ACT ALL-HAZARD RESPONSE ACTIONS

**NOTE: Processes and Procedures in Exhibit F only apply to Stafford Act All-Hazard Response Actions and may not be consistent with wildland fire processes and procedures in other parts of this SAOP.**

**1. Stafford Act Declarations:** Transfers performed for this Agreement are under the Disaster Relief Act, 42 U.S.C. § 5147. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The billings, inclusive of copies of this Agreement, the Mission Assignment and subsequent Resource Order(s), and expenditure documentation, will define the specific services, supplied goods and costs (by sub-object class code) for each order, and subsequent obligation and payment. Reimbursement payments for all-hazard incident response activities will be accomplished by submission of billings, which are inclusive of copies of the Resource Orders that reflect the Mission Assignment- requested services and goods, and the expenditure back-up documentation, to the primary Emergency Support Function (ESF) agency (i.e., the agency to issue the mission assignment or sub-tasking). The primary ESF agency will review, approve the documentation, and return to the sub-tasked agency for forwarding to FEMA for reimbursement.

**2. Federal Reimbursable Assistance:** Federal Reimbursable Assistance resources must be requested by the primary ESF Federal agency or supplied through established dispatch systems and must be recorded by the Mission Assignment and subsequent Resource Order process. Resources not documented in this manner are not reimbursable. Funds to cover eligible expenses will be provided through and limited by reimbursement from FEMA. Expenditures eligible for reimbursement for Federal Agencies in accordance with 44 CFR 206, subpart A, section 206.8 paragraph c include:

- a) Overtime, travel and per diem of permanent Federal agency personnel.
- b) Wages, travel and per diem of temporary Federal agency personnel assigned solely to performance of services directed by the (FEMA) Associate Director or the (FEMA) Regional Director in the major disaster.
- c) Cost of work, services, and materials procured under contract for the purposes of providing assistance directed by the (FEMA) Associate Director or the Regional Director.
- d) Cost of materials, equipment, and supplies (including transportation, repair and maintenance) from regular stocks used in providing directed assistance.
- e) All costs incurred which are paid from trust, revolving, or other funds and whose reimbursement is required by law.
- f) Other costs submitted by an agency with written justification or otherwise agreed to in writing by the (FEMA) Associate Director or the (FEMA) Regional Director and the agency.



12. Other conditions relative to this agreement (Notifications, incident information, etc):

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13.

_____	_____	_____	_____
Agency	Agency	Agency	Agency
_____	_____	_____	_____
Signature	Signature	Signature	Signature
_____	_____	_____	_____
Title/Date	Title/Date	Title/Date	Title/Date

List of Attachments (if any): \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

7. Suppression action will be subject to the following special conditions and land management considerations:

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8. Geographic responsibility (if appropriate) by Agency is defined as follows:

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

Agency \_\_\_\_\_ Geographic Responsibility \_\_\_\_\_

9. The Agency responsible for structural protection will be: \_\_\_\_\_

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10. Special operational conditions agreed to (include as appropriate Air operations, base camp, food service, fire investigation, security, etc.) List cost share information in Item #11:

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11. Fire Suppression COSTS will be divided between Agencies as described:

Cost Centers:	Agency:	Agency:	Agency:

**Exhibit E. (Continued)**

**EXAMPLE COST SHARE AGREEMENT TEMPLATE**

The purpose of this agreement is to provide for a coordinated cooperative fire suppression operation on this fire and to describe the cost divisions. This agreement is a supplement to the Master Cooperative Wildland Fire Management Agreement or (list other agreement and number) between the Agencies listed.

1. Fire Name: \_\_\_\_\_ Origin Date \_\_\_\_\_ Time \_\_\_\_\_
2. Origin: Township \_\_\_\_\_ Range \_\_\_\_\_ Section \_\_\_\_\_
3. Estimated Size \_\_\_\_\_ Acres at the time of this agreement.
4. Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_  
Agency \_\_\_\_\_ Fire # \_\_\_\_\_ Accounting Code \_\_\_\_\_
5. This agreement becomes effective on: \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_ and remains in effect until amended or terminated.
6. Overall direction of this incident will be by ( ) Unified Command, or by ( ) Single Command structure. Identify below personnel filling the following positions:

Position	Name(s)	Agency
Incident Commander	_____	_____
Agency Administrator Representative	_____	_____
Liaison	_____	_____
Finance	_____	_____
Operations	_____	_____

- Fireline Resources: Dozers, engines, fallers, transports, water tenders, hand crews, line overhead.
  - Fire Camp Operations and Support: Overhead, buses, camp crews, communications, food, refrigerator units, showers, toilets, water trucks, cache supplies, rescue/med, camp facility.
  - Air Support: Helicopters, (with support) air tankers.
  - Cost apportionment by period (i.e. state mobilization or conflagration, Fire Management Assistance Grant declaration, additional jurisdictional involvement).
12. List any specific conditions relative to this agreement, such as: dispatch procedures, one Agency representing another, notifications, incident information, coordinated intelligence, etc.
13. Signatures of authorized personnel. List any attachments to the agreement. Give the date of the last revision or former Supplemental Agreement for the same fire.

7. List any special conditions or resource objectives, i.e., dozer restrictions, mechanized restrictions, bald eagle nest, high value plantation. Operational responsibility for the fire will be defined in this section (if appropriate). Respond to this item only if Agency forces have specific segments of the fire. This information will not determine cost responsibility, unless specified in Item 11. Examples are: Divisions A and B; all structural protection areas; specific campground.
8. List the Agency responsible for structural protection, and any pertinent control information or contacts.
9. List operation conditions or directions pertaining specifically to: air operations, base camp and food service, and fire investigation. Costs pertaining to these decisions shall be documented in Item #10.
10. Fire suppression costs shall be determined from the information supplied in this item. There are several ways to determine the best cost share mix. A, B, and C are typically used on smaller, less complex incidents on lands with similar values and uses; D and E on larger, more complex incidents, such as those with both wildland urban interface and wildlands:
  - A. Each Agency pays for its own resources – fire suppression efforts are primarily on jurisdictional responsibility lands.
  - B. Each Agency pays for its own resources – services rendered approximate the percentage of jurisdictional responsibility, but not necessarily performed on those lands.
  - C. Cost share by percentage of ownership or Agency jurisdictional responsibility.
  - D. Cost is apportioned by geographic division. Examples of geographic divisions are: Divisions A and B (using a map as an attachment); privately owned property with structures; or specific locations such as campgrounds.
  - E. Reconciliation of daily estimates (for larger, multi-day incidents). This method relies upon daily agreed to cost estimates, using Incident Action Plans or other means to determine multi-Agency contributions. Reimbursements can be made upon estimates instead of actual bill receipts.

The following are not reimbursable:

- Responsibility for tort claims or compensation for injury costs.
- Non suppression rehabilitation costs are the responsibility of the jurisdictional Agency.
- Non-expendable property purchases will be the responsibility of the Agency making the purchase.

Support costs (i.e. office dispatchers, warehouse workers, etc.), unless they are charging to an emergency code assigned to the incident.

The cost centers that should be considered in this agreement:

## EXHIBIT E.

### **EXAMPLE COST SHARE AGREEMENT TEMPLATE** **INSTRUCTIONS – COST SHARE AGREEMENT**

Numbered instructions correspond to form items that require further explanation. Supplemental agreements will be numbered consecutively following the original (#1) for each fire. Supplements may be added at any time. Where insufficient room is available for necessary information, additional sheets or addendums may be added. Small revisions to this agreement may be completed on a single page, describing the change to the original agreement, and obtaining new signatures from those involved.

A Master Cooperative Wildland Fire Management Agreement exists between all major wildland fire protection agencies in Colorado. This agreement authorizes general mutual aid, including reciprocal and cooperative fire protection services elaborated upon in local annual operating plans. Other cooperative agreements exist between fire management agencies that authorize fire management services between Agencies at the sub-geographic level. The objective of the Supplemental Fire Suppression and Cost Share Agreement is to establish and document the cost sharing and basic organizational structure in response to specific fires.

Supplemental Fire Suppression and Cost Share Agreements will be negotiated between agencies involved in specific on-the-ground fire suppression activities. These agreements are mandatory when more than one jurisdictional responsibility for fire protection is affected by the placement of the fire. The agreement will not affix liability for fire cost payment by either Agency based upon responsibility for the fire origin. The designated representatives of each Agency with forces on the fire are responsible for completing and signing the agreement.

1. List the fire name agreed upon by Agencies involved.
2. Give the origin or best estimate of origin location by legal description.
3. Estimate the size at the time of the Supplemental Agreement.
4. List the Agencies involved in fire suppression operations, and respective agency fire numbers.
5. List the date and time that the agreement is in effect. That time could be prior to or following the time that negotiations are made for the agreement.
6. Check the appropriate command structure for the fire. Definitions:

**UNIFIED COMMAND** – A method for all Agencies with jurisdictional responsibility to contribute to determining the overall objectives for the incident; interagency ICS team structure.

**SINGLE COMMAND STRUCTURE** – One Agency manages the incident with liaison and concurrence of objectives from other involved Agencies.

List the appropriate personnel filling ICS positions on the fire.

**VII. FINANCIAL PLAN**

List which Agency is reimbursing the other and detail items to be reimbursed. If this is a Cost Share Supplemental Project Plan, list all Agencies, contributions, cash, non-cash, and in-kind. Include: salaries, travel, supplies, equipment use, indirect cost, project total, estimated reimbursement, and job code to be charged. Reimbursement shall be made only for actual expenses incurred, not to exceed the estimated total reimbursement. Itemized documentation in support of all expenses is required.

**VIII. SIGNATURES**

\_\_\_\_\_ Date \_\_\_\_\_  
Unit Administrator

\_\_\_\_\_  
Agency

\_\_\_\_\_ Date \_\_\_\_\_  
Unit Administrator

\_\_\_\_\_  
Agency

**EXHIBIT D**

**Supplemental Project Plan Template**

**SUPPLEMENT NUMBER \_\_\_\_\_**

**TO COOPERATIVE WILDLAND FIRE MANAGEMENT AND STAFFORD ACT  
RESPONSE AGREEMENT  
PROJECT AND FINANCIAL PLAN**

**I. INTRODUCTION**

Brief description, where located, status of environment analysis, status compliance if applicable, design/specifications status.

List authorizing law (Examples: Reciprocal Fire Protection Act, 42 U.S.C. 1856 or Cooperative Funds and Deposits Act, PL 94-148).

**II. SCOPE AND DURATION**

The description of this project is to \_\_\_\_\_. It is anticipated that this project will begin \_\_\_\_\_ and will end \_\_\_\_\_.

**III. PRINCIPAL CONTACTS**

Principal contacts for each Agency for the administration of the project are:

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_  
FAX \_\_\_\_\_

**IV. DETAILED PROJECT DESCRIPTION**

- A. Specific duties and tasks to be performed. Identify desired end results.
- B. Identify tools and equipment needed and who will supply them.
- C. Identify size of crew and who will be providing transportation
- D. Other

**V. SUPERVISION AND TECHNICAL OVERSIGHT**

**VI. REIMBURSEMENT**

Describe any relevant reimbursement and billing procedures, including to whom to send payment and the billing address.



2012 PAYRATES									
Amendment to DFPC CRRF								Classification	
Volunteer and Supplemental Resource Classification								Level Matrix	
OPM General Schedule	Area Command	Command	Operations	Air Ops	Plans	Logistics	Finance	Support	2012 Colo Supp Resource Payrates
			STCR	HEB2	DMOB	EMTI	COST	EDSP	
			STDZ		FEMO	FACL	TIME	IADP	
			STEN		HRSP	FDUL			
			STLM		RESL	GSUL			
			STPL		SITL	IMSM			
			TFLD			MEDL			
			TPOP			SPUL			
GS-9			FALC	HEB1			PROC	READ	27.65
				HLCO					
				THSP-SEAT Coordinator					
GS-10		ICT3	DIVS	ASGS	FBAN	EMTP		CORD	30.45
			STPS	ATGS	LTAN			INTL	
								PETM	
GS-11		ICT2	OPBD	AOBD	PSC2	LSC2	FSC2	ARCH	33.46
		THSP-Deputy							
		ICT2	OSC2		SOPL	SUBD	IBA2	AREP	
		PIO2				SVBD		MCCO	
		LOFR						PETL	
		SOF2							
GS-12	ACAC	PIO1	OSC1		PSC1	LSC1	FSC1		40.10
	ACLC	SOF1					IBA1		
	ACPC								
GS-13	ACDR	ICT1							47.69
		THSP-Deputy							
		ICT1							

**D.5. Days off at Incident**

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH 12.7-2 #4). Once travel to the home unit commences, days off will not be paid.

**D.6. Transportation and Per Diem**

Per diem reimbursements will be based on the Federal Travel Regulations. The payment rate for privately-owned vehicles (POVs) used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

2012 PAYRATES									
Volunteer and Supplemental Resource Classification									
Amendment to DFPC CRRF									Classification Level Matrix
OPM General Schedule	Area Command	Command	Operations	Air Ops	Plans	Logistics	Finance	Support	2012 Colo Supp Resource Payrates
GS-2						RADO			12.89
GS-3			FFT2	ABRO	DPRO	SECG SEC2		EDRC	14.53
GS-4			FALA FFT1	HECM		EQPI		CDER	16.31
GS-5		ICT5	ENOP	TOLC	SCKN WOBS	BCMG EQPM INCM ORDM RCDM SECM	CLMS CMSY EQTR INJR PTRC		18.25
GS-6		ICT4	CRWB DOZB ENGB FALB FELB FIRB STAM TRPB WHSP	AOBS DECK RAMP	DOCL FOBS TNSP	COMT		BUYM EDSD	20.34
GS-7		PIOF		HMGB MXMS SEMG	GISS IARR	COCO EMTB IMSA IMST		COTR CREP GMEC INTS IRIN	22.61

An indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed. (OMB Circular A-87)

#### D.3. Personnel Qualifications

All personnel will possess an active Incident Qualification System Incident Qualification Card commensurate with all current and applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. Each department is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. Each department will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this exhibit will be listed on Personnel Resource List form (Attachment 2) by name, position(s), and identified as a single resource. This Attachment 2 will be maintained with CRRFs by the DFPC at the DFPC Office. While on assignment, these individuals are department employees and each department will be reimbursed for their actual costs.

#### D.4. Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the Supplemental Resource Classification Level Matrix (attachment 1). Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the OPM web site <http://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the AOP are computed as follows:

1) Regular Compensation Rate: The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the department for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.

2) Overtime Compensation Rate: Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8 hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.

3) Hazard Pay Rate: While the NWCG direction provides for hazard pay premium compensation, as the sponsoring agency, DFPC's standard business practices do not include hazard pay for state employees or cooperators. Therefore, hazard pay will not be afforded to supplemental resources.

## EXHIBIT C

### **Supplemental Fire Department Resources**

(excerpted from 2012 Cooperator Incident Reimbursement Guidelines)

#### **D. Supplemental Resource Guidelines**

There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the department. When this situation arises, resources will be mobilized via the process outlined here and documented with the current DFPC Cooperator Resource Rate Form (CRRF) component of the state Annual Operating Plan (AOP) and in each county AOP.

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone, the following will apply, based on NWCG #004-2009 dated 2/6/09. For purposes of this exhibit, the following definition of Supplemental Fire Department Resources will apply:

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

While on assignment, these individuals are department employees and the department will be reimbursed for their actual costs as defined in this document.

##### D.1. Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized by the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

##### D.2. Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked, including travel. Reimbursable costs shall not include portal to portal pay or the employee portion of benefits. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resources.

DFPC Desk Guide: Aviation Resources

## **EXHIBIT B**

### **Aviation Guides**

#### **Interagency**

**[http://www.fs.fed.us/fire/aviation/av\\_library/index.html](http://www.fs.fed.us/fire/aviation/av_library/index.html)**

#### **BLM**

DOI DM's 350-354/ OPM's

BLM 9400

BLM National Aviation Plan, National Aviation Office

BLM Colorado State Aviation Plan

#### **BLM & USFS**

Colorado Interagency Single Engine Air Tanker Operations Plan

San Luis Valley Public Lands Center Aviation Management Plan

USFS Pike & San Isabel, Cimarron & Comanche, BLM Royal Gorge FO Aviation Management Plan

USFS Grand Mesa, Uncompahgre, Gunnison; BLM Grand Junction, Montrose, Gunnison, Uncompahgre; NPS Black Canyon of the Gunnison, Curecanti NRA Interagency Aviation Plan.

Craig/Routt Fire Management Unit, Unit Aviation Plan

UCR Aviation Management Plan

Grand Junction Air Tanker Base Operations Plan

#### **USFS**

Forest Service Manual 5700 Aviation Management\

Forest Service Handbook 5709.16 Flight Operations Handbook

#### **BIA**

57 IAM

350-354 DM

National Aviation Plan

Rocky Mountain Aviation Plan

#### **CSFS**

#### **DFPC**

*estimated unpaid obligation figures to the State by June 1, and to the State for the counties by December 1. The State will submit estimated unpaid obligation figures to the federal agencies by September 1 for the current billing year. All obligations will be submitted by incident name, date, incident number, and FireCode.*

**F) Fee Basis Acquisition of Services:**

Local annual operating plans and procurement documents establish billing procedures for Fee Basis Protection Services.

**G) Non-Suppression (e.g., Fuels Treatment) Billings:**

The Agencies to this Plan may bill for activities not related to fire suppression within their authorities.

For example, this may include reimbursement to the State for expenses incurred on a prescribed fire project. Billing arrangements for such activities will be documented on financial or project plans (see Exhibit D) and an indirect cost rate may be assessed.

Billings will outline services performed and include a copy of, or reference, the applicable operating plan.

**See B 3. above for billing addresses.**

include, but is not limited to, a list of personnel expenses including base, overtime, and travel and a listing by vendor name and amount spent for supplies and services procured.

Any party may assess an administrative charge on reimbursable costs related to the Colorado Statewide Cooperative Wildland Fire and Stafford Act Agreement.

The Overhead Assessment Rate for the Colorado Division of Fire Prevention and Control is a fixed percentage rate as determined by a process provided for in the indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate for the effective dates of this SAOP will be 10%.

The Overhead Assessment Rate for the Colorado State Forest Service is a fixed percentage rate as determined by a process provided for in the indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-21, to recover those costs that cannot be directly charged to the project. The rate for the effective dates of this SAOP will be 26%.

The Overhead Assessment Rate for the US Forest Service is published in the Annual Program Direction. The rate for the effective dates of this SAOP will be 7.7%.

The Overhead Assessment Rate for the Bureau of Land Management is published in Washington Office Instruction Memo 2012-027 dated November 29, 2011. The rate for the effective dates of this SAOP will be 18.4%.

The Overhead Assessment Rate for the National Park Service is published in Assessment and Restoration Handbook. The rate for the effective dates of this SAOP will be 16.84%

The Overhead Assessment Rate for the US Fish and Wildlife Service is published in FWS Manual Part 274. The rate for the effective dates of this SAOP will be 17.1% or 22%.

The Overhead Assessment Rate for the Bureau of Indian Affairs is published in Memorandum dated July 20, 2010 for Fiscal Year 2011 Burden Rate. The rate for the effective dates of this SAOP will be 17.79%.

**E) Payment Due:**

All bills will be paid in accordance with the paying agency's prompt payment procedures. Voucher difference statements will accompany any payment made that is different than the amount billed.

- i. **Contested Billings:** Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
- ii. **Obligations:** For year-end obligation purposes, federal agencies will submit



**4. Billing Estimates and Time Frames:**

Each Agency will notify the respective administrative headquarters of any reimbursable claims that they intend to make and will provide an estimate of the amount involved within 120 days in each reimbursable action. Absent a written extension of time granted by the reimbursing agency, the final itemized claim should be submitted to the reimbursing agency within 240 days of the suppression action.

**5. Incident Cost Review:**

Signatory agencies will meet quarterly to discuss status of Cost Share and Colorado Emergency Fire Fund EFF declared fires. Costs will be reviewed according to the Federal Invoice Review Process (see Exhibit I) and handled on a case-by-case basis. Cost-share reconciliation spreadsheets will be presented and reviewed at the meeting. A contact person for each Agency will be identified and be responsible for ensuring costs to date are presented for their Agency. Agency contacts (See B.3 for contacts) will set dates and locations for the quarterly meetings.

**C) Electronic Funds Transfer (EFT):**

The Colorado Department of Public Safety shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT.

**D) Billing Content:** Bills will contain, at a minimum

- Cooperator name, address, phone number and agency financial contact
- Invoice or bill number
- Agreement number
- Resource Order number
- Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- Appropriate incident number and agency job code
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements.
- Signature and title of Agency official.

*Cost source documents will not be required unless summary cost data is disputed or needed to fulfill review requirements (e.g., Colorado EFF or FEMA), or for determining allowable costs under cost-share agreement. Summary cost data will*

<p><b>National Park Service</b>  Intermountain Region  Attn: Linda Turner  12795 W. Alameda Park  Denver, CO 80225  Phone: 303-969-2948  Fax: 303-969-2037  Email: <a href="mailto:linda_turner@nps.gov">linda_turner@nps.gov</a></p>	<p><b>Fish and Wildlife Service</b>  US Fish and Wildlife Service  Attn: Melissa Rosales,  Fire Admin Officer  134 Union Blvd., Suite 300  Lakewood, CO 80228  Phone: 303-236-4359  Fax: 303-236-4792  Email: <a href="mailto:Melissa.Rosales@fws.gov">Melissa.Rosales@fws.gov</a></p>
<p><b>USDA Forest Service – Region 2</b>  Attn: Denise Tomlin  740 Simms Street  Golden, CO 80401-4720  Phone: 303-275-5316  Fax: 303-275-5754  Cell: 303-378-0785  Email: <a href="mailto:dtomlin@fs.fed.us">dtomlin@fs.fed.us</a></p>	<p><b>State of Colorado</b>  Division of Fire Prevention and  Control  Attn: Terrie Craven  Bldg 1049  5060 Campus Delivery  Fort Collins, CO 80523  Phone: 970-491-8466  Fax: 970-491-3445  Email: <a href="mailto:terrie.craven@state.co.us">terrie.craven@state.co.us</a></p>
<p><b>Colorado State Forest Service</b>  Attn: Mary Atella  Bldg 1050  5060 Campus Delivery  Fort Collins, CO 80523  Phone: 970-491-3850  Fax: 970-491-7736  Email: <a href="mailto:mary.atella@colostate.edu">mary.atella@colostate.edu</a></p>	

CSU/CSFS accounts through June 30, 2012. When Colorado is the supporting agency on a state fire outside of Colorado, CSU/CSFS will submit that invoice to USFS in Colorado for expenses paid from CSU/CSFS accounts through June 30, 2012, unless agreement for direct billing has been reached with that state.

**Out-of-state fires occurring after July 1, 2012:** When Colorado is the supporting agency on an **out-of-state** federal fire, Colorado Division of Fire Prevention and Control (DFPC) will submit an invoice to the federal agency within Colorado for expenses paid from DFPC accounts starting July 1, 2012. When Colorado is the supporting agency on a state fire outside of Colorado, DFPC will submit that invoice to USFS in Colorado for expenses paid from DFPC accounts starting July 1, 2012, unless agreement for direct billing has been reached with that state.

b. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.

c. **When Colorado local/county agencies are the jurisdictionally responsible agency:**

**Fires occurring before July 1, 2012:** When Colorado local/county agencies were the jurisdictionally responsible agency and Federal Agencies provided resources, and the Colorado State Forest Service/Colorado State University received, reviewed and paid the Federal Agency from CSFS/CSU accounts for any fire suppression expenses through June 30, 2012, CSFS/CSU will then bill the responsible local/county jurisdiction for reimbursement.

**Fires occurring after July 1, 2012:** When Colorado local/county agencies were the jurisdictionally responsible agency and Federal Agencies provided resources, the Colorado Division of Fire Prevention and Control will receive, review and pay the Federal Agency from State accounts for any fire suppression expenses paid from July 1, 2012 forward and then bill the local/county jurisdiction for reimbursement.

**3. Billing Addresses:**

Appropriate bills will be sent to the following agency addresses:

<p><b>Bureau of Land Management</b>            Attn: Fire Incident Business            2850 Youngfield Street            Lakewood, Colorado 80215            Phone: 303-239-3958            Fax: 303-239-3811            Cell: 303-619-6973</p>	<p><b>Bureau of Indian Affairs</b>            Attn: Mike Perry            1001 Indian School Road NW            Albuquerque, NM 87104            Phone: 505-563-3007            Fax: 505-563-3019            Email: mike.perry@bia.gov</p>
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- (i) base hours of assigned resource or backfill but not both entities;
- (ii) overtime hours of assigned resource or backfill but not both entities.
- **Invoice Preparation:** includes charges by agency staff for the preparation of incident billing documents/packages.
- **Fire Duty Officer/Coordinator/Liaison:** interfaces with cooperators and supporting partners at local and state levels.
- **Fire Equipment Shop:** maintenance and or repair of engines, delivery of fire equipment and supplies to an incident.

## B) Suppression Billings

1. **Federal Billing Procedures:** Federal Agencies will not bill each other for fire suppression support. After expenses have been reviewed and the cost-share agreement terms applied, federal agencies will submit bills for their reimbursable costs to the State whenever Colorado is the protecting Agency and a billing is appropriate. (See Exhibit I for review process and timelines.)

## 2. State Billing Procedures:

**Important Change:** Due to the implementation of HB12 -1283, the responsibility for State Fire Billing was transitioned effective July 1, 2012 to Division of Fire Prevention and Control. Because of this transition date, suppression expenses for the same incident will be sent to the federal agencies by CSFS for expenses paid out of CSFS/CSU accounts through June 30, 2012 and by DFPC for expenses paid out of State accounts from July 1, 2012 forward.

All provisions of the original 2012 SAOP prior to this Modification related to Billing procedures remain in effect until all expense paid from CSU accounts prior to July 1, 2012, have been billed to the Federal agencies by CSFS/CSU and paid by the Federal agencies

### a. When Colorado is the Supporting Agency:

**In-state fires occurring before July 1, 2012:** When Colorado is the supporting agency and the incident is within the state of Colorado, the Colorado State Forest Service/Colorado State University will bill the jurisdictional Federal agency for any fire suppression expenses paid from CSFS/CSU accounts through June 30, 2012.

**In-state fires occurring after July 1, 2012:** When Colorado is the supporting agency and the incident is within the state of Colorado, the Colorado Division of Fire Prevention and Control will bill the jurisdictional Federal agency for any fire suppression costs paid from State accounts July 1, 2012 forward.

**Out-of-state fires occurring before July 1, 2012:** When Colorado is the supporting agency on an out-of-state federal fire, CSU/CSFS will submit an invoice to the federal agency within Colorado for expenses paid from

## EXHIBIT A

### Billing Procedures for Reimbursable Billings and Payments

#### A) **Billable/Non-Billable/Shareable**

##### **Non-Billable Items:**

**The following items are NOT considered billable by the Agencies:**

1. Agency Overhead personnel performing agency specific duties and not assigned to the incident
2. Non-expendable accountable property
3. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
4. Mutual aid costs unless otherwise stipulated in a cost share agreement.

##### **Billable and Shareable Items:**

Costs in support of an incident not on resource orders: There are associated costs that both State and Federal Agencies incur in providing resources to an incident.

Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable. While, on the surface, they are not ordered by and for the incident, they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors etc). These associated costs that are a result of the incident are considered to be an added cost to the agency. While these activities may not be documented on a resource order, they will be billed using agency specific financial system reports.

Examples include but are not limited to:

- **Dispatcher:** performing dispatch activity in support of the incident.
- **Airbase personnel:** includes personnel working in support of the incident.
- **Warehouse personnel:** includes local and regional cache/service center personnel performing activity in support of the incident.
- **Mobilization centers:** includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- **Transportation cost:** includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage and lodging/per diem.
- **Temporary incident payment center activity:** includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- **Backfill:** appropriate backfill billable to the incident:

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

**Cooperator Name:**  
**Unit Identifier: CO-**

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

13. Resource Description (include call sign, make, model, year, VIN, license number)	14. Kind	15. Type	16. Work Rate		17. Minimum Daily Guarantee	18. Ordering System STATE USE ONLY
			a. Rate \$	b. Unit		
(a)						
(b)						
(c)						
(d)						
(e)						
(f)						
(g)						
(h)						
(i)						
(j)						

Cooperator Initials: \_\_\_\_\_

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



# Colorado Cooperative Resource Standard Rates Schedule

EQUIPMENT	SPECS	SIZE	HP	NOTES	UNIT	RATE	DAILY GUARANTEE
Aerial Lift, Self-Propelled	Max. Platform Height	37 ft	to 15	Articulated, Telescoping, Scissor.	hour	\$13.00	\$ 104.00
Aerial Lift, Self-Propelled	Max. Platform Height	60 ft	to 30	Articulated, Telescoping, Scissor.	hour	\$19.00	\$ 152.00
Aerial Lift, Self-Propelled	Max. Platform Height	70 ft	to 50	Articulated, Telescoping, Scissor.	hour	\$32.00	\$ 256.00
Aerial Lift, Self-Propelled	Max. Platform Height	125 ft	to 85	Articulated and Telescoping.	hour	\$82.00	\$ 656.00
Aerial Lift, Truck Mntd	Max. Platform Height	150 ft	to 130	Articulated and Telescoping.	hour	\$100.00	\$ 800.00
Aerial Lift, Truck Mntd	Max. Platform Height	40 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$11.00	\$ 88.00
Aerial Lift, Truck Mntd	Max. Platform Height	61 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$19.00	\$ 152.00
Aerial Lift, Truck Mntd	Max. Platform Height	80 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$36.00	\$ 288.00
Aerial Lift, Truck Mntd	Max. Platform Height	100 ft		Articulated and Telescoping. Add to Truck rate for total rate.	hour	\$51.00	\$ 408.00
Air Compressor	Air Delivery	41 cfm	to 10	Hoses included.	Daily	\$24.00	-
Air Compressor	Air Delivery	103 cfm	to 30	Hoses included.	Daily	\$88.00	-
Air Compressor	Air Delivery	130 cfm	to 50	Hoses included.	Daily	\$104.00	-
Air Compressor	Air Delivery	175 cfm	to 90	Hoses included.	Daily	\$240.00	-
Air Compressor	Air Delivery	400 cfm	to 145	Hoses included.	Daily	\$328.00	-
Air Compressor	Air Delivery	575 cfm	to 230	Hoses included.	Daily	\$544.00	-
Air Compressor	Air Delivery	1100 cfm	to 355	Hoses included.	Daily	\$608.00	-
Air Compressor	Air Delivery	1600 cfm	to 500	Hoses included.	Daily	\$960.00	-
Ambulance				Rate includes Standby and transporting patients.	hour	\$60.00	\$ 480.00
BLS Kit				Fireline EMT / Paramedic	Daily	\$25.00	-
ALS Kit				Fireline EMT / Paramedic	Daily	\$60.00	-
ATV/UTV		1 rider			Daily	\$33.00	-
ATV/UTV		2+ riders			Daily	\$44.00	-
Board, Arrow			to 8	Trailer Mounted.	hour	\$5.00	\$ 40.00
Board, Variable Message			to 5	Trailer Mounted.	hour	\$13.00	\$ 104.00
Boat, Row				Heavy duty.	hour	\$2.00	\$ 16.00
Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$21.00	\$ 168.00
Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$39.00	\$ 312.00
Broom, Pavement	Broom Length	72 in	to 35		hour	\$19.00	\$ 152.00
Broom, Pavement	Broom Length	96 in	to 100		hour	\$30.00	\$ 240.00
Broom, Pavement, Mntd	Broom Length	72 in	to 18	Add to Prime Mover rate for total rate.	hour	\$9.00	\$ 72.00
Broom, Pavement, Pull	Broom Length	84 in	to 20	Add to Prime Mover rate for total rate.	hour	\$16.00	\$ 128.00
Bus			to 150		hour	\$30.00	\$ 240.00
Bus			to 210		hour	\$35.00	\$ 280.00
Bus			to 300		hour	\$41.00	\$ 328.00
Chain Saw	Bar Size	18 in			Daily	\$22.00	-
Chipper, Brush	Capacity	6-12"		Trailer Mounted	hour	\$27.00	\$ 216.00
Chipper, Brush	Capacity	>12"		Trailer Mounted	hour	\$60.00	\$ 480.00
Cleaner, Sewer/Catch Basin	Hopper Capacity	5 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$24.00	\$ 192.00
Cleaner, Sewer/Catch Basin	Hopper Capacity	14 cy		Truck Mounted. Add to Truck rate for total rate.	hour	\$33.00	\$ 264.00
Compactor			to 10		hour	\$17.00	\$ 136.00
Compactor, Pneumatic, Wheel			to 100		hour	\$44.00	\$ 352.00
Compactor, Sanitation			to 300		hour	\$144.00	\$ 1,152.00
Compactor, Sanitation			to 400		hour	\$143.00	\$ 1,144.00
Compactor, Sanitation			to 535		hour	\$336.00	\$ 2,688.00
Compactor, Towed, Drum Static		20000 lb		Add to Prime Mover rate for total rate.	hour	\$19.00	\$ 152.00
Compactor, Towed, Pneumatic, Wheel		10000 lb		Add to Prime Mover rate for total rate.	hour	\$12.00	\$ 96.00
Compactor, Towed, Vibratory Drum			to 45		hour	\$27.00	\$ 216.00
Compactor, Vibratory, Drum			to 75		hour	\$38.00	\$ 304.00
Crane	Max. Lift Capacity	8 MT	to 80		hour	\$41.00	\$ 328.00
Crane	Max. Lift Capacity	15 MT	to 150		hour	\$82.00	\$ 656.00
Crane	Max. Lift Capacity	50 MT	to 200		hour	\$142.00	\$ 1,136.00
Crane	Max. Lift Capacity	70 MT	to 300		hour	\$231.00	\$ 1,848.00



Colorado Department of Public Safety  
Cooperative Resource Standard Rates  
Effective January 1, 2014

EQUIPMENT	SPECS	SIZE	HP	NOTES	UNIT	RATE	DAILY GUARANTEE
Crane	Max. Lift Capacity	110 MT	to 350		hour	\$328.00	\$ 2,624.00
Crane, Truck Mntd	Max. Lift Capacity	24000 lb			hour	\$15.00	\$ 120.00
Crane, Truck Mntd	Max. Lift Capacity	36000 lb		Add to Truck rate for total rate.	hour	\$24.00	\$ 192.00
Crane, Truck Mntd	Max. Lift Capacity	60000 lb		Add to Truck rate for total rate.	hour	\$45.00	\$ 360.00
Cutter, Brush	Cutter Size	8 ft	to 150		hour	\$135.00	\$ 1,080.00
Cutter, Brush	Cutter Size	8 ft	to 190		hour	\$149.00	\$ 1,192.00
Cutter, Brush	Cutter Size	10 ft	to 245		hour	\$179.00	\$ 1,432.00
Derrick, Hydraulic Digger	Max. Boom Length	60 ft		includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$32.00	\$ 256.00
Derrick, Hydraulic Digger	Max. Boom Length	90 ft		includes hydraulic pole alignment attachment. Add to Truck rate.	hour	\$59.00	\$ 472.00
Dozer, Crawler	Type 3	>50			hour	\$65.00	\$ 520.00
Dozer, Crawler	Type 2	>100			hour	\$92.00	\$ 736.00
Dozer, Crawler	Type 1	2-200			hour	\$146.00	\$ 1,168.00
Dozer, Wheel		to 300			hour	\$82.00	\$ 656.00
Dozer, Wheel		to 400			hour	\$164.00	\$ 1,312.00
Dozer, Wheel		to 500			hour	\$228.00	\$ 1,792.00
Dozer, Wheel		to 625			hour	\$298.00	\$ 2,384.00
Engine, Fire	Type 6 - FEPP			Must be equipped in accordance with the current year "Interagency Standards for Fire and Fire Aviation Operations"	hour	\$42.00	\$ 336.00
Engine, Fire	Type 7				hour	\$65.00	\$ 520.00
Engine, Fire	Type 6				hour	\$71.00	\$ 568.00
Engine, Fire	Type 5			Must be equipped in accordance with the current year "Interagency Standards for Fire and Fire Aviation Operations"	hour	\$77.00	\$ 616.00
Engine, Fire	Type 4 - FEPP			Must be equipped in accordance with the current year "Interagency Standards for Fire and Fire Aviation Operations"	hour	\$106.00	\$ 848.00
Engine, Fire	Type 4			Must be equipped in accordance with the current year "Interagency Standards for Fire and Fire Aviation Operations"	hour	\$106.00	\$ 848.00
Engine, Fire	Type 3			Must be equipped in accordance with the current year "Interagency Standards for Fire and Fire Aviation Operations"	hour	\$119.00	\$ 952.00
Engine, Fire	Type 2			Must be equipped in accordance with the current year "Interagency Standards for Fire and Fire Aviation Operations"	hour	\$130.00	\$ 1,040.00
Engine, Fire	Type 1			Must be equipped in accordance with the current year "Interagency Standards for Fire and Fire Aviation Operations"	hour	\$27.00	\$ 216.00
Excavator, Hydraulic	Bucket Capacity	0.5 cy	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$59.00	\$ 472.00
Excavator, Hydraulic	Bucket Capacity	1.0 cy	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$97.00	\$ 776.00
Excavator, Hydraulic	Bucket Capacity	1.5 cy	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$179.00	\$ 1,432.00
Excavator, Hydraulic	Bucket Capacity	2.5 cy	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$298.00	\$ 2,384.00
Excavator, Hydraulic	Bucket Capacity	4.5 cy	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$558.00	\$ 4,464.00
Excavator, Hydraulic	Bucket Capacity	7.5 cy	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$996.00	\$ 7,968.00
Excavator, Hydraulic	Bucket Capacity	11 cy	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$180.00	\$ 1,440.00
Fork Lift	Capacity	6000 lb	to 60		hour	\$26.00	\$ 208.00
Fork Lift	Capacity	12000 lb	to 90		hour	\$35.00	\$ 280.00
Fork Lift	Capacity	18000 lb	to 140		hour	\$75.00	\$ 600.00
Fork Lift	Capacity	50000 lb	to 215		hour	\$46.00	
Generator	Prime Output	5.5 kW	to 10		Daily	\$96.00	
Generator	Prime Output	16 kW	to 25		Daily	\$208.00	
Generator	Prime Output	43 kW	to 65		Daily	\$408.00	
Generator	Prime Output	100 kW	to 125		Daily	\$600.00	
Generator	Prime Output	150 kW	to 240		Daily	\$720.00	
Generator	Prime Output	210 kW	to 300		Daily	\$1,015.00	
Generator	Prime Output	280 kW	to 400		Daily	\$1,136.00	
Generator	Prime Output	350 kW	to 500		Daily	\$1,792.00	
Generator	Prime Output	530 kW	to 750		Daily	\$2,384.00	
Generator	Prime Output	710 kW	to 1000		Daily	\$4,472.00	
Generator	Prime Output	1100 kW	to 1500		Daily	\$5,960.00	
Generator	Prime Output	2500 kW	to 3000		Daily	\$5.00	\$ 40.00
Goat Cart	Capacity	2 person			hour	\$52.00	\$ 416.00
Graders	Moldboard Size	10 ft	to 110	Includes Rigid and Articulate equipment.	hour	\$87.00	\$ 696.00
Graders	Moldboard Size	12 ft	to 150	Includes Rigid and Articulate equipment.	hour	\$105.00	\$ 840.00
Graders	Moldboard Size	14 ft	to 225	Includes Rigid and Articulate equipment.	hour	\$18.00	\$ 144.00
Loader, Crawler	Bucket Capacity	0.5 cy	to 32	Includes bucket.	hour	\$78.00	\$ 232.00
Loader, Crawler	Bucket Capacity	1 cy	to 60	Includes bucket.	hour	\$65.00	\$ 504.00
Loader, Crawler	Bucket Capacity	2 cy	to 118	Includes bucket.	hour	\$114.00	\$ 912.00
Loader, Crawler	Bucket Capacity	3 cy	to 178	Includes bucket.	hour	\$172.00	\$ 1,376.00
Loader, Crawler	Bucket Capacity	4 cy	to 238	Includes bucket.	hour	\$17.00	\$ 136.00
Loader, Skid-Steer	Operating Capacity	1000 lb	to 35		hour	\$27.00	\$ 216.00
Loader, Skid-Steer	Operating Capacity	2000 lb	to 65		hour	\$27.00	\$ 216.00

EQUIPMENT	SPECS	SIZE	HP	NOTES	UNIT	RATE	DAILY GUARANTEE
Loader, Skid-Steer	Operating Capacity	3000 lb	to 85		hour	\$33.00	\$ 264.00
Loader, Tractor, Wheel			to 81		hour	\$38.00	\$ 304.00
Loader, Wheel	Bucket Capacity	0.5 cy	to 38		hour	\$24.00	\$ 192.00
Loader, Wheel	Bucket Capacity	1 cy	to 60		hour	\$33.00	\$ 264.00
Loader, Wheel	Bucket Capacity	2 cy	to 105		hour	\$43.00	\$ 344.00
Loader, Wheel	Bucket Capacity	3 cy	to 152		hour	\$60.00	\$ 480.00
Loader, Wheel	Bucket Capacity	4 cy	to 200		hour	\$78.00	\$ 624.00
Loader, Wheel	Bucket Capacity	5 cy	to 250		hour	\$99.00	\$ 792.00
Loader, Wheel	Bucket Capacity	6 cy	to 305		hour	\$123.00	\$ 984.00
Loader, Wheel	Bucket Capacity	7 cy	to 360		hour	\$142.00	\$ 1,136.00
Loader, Wheel	Bucket Capacity	8 cy	to 530		hour	\$209.00	\$ 1,672.00
Loader-Backhoe, Wheel	Loader, Bucket Capacity	0.5 cy	to 40	Loader and Backhoe Buckets included.	hour	\$22.00	\$ 176.00
Loader-Backhoe, Wheel	Loader, Bucket Capacity	1 cy	to 70	Loader and Backhoe Buckets included.	hour	\$36.00	\$ 288.00
Loader-Backhoe, Wheel	Loader, Bucket Capacity	1.5 cy	to 95	Loader and Backhoe Buckets included.	hour	\$50.00	\$ 400.00
Loader-Backhoe, Wheel	Loader, Bucket Capacity	1.75 cy	to 115	Loader and Backhoe Buckets included.	hour	\$57.00	\$ 456.00
Mixer, Concrete Portable	Batching Capacity	10 cft			hour	\$5.00	\$ 40.00
Mixer, Concrete Portable	Batching Capacity	12 cft			hour	\$7.00	\$ 56.00
Mixer, Concrete, Trailer Mntd	Batching Capacity	11 cft	to 10		hour	\$14.00	\$ 112.00
Mixer, Concrete, Trailer Mntd	Batching Capacity	16 cft	to 25		hour	\$23.00	\$ 184.00
Motorcycle, Police					mile	\$1.00	
Mulcher, Trailer Mntd	Working Capacity	7 tph	to 35		hour	\$16.00	\$ 128.00
Mulcher, Trailer Mntd	Working Capacity	10 tph	to 55		hour	\$24.00	\$ 192.00
Mulcher, Trailer Mntd	Working Capacity	20 tph	to 120		hour	\$37.00	\$ 296.00
Plow, Snow, Grader Mntd	Width	to 10 ft		Add to Grader for total rate.	hour	\$24.00	\$ 192.00
Plow, Snow, Grader Mntd	Width	to 14 ft		Add to Truck rate for total rate.	hour	\$36.00	\$ 288.00
Plow, Snow, Truck Mntd	Width	to 15 ft		Add to Truck rate for total rate.	hour	\$17.00	\$ 136.00
Plow, Snow, Truck Mntd	Width	to 15 ft		With leveling wing. Add to Truck rate for total rate.	hour	\$28.00	\$ 224.00
Pump			to 4	Does not include Hoses.	Daily	\$32.00	
Pump			to 6	Does not include Hoses.	Daily	\$40.00	
Pump			to 10	Does not include Hoses.	Daily	\$56.00	
Pump			to 15	Does not include Hoses.	Daily	\$96.00	
Pump			to 25	Does not include Hoses.	Daily	\$112.00	
Pump			to 40	Does not include Hoses.	Daily	\$192.00	
Pump			to 60	Does not include Hoses.	Daily	\$224.00	
Pump			to 95	Does not include Hoses.	Daily	\$320.00	
Pump			to 140	Does not include Hoses.	Daily	\$376.00	
Pump			to 200	Does not include Hoses.	Daily	\$432.00	
Pump			to 275	Does not include Hoses.	Daily	\$960.00	
Pump			to 425	Does not include Hoses.	Daily	\$1,136.00	
Pump			to 500	Does not include Hoses.	Daily	\$1,432.00	
Pump			to 575	Does not include Hoses.	Daily	\$1,848.00	
Pump			to 650	Does not include Hoses.	Daily	\$2,152.00	
Pump, Fire - Portable	pressure	<75 psi			Daily	\$126.00	
Pump, Fire - Portable	pressure	>75 psi		Ex. Mini Mark, Wick 100	Daily	\$148.00	
Saw, Concrete	Blade Diameter	14 in	to 14		Daily	\$72.00	
Saw, Concrete	Blade Diameter	26 in	to 35		Daily	\$168.00	
Saw, Concrete	Blade Diameter	48 in	to 65		Daily	\$280.00	
Snow Blower	Capacity	2,000 tph	to 400		hour	\$209.00	\$ 1,672.00
Snow Blower	Capacity	2,500 tph	to 500		hour	\$239.00	\$ 1,912.00
Snow Blower, Truck Mntd	Capacity	3,500 tph	to 600		hour	\$269.00	\$ 2,152.00
Snow Blower, Truck Mntd	Capacity	600 tph	to 75	Does not include Truck.	hour	\$56.00	\$ 448.00
Snow Blower, Truck Mntd	Capacity	1,400 tph	to 200	Does not include Truck.	hour	\$105.00	\$ 840.00
Snow Blower, Truck Mntd	Capacity	2,000 tph	to 340	Does not include Truck.	hour	\$164.00	\$ 1,312.00
Snow Blower, Truck Mntd	Capacity	2,500 tph	to 400	Does not include Truck.	hour	\$179.00	\$ 1,432.00
Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$5.00	\$ 40.00
Snow Thrower, Walk Behind	Cutting Width	50 in	to 15		hour	\$11.00	\$ 88.00
Spreader, Sand	Mounting				hour	\$5.00	\$ 40.00
Spreader, Sand	Mounting	Dump Body			hour	\$9.00	\$ 72.00

Colorado Department of Public Safety  
Cooperative Resource Standard Rates  
Effective January 1, 2014

EQUIPMENT	SPECS	SIZE	HP	NOTES	UNIT	RATE	DAILY GUARANTEE
Spreader, Sand	Mounting	Truck (10 yd)			hour	\$12.00	\$ 96.00
Sweeper, Pavement			to 110		hour	\$88.00	\$ 704.00
Sweeper, Pavement			to 230		hour	\$111.00	\$ 888.00
Tank, Portable		Up to 3000 gal			Daily	\$81.00	-
Tank, Portable		>3000			Daily	\$108.00	-
Tender - Support	Support 4				hour	\$42.00	\$ 336.00
Tender - Support	Support 3				hour	\$47.00	\$ 376.00
Tender - Support	Support 2				hour	\$52.00	\$ 416.00
Tender - Support	Support 1				hour	\$60.00	\$ 480.00
Tender - Tactical	Type 2				hour	\$103.00	\$ 824.00
Tender - Tactical	Type 1				hour	\$119.00	\$ 952.00
Trailer, Dump	Capacity	20 cy		Does not include Prime Mover.	Daily	\$96.00	-
Trailer, Dump	Capacity	30 cy		Does not include Prime Mover.	Daily	\$168.00	-
Trailer, Equipment	Capacity	30 ton			Daily	\$128.00	-
Trailer, Equipment	Capacity	40 ton			Daily	\$152.00	-
Trailer, Equipment	Capacity	60 ton			Daily	\$184.00	-
Trailer, Equipment	Capacity	120 ton			Daily	\$304.00	-
Trailer, Office	Trailer Size	8' x 24'			Daily	\$24.00	-
Trailer, Office	Trailer Size	8' x 32'			Daily	\$24.00	-
Trailer, Office	Trailer Size	10' x 32'			Daily	\$32.00	-
Trailer, Water	Tank Capacity	4000 gal		Includes a centrifugal pump with sump and a rear spraybar.	Daily	\$136.00	-
Trailer, Water	Tank Capacity	6000 gal		Includes a centrifugal pump with sump and a rear spraybar.	Daily	\$168.00	-
Trailer, Water	Tank Capacity	10000 gal		Includes a centrifugal pump with sump and a rear spraybar.	Daily	\$200.00	-
Trailer, Water	Tank Capacity	14000 gal		Includes a centrifugal pump with sump and a rear spraybar.	Daily	\$248.00	-
Truck, Concrete Mixer	Mixer Capacity	13 cy	to 300		hour	\$112.00	\$ 896.00
Truck, Dump	Struck Capacity	8 cy	to 220		hour	\$53.00	\$ 424.00
Truck, Dump	Struck Capacity	10 cy	to 320		hour	\$68.00	\$ 544.00
Truck, Dump	Struck Capacity	12 cy	to 400		hour	\$90.00	\$ 720.00
Truck, Dump	Struck Capacity	18 cy	to 400		hour	\$97.00	\$ 776.00
Truck, Dump, Off Highway	Struck Capacity	28 cy	to 450		hour	\$157.00	\$ 1,256.00
Truck, Fire Ladder	Ladder length	up to 75'			hour	\$187.00	\$ 1,496.00
Truck, Fire Ladder	Ladder length	> 75'			hour	\$224.00	\$ 1,792.00
Truck, Flatbed	Maximum Gvw	<15000 lb	to 200		Daily	\$65.00	-
Truck, Flatbed	Maximum Gvw	>15000 lb	to 275		Daily	\$81.00	-
Truck, Garbage	Capacity	25 cy	to 255		hour	\$71.00	\$ 568.00
Truck, Garbage	Capacity	32 cy	to 325		hour	\$82.00	\$ 656.00
Truck, Pickup		1/2 ton			Daily	\$54.00	-
Truck, Pickup		3/4 ton			Daily	\$60.00	-
Truck, Pickup		1 ton +			Daily	\$76.00	-
Truck, Tractor		50000 lb	to 400	Tractor only	hour	\$98.00	\$ 784.00
Tub Grinder			to 440		Daily	\$1,016.00	-
Tub Grinder			to 630		Daily	\$1,432.00	-
Tub Grinder			to 760		Daily	\$1,792.00	-
Tub Grinder			to 1000		Daily	\$3,224.00	-
Vehicle - Mobile CP	Work positions	5 +		Does not include SUV's, Chief's Vehicles, etc.	Daily	\$378.00	-
Vehicle - SUV, Full size					Daily	\$98.00	-
Vehicle - SUV, Full size					Daily	\$44.00	-
Vibrator, Concrete			to 4		Daily	\$65.00	-
Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$2.00	\$ 16.00
Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$8.00	\$ 64.00
Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$18.00	\$ 144.00
Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$24.00	\$ 192.00
Welder, Portable					hour	\$33.00	\$ 264.00

COLORADO NATIONAL GUARD EQUIPMENT RATES

EQUIPMENT	SPECS	SIZE	HP	AGTES DESCRIPTION	UNIT	RATE W/ PERSONNEL	DAILY GUARANTEE
HET Series				Heavy Equipment Transport	Daily	\$739.20	
M916 Series				Truck Tractor Wheeled	Daily	\$697.95	
HVY HMHMY Series				Heavy HMHMY	Daily	\$671.34	

EQUIPMENT	SPECS	SIZE	HP	NOTES	UNIT	RATE	DAILY GUARANTEE
HMMWV AMB Series	HMMWV Ambulance				Daily	\$682.11	
MTV Series	5 ton Trucks				Daily	\$680.58	
LMTV SERIES	Light Utility Truck 2.5 Ton 4x4 Cargo Truck / Truck Chassis				Daily	\$674.33	
UP-ARMORED SERIES	HMMWV				Daily	\$683.86	
MP17 SERIES	Dump Truck, 20 Ton 12 CY Bed				Daily	\$668.95	
MP31 SERIES	Truck 5 Ton 6X6				Daily	\$679.34	
HEMTT SERIES	Heavy Expanded Mobility Tactical Truck 10-Ton 8X8				Daily	\$746.82	
M35 SERIES	Medium Truck 2.5-Ton 6X6				Daily	\$714.60	
CUCV SERIES	Commercial Utility Cargo Vehicle, 4x4 Pick-up				Daily	\$643.11	
HMMWV SERIES	High Mobility Multi-Purpose Wheeled Vehicle, 4x4				Daily	\$676.85	
PLS SERIES	Palletized Load System				Daily	\$748.79	
HEMTT Fueler	Heavy Expanded Mobility Tactical Truck 10-Ton 8X8 Fuel Servicing Truck				Daily	\$760.66	
MR08 SERIES	General Utility Truck				Daily	\$696.48	
Small Trailers	Small Trailer				Daily	\$396.09	
Large Trailers	Large Trailer				Daily	\$596.93	
2KW	2 KW Generator	2KW			Daily	\$387.89	
3KW	3 KW Generator	3 KW			Daily	\$388.81	
5KW	5 KW Generator	5 KW			Daily	\$393.14	
10KW	10 KW Generator	10 KW			Daily	\$394.22	
60KW	60 KW Generator	60 KW			Daily	\$399.20	
RAWS/TWPS	Tactical Water Purification System				Daily	\$621.96	
RONPU	Reverse Osmosis Water Purification Unit				Daily	\$441.79	
Loader	Loader				Daily	\$924.97	
LETTS	Light Equipment Truck Transport				Daily	\$746.82	
Tractors	Dozer				Daily	\$753.97	
M1187	10-Ton Dumptruck				Daily	\$679.86	
BHL	Backhoe Loader				Daily	\$685.97	

COLORADO NATIONAL GUARD AIRCRAFT RATES

EQUIPMENT	SPECS	SIZE	HP	NOTES	UNIT	RATE	DAILY GUARANTEE
Fixed Wing					Hourly	\$1,781	
C-12	Beechcraft (2 engine)				Hourly	\$9,216	
Rotary Wing					Hourly	\$10,179	
CH-47D	Chinook				Hourly	\$5,463	
CH-47F	Chinook				Hourly	\$4,434	
UH-60A	Blackhawk				Hourly	\$3,636	
UH-60L	Blackhawk				Hourly	\$2,761	
UH-60M	Blackhawk				Hourly		
UH	Lakota				Hourly		

**ATTACHMENT H**

# 2010 DOUGLAS COUNTY FIRE PROTECTION DISTRICTS

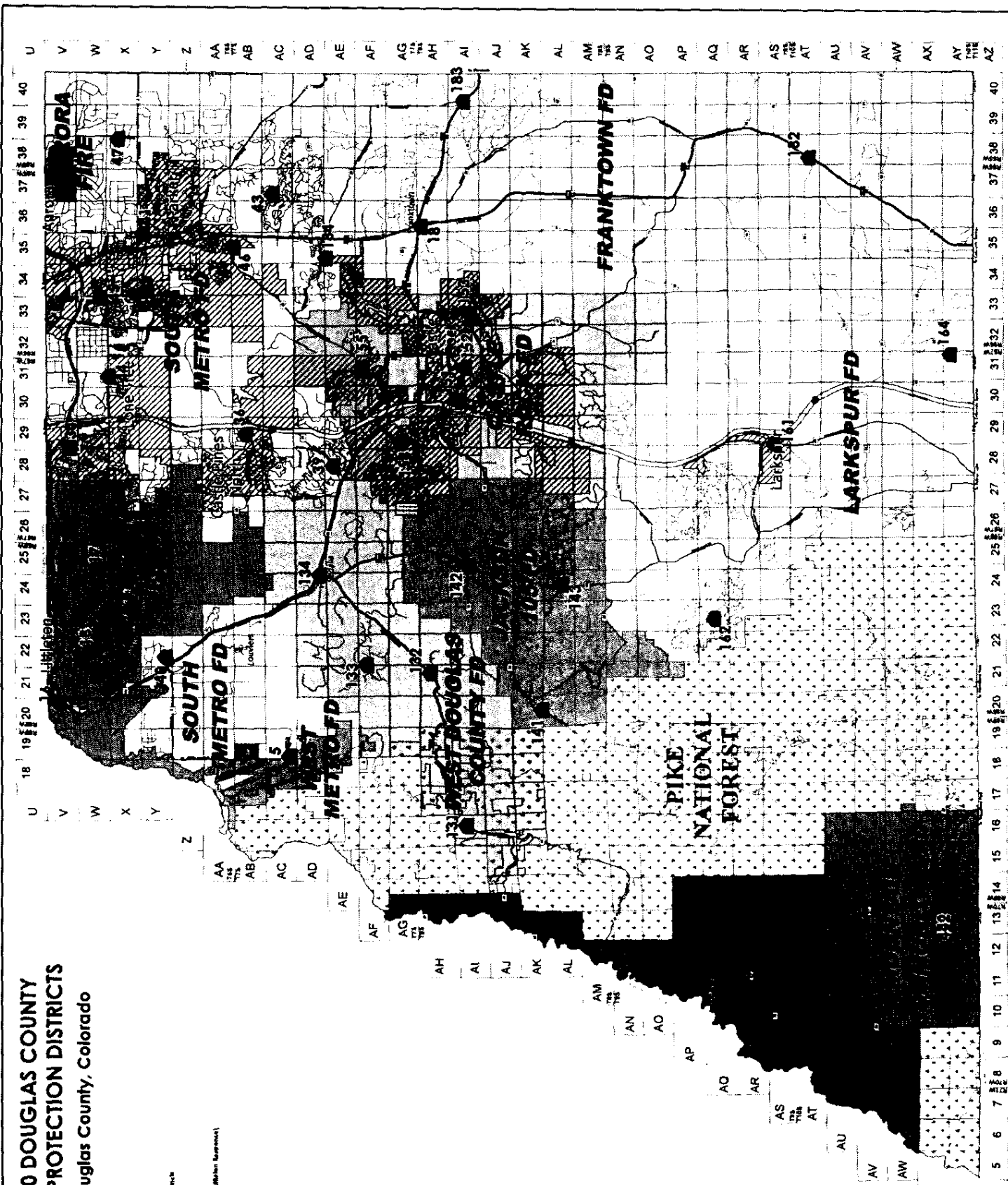
Douglas County, Colorado

- Legend**
- Fire Station
  - Area Not Served by Fire Districts
  - Arroyo Fire
  - Carlsbad Fire
  - Central Park (South Metro & Larkspur Services)
  - Franktown Fire
  - Jet Mesa Fire
  - Larkspur Fire
  - Mountain Communities Fire
  - North Park Fire
  - South Metro Fire
  - West Douglas Fire
  - West Alamosa Fire
  - Alto Page Fire
  - County Boundary
  - Municipalities
  - Pike National Forest
  - Interstate
  - U.S. Highway
  - State Highway
  - Major Road
  - Local Road
  - Service Area Number



**NOTES:**

This map was prepared by Douglas County, Colorado, and is intended for informational purposes only. It is not intended to be used for legal or financial purposes. The information on this map is based on the best available data as of the date of publication. Douglas County, Colorado, is not responsible for any errors or omissions on this map. The user assumes all liability for any use of this map.



**ATTACHMENT I**

## Addenda for the Douglas County Delegation of Authority

**Addendum 1** to the Delegation of Authority becomes effective at \_\_\_\_\_ (time) on \_\_\_\_\_, 20 \_\_, for the Operational Period # \_\_\_\_\_. This includes the authority to obligate agency funds necessary to pay for controlling this incident up to \$ \_\_\_\_\_ for this operational period. This addenda may be changed or updated by written addendums should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for Douglas County Government.

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time

---

**Addendum 2** to the Delegation of Authority becomes effective at \_\_\_\_\_ (time) on \_\_\_\_\_, 20 \_\_, for the Operational Period # \_\_\_\_\_. This includes the authority to obligate agency funds necessary to pay for controlling this incident up to \$ \_\_\_\_\_ for this operational period. This addenda may be changed or updated by written addendums should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for Douglas County Government.

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time

---

**Addendum 3** to the Delegation of Authority becomes effective at \_\_\_\_\_ (time) on \_\_\_\_\_, 20 \_\_, for the Operational Period # \_\_\_\_\_. This includes the authority to obligate agency funds necessary to pay for controlling this incident up to \$ \_\_\_\_\_ for this operational period. This addenda may be changed or updated by written addendums should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for Douglas County Government.

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time

---

**Addendum 4** to the Delegation of Authority becomes effective at \_\_\_\_\_ (time) on \_\_\_\_\_, 20 \_\_, for the Operational Period # \_\_\_\_\_. This includes the authority to obligate agency funds necessary to pay for controlling this incident up to \$ \_\_\_\_\_ for this operational period. This addenda may be changed or updated by written addendums should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for Douglas County Government.

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time



## Douglas County Delegation of Authority

Agency authority and responsibility for managing and controlling the \_\_\_\_\_ Incident impacting Douglas County, is hereby transferred to \_\_\_\_\_ as Incident Commander.

As Incident Commander, you are accountable to the Agency Administrator for the overall management of this incident, including its control and return to local Agency control. You are expected to adhere to the standards of the National Incident Management System and Incident Command System, relevant and applicable laws, policies, professional standards and policy direction from the Agency Administrator.

The protection of emergency responders and citizens is your highest priority task. The protection of public and private property including key economic infrastructure is your next highest priority. Priorities of the Agency also include the protection of the economic, cultural, social and environmental assets in the affected area. Suppression of this incident is your primary assignment and you are expected to do so to the best of your ability in a manner that provides for the safety and well-being of involved personnel.

Specific direction for this incident is as follows:

1. Transition with existing forces will be handled smoothly but as rapidly as possible.
2. Ensure coordination, cooperation and communication with the Agency Administrator, the Douglas County Emergency Operations Center (DC-EOC) Manager, Agency Representatives, and the local, State and Federal agencies involved.
3. Ensure coordination of public information through the DC-EOC and a Joint Information System / Joint Information Center that may be established for the Incident.
4. \_\_\_\_\_

This transfer includes the authority to obligate agency funds necessary to pay for controlling this incident up to \$ \_\_\_\_\_ for the first operational period ending \_\_\_\_\_, subject to the following limitations:

1. Coordination with Douglas County Finance Department staff and adherence to Agency procedures regarding use of the Emergency-Disaster Fund.
2. Reasonable cost-effective and cost-containment practices will be used at all times with keen attention to avoiding duplicate resource ordering. At which time the DC Emergency Operations Center is activated, all resource ordering will take place through the DC EOC.
3. \_\_\_\_\_

This Delegation of Authority becomes effective at \_\_\_\_\_ (time) on \_\_\_\_\_, 20 \_\_, and may be changed or updated by written addendums should the incident extend into additional operation periods. Any transfer of command shall be done only with the written approval of the Agency Administrators for Douglas County Government.

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time

\_\_\_\_\_  
Agency Administrator

\_\_\_\_\_  
Date & Time

## ATTACHMENT J

## Appendix J

### DIRECTORY OF AUTHORIZED AGENCY REPRESENTATIVES

#### **A. Bureau of Land Management**

No BLM lands in Douglas County

#### **B. Division of Fire Prevention and Control**

State Emergency Operations Line: 303-279-8855

Kirk Will, Fire Management Officer  
Cell: 720-556-5100

Vaughn Jones, DFPC East Area FMO  
Cell: 303-909-5735  
Office: 303-239-3851

Rocco Snart, DFPC Deputy Chief of Operations  
Cell: 720-347-7234

Kevin Michalak, Engine Captain – Golden  
Cell: 720-838-6828  
Office: 303-279-9757

Taylor Triolo, Engine Captain – Lyons  
Cell: 720-737-6462

#### **C. USDA Forest Service**

Pueblo Interagency Dispatch Center: 719-553-1600 (24-hour)  
Alternate number: 719-549-0540  
Center Manager: Tammy Milton  
Assistant Center Manager: Cindy French 719-553-1615  
Supervisor's Office: 719-553-1400  
Unit Fire Management Officer: Diana Allen 719-250-9205  
Assistant Unit Fire Management Officer: Scott Bovie 719-568-4630  
Pikes Peak Ranger District FMO Eric Zanotto: 719-359-0244  
South Platte Ranger District FMO Alissa Roeder: 303-275-5632 (Desk); 303-601-6439 (Cell)

#### **D. Bureau of Indian Affairs**

No lands in Douglas County

#### **E. National Park Service**

No lands in Douglas County

**F. Fish and Wildlife Service**

No lands in Douglas County

**G. Douglas County**

Board of County Commissioners Office: 303-660-7401

Doug DeBord, County Manager  
Cell: 720-884-7671

Victoria Starkey, Facilities, Fleet & Emergency Support Services Director  
Cell: 303-915-2364

Douglas County Regional Dispatch Center: 303-660-7500

Douglas County Office of Emergency Management: 303-660-7589

Tim Johnson, Director of Emergency Management  
Cell: 303-210-9770

Cherie Abbott, Emergency Management Coordinator  
Cell: 303-591-4170

Keith Mathena, Deputy OEM  
Cell: 303-915-1295

Mike Alexander, Emergency Management Coordinator  
Cell: 720-474-6310

Douglas County Parks and Open Space  
Tom Welle, Ranger. Cell: 303-660-7337

**H. Fire Departments**

Castle Rock Fire and Rescue: 303-660-1066  
Franktown Fire Protection District: 303-688-3811  
Jackson 105 Fire Protection District: 303-688-1218  
Larkspur Fire Protection District: 303-681-3284  
Littleton Fire Rescue: 303-794-1555  
METCOM: 720-488-7263  
Mountain Communities VFD: 303-647-2361  
North Fork Fire Protection District: 303-647-2211  
South Metro Fire Rescue Authority: 720-989-2000  
West Douglas County Fire Protection District: 303-688-6055  
West Metro Fire Department: 303-989-6725

**I. Denver Water Board**

Emergency Dispatch: 303-628-6390

Kevin Keefe: (o) 303-628-6355, (cell) 303-994-0177, (pager) 303-855-1117

**J. Denver Mountain Parks-Daniel's Park**

Denver Mountain Parks: 720-865-0900

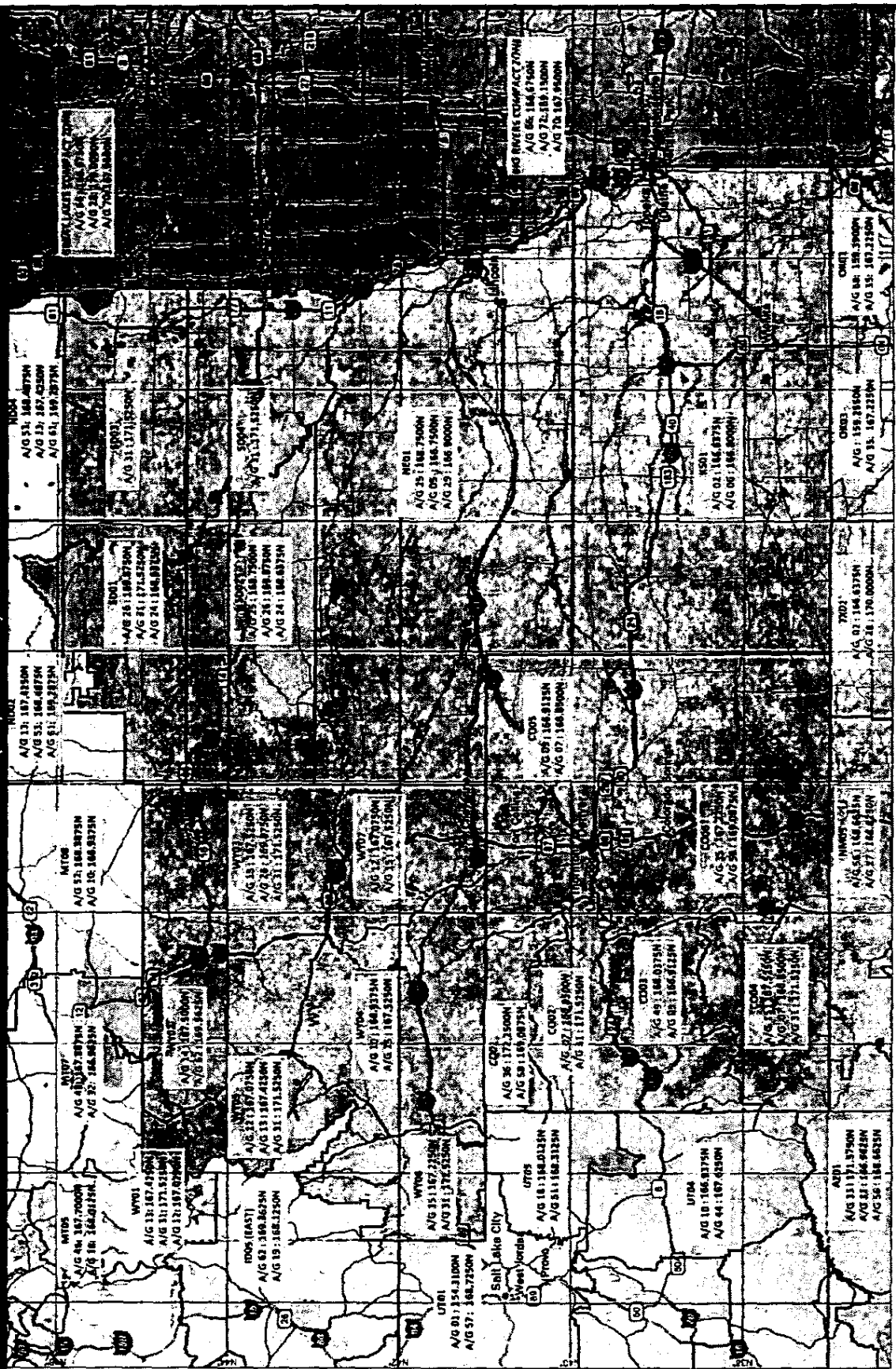
Matt Brown (Caretaker): 720-865-0893

Andy Peri: 720-865-0892

Dick Gannon (DMP Superintendent): 720-865-0892

## ATTACHMENT K

# Rocky Mountain Coordination Center Air to Ground (FM) Radio Frequencies 2013



**For Official Use Only**

The data contained in this publication is Sensitive But Unclassified (SBU) and is not releasable under the Freedom of Information Act.

Official Rocky Mountain Air-to-Ground IA Map with Labels, 2013

Version 2.0 with Labels (Supercedes all other Versions)

Modified 1/25/2013

**Legend:**

- Towns
- Minor Roads
- River/Water
- IA Zones Rocky Mountain GACC
- IA Zones Eastern Great Basin GACC
- IA Zones Southern Area GACC
- IA Zones Northern Rockies GACC
- IA Zones Eastern Area GACC
- IA Zones Southwest GACC

# ATTACHMENT L



### EFF FUNDING REQUEST

1. Date \_\_\_\_\_ Time \_\_\_\_\_  
2. Incident Name \_\_\_\_\_  
3. County \_\_\_\_\_ EFF member:  yes  no  
4. Current fire \_\_\_\_\_ acres.  
Immediate threats to \_\_\_\_\_  
5. Incident Location \_\_\_\_\_

6. Who is making request:  CDFPC FMO  Co. Sheriff  Co. Commissioner  
 Other \_\_\_\_\_  
7. Current role of Sheriff: \_\_\_\_\_  
8. Current Incident Commander name \_\_\_\_\_ Agency \_\_\_\_\_

9. Jurisdictions now burning:  
 FPD  City  County  USFS  BLM  NPS  Other \_\_\_\_\_  
Fire Districts (list) \_\_\_\_\_  
10.  Yes  No Urban interface involved?  
Evacuations: # Needed \_\_\_\_\_ # Underway \_\_\_\_\_  not-needed  
Primary Residence: Threatened \_\_\_\_\_ Lost \_\_\_\_\_  
Secondary Residence: Threatened \_\_\_\_\_ Lost \_\_\_\_\_

11. Suppression resources:	Available	Ordered	Committed
line workers	_____	_____	_____
engines	_____	_____	_____
dozers	_____	_____	_____
airtankers	_____	_____	_____
helicopters	_____	_____	_____
other	_____	_____	_____

12. Fire weather (from NWS):

	Current	Forecast
wind speed & dir.	_____	_____
temps, max & min	_____	_____
RH, max & min	_____	_____
Other:	_____	_____

13. Condition of forces now on fire line: \_\_\_\_\_

14. Expectations 8 hours from now:  
fire size: \_\_\_\_\_ acres  
terrain \_\_\_\_\_  
fuels \_\_\_\_\_  
threats \_\_\_\_\_  
fire behavior \_\_\_\_\_  
15. Totals from EFF Analysis Form CDFPC 01: #yes \_\_\_\_\_ #no \_\_\_\_\_

16. CDFPC FMO recommendation:

CDFPC accept Delegation of Duty at  0600 hrs on date \_\_\_\_\_  
 1800 hrs

CDFPC **NOT** accept the Delegation of Duty.

Why for either of above:

Anticipated resources needed for control:

17.  Yes  No Have both the County Sheriff and Commissioners been advised of need for the **Assumption of Control?**

18.  Yes  No Do the County Sheriff and Commissioners concur with the **Assumption of Control?**

19. DFPC FMO \_\_\_\_\_ Time \_\_\_\_\_

Location \_\_\_\_\_ Phone # \_\_\_\_\_

S.O. Fire Duty Officer \_\_\_\_\_

---

**STATE OFFICE USE**

20. Recommendation of Fire Div. Chief (S.O. Duty Person if Div. Supervisor not available):

21. State Wildland Fire Section Chief decision and any constraints:

25. Decision relayed to FMO Date \_\_\_\_\_ Time \_\_\_\_\_  
by \_\_\_\_\_

COMPLEXITY ANALYSIS GUIDELINE

How complex must a situation be in order to qualify for an Incident Management Team?

The following chart should be used as a guideline for deciding the level of incident management team needed for an incident. It is designed to help analyze the complexity or predicted complexity of a given fire situation. Assumptions are:

- 1. When a fire escapes initial attack, it is automatically considered for an incident management team. A Type 4, Type 3, Type 2, or a Type 1 team should manage it, depending on complexity level.
- 2. As a fire situation becomes more complex, so does the need for a Type 1 team to handle a predicted Type 1 situation.

Instructions for using this guideline:

- 1. Carefully analyze each secondary element under the listed primary factors, and check response column either yes or no.
- 2. Decisions should be based on the number of yes answers under the primary factors. As a rule of thumb, if the majority of the seven primary factors have secondary elements answered with a "yes," the complexity is great enough to warrant a Type I effort. If the majority of the seven primary factors do not have two or more secondary elements answered with a "yes," the complexity should remain at the IMG or Type II level.

It should be emphasized that this analysis is based on predictions for the next burning period. Obviously, if the analysis is on the present situations and one of the primary factors is checked, a Type 1 situation already exists.

A.	SAFETY	Yes	No
	1. Fixed wing and helicopters both involved.	___	___
	2. More than one fuel type involved.	___	___
	3. Extended exposure to risk or unusually hazardous line conditions.	___	___
	4. Serious accident or fatality.	___	___

Subtotal:    \_\_\_    \_\_\_

B.	MULTIPLE OWNERSHIPS	Yes	No
----	---------------------	-----	----

1.	Fire burning on more than one land ownership.		_____	_____
2.	Disputed fire responsibility/authority.		_____	_____
3.	Potential for claims.		_____	_____
		Subtotal:	_____	_____
<b>C.</b>	<b>PERSONNEL AND OTHER RESOURCES COMMITTED</b>		<b>Yes</b>	<b>No</b>
1.	200 or more people per shift.		_____	_____
2.	Two or more divisions.		_____	_____
3.	Multi-support agencies involved.		_____	_____
4.	Local resources (personnel and equipment) not available or in condition suitable for initial attack.		_____	_____
		Subtotal:	_____	_____
<b>D.</b>	<b>CONTAINMENT COST</b>		<b>Yes</b>	<b>No</b>
1.	\$50,000 or more per day.	Subtotal:	_____	_____
<b>E.</b>	<b>FIRE BEHAVIOR</b>			
1.	Flame length of 6 feet or greater.		_____	_____
2.	Duration uncontrolled - 2 or more burning periods.		_____	_____
3.	Severe or extremely variable topography.		_____	_____
4.	1 Hr. fuel moisture 5% or less.		_____	_____
<b>F.</b>	Eye-level wind forecast greater than 20 mph.		_____	_____
<b>G.</b>	Active crowning/spotting expected.		_____	_____
		Subtotal:	_____	_____

H. CULTURAL RESOURCES	Yes	No
1. Urban interface.	_____	_____
2. Summer homes.	_____	_____
3. Other developments.	_____	_____
<b>Subtotal:</b>	_____	_____
I. POLITICAL PROBLEMS		
1. Controversial fire policy.	_____	_____
2. Poor relationship between ownerships.	_____	_____
3. Pre-existing controversies.	_____	_____
4. Local organization unable to establish positive media relationships.	_____	_____
<b>Subtotal:</b>	_____	_____
<b>GRAND TOTAL:</b>	_____	_____

Recommended  
Management Level

Total # of "Yes" answers:

- 0 - 2 Reinforced attack
- 3 - 7 Local Type 4 or 3 Team
- 8 - 13 Type 2 team
- 14+ Type 1 team

**Note:** Other considerations may influence decision on which Management Level team to request. If Management Level used is different than above indicates, use space below or back of this sheet for documentation.

(continue on back as needed)

This form to be completed each shift.

EFF ANALYSIS FORM

Date \_\_\_\_\_ Time \_\_\_\_\_

Fire name \_\_\_\_\_ Location T\_\_ R\_\_ Section \_\_\_\_\_

	Current		Predicted	
	Yes	No	Yes	No
<b>I. Resources</b>				
a. Has the normal mutual aid network been fully implemented?				
b. Are all county government resources, as defined in the operating plan, committed/enroute?				
c. Is air support required?				
d. Is the fire beyond the capability of local management team?				
e. Is there an inadequate water supply?				
f. Is there a need for regional or national resources?				
g. Is the availability of additional resources hampering suppression efforts?				
<b>II. Risk Factors</b>				
a. Is there a threat to public at large?				
b. Are structures threatened/involved?				
c. Are there unusually hazardous fire fighting conditions?				
d. Is there an aviation resource safety problem?				
e. Are historical values at risk?				
f. Does the fire involve mixed land ownership?				
<b>III. Fire Situation</b>				
a. Are flame lengths in excess of 4 ft?				
b. Is torching/crowning occurring?				
c. Is the 1000 hour fuel moisture below 12%?				
d. Is the fire burning in an extreme fuel type?				

	Current		Predicted	
	Yes	No	Yes	No
e. Is the fire inaccessible by ground in one hour?				
f. Is the rate of spread beyond suppression capability?				
<b>IV. Fire Weather</b>				
a. Is wind a critical factor in fire behavior?				
b. Is temperature a critical factor in fire behavior?				
c. Is RH below 20%?				
d. Are there T-storms/fronts?				
<b>V. Other Considerations</b>				
a. Are there existing political problems?				
b. Are non-fire incidents occurring which have an impact on fire operations?				
c.				
d.				
e.				
<b>VI. Totals</b>	A	B	C	D

Current (A) \_\_ + Predicted (C) \_\_ =  
 Current (B) \_\_ + Predicted (D) \_\_ =

To qualify for EFF, questions must reflect a total local level commitment to the fire.

Total of Columns A + C must be equal to or greater than 32 (67%).

\_\_\_\_\_  
 Sheriff or Designee's Signature

\_\_\_\_\_  
 CDFPC Wildland Fire Chief or Designee's Signature

CDFPC Wildland Fire Chief:

## ATTACHMENT M



## Wildfire Emergency Response Fund (WERF) 2014 Guidelines

The Wildfire Emergency Response Fund (Ref: CRS §24-33.5-1209) was created to assist local jurisdictions with initial attack wildland fire response on state and private lands within the state of Colorado. Any County Sheriff, municipal fire department, or fire protection district within Colorado may request WERF reimbursement as the official Requesting Agency. WERF will reimburse, if funds are available, the Requesting Agency the cost of eligible wildland firefighting resources.

<b>ELIGIBLE FOR WERF REIMBURSEMENT</b>	
Both aerial resource use and hand crew use on the same incident.	
<b>AERIAL RESOURCES</b>	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.
<b>HAND CREW</b>	Up to 2 hand crew days within the first 2 operational periods of an incident, beginning from time of departure to fire.
	<i>Type 1, Type 2 Initial Attack, or Type 2 NWCG-qualified crews.</i>
	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.

<b>NOT ELIGIBLE FOR WERF REIMBURSEMENT</b>	
<b>AERIAL RESOURCES</b>	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.
<b>HAND CREW</b>	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](mailto: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.

## ATTACHMENT N

## DOUGLAS COUNTY AIRCRAFT REQUEST FORM

Request Date: \_\_\_\_\_ Time: \_\_\_\_\_

Request is for:  Single Engine Air Tanker  Helicopter (T1, T2, T3)  
 Heavy Air Tanker  Air Attack (ATGS)  
 Other (describe) \_\_\_\_\_

Intended use of requested aircraft:  retardant  foam  water  
 crew transport  equipment transport  
 aerial supervision

Incident Name:	Type:
Incident Commander's Name:	
Phone #:	Radio Call Sign:
Incident Location: Township/Range/Section _____	
Lat/Lon (deg, min, sec):	Elevation:
Know Hazards in the Area (From Topographic Maps): Example: Powerlines	
Ground Contact for Air Resources:	
Air to Ground Frequency:	
Values at Risk:	
Structures/Subdivisions: _____	
Infrastructure: _____	
Utilities(power/gas): _____	
Watersheds: _____	
Location of possible dip sites:	
Dip site hazards:	
Requesting Agency:	Agency Phone:
Name of Requester:	
Approved By:	(As authorized by the Douglas County AOP)
Dispatch Center originating the request:	
Contact Name/Number:	
Copy faxed to Douglas County Sheriff Dispatch if originated by another dispatch center	

### Size Up Information

Character of Fire:  Smoldering  Creeping  Running  
 Torching  Crowning  Torching/Spotting

Flame Length: \_\_\_\_\_ Estimated Size in Acres: \_\_\_\_\_

Wind Direction and Speed: \_\_\_\_\_ Aspect: \_\_\_\_\_  
Relative Humidity: \_\_\_\_\_ Slope %: \_\_\_\_\_  
Air Temperature: \_\_\_\_\_

Fuel Loading:  Light  Moderate  Heavy  
Spread Potential:  None  Low (0-5 ac)  Moderate (6-10 ac)  
 High (10-50 ac)  Extreme (50+ ac)

Fuel Types:  Grass  Oakbrush  Sagebrush  
 Mtn. Shrub  Ponderosa pine  Douglas-fir  Slash

Additional Information/Instructions: \_\_\_\_\_

## ATTACHMENT O

**ORDINANCE NO. O-012-004**

**THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO**

**AN ORDINANCE RESTRICTING OPEN FIRES, OPEN  
BURNING AND FIREWORKS IN THE UNINCORPORATED  
AREAS OF DOUGLAS COUNTY.**

*WHEREAS*, section 30-15-401(1) (n.5), C.R.S., authorizes the Board of County Commissioners ("Board") to adopt an ordinance banning Open Fires to a degree and in a manner that the Board deems necessary to reduce the danger of wild fires within those portions of the unincorporated areas of the county where the danger of forest or grass fires is found to be high; and

*WHEREAS*, section 30-15-401(1) (n.7), C.R.S., authorizes the Board to prohibit the sale, use and possession of fireworks, including permissible fireworks, within those portions of the unincorporated areas of the county; and

*WHEREAS*, the Board finds, based upon competent evidence, that the danger of forest or grass fires is high within the unincorporated areas of the county, but that the danger tends to subside with seasonal and weather changes, such that the ban on Open Fires may reasonably be suspended from time to time; and

*WHEREAS*, the Douglas County Sheriff ("Sheriff") is authorized pursuant to sections 30-10-512 and 30-10-513, C.R.S., to act as fire warden of the county in certain circumstances in case of prairie or forest fires, and to assume charge or assist other governmental entities in controlling or extinguishing forest or prairie fires; and

*WHEREAS*, the Board finds that the Sheriff, in his or her capacity as fire warden, is the appropriate person, within his or her discretion, to determine whether a ban on Open Fires should be suspended during times of decreased fire danger, or elevated to Stage 2 in times of extreme fire danger, as further described herein; now therefore,

**BE IT ORDAINED, BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, as follows:**

**Section 1. Title.** This ordinance shall be known and referred to as the "Douglas County Open Fire and Open Burning Restriction Ordinance" and may be cited and referenced as such.

**Section 2. Purpose.** The purpose of this ordinance is to preserve and protect the public health, safety and welfare of the citizens of Douglas County, Colorado, by restricting Open Fires, Open Burning, and the Use of Fireworks, in the unincorporated areas of Douglas

County in order to prevent forest and grass fires when a high danger of such fires exists as a result of atmospheric and natural fuel conditions, including lack of moisture and other local conditions in Douglas County.

**Section 3. Application.** Unless suspended by the Sheriff, the restrictions set forth in Section 6 and 7, below, shall be known as a Stage 1 Fire Ban and shall apply throughout the unincorporated areas of Douglas County including public, private, state and federal lands. In addition to the power to suspend the Stage 1 Fire Ban, the Sheriff shall also have the power to elevate the Fire Ban to Stage 2, as set forth in Section 8, below.

In exercising the discretion to suspend the Stage 1 Fire Ban or elevate the Fire Ban to Stage 2, the Sheriff shall consider, but not be bound by or limited to, weather conditions, lack of precipitation, and heavy fuel loading that creates a threat of fire in the forests and prairies of Douglas County, and that further creates in the discretion of the Sheriff a state of emergency with respect to fire danger; as verified by the following process according to the County's Annual Operating Plan (AOP);

- Douglas County uses the Fire Restriction Evaluation Guidelines checklist developed by the U.S. Forest Service to determine whether or not Douglas County should implement or rescind fire restrictions.
- These guidelines include the following criteria as part of the assessment process as measured by our weather station: 1000 hour fuels, Energy Release Component, Fire Danger Adjective Rating, Availability of suppression resources, High occurrence of human caused fires, Adverse fire weather conditions predicted to continue, Local fire preparedness level, and Input from local fire officials.
- When the County has completed the above evaluation and is confident that fire restrictions should be implemented, the County notifies the Colorado Division of Fire Prevention and Control, surrounding Counties and US Forest Service and when possible, requests that a teleconference be convened so that we can compare assessments and attempt to minimize discrepancies.

**Section 4. Definition of Open Fire or Opening Burning.** For purposes of this ordinance, "Open Fires" or "Open Burning" shall be defined as any outdoor fire, including, but not limited to, campfires, warming fires, the lighting of any explosives and fireworks of any kind or brand, the lighting of model rockets, and the burning of fence lines or rows, fields, farm lands, range lands, wildlands, trash and debris.

**Section 5. Definition of Fireworks.** For purposes of this ordinance, "Fireworks" shall be defined as set forth in section 12-28-101(3), C.R.S., and specifically shall include "permissible fireworks" as defined in section 12-28-101(8), C.R.S. Any devices that meet the statutory definition of fireworks referenced herein, but that are not "permissible fireworks" shall remain prohibited at all times.

**Section 6. Unlawful Acts.** (a) Except as provided in Section 7 or 8 below, when restrictions on Open Fires, Open Burning, and Use of Fireworks are enacted, it shall be unlawful for any person to build, maintain, attend or use an Open Fire, conduct Open Burning, or to Use Fireworks in the unincorporated areas of Douglas County including public, private, state and federal lands. This includes; the operation or use of any internal combustion engine (e.g., chainsaw, etc.) without a spark arresting device properly installed, maintained and in effective working order and; the operation of any pest control equipment which relies upon the ignition of flammable gases or liquids.

(b) It shall also be unlawful for any person to offer for sale any Fireworks, as defined in Section 5, in the unincorporated areas of Douglas County including public, private, state and federal lands; provided however, that it shall not be a violation of this Section 6, if the person offering Fireworks for sale prominently displays a public notice sign at each point of sale location which is clearly visible to purchasers. Each such public notice sign shall measure not less than two (2) feet by three (3) feet and shall consist of a white background with black lettering. Letter size shall be a minimum of 3 inches high. The public notice sign shall read:

**PUBLIC NOTICE**

When Douglas County Fire and Burning Restrictions are in effect, the use of all Fireworks is strictly prohibited. Information on current restrictions can be found at the Sheriff's Office website at [www.DCSheriff.net](http://www.DCSheriff.net).

**Section 7. Stage 1 - Exceptions.** Except where the Sheriff has elevated Fire and Burning restrictions to Stage 2 (enacted in cases of most extreme fire danger), the following shall be excepted from Section 6 of this ordinance during Stage 1 restrictions:

- a. Permitted Fires. Fires for which a permit has been obtained from a local fire protection district during Stage I restrictions only.
- b. Gas and liquid fuel powered appliances. Fires contained within liquid-fueled or gas-fueled stoves, grills, fire pits or other gas or liquid fueled appliances.
- c. Fireplaces, wood burning stoves. Fires contained within fireplaces and wood burning stoves within buildings only.
- d. Explosive Waste. Burning of explosive wastes by the manufacturer of explosives in areas zoned for industrial use, when the burning is supervised by a fire protection district.
- e. Suppression Fires. Open fires or open burning by any federal, state or local officer, or member of an organized fire protection district or department in the performance of an official duty.

- f. Professional Fireworks Displays. If permitted according to section 12-28-103 C.R.S.
- g. Small Recreational Fires. At developed picnic or campground sites contained in a fixed permanent metal/steel fire pit (rock fire rings are considered temporary, and not permanent) with flame lengths not in excess of four feet, or the residential use of charcoal grills, tiki torches, fires in chimineas or other portable fireplaces or patio fire pits, so long as said fires are supervised by a responsible party at least 18 years of age. These "Recreational Fires" shall burn materials other than rubbish and shall have a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height, for pleasure, religious, ceremonial, cooking, warmth or similar purposes, and shall in no event be construed to include Fireworks as defined in Section 5.

**Section 8. Stage 2 - Exceptions.** The Sheriff may impose Stage 2 Fire and Burning restrictions in cases of the most extreme fire danger. When Stage 2 restrictions are imposed, the only exceptions to Section 6 of this ordinance are:

- a. Gas and liquid fuel powered appliances. Fires contained within liquid-fueled or gas-fueled stoves, grills, fire pits or other gas or liquid fueled appliances.
- b. Fireplaces, wood burning stoves. Fires contained within fireplaces and wood burning stoves within buildings only.
- c. Explosive Waste. Burning of explosive wastes by the manufacturer of explosives in areas zoned for industrial use, when the burning is supervised by a fire protection district.
- d. Suppression Fires. Open fires or open burning by any federal, state or local officer, or member of an organized fire protection district or department in the performance of an official duty.
- e. Charcoal Grills. Residential use of charcoal grills when such use is supervised by a responsible party at least 18 years of age. Extreme care and caution should be used to ensure that charcoal coals are extinguished completely after use.

**Section 9. Administration and Enforcement.** The Douglas County Sheriff shall be responsible for the administration and enforcement of this ordinance. All inquiries regarding the current status of fire restrictions in Douglas County should be directed to the Sheriff's Office. Most information about current fire ban restrictions can be obtained at the Sheriff's Office website at [www.dcsheriff.net](http://www.dcsheriff.net).

**Section 10. Penalty for Violations.** Any person who violates this ordinance from its effective date commits a class 2 petty offense under section 30-15-402(1), C.R.S. and, upon conviction thereof, shall be punished by a fine of not more than \$1000.00 for each separate violation, plus a surcharge of \$10 under section 30-15-402(2), C.R.S.



**Section 11. Penalty Assessment Procedure.** The penalty assessment procedure provided in section 16-2-201, C.R.S., may be followed by the arresting officer for any such violation of this ordinance:

- Pursuant to the penalty assessment procedure, the violator may pay a fine in the amount of one hundred dollars (\$100.00), plus a ten dollar (\$10) surcharge for a first time violation of any of the provisions of this Ordinance.
- Subsequent offenses shall be subject to a fine of two hundred dollars (\$200.00) for a second offense, five hundred dollars (\$500.00) for a third offense and one thousand dollars (\$1000.00) for each additional offense, plus applicable surcharges.
- If the penalty assessment procedure is not utilized by a person cited for violating this Ordinance, and the alleged offender is ultimately found guilty by the Douglas County Courts, court costs and any additional financial requirements deemed necessary or appropriate to the Court may be assessed in addition to the fine.

**Section 12. Disposition of Fines and Forfeitures.** All fines and forfeitures for the violation of this ordinance shall be paid to the Treasurer of Douglas County.

**Section 13. Additional Remedies.** The remedies provided in this ordinance shall be cumulative and in addition to any other federal, state or local remedy, criminal or civil, which may be available. Nothing contained herein shall be construed to preclude prosecution under any other applicable statute, including, but not limited to, prosecution under section 18-13-109, C.R.S., or any other applicable statute, ordinance, rule, order or regulation.

**Section 14. Severability.** If any section, subsection, clause, sentence or phrase of this ordinance is adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, impair or invalidate any other provisions of this ordinance which can be given effect without such invalid provision.

**Section 15. Emergency.** The Board hereby finds, determines and declares that this ordinance is necessary for the immediate preservation and protection of the health, safety and welfare of the citizens of Douglas County, Colorado. This ordinance shall take effect immediately upon adoption on second and final reading.

**Section 16. Effective Date.** This ordinance shall be effective immediately and shall remain in effect until such time as this ordinance is amended, temporarily suspended or repealed. The Sheriff, by Executive Order, may temporarily suspend this ordinance from time to time should the fire danger in Douglas County decrease. Likewise, the Sheriff may reinstate this ordinance by Executive Order after it has been temporarily suspended.

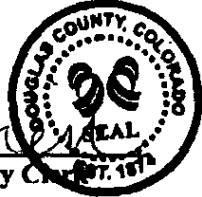
**Section 17. Repeal.** Ordinance No. 0-996-001, Ordinance No. 0-997-003, Ordinance No. O-011-002, and Ordinance No. O-003-001 are hereby repealed.

INTRODUCED, READ AND ADOPTED ON FIRST READING, on the 20 day of Nov, 2012, and ordered published in full in the Douglas County News-Press in Castle Rock, Douglas County, Colorado.

THE BOARD OF COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO

BY: [Signature]  
Jack Hilbert, Chair

ATTEST: [Signature]  
Melissa Pelletier, Deputy Clerk



ADOPTED ON SECOND AND FINAL READING, ~~AS AMENDED~~, on the 18 day of Dec, and ordered published in its entirety in the Douglas County News-Press.

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS, COLORADO

BY: [Signature]  
Jack Hilbert, Chair

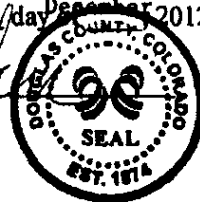
ATTEST: [Signature]  
Melissa Pelletier, Deputy Clerk



CERTIFICATE

I hereby certify that the foregoing Ordinance No. O12-004 was introduced, read and adopted on first reading as an ordinance necessary for the immediate preservation of the public health, safety and welfare at the regular meeting of the Board of County Commissioners of the County of Douglas on November 20, 2012, and the same was published in full in the Douglas County News-Press, a newspaper of general circulation published in Douglas County, on the 29 day of November, 2012, and thereafter was adopted on second and final reading, ~~as amended~~, at a public hearing of the Board of County Commissioners of the County of Douglas on December 18, 2012. Said ordinance was published in its entirety in the Douglas County News-Press on the 27 day of December 2012.

*M. Pelletier*  
Deputy Clerk



State of Colorado         )  
  ) ss.  
County of Douglas        )

Subscribed and sworn to before me this 18<sup>th</sup> day of DEC., 2012 by Melissa Pelletier as Deputy Clerk of the County of Douglas.

**PATRICK D. FIEDLER**  
**NOTARY PUBLIC**  
**STATE OF COLORADO**  
**NOTARY ID 19944005443**  
My Commission Expires: April 27, 2014

*Patrick D. Fiedler*  
Notary Public

My Commission Expires: \_\_\_\_\_

CERTIFICATION

I, Melissa Pelletier, Douglas County Deputy Clerk, do hereby certify that the foregoing Ordinance No. O-012-004, entitled **AN ORDINANCE RESTRICTING OPEN FIRES AND OPEN BURNING IN THE UNINCORPORATED AREAS OF DOUGLAS COUNTY** is a true, correct and complete copy from the records of my office, that said ordinance was duly adopted by the Board of County Commissioners of Douglas County, and is in full force and effect.

*M. Pelletier*  
Deputy Clerk

