



**SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS
1st AMENDED REGULAR MEETING AGENDA
Tuesday, February 25, 2020, 1:30 p.m.
Buffalo Mountain Room; County Commons
0037 Peak One Drive, Frisco, Colorado
Please note change in location**

For assistance or questions regarding special accommodations, accessibility, or available audio/visual equipment, please contact 970-453-3403 as soon as possible.

I. CALL TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. CITIZEN COMMENT

V. CONSENT AGENDA

A. Approval Of 2-11-20 Regular Meeting Minutes

Documents:

[CONSENT A - 021120 REG MIN.PDF](#)

B. Liquor License Renewal For Wilderdest Liquors LLC DbA WILDERNEST LIQUORS;
Liquor Store; Jakub Fiala; Located At 11 Fawn Court, Silverthorne, CO (Clerk)

Documents:

[CONSENT C - WILDERNEST LIQUORS RENEWAL
MATERIALS_REDACTED.PDF](#)

C. Approval To Exercise Option Agreement To Acquire The Eclipse Lode (Open Space &
Trails) Snake River

Documents:

[CONSENT D1 - STAFF REPORT ECLIPSE LODGE.PDF
CONSENT D2 - ECLIPSE LODGE.PDF](#)

D. Approval Of The Emergency Fire Fund Memorandum Of Understanding (Sheriff)

Documents:

CONSENT E1 - MEMO TO BOCC EMERGENCY FIRE FUND AND AOP.PDF
CONSENT E2 - 2020 EFF AGREEMENT - FINAL.PDF

E. Approval Of Summit County Annual Operation Plan 2020 (Sheriff)

Documents:

CONSENT F1 - MEMO TO BOCC EMERGENCY FIRE FUND AND AOP.PDF
CONSENT F2 - 2020 SUMMIT COUNTY AOP.PDF
CONSENT F3 - ATTACHMENT A - GJC_CRC FREQUENCIES.PDF
CONSENT F4 - ATTACHMENT B - MAPS.PDF
CONSENT F5 - ATTACHMENT C - WFRF GUIDLINES 2020.PDF
CONSENT F6 - ATTACHMENT D - EFF.PDF
CONSENT F7 - ATTACHMENT E - FIRE RESTRICTIONS PROCESS.PDF
CONSENT F8 - ATTACHMENT F - SAMPLE COST SHARE.PDF
CONSENT F9 - ATTACHMENT G - AVIATION REQUEST FORMS.PDF
CONSENT F10 ATTACHMENT H - INCIDENT ORGANIZER 2019.PDF
CONSENT F11 ATTACHMENT I - FIRE OPERATIONS GUIDANCE IN BARK BEETLE STANDS.PDF

F. Approval Of Appointment To Board Of Review (Building Inspections)

Documents:

CONSENT G - JAY NELSON LETTER OF INTEREST.PDF

VI. NEW BUSINESS

- A. Final Plat To Subdivide A 2.23-Acre Lot Zoned Single-Family Residential (R-1) To Accommodate Two Single-Family Lots; Lot 2, Blue Sky Estates; (PLN19-099/Chris Hawkins, Alpine Planning, LLC) Upper Blue Basin Applicant Has Requested A Continuance To The March 31, 2020 BOCC Special Meeting

Documents:

NB A1 - BSE_BOCC CONTINUANCE REQUEST FINAL.PDF
NB A2 - BLUE SKY ESTATES CONTINUANCE REQUEST LETTER.PDF

VII. PUBLIC HEARING

- A. 2019 Budget Amendment (Finance)

Documents:

PH A1 - BUDGET AMENDMENT WORKSHEET-2019 4Q PYE.PDF
PH A2 - Q4 2019 POST YEAR END RESOLUTION.PDF

- B. 2020 Budget Amendment (Finance)

Documents:

PH B1 - BUDGET AMENDMENT WORKSHEET-2020.PDF
PH B2 - 2020 BUDGET AMENDMENT RESO.PDF

- C. Preliminary Rezoning Of A 2.23-Acre Lot Zoned Rural Estates (RE) To Single-Family Residential (R-1) To Accommodate Two Single-Family Lots; Lot 2, Blue Sky Estates; (PLN19-096/Chris Hawkins, Alpine Planning, LLC) Upper Blue Basin Applicant Has Requested A Continuance To The March 31, 2020 BOCC Special Meeting

Documents:

PH C-E1 - BSE_BOCC CONTINUANCE REQUEST FINAL - COPY.PDF
PH C-E2 - BLUE SKY ESTATES CONTINUANCE REQUEST LETTER -
COPY.PDF

- D. Final Rezoning Of A 2.23-Acre Lot Zoned Rural Estates (RE) To Single-Family Residential (R-1) To Accommodate Two Single-Family Lots; Lot 2, Blue Sky Estates; (PLN19-097/Chris Hawkins, Alpine Planning, LLC) Upper Blue Basin Applicant Has Requested A Continuance To The March 31, 2020 BOCC Special Meeting

Documents:

PH C-E1 - BSE_BOCC CONTINUANCE REQUEST FINAL - COPY.PDF
PH C-E2 - BLUE SKY ESTATES CONTINUANCE REQUEST LETTER -
COPY.PDF

- E. Preliminary Plat To Subdivide A 2.23-Acre Lot Zoned Single-Family Residential (R-1) To Accommodate Two Single-Family Lots; Lot 2, Blue Sky Estates; (PLN19-098/Chris Hawkins, Alpine Planning, LLC) Upper Blue Basin Applicant Has Requested A Continuance To The March 31, 2020 BOCC Special Meeting

Documents:

PH C-E1 - BSE_BOCC CONTINUANCE REQUEST FINAL - COPY.PDF
PH C-E2 - BLUE SKY ESTATES CONTINUANCE REQUEST LETTER -
COPY.PDF

VIII. ADJOURNMENT

*This agenda is subject to change at any time. Please contact the Manager's Office or visit our website to obtain updates at: <http://www.summitcountyco.gov>



SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, February 11, 2020 at 1:30 p.m.
SUMMARY MINUTES

*For assistance or questions regarding special accommodations, accessibility,
or available audio/visual equipment, please contact 970-453-3403 as soon as possible.*

I. CALL TO ORDER

The Meeting of the Board of County Commissioners on Tuesday, February 11, 2020 was called to order by Chair, Karn Stiegelmeier, at 1:30 p.m. in the County Commissioners' Meeting Room, Summit County Courthouse, 208 Lincoln Avenue, Breckenridge, Colorado.

II. ROLL CALL

Board Members present and answered to the roll call were:

Karn Stiegelmeier, Chair
Thomas C. Davidson, Commissioner
Elisabeth Lawrence, Commissioner

Staff Present were as follows: Scott Vargo, County Manager; Jeff Huntley, County Attorney; Keely Ambrose, Assistant County Attorney; Sarah Vaine, Assistant County Manager; Julie Sutor, Director of Communications; Sid Rivers, Planner II; Dan Osborn, Senior Planner; Stacey Nell, Chief Deputy Clerk; Stephanie Thompson, Deputy Clerk; Brandi Timm, Planning Technician; Eva Henson, Administrative Manager and Lori Dwyer, Deputy Clerk.

Additional Attendees: Deepan Dutta, David Firmin, Tom Braum, Suzy Bauer, David Phifer.

III. APPROVAL OF AGENDA

The agenda was approved, as presented. Jeff Huntley suggested that the Commissioners open New Business item B and Public Hearing item A together, as they are related items.

IV. CITIZEN COMMENT

V. CONSENT AGENDA

- A.** Approval of 1-28-20 Regular Meeting Minutes. **Approved as presented; and**
- B.** Warrant Lists of 1-16-20 to 1-31-20 (Finance). **Approved as presented; and**
- C.** Liquor License Modification for The Whiskey Bar at Copper Mountain LLC dba HIGH ROCKIES WHISKEY AND WINE BAR; Hotel & Restaurant; Lindsay Atkins; located at 260 Ten Mile Circle, Copper Mountain, CO (Clerk). **The Sheriff's report indicated no record of negative information on the establishment and stated no reason to disapprove the issuance of the license at this time; and**

- D. Liquor License Retail Store Tastings Application for Happy Hour Liquors LLC dba THE BOTTLE SHOP; Liquor Store; Ryan Landis; located at 40 Cove Boulevard Unit #C1, Dillon, CO (Clerk). **The Sheriff's report indicated no record of negative information on the establishment and stated no reason to disapprove the issuance of the license at this time; and**
- E. Liquor License Renewal for S P S Liquors Inc. dba SUMMIT LIQUORS; Liquor Store; Charlene Dunlap; located at 21801 U.S. Highway 6, Keystone, CO (Clerk). **The Sheriff's report indicated no record of negative information on the establishment and stated no reason to disapprove the issuance of the license at this time; and**
- F. Liquor License Renewal for The Goat Inc. dba THE GOAT; Tavern; Derek Jackson; located at 22954 U.S. Highway 6, Keystone, CO (Clerk). **The Sheriff's report indicated no record of negative information on the establishment and stated no reason to disapprove the issuance of the license at this time; and**

MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve the Consent Agenda, items A-F as referenced above.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

VI. NEW BUSINESS

- A. A Class 6 Right-of-way Dedication Plat to transfer land to the Colorado Department of Transportation for future improvements on State Highway 9 known as the Gap Project (PLN19-136/Summit County Government).

Sid Rivers gave a background on the application including location and timeline. She noted that staff recommends approval.

MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to approve Resolution 2020-11, A Class 6 Right-of-way Dedication Plat to transfer land to the Colorado Department of Transportation for future improvements on State Highway 9 known as the Gap Project (PLN19-136/Summit County Government), with 5 findings as listed in the staff report.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

New Business B and Public Hearing A were opened together as they are related items.

NEW BUSINESS

- B. Lot Line Vacation Tiger Run RV Resort (PLN18-035/Maris Davies) (Upper Blue Basin). **Continued from the January 28, 2020 BOCC Regular Meeting.**

PUBLIC HEARING

- A. A Major PUD Amendment to clarify and update the Tiger Run RV Resort PUD (PLN18-037/Maris Davies) Upper Blue Basin. **Continued from the January 28, 2020 BOCC Regular Meeting.**

Dan Osborn gave a background and noted that the purpose of the application is to clarify the requirements of the PUD and incorporate the lawsuit settlement agreements that the County was a party to. He noted that staff recommends approval.

David Firmin, attorney for the applicant, noted that this is the first step of their work on the PUD in the coming months.

Commissioner Stiegelmeier opened & closed the hearing with no public comment.

Keely Ambrose noted that a motion for Public Hearing item A should be made prior to the motion for New Business item B.

MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve Resolution 2020-12, A Major PUD Amendment to clarify and update the Tiger Run RV Resort PUD (PLN18-037/Maris Davies) Upper Blue Basin, with 10 findings and 1 condition as listed in the staff report.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to approve Resolution 2020-13, Lot Line Vacation Tiger Run RV Resort (PLN18-035/Maris Davies) (Upper Blue Basin) with 7 findings as listed in the staff report.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

NEW BUSINESS

C. Introduction and first reading of proposed resolution regarding a local Minimum Wage increase (Manager).

Commissioner Stiegelmeier noted that staff has requested that this item be continued.

MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to continue the hearing for Introduction and first reading of proposed resolution regarding a local Minimum Wage increase (Manager) at the BOCC Regular Meeting on March 10, 2020.

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

VII. PUBLIC HEARING

B. Update to the Short Term Rental Fee Schedule to include a fee for responsible agent change request, eliminate the discount for bulk permit submittals, and other amendments to accomplish the foregoing. (Planning)(PLN20-006/Summit County Government).

Brandi Timm gave a summary of the proposed update, which was brought about due to the staff time required for the Short Term Rental permitting process. Staff recommends adoption of the new fee schedule.

Commissioner Stiegelmeier opened & closed the hearing with no public comment.

MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to approve Resolution 2020-14, an Update to the Short Term Rental Fee Schedule to include a fee for responsible agent change request, eliminate the discount for bulk permit submittals, and other amendments to accomplish the foregoing.

(Planning)(PLN20-006/Summit County Government).

MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT

C. ADJOURNMENT

The meeting was adjourned at 1:49 p.m.

Respectfully submitted,

Approved by:

Lori Dwyer, Deputy Clerk

Karn Stiegelmeier, Chair

NOTE: These minutes are a summary of the proceedings and motions of the February 11, 2020 Board of County Commissioners' Regular Meeting. The complete digital recording is available in the Office of the Clerk & Recorder, Summit County Courthouse, 2nd Floor, 208 Lincoln Avenue, Breckenridge, Colorado 80424.



KATHLEEN NEEL, CLERK & RECORDER

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

LIQUOR LICENSE REVIEW - RENEWAL

Licensee Organization: Wilderness Liquors LLC
Establishment Name (DBA): Wilderness Liquors
Physical Address: 11 Fawn Court Silverthorne, CO 80498
Mailing Address: P.O. Box 1675 Silverthorne, CO 80498
Licensee Name/Representative/Agent: Jakub Fiala
Date of Application: February 3, 2020
Type of License: Liquor Store

STAFF COMMENTS:

SHERIFF'S OFFICE COMMENTS:

See attached approval letter.

CLERK & RECORDER COMMENTS:

Complete application and proper fees submitted.

BOCC INFORMATION:

LOCAL LICENSING AUTHORITY:

Summit County Board of Commissioners

MEETING AGENDA DATE:

Tuesday, February 25, 2020

Fees Due		
Renewal Fee	312.50	
Storage Permit	\$100 X	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

Submit to Local Licensing Authority

**WILDERNEST LIQUORS
 PO BOX 1675
 Silverthorne CO 80498**

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name WILDERNEST LIQUORS LLC		Doing Business As Name (DBA) WILDERNEST LIQUORS		
Liquor License # 03-00737	License Type Liquor Store (county)	Sales Tax License # 27364886	Expiration Date 04/02/2020	Due Date 02/17/2020
Business Address 11 FAWN COURT Silverthorne CO 80498				Phone Number 9703894254
Mailing Address PO BOX 1675 Silverthorne CO 80498				
Operating Manager JANE FLAIA				
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Affirmation & Consent I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.				
Type or Print Name of Applicant/Authorized Agent of Business JANE FLAIA				Title owner
Signature <i>Jane Flia</i>				Date 12.24.19
Report & Approval of City or County Licensing Authority The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.				
Local Licensing Authority For				Date
Signature		Title		Attest



OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF

Jaime FitzSimons

UNDERSHERIFF

Joel Cochran

DIVISION COMMANDERS

Commander Peter Haynes –
Operations
Commander David Bertling –
Detentions
Director Lesley Hall-
Animal Control & Shelter

ADMINISTRATION

Cristina Cevallos
Teri Furl
Erin Opsahl

CIVIL**RECORDS**

Mary White
Cassie Klausner
Carol Rafferty

PATROL SUPERVISORS

Lieutenant Tom Whelan
Sr. Sgt. Dave Martinez
Sgt. Mark Gafari
Sgt. Jake Straw

JAIL SUPERVISORS

Lieutenant Cynthia Gilbert
Lieutenant Sylvia Simms
Sr. Sgt. Ron Hochmuth
Sgt. John Velasquez
Sgt. Dustin Roth
Sgt. Robin Kintz

INVESTIGATIONS

Sgt. Robert Pearce

SPECIAL OPERATIONS

Sgt. Mark Watson

**ANIMAL CONTROL and
SHELTER**

Meg Leroux
Jesslyn Swirka

*'Professionally
Serving Our
Community Since
1861''*

DATE: January 24, 2020

TO: Office of the Clerk & Recorder

RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: Wildernest Liquors LLC

DBA: Wildernest Liquors

License Type: Liquor Store

11 Fawn Court

(Unincorporated) Silverthorne, CO 80498

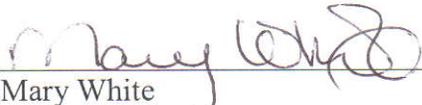
We have no record of negative information on the above establishment.

The Summit County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern


Mary White
Records Supervisor


Joel Cochran
Undersheriff



OPEN SPACE & TRAILS DEPARTMENT

970.668.4060 ph | 970.668.4225 f
www.SummitCountyCO.gov

0037 Peak One Dr. | PO Box 5660
Frisco, CO 80443

STAFF REPORT

TO: Board of County Commissioners
FROM: Katherine King, Senior Resource Specialist
DATE: February 17, 2020
FOR: February 25, 2020 Consent Agenda
REQUEST: Approval to exercise option agreement to acquire the Eclipse Lode (Snake River)

The OSAC made a unanimous recommendation at their January meeting that the County pursue acquisition of the Eclipse Lode above Sts. John (see attached map).

Eclipse Lode MS# 132, Schedule No. 3009444, 1.83 acres. Owner: Amy Gray. Cost: \$20,000

The owners of the Eclipse Lode reached out to Open Space staff to gauge the County's interest in acquiring the claim. They initially purchased it intending to build a backcountry cabin on it; however, after looking into the process and considering the difficult access to this location, they abandoned the idea. They paid \$26,000 for the property and were hoping to break even selling it.

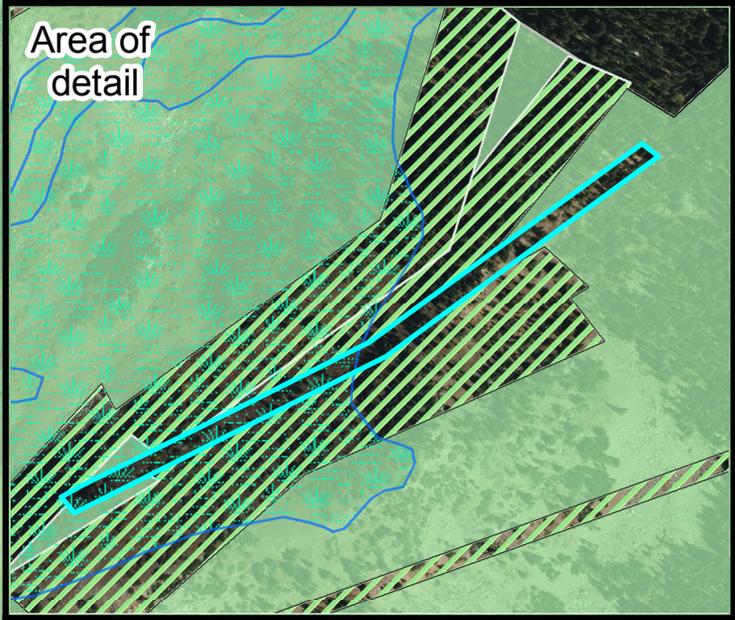
At their January meeting, OSAC discussed the contiguity with other open space lands the protection of this parcel would provide, and its merit in protecting the backcountry character of the Snake. They thought the owners were likely looking for a similar price per acre as the Zulu King claim the County acquired in September, 2019. OSAC recommended the County acquire the claim at a similar price, or \$20,000 total. Staff does not believe there are any environmental concerns on the property.

Open Space Values: On the east flank of Glacier Mountain near and above treeline, this backcountry mining claim contains high alpine habitat and is surrounded by other public lands. Open space values include:

- Extensions: The property is surrounded by existing County Open Space and USFS lands.
- Access/Recreational: The property currently does not have road access. Development of the claim could result in a significant change in character to the area.
- View corridors: Development above treeline in this location would be visible throughout the Deer Creek basin.
- Unique lands: the Eclipse Lode contains mostly high alpine tundra and wetlands.

STAFF RECOMMENDATION/REQUEST: Staff concurs with OSAC's recommendation to pursue acquisition of the Eclipse Lode at a cost of \$20,000 to the Open Space fund. Staff requests BOCC approval to exercise the option agreement and move forward with closing.

Cc: Scott Vargo, Bentley Henderson, Jeff Huntley, Jim Curnutte



Sts. John Rd

Montezuma Rd



Zulu King - 5.16 ac
\$46,440 - 9/2019

Eclipse Lode
1.83 ac

0 0.1 0.2 0.4 Miles



OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF

Jaime FitzSimons

UNDERSHERIFF

Joel Cochran

DIVISION COMMANDERS

Commander Peter Haynes –

Operations

Commander David Bertling –

Detentions

Director Lesley Hall-

Animal Control & Shelter

ADMINISTRATION

Cristina Cevallos

Teri Furl

Erin Opsahl

CIVIL

Kenneth Wu

RECORDS

Cassie Klausner

Carol Rafferty

Mary White

PATROL SUPERVISORS

Lieutenant Tom Whelan

Sr. Sgt. Dave Martinez

Sgt. Mark Gafari

Sgt. Jake Straw

Sgt. Taylor Piper

JAIL SUPERVISORS

Lieutenant Cynthia Gilbert

Lieutenant Sylvia Simms

Sr. Sgt. Ron Hochmuth

Sgt. John Velasquez

Sgt. Dustin Roth

Sgt. Robin Kintz

INVESTIGATIONS

Sgt. Robert Pearce

SPECIAL OPERATIONS

Sgt. Mark Watson

ANIMAL CONTROL and SHELTER

Meg Leroux

Jesslyn Swirka

*“Professionally Serving
Our Community Since
1861”*

To: Board of County Commissioners

From: Joel Cochran, Undersheriff

Joel Cochran 2-19-2020

Date: February 19, 2020

Re: Agreements: Emergency Fire Fund Memorandum of Understanding; and
Summit County Annual Operation Plan

Request:

We are requesting the BOCC enter into a Memorandum of Understanding with the Sheriff and the State of Colorado for the purpose of participation in the Emergency Fire Fund and the Summit County Annual Operation Plan for 2020.

Background:

Emergency Fire Fund Memorandum of Understanding

- DFPC staff reviewed the previous version of the EFF agreement, and developed recommended changes based on prior year's EFF incidents and last summer's Stakeholder meetings for the "State-County Agreement."
- A draft of the proposed agreement was sent to the EFF Advisory Committee on October 17, 2019 for review prior to the Committee's fall meeting.
- The proposed changes were discussed at the November 6, 2019 fall EFF meeting, with a few minor changes and additions identified. An updated draft was sent to the EFF Advisory Committee on November 19, 2019 for additional review, and was approved with no additional comments or changes.

Summit County Annual Operation Plan 2020

- Summit County Sheriff, Fire Districts, Federal Agencies and DFPC met on January 15, 2020 and reviewed the proposed Annual Operation Plan for 2020.
- The group agreed to changes reflecting date updates, mutual aid resources, resource status, and clarified use of unified command and agency administrator throughout the document.

Discussion:

The Sheriff and Attorney's Office have reviewed these documents and support the recommendation they be signed by the BOCC. The BOCC recently signed the companion document titled the State and County Cooperative Wildfire Protection Agreement. The three documents comprise the necessary portfolio of agreements for our wildfire preparedness with the DFPC and the State of Colorado.

MEMORANDUM OF UNDERSTANDING
For Participation in the Colorado Emergency Fire Fund

THIS Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is entered into by and between the Board of County Commissioners for the County of _____ (hereinafter the “County”), the _____ County Sheriff (hereinafter “Sheriff”), and the the State of Colorado acting by and through the Department of Public Safety, for the benefit of the Division of Fire Prevention and Control (hereinafter the “State” or “CDPS” or “DFPC”).

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

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

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

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

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

A. AUTHORITIES

C.R.S. § 24-4-106,	Judicial Review
C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709.	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund

- C.R.S. § 24-33.5-1228. Colorado Firefighting Air Corps
- C.R.S. § 29-1-101, *et seq.* Local Government Budget Law
- C.R.S. § 29-22.5-101, *et seq.* Wildland Fire Planning
- C.R.S. § 30-10-512. Sheriff to Act as Fire Warden
- C.R.S. § 30-10-513. Duties of Sheriff – Coordination of Fire Suppression Efforts
- C.R.S. § 30-10-513.5. Authority of sheriff relating to fires within unincorporated areas of county - liability for expenses
- C.R.S. § 30-11-107(1)(o). Powers of the Board of County Commissioners

B. PURPOSE

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

C. REPEAL OF PRIOR AGREEMENT

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

D. SUMMARY OF KEY DATES ESTABLISHED HEREIN:

Initial Term	Effective Date through 1/31/2021
Assessment for Renewal Term 1	Effective Date or shortly thereafter
Renewal Term 1	2/1/2021 – 1/31/2022
Annual Contribution for Renewal Term 1	2/1/2021 or before
AOP Executed	4/1/2021 or before
Assessment for Renewal Term 2	7/1/2021
Renewal Term 2	2/1/2022 – 1/31/2023
Annual Contribution for Renewal Term 2	2/1/2022 or before
AOP Executed	4/1/2022 or before
Assessment for Renewal Term 3	7/1/2022
Renewal Term 3	2/1/2023 – 1/31/2024
Annual Contribution for Renewal Term 3	2/1/2023 or before
AOP Executed	4/1/2023 or before
Assessment for Renewal Term 4	7/1/2023
Renewal Term 4	2/1/2024 – 1/31/2025
Annual Contribution for Renewal Term 4	2/1/2024 or before
AOP Executed	4/1/2024 or before
Contract Expiration	1/31/2025

E. TERM

1. **Initial Term.** This Agreement shall be effective as of the date that it has been fully executed by all parties and the State Controller, and continue in effect for an initial term that ends on January 31, 2021 (the “Initial Term”).

2. Renewal Terms. This Agreement shall continue in effect for up to four (4) additional terms of one 12-month-period each, beginning on February 1 of each year and ending on January 31 of the following calendar year (each being a “Renewal Term”), so long as (1) the County has paid the Annual Contribution for the Renewal Term by the later of February 1 of that calendar year or on the 75th day after the County received the Assessment invoice for that Renewal Term, and (2) no party is in default of any terms of this Agreement.

F. RELATED DOCUMENTS CONCERNING WILDLAND FIRE PROTECTION

1. Cooperative Agreement. The parties agree they will at all times during the term of this Agreement be party to the Agreement for Cooperative Wildfire Protection.

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

G. EMERGENCY FIRE FUND CONTRIBUTIONS, MANAGEMENT, AND DISBURSEMENTS

1. Emergency Fire Fund. The EFF is created in accordance with statute and exists through the payments made by participating Colorado counties and other entities that enter into EFF agreements with the DFPC. The DFPC maintains the EFF as an account under the fiscal management of the Division Director. Payments from the EFF shall be made in compliance with the provisions herein and all applicable laws, rules and regulations pertaining to DFPC funds, including but not limited to the State Fiscal Rules, §24-33.5-1202(3.8), C.R.S., and §24-33.5-1221(2)(b), C.R.S. There is no upper limit on the amount of funds that can accumulate in the EFF, and funds may accumulate from year to year.

2. Assessments and County Contributions to the Fund. Each Term, the County shall make its annual contribution to the EFF in the amount assessed by DFPC for the County for such Term in accordance with this section. To the extent not already paid, the County shall pay the assessment for the Initial Term simultaneously with the execution of this Agreement in the amount invoiced for 2020 by the Division. Subject to annual appropriation by the County, assessments and payments for Renewal Terms shall be as follows:

i. The DFPC shall calculate assessments in accordance with the following formula:

Annual EFF Assessment= Acreage Cost + Valuation Cost.

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

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

- ii. On or before August 1 of the Initial Term and each subsequent Renewal Term, the DFPC shall send a letter advising the counties of their actual assessment for the Renewal Term. This notice shall match the invoice reference in item iii below.
 - iii. On or before October 1 of the Initial Term and each subsequent Renewal Term, the DFPC shall send an invoice to the County for the actual assessment for the next Renewal Term.
 - iv. The County shall pay the invoiced amount no later than February 1 of each Renewal Term, except that under no circumstances shall the County have less than 75 days from its receipt of the invoice from DFPC to pay such invoice. All payments to the EFF are final and non-refundable except as provided in section H(3)(iv) of this Agreement.
- 3. Reporting, Management, and EFF Advisory Committee.**
- i. The Division shall provide written financial reports (“EFF Financial Report”) to the EFF Committee and to all participants in the EFF Program prior to the Fall Committee meeting, identifying fund income, expenditures and encumbrances, and available balance. Pursuant to §24-33.5-1220(2)(a), C.R.S., the EFF may hold funds received from sources outside the scope of this Agreement, therefore DFPC shall account for such contributions separately from any other moneys in the EFF.
 - ii. The Division Director shall make the EFF Financial Report available for review to an advisory committee (the “EFF Advisory Committee”) composed of the Division Director; three county commissioners designated by Colorado Counties, Inc.; three county sheriffs designated by County Sheriffs of Colorado; and two fire chiefs designated by Colorado State Fire Chiefs, pursuant to §24-33.5-1202 (3.8), C.R.S., and shall receive from the EFF Advisory Committee recommendations on matters relating to the Fund, including, without limitation, whether or not the Fund should be increased. Final decision making authority over fiscal management matters shall reside with the Division Director on behalf of the participant Counties, and shall constitute final agency action subject to review in accordance with the provision of § 24-4-106, C.R.S.
 - iii. The DFPC shall at all times administer the EFF in accordance with all applicable laws, rules, and regulations, including but not limited to §24-33.5-1220(2)(b), C.R.S., which states:

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

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

“‘Emergency fire fund’ means the emergency fire fund created in section 24-33.5-1220 that was first established in 1967 with voluntary contributions from counties and the Denver water board; administered by a nine-person committee composed of county commissioners, sheriffs, fire chiefs, and the director; and used for the purpose of paying costs incurred as a result of controlling a wildfire by any of the parties contributing moneys to the fund, in accordance with the intergovernmental agreement for participation in the emergency fire fund.”

- 4. Disbursements from the Fund.** The provisions of this sub-section shall control the eligibility of costs for reimbursement or payment from the EFF. The DFPC shall make distribution from the EFF only upon direction of the Division Director or his/her designee, and is subject to the “Emergencies” provisions of the State Fiscal Rules (Rule 2). Disbursements shall be limited to reimburse or pay for Eligible Costs incurred in controlling a wildfire that is

determined to be eligible for EFF assistance pursuant to section G(6) below and are incurred during the designated EFF Period. The designated EFF Period is defined as the time after the State assumes financial responsibility for the fire from the County until the County reassumes financial responsibility for the fire. During each Term, the DFPC will use EFF moneys to reimburse the County and the Sheriff for Eligible Costs incurred in connection with the County's and the Sheriff's wildland fire suppression efforts on fires within their jurisdiction, which are EFF approved as set forth in this Agreement during such Term.

i. Costs eligible for reimbursement by the EFF unless contrary to local agreements ("Eligible Costs"):

- a. DFPC approved costs for fire suppression activities as outlined in the CDPS Cooperator Incident Reimbursement Guidelines.
- b. Host County permanent employees overtime pay including benefits.
- c. Host County temporary/seasonal employee regular and overtime pay including benefits.
- d. Host Fire Protection District permanent employees overtime pay including benefits.
- e. Host Fire Protection District temporary/seasonal employee regular and overtime pay including benefits.
- f. Host Volunteer Fire Department volunteer employees regular and overtime pay including benefits.
- g. State of Colorado employee project and overtime pay including benefits and travel expenses.
- h. State of Colorado temporary/seasonal employee regular and overtime pay including benefits and travel expenses.
- i. State of Colorado, Host County, and Host Fire Protection District equipment use.
- j. Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort.

ii. Costs NOT eligible for reimbursement under the EFF:

- a. Host County permanent employee regular/base salaries and benefits.
- b. Host County equipment repair due to normal wear and tear.
- c. Host County owned and managed aircraft use, normal wear and tear, and repair.
- d. Host Fire Protection District permanent employee regular/base salaries and benefits.
- e. Host Fire Protection District equipment repair due to normal wear and tear.
- f. State of Colorado permanent employee regular/base salaries and benefits.
- g. State of Colorado equipment repair due to normal wear and tear.
- h. Costs covered by insurance.
- i. County Sheriff's costs of performing the investigation of all human caused fires, except for overtime and benefits that occur during the designated EFF Period.

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

- a. Damages to fire equipment resulting from a declared fire;
- b. Other costs not outlined in this Agreement.

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

v. Host Fire Protection District is defined as the fire department(s), fire protection district(s), or volunteer fire department(s) in which the EFF incident is occurring within the organization's legal boundaries.

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

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

6. Benefits for Participants.

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

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

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

8. Escaped Prescribed Fire Reimbursement. In the event that EFF monies are used to pay expenses for a fire which was determined to be the result of an escaped prescribed fire, the County, or its delegated representative, shall seek compensation from the party determined to be responsible for the escape within 180 days from the cause and origin determination. Funds recovered, up to the same amount expended by the EFF for this incident, by shall be placed into the EFF.

H. DEFAULT AND TERMINATION

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

2. Remedies for Default. If a defaulting party fails to timely cure its default pursuant to the terms of the default notice as described above, or if the default is of a nature that cannot be cured, any other party may terminate this Agreement by sending written notice, pursuant to

section I(5), to the defaulting party advising that this Agreement is terminated and setting forth a date of termination, which date shall be no earlier than the date the termination notice is delivered to the defaulting party.

3. Termination. In addition to termination of this Agreement for an uncured default as set forth above, this Agreement may be terminated as follows:

- i. *In the Public Interest.*** The Division is entering into this Agreement for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Agreement ceases to further the public policy of the State of Colorado, the Division, in its sole discretion, may terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the Division's obligations hereunder. The State shall notify the County and Sheriff of such termination in writing, pursuant to section I(5), and specify the effective date of the termination.
- ii. *Dissolution of the EFF.*** If the EFF is dissolved, terminated, or cancelled for any reason, the Division shall terminate this Agreement by sending written notice to the County and Sheriff.
- iii. *Termination by County or Sheriff.*** The County or Sheriff may terminate this Agreement at will by providing written notice to the Division of its intent to terminate. The termination shall be effective as of the end of the then existing Term.
- iv. *Refund in the Event of Termination.***
 - a.** In the event of a default by the County or Sheriff, or both, for any reason OTHER than its or their failure to timely enter into an AOP, the County and Sheriff may not be eligible to receive any EFF funds for any Eligible Costs that are incurred after the date of termination set forth in the default notice. Furthermore, the County shall refund to the State any sums the State paid or is obligated to pay for Eligible Costs incurred by the County for that Term prior to the date of termination.
 - b.** In the event the Division terminates this Agreement for default due to the failure of the County or Sheriff to enter into an AOP for any reason by April 1 of each Renewal Term, the County and Sheriff shall not be eligible to receive any EFF funds for any Eligible Costs that are incurred for that Term after the date of termination set forth in the default notice. Furthermore, the Division shall repay to the County all sums the County paid for that Term, less (1) any sums the State paid or is obligated to pay to the County for Eligible Costs incurred by the County during that term prior to the date of termination; and (2) EFF funds committed during that Term prior to termination for any other fire in jurisdictions covered by the EFF in reliance on the Annual Contribution by the County and Sheriff for that Term.
 - c.** If the Division terminates this Agreement in the public interest, the State shall refund to the County all funds the County paid to the EFF for the Term in which the termination occurs, less any sums the State paid or is obligated to pay for Eligible Costs incurred by the County prior to the date of termination.
 - d.** Notwithstanding anything to the contrary in this Agreement, and unless otherwise required by future law, neither party shall be entitled to any refund of EFF contributions made in any prior Terms.

I. ADDITIONAL PROVISIONS AND COLORADO SPECIAL PROVISIONS

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

2. Assignment. No party shall assign or transfer any interest in this Agreement, nor delegate any of its obligations, nor assign any claims for money due or to become due to a third person not a party to this Agreement, without the prior written approval of the other parties.

3. Binding Nature; Entire Agreement; Waiver. Except as herein provided, this Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors. None of the terms or conditions in this Agreement shall give rise to any claim, benefit, or right of action by any third person not a party hereto. Any person or entity, other than the Division, County, or Sheriff receiving services or benefits under this Agreement shall be deemed only an incidental beneficiary. This Agreement is executed and delivered with the understanding that it constitutes the entire agreement between the parties with respect to the subject matter hereof. The failure of any party to insist upon performance of any covenant or condition hereof upon one or more occasions shall not constitute a waiver thereof.

4. Changes and Amendments. No modification or amendment to this Agreement, including all exhibits, shall be effective unless made in writing and signed by the authorized representatives of all parties hereto.

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

DFPC: Michael Morgan, Director, 690 Kipling Street, #2000, Lakewood, CO 80215

County: _____
Name, Title, Address

Sheriff: _____
Name, Title, Address

Copies of EFF Financial Reports shall also be sent to:

County: _____
Name, Title, Address

Sheriff: _____
Name, Title, Address

Copies of Annual Assessments shall also be sent to:

County: _____
Name, Title, Address

Sheriff: _____
Name, Title, Address

6. Captions, Construction, and Agreement Effect; Severability. The captions and headings used in the Agreement are for identification only, and will be disregarded in any construction of the Agreement provisions. To the extent that this Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision

hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

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

8. Order of Precedence. The provisions of State law, this Agreement, the Cooperative Agreement and the AOP shall govern the relationship of the parties. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, as now exist or may exist in the future, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Revised Statutes;
- ii. Special Provisions set forth in section I(11);
- iii. The provisions in the main body of this Agreement;
- iv. The exhibits attached to and incorporated into this Agreement

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

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

11. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

i. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

ii. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. 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, protections, or other provisions, contained in these statutes.

iv. INDEPENDENT CONTRACTOR.

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

vii. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

viii. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the

State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

x. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

xi. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, et seq., C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three

days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, et seq., C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

xii. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, et seq., C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, et seq., C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

_____ COUNTY,
COLORADO:

STATE OF COLORADO:
Jared Polis, GOVERNOR

Board of County Commissioners:

Department of Public Safety: Division of
Fire Prevention and Control

By: _____
Chair

By: _____
Michael Morgan
Director

Print Name & Title of
Authorized Officer

ATTEST:

(SEAL)

County Clerk

County Sheriff:

By: _____
Sheriff

ALL CONTRACTS MUST BE APPROVED

BY THE STATE CONTROLLER

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

STATE CONTROLLER:
ROBERT JAROS

By: _____

EFF ADVISORY COMMITTEE:

Printed Name: _____

Approved as to Form

Date: _____

By: _____
Chair



OFFICE OF THE SUMMIT COUNTY SHERIFF

SHERIFF

Jaime FitzSimons

UNDERSHERIFF

Joel Cochran

DIVISION COMMANDERS

Commander Peter Haynes –

Operations

Commander David Bertling –

Detentions

Director Lesley Hall-

Animal Control & Shelter

ADMINISTRATION

Cristina Cevallos

Teri Furl

Erin Opsahl

CIVIL

Kenneth Wu

RECORDS

Cassie Klausner

Carol Rafferty

Mary White

PATROL SUPERVISORS

Lieutenant Tom Whelan

Sr. Sgt. Dave Martinez

Sgt. Mark Gafari

Sgt. Jake Straw

Sgt. Taylor Piper

JAIL SUPERVISORS

Lieutenant Cynthia Gilbert

Lieutenant Sylvia Simms

Sr. Sgt. Ron Hochmuth

Sgt. John Velasquez

Sgt. Dustin Roth

Sgt. Robin Kintz

INVESTIGATIONS

Sgt. Robert Pearce

SPECIAL OPERATIONS

Sgt. Mark Watson

ANIMAL CONTROL and SHELTER

Meg Leroux

Jesslyn Swirka

*“Professionally Serving
Our Community Since
1861”*

To: Board of County Commissioners

From: Joel Cochran, Undersheriff

Date: February 19, 2020

Re: Agreements: Emergency Fire Fund Memorandum of Understanding; and
Summit County Annual Operation Plan

Joel Cochran 2-19-2020

Request:

We are requesting the BOCC enter into a Memorandum of Understanding with the Sheriff and the State of Colorado for the purpose of participation in the Emergency Fire Fund and the Summit County Annual Operation Plan for 2020.

Background:

Emergency Fire Fund Memorandum of Understanding

- DFPC staff reviewed the previous version of the EFF agreement, and developed recommended changes based on prior year's EFF incidents and last summer's Stakeholder meetings for the "State-County Agreement."
- A draft of the proposed agreement was sent to the EFF Advisory Committee on October 17, 2019 for review prior to the Committee's fall meeting.
- The proposed changes were discussed at the November 6, 2019 fall EFF meeting, with a few minor changes and additions identified. An updated draft was sent to the EFF Advisory Committee on November 19, 2019 for additional review, and was approved with no additional comments or changes.

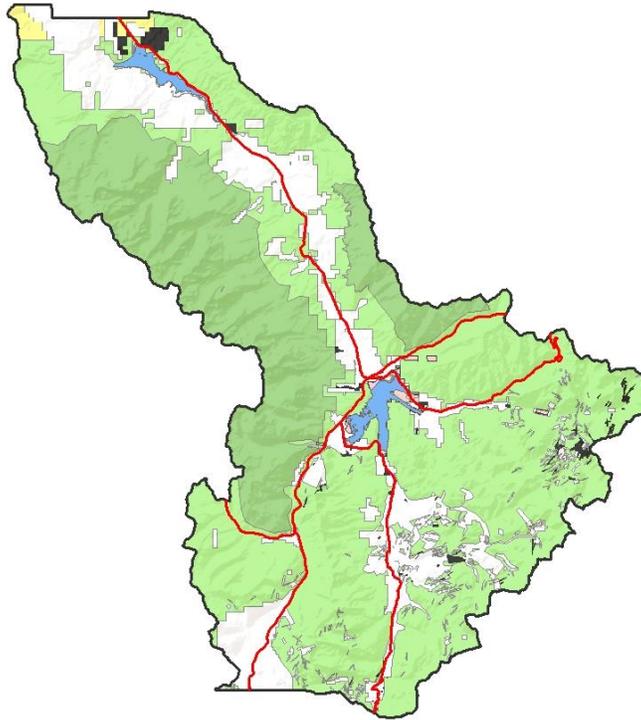
Summit County Annual Operation Plan 2020

- Summit County Sheriff, Fire Districts, Federal Agencies and DFPC met on January 15, 2020 and reviewed the proposed Annual Operation Plan for 2020.
- The group agreed to changes reflecting date updates, mutual aid resources, resource status, and clarified use of unified command and agency administrator throughout the document.

Discussion:

The Sheriff and Attorney's Office have reviewed these documents and support the recommendation they be signed by the BOCC. The BOCC recently signed the companion document titled the State and County Cooperative Wildfire Protection Agreement. The three documents comprise the necessary portfolio of agreements for our wildfire preparedness with the DFPC and the State of Colorado.

2020 SUMMIT COUNTY WILDFIRE ANNUAL OPERATING PLAN



Sources: Esri, USGS, NOAA

STX AOP Summary

STX AOP Summary		
Mutual Aid Zone	Countywide	Eligible Federal resources are mutual aid except Type 1 Helicopters, Air Tankers, Smoke Jumpers, and Inmate Crews
Mutual Aid Period	Until Midnight or not to exceed 24 hours	
EFF County?	Yes	
Minimum County Commitment for State Responsibility Fire.	1 SO Command Bus, 1 Road Grader, 3 Water Tenders (1 STX & 2 FPDs), 1 Transportation Bus, 3 Type 6 Engines (from FPDs), 1 ALS Ambulance	
Sheriff	Jaime FitzSimons	(970) 423-8934 (W)
Emergency Manager	Brian Bovaird	(970) 485-5339 (C)
County Dispatch	Summit 911 Center	(970) 668-8600
Grand Junction Dispatch	GJC	(970) 257-4800
Craig Dispatch	CRC	(970)826-5037

Contents

PREAMBLE	4
PURPOSE	4
AUTHORITIES.....	4
RECITALS	5
INTERAGENCY COOPERATION.....	5
Interagency Dispatch Center	5
Interagency Resources.....	6
Standards.....	6
PREPAREDNESS	7
Protection Planning	7
Protection Areas and Boundaries	8
Methods of Fire Protection and Suppression	8
Reciprocal (Mutual Aid) Fire Assistance.....	10
Joint Projects and Project Plans	11
Fire Prevention	11
Jurisdictional Fire Restrictions	11
Burning Permits.....	12
Prescribed Fire (Planned Ignitions) and Fuels Management.....	12
Smoke Management	12
OPERATIONS	13
Fire Notifications.....	13
Boundary Line Fires	13
Response to Wildland Fire.....	14
Special Management Considerations.....	15
Decision Process	16
Cooperation	16
Communication.....	16
Cost efficiency	17
Delegation of Authority	17

Preservation of Evidence.....17

STATE EMERGENCY FIRE FUND (EFF).....17

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES19

 Cost Share Agreement (Cost Share Methodologies)19

 Training20

 Communication Systems20

 Fire Weather Systems20

 Aviation Operations21

 Billing Procedures22

 Cost Recovery.....23

GENERAL PROVISIONS.....24

 Personnel Policy.....24

 Modification24

 Annual Review24

 Duration of Agreement24

 Previous Agreements Superseded24

SIGNATURES.....25

 SUMMIT COUNTY SIGNATURES25

 COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE26

 FEDERAL LAND MANAGEMENT AGENCY SIGNATURES26

 FIRE DISTRICT SIGNATURES.....27

Attachment A – GJC_CRC Radio Frequencies28

Attachment B – Maps.....29

Attachment C – Colorado Wildland Fire Funding Guidelines30

Attachment D - EFF31

Attachment E – Fire Restrictions Process32

Attachment F – Sample Cost Share33

Attachment G – Aviation Request Forms34

Attachment H – Incident Organizer35

Attachment I – Fire Operations Guidance in Bark Beetle Stands36

Attachment J - Contacts.....37

PREAMBLE

This Annual Operating Plan is prepared pursuant to the Colorado Statewide Wildland Fire Management Annual Operating Plan. The Colorado Statewide Wildland Fire Management Annual Operating Plan was prepared pursuant to the Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement (Statewide Agreement) for the State of Colorado.

PURPOSE

The primary purpose of this Summit County Wildland Fire Annual Operating Plan (AOP or Plan) is to ensure prompt response to wildland fires in Summit County, Colorado. The Plan is intended to set forth standard operating procedures, agreed upon procedures, and responsibilities to implement and pay for cooperative wildland fire management in wildland areas within Summit County. The AOP recognizes the statutory authority and emergency plans of the Summit County Board of Commissioners, Summit County Sheriff and Fire Protection Districts. It is understood by the signors to this agreement that any resources ordered for a purpose other than wildland area fire management through the AOP are the financial responsibility of the ordering agency.

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
- Summit County, Memorandum of Understanding for Participation in the Colorado Emergency Fire Fund
- Agreement for Cooperative Wildfire Protection in Summit County

RECITALS

Definitions

Agencies Having Jurisdiction (AHJ) - are those parties hereto having legal, response, and payment obligations for wildland fire occurring within their respective Jurisdictional Boundaries. The Jurisdictional Agencies who are parties hereto are:

- Colorado Division of Fire Prevention and Control (DFPC)
- Summit County Sheriff (Sheriff)
- Summit County Board of Commissioners (County or SCO)
- USFS White River National Forest (USFS) – White River National Forest
- USDI Bureau of Land Management (BLM) – Kremmling Field Office
- Upper Colorado River Interagency Fire Management Unit (UCR)
- Northwest Colorado Fire Management Unit (NWCFMU)
- Red, White, Blue, Fire Protection District
- Summit Fire and EMS
- Lower Blue Fire Protection District; response under IGA with Summit Fire and EMS

Local Response Agencies - Local Response Agencies are entities located within Summit County having wildland fire response and suppression capabilities. Local Response Agency rights and responsibilities defined herein are only applicable to those Local Response Agencies who are parties to the Plan.

Wildland Area: Means an area in which development is essentially nonexistent, except for roads, railroads, power lines, and similar infrastructure, and in which structures, if present, are widely scattered.

Wildland Fire: Means an unplanned or unwanted fire in a wildland area, including unauthorized human-caused fires, out-of-control prescribed fires, and all other fires in wildland areas where the objective is to extinguish the fire. 29-20-105.5 subsection 2c, d

INTERAGENCY COOPERATION

Interagency Dispatch Center

Grand Junction and Craig Interagency Dispatch Centers utilize the Resource Ordering and Status System (ROSS) to dispatch resources.

Reinforcements and Support

All requests for additional resources will be made by the Incident Commander in consultation with AHJ representative.

In the event that applicable ordering procedures are not substantially complied with the costs of

subject additionally ordered resources shall be the responsibility of the party that ordered such resources.

Interagency Procurement

Non-federal participants in this plan may purchase fire suppression supplies through Defense Logistics Agency (DLA). Any other loaning, sharing, exchanging or maintenance of facilities, equipment or support services will be considered on a case by case basis as mutually agreed to by the concerned parties.

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, firefighting capability will vary by time of year.

Resources available for wildland fire suppression and support are listed on Cooperative Resource Rate Forms.

Cooperator equipment availability status for out of county assignments is maintained in ROSS. Grand Junction Interagency Dispatch Center (GJC) will set the status of all cooperator resources to “unavailable” on the last Thursday of the month. Cooperators will “self-status” in ROSS. A password may be requested from Grand Junction Interagency Dispatch Center 970-257-4800.

Grand Junction Interagency Dispatch Center (GJC) will continue to dispatch wildland fire resources for out of county assignments utilizing ROSS. Cooperators are responsible to maintain and update the status of their resources in ROSS.

Standards

The National Incident Management System (NIMS), including the Incident Command System (ICS), will be utilized on all wildland fires. All extended attack multi-jurisdictional incidents will utilize **Unified Command**. Under **Unified Command** affected AHJ will provide on scene representation. These designated representatives will communicate direction and objectives to **ONE Incident Commander** who is best suited to serve in this capacity and has no collateral duties.

Unified Command should be used, as appropriate whenever multiple jurisdictions are involved. If there is a question about jurisdiction fire managers should mutually decide and agree on the command structure as soon as they arrive on the fire; Agency Administrators should confirm this decision as soon as possible. Once this decision has been made, the incident organization in use should be relayed to all units on the incident as well as dispatch centers. In all cases, the identity of the IC must be made known to all fireline and support personnel.

The incident will have an operations section chief to implement strategy and tactics. Operations should be the person available on-scene with the most fireline operations experience. All requests for fire information will be approved by the incident commander utilizing a single fire information officer.

An Incident Management Team (IMT) is a pre-established team of incident managers from various agencies. The IMT may be used as a support group by the Jurisdictional Agency to assist with logistical, financial and planning functions of the incident and when properly qualified, operational and command functions. The IMT may assume responsibility for the fire upon the mutual written agreement between the Jurisdictional Agency and the IMT incident commander. The IMT may request a UCR/NWCFMU liaison with Type 3 incident commander qualifications for County jurisdiction fires. Likewise UCR/NWCFMU may request a command level liaison from the appropriate fire protection district for federal jurisdiction fires.

Traffic control will be coordinated by the appropriate law enforcement agency, upon request, to expedite the routing of vehicles to and from major fires and to exclude unauthorized personnel from the fire area.

Due to altered fuel conditions, personnel operating within the bark beetle environment should be aware of the imminent danger presented by dead and dying trees falling at an increasing rate across a broad forested landscape. The USFS-R2 Fire Operations Guidance in Bark Beetle Stands is in **Attachment I**.

An After-Action-Review (AAR) of events and actions taken by suppression forces during wildland fires will be conducted by the AHJ commensurate with the complexity of the incident.

Each party is responsible for inspecting its own equipment annually for use and road worthiness prior to listing it as available for interagency use with Grand Junction or Craig Interagency Dispatch Centers.

BLM

Local fire department personnel responding to incidents on BLM lands must:

- Be 18 years of age or older;
- Have and use the required personal protective equipment (PPE) found in Chapter 7; and
- Have a basic level of wildland fire training. The National Wildfire Coordinating Group (NWCG) course S-190 and S-130 are recommended, both courses can be modified to fit local needs (local fire department requirement).
- Pre-identified incident communication protocols will be established and followed (e.g., frequencies plans, points of contact, and inter-operable radio hardware).
- The Incident Command System (ICS) will be used to manage all incidents

PREPAREDNESS

Protection Planning

Summit County, in coordination with Fire Districts, other Jurisdictional Agencies, and Stakeholders, has developed the Summit County Community Wildfire Protection Plan to prioritize and guide wildland fire mitigation efforts, the terms and conditions of which are hereby incorporated by this reference.

Protection Areas and Boundaries

Jurisdictional Agency boundary lines between Summit County (private and state lands), USFS and BLM lands (Jurisdictional Boundaries) are defined on the White River National Forest map. Fire District boundaries (District Boundaries) are defined on the District Boundaries map, **Attachment B.**

Methods of Fire Protection and Suppression

Initial Incident Command Responsibility

The first fire response agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall act as incident commander and be responsible for the initial emergency action necessary to control the wildland fire or to protect life or property until the emergency response agency that has jurisdiction over the incident site arrives.

Chief of Fire District/Department Responsibility

The Chief of the Fire Department in each Fire Protection District in the state is responsible for the management of wildland fires that occur within the boundaries of his or her district and that are within the capability of the Fire District to control or extinguish 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 the Sheriff and 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 he/she may assume under this section to the County Sheriff with the concurrence of the Sheriff.

The Fire Chief shall not seek reimbursement from the County for expenses incurred by the District for their own apparatus, equipment, and personnel used in containing or suppressing a wildland fire occurring on private property within the boundaries of the District.

Summit Count Sheriff Responsibility

The Sheriff is the Fire Warden of the county and is responsible for the planning and coordination of efforts to suppress wildland fires occurring in the unincorporated area of the county outside the boundaries of a Fire Protection District, excluding federal lands, or that exceed the capabilities of the Fire Protection District to control or extinguish in accordance with the provisions of section 30-10-512, C.R.S.

In the case of a wildland fire that exceeds the capabilities of the Fire Protection District to control or extinguish and that requires mutual aid and outside resources, the Sheriff shall direct a unified command be established to provide the command and management required to manage the fire. Upon the transfer of fire management responsibility from the Fire District to the Sheriff,

the Sheriff shall upon said transfer assume financial responsibility for firefighting efforts on behalf of the county and the authority for the ordering and monitoring of resources.

In the case of a wildland fire that exceeds the capability of the county to control or extinguish, the Sheriff shall be responsible for requesting assistance from the DFPC. The Sheriff and the Director of DFPC shall enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities. For the duration of a state responsibility fire, the Sheriff, at the Sheriff's discretion, may serve, or appoint someone to serve as an agency administrator. During a state responsibility fire the agency administrators shall cooperatively appoint an incident commander.

Department of Public Safety:

Division of Fire prevention and Control (DFPC)

The DFPC shall be the lead state agency for wildland fire suppression as identified in the Colorado State Emergency Operations Plan and in accordance with the provisions of section 24-33.5-1201, C.R.S

In case of a wildland fire that exceeds the capability of the county to control or extinguish, the DFPC may assist the Sheriff in controlling or extinguishing such fires, and may assume responsibility of such incidents with the concurrence of the Sheriff, working as agency administrators to provide objectives and concerns to the incident command.

Colorado Division of Homeland Security and Emergency Management (DHSEM)

The Colorado Department of Homeland Security and Emergency Management (DHSEM) shall be the lead state agency for consequence management and for resource mobilization as identified in the Colorado Resource Mobilization Plan in accordance with the provisions of section 24-33.5-702 and 24-33.5-705.3. CRS.

Resource Mobilization will be coordinated between GJC/CRC, Incident Logistics, the Colorado Division of Emergency Management and the Summit County Office of Emergency Management (SC-OEM). The process for this is generally described on P.15 in the AOP.

Upper Colorado River and Northwest Colorado Interagency Fire Management Unit Responsibilities

The UCR and NWCFMU are responsible for managing fires occurring on National Forest lands and lands administered by the Bureau of Land Management. BLM lands in Summit County are administered by the BLM-Kremmling Field Office.

Repair of Wildland Fire Suppression.

Repair of wildland fire suppression damage is the responsibility of the jurisdictional agency/agencies or landowner unless otherwise agreed to by the Agency Administrators. Rehabilitation is not covered under state funds. It may be authorized by the DFPC Agency Administrator only when part of the Incident Action Plan during the State Responsibility period.

Repair of wildland fire suppression damage on Denver Water (DW) and Colorado Springs Utilities lands (CSU) is the responsibility of DW and or CSU, unless otherwise agreed to by the Agency Administrators at the time of fire close out. All efforts will be made by agencies involved in suppressive action to minimize damage through the use of Minimum Impact Suppression Tactics (MIST), or through rehabilitation activities conducted at the time of the incident. Examples of these rehabilitation activities would include; water barring firelines; placement of logs or rocks across firelines; spreading slash across heavily disturbed areas, etc.

Reciprocal (Mutual Aid) Fire Assistance

Mutual Aid is a written agreement between or among federal, state, and local agencies in which the agencies agree to assist one another upon request by furnishing such resources as personnel and equipment.

The parties hereto respectively pledge their good faith in attempting to assist each other based on their needs, requests for mutual aid, and the circumstances of a wildland fire. Each party will take appropriate actions to include the suppression and/or management of all wildland fires during the Mutual Aid Time Period and thereafter, and agrees the primary concern is the appropriate management of wildland fires, and none will delay appropriate management efforts while deciding ultimate responsibility and/or cost share for such fires.

Mutual Aid Time Period

- Mutual Aid between the County and Fire Districts lasts for the duration of the subject fire event.
- Mutual Aid between all other parties hereto shall (1) Not exceed 24 hours, and (2) Will end at midnight of the first burn period when the Incident Commander determines that the fire cannot be controlled within 24 hours of the initial ignition

County-wide Mutual Aid

Mutual Aid has been established county-wide without regard to Jurisdictional Boundaries or District Boundaries. Agencies are responsible for their own costs during the Mutual Aid Time Period. It is understood that no party to this Plan shall be required to make resources or assistance available to the requesting party if by so doing would impair the party's ability to provide effective emergency services within its own Jurisdictional or District Boundaries. The level of activity or involvement by assisting AHJ and/or Fire Districts making a response may vary. At a minimum, parties responding outside of their respective Jurisdictional or District Boundaries will send such personnel and equipment necessary to size-up the fire and report the situation to the Jurisdictional Agency(ies) within whose Jurisdictional Boundaries the subject wildland fire is located. Upon arrival, the Initial Attack Incident Commander will determine legal description and the need for appropriate jurisdictional fire investigator. Each AHJ is responsible for providing worker's compensation insurance for its own personnel.

Mutual Aid Resources:

- Any eligible federal resources positioned within the UCR/NWCFMU including severity resources.
- The BLM Type 3 helicopter stationed in Rifle is considered a mutual aid resource, and if not assigned to another fire, is available without charge to county fire agencies for the mutual aid period.

Non-Mutual Aid Resources:

- Type 1 Helicopters
- Air Tankers
- Lead Planes
- Smoke Jumpers
- *Geographic Area Coordination Center (GACC) prepositioned resources*

*Geographic Area Coordination Center (GACC) prepositioned resources within the dispatch area are not considered initial attack resources hence are not mutual aid resources. These resources may be positioned within the dispatch area but are controlled by the GACC. To use these resources, the local dispatch office orders the resource through the GACC. This may delay the initial response of the resource.

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.

Fire Prevention

Distribution of fire prevention materials will be handled by each individual agency. Coordinated program delivery is suggested during fire prevention week, open houses, and other local events. Each agency will prepare press releases according to their own prevention plans. Joint press releases and coordination with cooperating agencies is suggested to prevent a conflict in released material. Coordination will take place before any AHJ issues a burning restriction or ban. Summit County Wildfire Council in conjunction with local fire districts provide information and education related to wildland fire.

Jurisdictional Fire Restrictions

The purpose of fire restrictions is to reduce the risk of human caused fires during high fire danger and/or burning conditions, and for the protection of human life and property. Fire restrictions and closures are invoked on federal, state, county, and private lands under federal, state, and local laws, ordinances and regulations. Cooperating agencies should coordinate prevention efforts to provide uniform and consistent information to the public. News releases should be coordinated to prevent duplication, maintain a consistent message to the public, and reduce costs.

Restrictions governing use of open fires during hazardous periods may be made to include all lands in Summit County. The Sheriff, Fire Districts, UCR and NWCFMU will confer prior to implementing fire restrictions to determine the scope of restrictions and a plan for public notification and enforcement. A process flow chart is attached as **Attachment E** to guide interagency implementation of fire restrictions and rescinding fire restrictions. Adherence to this

process is strongly encouraged, but it is understood that circumstances could arise making it necessary for a AHJ to this agreement to deviate from the process. Agencies are encouraged to specify the lands that are encompassed by restrictions and to implement and rescind restrictions at the same time.

In the case of any restrictions on burning or public movements because of extreme fire danger, either by Governor's proclamation or by local issue, the county sheriff will be responsible for enforcement on all non-federal land and may assist on federal lands at the request of the appropriate agency.

Nothing in this AOP shall be interpreted as a waiver of any party's statutory authority with respect to declaring, regulating, implementing, enforcing or rescinding fire restrictions.

Burning Permits

Local fire chiefs have the responsibility of issuing burning permits in their respective Fire Districts. The burning permit shall require the holder to notify SCCC of controlled burning on private land prior to ignition. All pertinent State regulations will be followed.

Prescribed Fire (Planned Ignitions) and Fuels Management

The parties to this Plan will cooperate in the development and implementation of prescribed burning programs and projects including planned ignitions, and modified control strategies and tactics applied to fires within remote areas. Summit County has developed the Summit County Community Wildfire Protection Plan to prioritize and guide wildland fire mitigation efforts on federal and private lands.

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

If parties to this Plan conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burn plan.

Smoke Management

All prescribed fire will conform to the state standards to minimize emissions using all available methods that are feasible and economically reasonable in order to minimize the impact or reduce impacts of air quality standards and visibility goals.

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. Federal agencies as parties to this AOP will follow state and federal regulations managed by the Colorado Air Pollution Control Division.

Fire managers will inform the general public of the status on wildland and prescribed fires through local press, radio and television to increase public awareness.

OPERATIONS

Fire Notifications

Fire Districts conducting initial attack on fires outside their District Boundaries will ensure that the jurisdictional agency is promptly notified through SCCC. The initial attack Incident Commander is responsible for ensuring that SCCC notifies GJC or CRC of all fires reported on federal lands. The actual size up report for fires on federal lands should be made by the initial attack Incident Commander directly to GJC or CRC.

Denver Water Board and Colorado Springs Utilities: It shall be the responsibility of responding Fire Districts to ensure the SCCC notifies the DFPC if Denver Water Board or Colorado Spring Utilities lands are suspected to be involved or threatened.

Denver Water Board Notifications: When a wildfire occurs on lands owned by DW, the DFPC Battalion Chief or designee should be notified either directly or via the State of Colorado Emergency Operations Line [303-279-8855](tel:303-279-8855) as soon as practical of all fires occurring on lands belonging to the Denver Water Board (DW). DFPC will notify DW Dispatch at [303-628-6801](tel:303-628-6801) who will make the appropriate contacts.

SCCC or GJC/CRC must notify DFPC when 1) non-federal wildland fire escapes initial attack, or 2) threatens structures, or 3) air resources are ordered for non-federal suppression efforts.

Colorado Springs Utilities Notifications: Primary notification regarding wildfire threatening Utilities properties and/or raw water collection system infrastructure: Colorado Springs Utilities Dispatch (24 hours): 719-668-8800

Contingency notification regarding wildfire threatening Utilities properties and/or raw water collection system infrastructure: Colorado Springs Utilities, Catamount Wildland Fire Team Chief, Mike Myers Mobile (work): 719-491-0753; (personal) 719-332-3088 Office: 719-668-8766

Summit County Communications Center (SCCC) will receive fire reports from the public and will notify the applicable agencies. These are: the closest Fire Districts, Grand Junction and Craig Interagency Dispatch centers (GJC/CRC), and SCSO. Local UCR personnel may be monitoring SCCC but will be officially notified through GJC or CRC. All sightings of actual or suspected wildland fires by each agency's personnel will be reported to SCCC. All reports of fires received by any agency's personnel will be forwarded to SCCC. The public will be encouraged to use 911 for reporting.

Boundary Line Fires

If a fire crosses, or threatens to cross, jurisdictional boundaries and becomes a boundary fire (see definition below) a Unified Command will be formed. The purpose of the Unified Command will be to meet as a group and identify one common set of objectives for implementation by the suppression forces. The Unified Command may recommend to agency administrators the reimbursement responsibilities and resource sharing between the agencies. No party should delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate response.

The Unified Command will include representatives from those entities that have financial responsibilities for the fire. In the event of a fire burning on lands of two or more jurisdictional agencies that are normally not dispatched by the same dispatch center, the Unified Command will coordinate and determine which dispatch center to coordinate with. The county EOC should be involved in this coordination.

Boundary Fires include:

- A fire burning in two or more agency jurisdictions, or will soon burn across the boundary, when the boundary line is known
- The fire location is known, but the jurisdictional boundary on the ground is unknown, or
- The location of a reported fire is uncertain in relation to the jurisdictional boundary.

Response to Wildland Fire

County-wide initial attack

The closest forces of the parties hereto should be dispatched without regard to Jurisdictional or District Boundaries. Parties hereto will initiate appropriate management activities on wildland fires regardless of Jurisdictional or District Boundaries when it is within their capability to do so. Local Response Agencies will not initial attack fires if such initial attack puts its personnel at unreasonable risk (such as a remote fire discovered at night) or if asked to stand down by the Jurisdictional Agency. Local Response Agencies taking action should notify the applicable Jurisdictional Agency as soon as possible. The Jurisdictional Agency should assume responsibility for management of the fire at the earliest possible time, or as otherwise agreed or provided for herein.

The Sheriff authorizes local response agencies to respond to private property wildfire outside district boundaries (CRS 30-10-512).

DISPATCHING AND RESOURCE ORDERING PROCESS: Requests for firefighting resources will be made as follows:

All requests for local non-federal fire resources will be made through the Summit County Communications Center (SCCC).

Requests for assistance beyond the capabilities of local non-federal fire resources can also be made through SCCC.

The SCCC may be supported in terms of resource ordering by SCOEM. The SCCC may transfer their resource ordering responsibility to SCOEM. In the event of this occurring, the Incident Commander and GJC or CRC will be notified verbally and in writing.

In the event the transfer or resource ordering is made to SCOEM:

The SCOEM will manage the resource ordering responsibility until such time that a capable Incident Logistics Section has been established. Once established the Logistics Section will be responsible for:

1. Directly ordering resources that are available from GJC or CRC

2. Directly ordering resources that are not available from GJC or CRC from SCOEM
3. Reporting to the SCOEM any resource order placed with GJC or CRC that cannot or has not been filled in a timely, efficient, or cost-effective manner to accomplish the operational objectives
4. Reporting to SCOEM for each operational period the resource ordered from GJC or CRC
5. The County EM may establish an EOC as necessary to support and coordinate with the Incident

Special Management Considerations

Aerial Retardant Use - The use of aerial retardants on all lands is restricted within approximately 300 feet of lakes, rivers and live streams and all pre-identified retardant avoidance areas.

Denver Water Board and Colorado Springs Utilities Lands

Summit County Fire Districts will respond to wildland fires and follow through on all necessary suppression actions on DW and CSU properties that fall within their respective District Boundaries.

The DFPC will not serve as landowner representative for the utilities. Summit County and Sheriff will act with a reasonable standard of care in management response to a wildfire on utility owned lands until a representative from the utility can arrive at the wildfire. Summit County and Fire District(s) accept no fiscal responsibility on behalf of the utilities. When a utility's property is involved, Summit County and Fire District(s) will sign a cost share agreement when the agreement acknowledges the utility's cost responsibility.

Use of mechanized earthmoving equipment such as bulldozers, graders, etc. will not be permitted on Denver Water lands without the expressed approval of the Denver Water.

Repair of wildland fire suppression damage on DW or CSU lands is the responsibility of DW or CSU unless otherwise agreed to by the Agency Administrators at the time of fire close out. All efforts will be made by agencies involved in suppressive action to minimize damage through the use of "light on the land" techniques, or through rehabilitation activities conducted at the time of the incident. Examples of these rehabilitation activities would include activities such water barring fire lines and placement of logs, scattering slash and or rocks across fire lines.

Federal Lands

Use of roads on federal lands presently closed to vehicular travel (outside of wilderness areas) is hereby authorized to all participants of this operating plan as follows:

Access for detection and suppression is allowed on established roads behind locked gates. Access for suppression only is allowed on roads that have been designated as "closed". Detection and reporting within areas marked as "D-polygon" on the map provided to local wildland fire response agencies.

Suppression efforts should not be taken unless authorized by the U.S. Forest Service or the BLM Kremmling Field Office.

Detection or suppression within designated wilderness, wilderness study areas and/or "Roadless" areas, as designated on the map provided to local wildland fire response agencies, is authorized as follows:

1. The use of mechanized equipment (vehicles, chainsaws, pumps, etc.) within wilderness areas is prohibited, unless specifically authorized by USFS.
2. Non-mechanized detection and suppression efforts are authorized in those portions of wilderness areas that are not part of a "D polygon" area.
3. Detection and reporting only is authorized within Wilderness Areas that are also within a "D polygon" area. Natural ignitions in these areas will be evaluated for and may be managed for multiple management objectives.

Decision Process

Federal agencies are required to complete a Wildland Fire Decision Support System (WFDSS) decision document on all fires on federal lands that escape initial attack.

A Decision Support System (DSS) may be completed for fires that have the potential to be designated as an State Responsibility Fire or that affects multiple jurisdictions and has the potential to go into extended attack. DFPC may assist with a non-State Responsibility DSS, but has no authority to sign unless it is a State Responsibility Fire.

All agencies involved in extended attack on private and state lands will provide input to the DSS. The DFPC Agency Administrator will facilitate completion and review of the DSS for these fires.

When a fire is burning on or threatens to burn on multiple jurisdictions, one DSS should be prepared that considers all jurisdictions and their interests.

Cooperation

Summit County Building Code adoption of the International Residential Building Code, chapter 45 (local amendment), requires wildland fire hazard mitigation for new construction. Colorado State Forest Service assigns each new subdivision with a rating of low, moderate, or high. Each agency or department will provide land use reviews (plat reviews) to Summit County Community Development as requested. Reviewing agencies and departments will keep each other informed of findings as they pertain to wildland fire hazards and may when pertinent, coordinate reviews of land use plans. Agencies and departments will coordinate and cooperate on any fuel reduction plans or other wildland fire hazard mitigation activities affecting numerous homeowners or entire subdivisions.

Communication

The Communications Plan will be reviewed.

Cost efficiency

If a fire affects or is likely to affect more than one agency, representatives from the affected jurisdictions should coordinate to determine the suppression strategies for managing the incident.

Delegation of Authority

In the event initial attack occurs on or near a jurisdictional boundary, the on-scene ranking officers of each AHJ shall convene as soon as practical following initial dispatch and response to the incident, and mutually agree upon a course of action/strategic direction and tactics as well as appoint an Incident Commander.

In the event of an extended attack incident (normally of Type 3 Complexity or greater), a verbal Delegation of Authority will be provided the Incident Commander prior to the transfer of command and a written Delegation of Authority will be issued to the Incident Commander no later than 12 hours after the transfer of command.

Preservation of Evidence

It will be the responsibility of the AHJ to take appropriate law enforcement action. Law enforcement personnel from non-jurisdictional agencies may assist upon request from the AHJ. The AHJ Agencies will have responsibility for investigating fires and any civil or criminal actions taken. The Summit County Sheriff will coordinate fire investigation for State Responsibility Fires. Fire Districts will cooperate with investigations upon request. Responding units will make every effort to identify and protect the area of origin and report all evidence to the Jurisdictional Agency.

STATE EMERGENCY FIRE FUND (EFF)

Emergency Fire Fund (EFF) Procedures:

Summit County is a participant in the State Emergency Fire Fund (EFF) with DFPC. As a participant to this agreement, the State agrees to come to the aid of Summit County should suppression resource needs exceed county capability. Following are the roles and responsibilities under EFF:

DFPC: For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint a DFPC Agency Administrator who shall represent the State, the County, and the Sheriff in accordance with the delegation of authority contained in the Assumption of Fire Control Duty Agreement. A DFPC representative must be on site for an EFF evaluation. DFPC will assist the county sheriff in the analysis of the wildfire's actual or potential condition to exceed the county's suppression capability. This information will be provided to the DFPC Director (or designee), who will make the final decision on EFF applicability. It is the duty of the DFPC Battalion Chief or their representative to evaluate and report the situation to the Director of DFPC and to formally request implementation of EFF. The DFPC Agency Administrator shall work collaboratively with the Sheriff and designees to identify concerns or objectives to the Incident Commander.

Summit County Sheriff: as Fire Warden for the County (CRS 30-10-513), the Sheriff will represent the County in the request for State Responsibility to the DFPC Agency Administrator, and any subsequent delegations and assumptions of duty (DFPC #3, #6). The Sheriff will coordinate other County entities in his representation. The County Sheriff or designee is responsible for initiating a written analysis of the fire to help determine if a request for EFF implementation is warranted.

Summit County Commissioners: are signatories to the DFPC #3 “Assumption of Fire Control Duty” for fires the Director of DFPC approves for State Responsibility. The Sheriff will facilitate obtaining a signature from the County Commissioners. Delay in signing the DFPC #3 may result in increased costs for the county.

For the duration of a state responsibility fire, the Sheriff, at the Sheriff’s discretion may serve, or appoint someone to serve as an agency administrator. If land administered by another agency is threatened or involved, that agency may provide an agency administrator.

During a state responsibility fire the agency administrators shall cooperatively appoint an incident commander

Implementation of the EFF can be done only by the Director of the DFPC or designee, upon the recommendation of the local DFPC Representative, following a request from the County Sheriff. For this reason, it is important that the DFPC Battalion Chief be notified immediately of major fires on private/state lands within the county. Should the fire surpass, or threaten to surpass, the ability of county resources to contain it, State Responsibility can occur only with a DFPC representative on scene.

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

The DFPC Agency Administrator will transfer responsibility of a State Responsibility Fire back to the county when fire spread has been contained, the Agency Administrator’s objectives have been met, and a written plan has been prepared for the next operational period.

Repair of wildland fire suppression damage is the responsibility of the jurisdictional agency/agencies or landowner unless otherwise agreed to by the Agency Administrator. **Only suppression is covered under State Responsibility funds.** It may be authorized by the DFPC Agency Administrator only when part of the Incident Action Plan during the State Responsibility period.

All EFF forms and minimum county resource commitment are shown in **Attachment D.**

Federal Agencies: are almost always involved even when the fire is entirely on private or state land. Their policies and concerns must be addressed on all fires.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

Written cost-share agreements should be negotiated and prepared as soon as practical when a wildfire burns across or threatens jurisdictional boundaries, and/or exceeds the mutual aid period.

Costs incurred by an AHJ for services that exceed Mutual Aid fire protection shall be reimbursed by the applicable Jurisdictional Agency. To be reimbursable, services provided by such assisting agencies beyond Mutual Aid fire protection must be requested by the applicable Federal Jurisdictional Agency.

Any costs incurred by Jurisdictional Agencies for the initial attack period and beyond, and for additional time or efforts on DW or CSU lands shall be considered reimbursable. DFPC is available to assist with the billing process.

Cost Share Principles: When fire occurs on lands of more than one Jurisdictional Agency and costs are incurred beyond the scope of Mutual Aid fire protection, costs will be borne by each agency proportional to the size of the burned area on each agency's jurisdictional area or as mutually agreed upon by the Agency Administrators.

When a fire is accepted as a State Responsibility Fire, a cost-share agreement may be negotiated between DFPC and affected jurisdictional agencies. The 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.

Summit County will be involved in all cost share agreements that are expected to be paid by Summit County.

Indirect Costs charged to Summit County by or on behalf of the Colorado Department of Public

Safety for or relating to services provided hereunder, including but not limited to handling fees for administering invoices submitted by entities that provided fire suppression and related services and equipment are identified in the current Cooperative Wildfire Protection Agreement .

Training

Fire training courses are offered periodically by the Summit Fire Authority, UCR and NWC, the DFPC and other agencies. As these courses or events are scheduled, the host agency will notify other Fire Districts and will invite them to participate. Wildland fire training needs should be coordinated through local training committee and the appropriate Zone training committee. Trainees/applicants will submit their nominations according to their agency policy.

The UCR, CRC and DFPC will, to the extent possible, utilize Fire District personnel on prescribed and unplanned fires to improve qualifications and readiness. AHJ personnel will be assigned to positions consistent with their qualifications or as trainees for target positions. AHJ personnel are invited to shadow their position counterparts when a local Type 3 or higher incident management team is activated.

Communication Systems

Federal, state, and county radio systems are largely incompatible and are not interoperable at this time; however, all fire agencies in Summit County are equipped with Fire Emergency Radio Network (V-FIRE 21) capabilities. V-FIRE 21 (154.2800) may be used for inter-agency communication on a wildland fire if SCCC operations channels are not compatible with any agency's radios.

All agencies to this plan are authorized to transmit on the assigned Interagency Air-to-Ground frequencies during wildfire incidents. If additional Air-to-Ground frequencies are required, they must be requested from GJC or CRC.

For the purpose of conducting business authorized by this operating plan, all parties to this operating plan agree that assisting agencies may use the jurisdictional agency's radio frequencies as needed to conduct emergency communications on fires. No party to this operating plan will use, or authorize others to use, another agency's radio frequencies for purposes beyond the scope of this operating plan. **See Attachment A for current Frequency list.**

Fire Weather Systems

The Grand Junction Interagency Dispatch Center (GJC) will monitor local fire danger levels utilizing data from the Soda Creek RAWS and the UCR Timber Special Interest Group (SIG) in Weather Information Management System (WIMS). GJC will make fire weather, Red Flag warnings, and other fire information available to cooperators via fax and the internet at: http://gacc.nifc.gov/rmcc/dispatch_centers/r2gjc/local_info/index.htm or <http://www.crh.noaa.gov/gjt/?n=firewx>

A "Red Flag Warning" is defined by the National Weather Service as the imminent or actual occurrence of:

- Significant increase in surface wind speeds.
- Dry thunderstorm outbreaks.
- High Lightning activity level (LAL).
- Significant decrease in relative humidity.
- First episode of thunderstorm after a hot, dry period.
- Any combination of weather and fuel moisture conditions that would cause extensive wildland fire occurrences.

A “Fire Weather Watch” is issued to advise the agencies of the possible development of Red Flag conditions.

Aviation Operations

Aviation Requests and Operations

All requests for air support resources will be made to the GJC or CRC. Risk management should be employed when making the request for aviation support and the decision to conduct a mission requires weighing the risk against the benefit of the mission and deciding whether the risks are acceptable.

When air support is requested by any agency for suppression efforts, the request must include the following:

Name and agency of person ordering

Name and location, geographical or township/range

Type of Air Support needed i.e. Type 3 helicopter, SEAT, Large or Very Large Airtanker(s)

Name of Ground Contact

Additional information that is helpful:

Lat/Long in preferred datum WGS 84 degrees/minutes/decimal minutes

Elevation of fire

Other aircraft in the area, including radio frequencies in use

Aircraft hazards in the area, wires, low flying aircraft and other obstacles

Current threats and values at risk

Personnel whom are ordering aircraft shall use the Air Support Request form in **Attachment G**.

The Sheriff or designee or local fire protection district/department will notify the DFPC Battalion Chief immediately when aircraft is ordered for county jurisdiction fires.

GJC or CRC will make a courtesy call to SCCC and DFPC for all orders of air support resources. SCCC will then notify Summit County Sheriff and local Fire Protection District.

With the exception of the Rifle type 3 helicopter and DFPC helicopters, aircraft use does not fall under mutual aid described in that section of this AOP.

Lead Plane/Air Attack/Aerial Supervision Activation

Heavy air tankers are dispatched with a lead plane when one is available. Single engine air tankers with an initial attack qualified pilot may be dispatched without a lead plane. Lead plane and air attack is not covered under WERF. Anytime heavy air tankers or multiple aircraft are ordered an aerial supervision platform will be ordered as well. Aerial Supervision is required to be ordered as outlined in the PMS-505 Interagency Aerial Supervision Guide.

Colorado Wildland Fire Resource Funding Guidelines:

The Colorado Division of Fire Prevention and Control (DFPC) is required by State Law to administer and manage programs to assist local jurisdictions with safe and effective wildland fire response. Funding for wildland firefighting resources under these various programs are eligible for reimbursement to any Colorado County Sheriff, fire protection district, or municipal fire department in accordance with the guidelines found in **Attachment C**. Funding and reimbursement will occur to the extent that program funds are available.

DFPC Single Engine Air Tankers and Helicopters:

DFPC Single Engine Air Tankers (SEATs) and DFPC helicopters may potentially be pre-positioned at airports closer to Summit County when a combination of factors or events warrant having an aircraft in the area. Requests for pre-positioning will be made by the County Sheriff to the DFPC Battalion Chief. Conditions that may warrant pre-positioning of SEATs or helicopters include:

- Fuel dryness
- Multiple starts within a 72-hour period
- High occurrence of dry lightning
- Persistent Red Flag weather conditions
- Local resources are occupied with other assignments
- Other factors as determined by the Sheriff and the DFPC Battalion Chief

Multi-Mission Aircraft:

The DFPC Multi-Mission Aircraft (MMA) were funded for detection and aerial intelligence purposes, to assist local jurisdictions with initial attack wildland fire response on state and private lands within the State of Colorado. The MMA is integrated with the Colorado Wildfire Information System (CO-WIMS), a geospatial database that displays incident images and details to local fire managers in near real time through a web-based application. MMA detection missions and access to CO-WIMS are free to the parties of this AOP.

For wildland fires the MMA should be ordered through GJC utilizing the MMA Order Form. GJC will coordinate with CSP Dispatch to place the order. The details of the mission and specific needs will then be coordinated between the DFPC Duty Officer and the requesting resource. A latitude and longitude should be provided if possible.

Billing Procedures

If reimbursement for any incident is agreed to at the local level, the Fire District may invoice the AHJ directly. If deemed necessary, the County may aggregate expenses incurred by the County

and Fire Districts to suppress fires on federal jurisdictions and may present an invoice for such expenses to DFPC who will then reimburse the County and Fire Districts and subsequently bill the jurisdictional federal agency or agencies.

Federal agencies may submit bills and statements for reimbursements from County and/or Fire Districts for federal suppression on non-federal lands to DFPC. DFPC will make such reimbursement and subsequently invoice the County or Local response Agency as appropriate.

DENVER WATER - COLORADO SPRINGS UTILITIES LANDS

- Payment for reimbursable costs on DW and CSU lands require that they be notified of fires by the responding agency
- Reimbursement for costs incurred on DW and CSU land will follow the procedure outlined below:
- Payment for reimbursable costs on DW and CSU lands must be coordinated through the DW Board or CSU. Contact DFPC Battalion Chief for assistance in preparing reimbursement requests for DW or CSU wildland fire suppression response.

COOPERATIVE RESOURCE RATE FORMS

Cooperative Resource Rate Forms (CRRF) should be utilized by cooperating agencies to document rates. In the absence of a CRRF, rates set forth in Chapter 20 of the Interagency Incident Business Management Handbook will be utilized. Cooperator reimbursement procedures, forms, and examples can be found at:

<http://dfpc.state.co.us/programs-2/emergency-management/wildland-fire-management/wildland-fire-billing>

Cooperating agencies must have an approved CRRF to be available in ROSS for out of local area dispatch. Resources assigned to a State Responsibility Fire from the cooperating agency without a current CRRF will be reimbursed using established standard state cooperator equipment rates. Cooperator equipment should not be signed up using an Emergency Equipment Rental Agreement (EERA).

Cost Recovery

Reimbursable Costs

Costs incurred by a Jurisdictional or Local Response Agency for services that exceed Mutual Aid fire protection shall be reimbursed by the applicable Jurisdictional Agency. To be reimbursable, services provided by such assisting agencies beyond Mutual Aid fire protection must be requested by the applicable Federal Jurisdictional Agency.

Any costs incurred by Jurisdictional Agencies for the initial attack period and beyond, and for additional time or efforts which may be requested by the DFPC or DW or CSU shall be considered reimbursable, as funds are available. An agency that provides a reasonable initial

attack response on DW or CSU lands *when the jurisdictional agency is unable to respond*, may also request reimbursement as funds are available, from the DW Board or CSU.

Payments for reimbursable costs on DW and CSU lands require that DFPC be notified of fires by the responding agency.

NONREIMBURSABLE COSTS

The County and Fire Districts hereby agree that each of their respective directly incurred costs relating to the provision of fire response and suppression activities on private property in Summit County are not reimbursable from or to each other.

Except as otherwise specifically provided for herein, each party hereto agrees to assume responsibility for its own expenses during the Mutual Aid Period.

GENERAL PROVISIONS

Personnel Policy

N/A

Modification

N/A

Annual Review

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

Duration of Agreement

This plan will remain in effect until April 1, 2021 or until superseded. Participating agencies will meet prior to fire season each year to review and update this plan for official approval.

Previous Agreements Superseded

Once signed, this AOP supersedes the previous AOP.

SIGNATURES

SUMMIT COUNTY SIGNATURES

Signature

Date

Jaime FitzSimons
Printed Name

County Sheriff
Title

Signature

Date

Thomas Davidson
Printed Name

Board of County Commissioners
Title

Signature

Date

Kathleen Neel
Printed Name

Summit County Clerk
Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

_____	_____
<i>Signature</i>	<i>Date</i>
<u>Tyler Campbell</u>	<u>Headwaters Region Battalion Chief</u>
<i>Printed Name</i>	<i>Title</i>

FEDERAL LAND MANAGEMENT AGENCY SIGNATURES

_____	_____
<i>Signature</i>	<i>Date</i>
<u>Scott Fitzwilliams</u>	<u>Forest Supervisor</u>
<i>Printed Name</i>	<i>Title</i>
<u>U.S. Forest Service-White River National Forest</u>	
<i>Federal Agency, Unit</i>	

_____	_____
<i>Signature</i>	<i>Date</i>
<u>-Vacant-</u>	<u>Northwest District Manager</u>
<i>Printed Name</i>	<i>Title</i>
<u>Bureau of Land Management-Northwest District</u>	
<i>Federal Agency, Unit</i>	

FIRE DISTRICT SIGNATURES

Jeff Berino
Printed Name

Fire Chief
Title

Summit Fire and EMS Authority
Fire District

Signature

Date

Jim Keating
Printed Name

Fire Chief
Title

Red White and Blue Fire Protection District
Fire District

Signature

Date

C.J. Winkler
Printed Name

Board President
Title

Lower Blue Fire Protection District
Fire District

Attachment A – GJC_CRC Radio Frequencies

Attachment B – Maps

Attachment C – Colorado Wildland Fire Funding Guidelines

Attachment D - EFF

Attachment E – Fire Restrictions Process

Attachment F – Sample Cost Share

Attachment G – Aviation Request Forms

Attachment H – Incident Organizer

Attachment I – Fire Operations Guidance in Bark Beetle Stands

Attachment J - Contacts

2017 UCRIFMU FREQUENCIES

Type	Name	RX	TX	Tx Tone	Area	
BLM Command (DISPATCH)	Blackridge (Base Station)	172.1125	172.1125	156.7	Direct, Grand Junction	
	Rabbit Valley (Repeater)	172.1125	163.0750	123.0	West of Grand Junction	
	Gateway (Repeater)	172.1125	163.0750	186.2	South of GJ, Unaweep Canyon	
	Douglas Pass (Repeater)	172.1125	163.0750	151.4	NW of Grand Junction	
	Mesa Point (Repeater)	172.1125	163.0750	131.8	South of Grand Junction	
	Lands End (Repeater)	172.1125	163.0750	173.8	SE of Grand Junction	
	BLM West Portable (Repeater)	172.1125	163.0750	127.3	Available on West Zone	
	Lookout (Base Station)	169.7750	169.7750	77.0	Direct, Glenwood Springs	
	BLM Sunlight (Repeater)	169.7750	163.1500	156.7	Glenwood Springs, Carbondale, Basalt	
	BLM Castle (Repeater)	169.7750	163.1500	162.2	Eagle, Gypsum, Vail	
	BLM Central Portable (Repeater)	169.7750	163.1500	127.3	Available on Central Zone	
	Reserved				Future BLM Repeater, location TBD	
	WRF Command (DISPATCH)	South Direct	171.2625	171.2625	103.5	Direct, Glenwood Springs
Corral (Repeater)		171.2625	164.7000	131.8	Silt, Rifle, Parachute	
FS Sunlight (Repeater)		171.2625	164.7000	156.7	Glenwood Springs, Carbondale, Basalt	
Loge (Repeater)		171.2625	164.7000	136.5	Aspen	
Twilight (Repeater)		171.2625	164.7000	141.3	South Roaring Fork Vallley	
Lake Hill (Repeater)		171.2625	164.7000	123.0	Dillon, Silverthorne, Frisco, Keystone	
Blue Ridge (Repeater)		171.2625	164.7000	167.9	North Summit County	
Bald Hill (Repeater)		171.2625	164.7000	114.8	Breckenridge	
Huntsman's Ridge (FUTURE)		171.2625	164.7000	123.0	Not established at this time	
WRF South Portable (Repeater)		171.2625	164.7000	151.4	Incident specific	
North Direct		170.5250	170.5250	103.5	Direct, Meeker	
Red Table (Repeater)		170.5250	164.2000	107.2	South Eagle County	
FS Castle (Repeater)		170.5250	164.2000	127.3	Eagle, Gypsum, Vail	
Vail (Repeater)		170.5250	164.2000	162.2	Vail, Minturn	
Ptarmigan (Repeater)		170.5250	164.2000	100.0	Minturn, Red Cliff	
Lobo (Repeater)		170.5250	164.2000	146.2	Meeker, Blanco RD, NW Flattops	
Sand (Repeater)		170.5250	164.2000	110.9	Blanco RD, North Flattops	
Cliff (Repeater)		170.5250	164.2000	192.8	Blanco RD, West Flattops	
Sleepy Cat Trail (FUTURE)		170.5250	164.2000	131.8	Not established at this time	
Hunn's Peak (FUTURE)		170.5250	164.2000	136.5	Not established at this time	
WRF North Portable (Repeater)	170.5250	164.2000	151.4	Incident specific		
GMF Command (DISPATCH)	Land's End (Base Station)	170.4625	170.4625	100.0	Direct, Grand Junction	
	Land's End (Repeater)	170.4625	164.825	103.5	North, West Grand Mesa	
	Montpelier (Repeater)	170.4625	164.8250	114.8	South Uncompahgre Plateau	
	Mud Hill (Repeater)	170.4625	164.8250	110.9	Central Grand Mesa	
	Island Lakes (Repeater)	170.4625	164.8250	107.2	South Grand Mesa	
	Reserved				Future GMF Repeater, location TBD	
	TACTICAL Simplex	BLM Fire Tac 7	169.2875	169.2875	N/A	BLM Fire Tactical
WRF Fire Tac		166.6750	166.6750	N/A	WRF Fire Tactical	
Reserved						
BLM Work		168.3500	168.3500	N/A	BLM Work Channel	
WRF Common Work 1		168.6125	168.6125	N/A	WRF Work Channel	
V Fire 21		154.2800	154.2800	156.7	Mutual Aid w/State, County, Local FDs	
Reserved						
AVIATION Simplex	NAME	DISPLAY	RX	TX	TONE	AIR/GROUND ZONES
	Air-Ground 49**	A/G 49	168.0375	168.0375	N/A	Zone 3 Grand Junction Zone Primary
	Air-Ground 09**	A/G 09	166.9125	166.9125	N/A	Zone 3 Grand Junction Zone Secondary
	Air-Ground 13**	A/G 13	167.4250	167.4250	N/A	Zone 2 Craig Zone (South) Secondary
	Air-Ground 07**	A/G 07	166.8500	166.8500	N/A	Zone 4 Montrose Zone Secondary
	Air-Ground 58	A/G 58	169.0875	169.0875	N/A	Zone 1 Craig Zone (North) Secondary
	Air-Ground 07	A/G 07	166.8500	166.8500	N/A	Zone 5 Durango Zone Secondary
	Air-Ground 58	A/G 58	169.0875	169.0875	N/A	Zone 6 Ft. Collins Zone Secondary
	Air-Ground 10	A/G 10	166.9375	166.9375	N/A	Zone 7 Pueblo Zone Secondary
	Air-Ground 10	A/G 10	166.9375	166.9375	N/A	Utah Zone 4 (Moab Zone)
	Air-Ground 44	A/G 44	167.6250	167.6250	N/A	Utah Zone 4 (Moab Zone)
	Air-Ground 18	A/G 18	168.0125	168.0125	N/A	Utah Zone 5 (Vernal Zone)
	Air-Ground 51	A/G 51	168.3125	168.3125	N/A	Utah Zone 5 (Vernal Zone)
	Air Guard	AIRGUARD	168.6250	168.6250	110.9 T/R	EMERGENCY / INITIAL CONTACT
	National Flight Follow		168.6500	168.6500	110.9 T/R	Non-mission aircraft tracking

Changes/Additions for 2017 highlighted in yellow.

** Denotes frequencies used on the UCR. Other A/G frequencies are listed for reference.

2017 Operations Frequency List (FOIA Exempt)								
All Channels narrowband unless otherwise indicated.								
All Channel Modes are analog unless otherwise indicated.								
CRAIG								
Zone / Group 1								
CH	DESCRIPTION	DISPLAY	RX (Mhz)	RX CG	TX (Mhz)	TX CG	MODE	RFA/MOU
1	North Zone Direct	N DIRECT	172.7250		172.7250	110.9		2015
2	Juniper	JUNIPER	172.7250		164.5250	131.8		2015
3	Lookout	LOOKOUT	172.7250		164.5250	151.4		2015
4	Zenobia	ZENOBIA	172.7250		164.5250	110.9		2015
5	Tanks Peak	TANKS	172.7250		164.5250	123.0		
6	Craig Port	CRG PORT	172.7250		164.5250	127.3		2015
7	EMPTY							
8	Lyons	LYONS	173.6750		164.6250	131.8		2015
9	Wilson Creek	WILSON	173.6750		164.6250	123.0		
10	Cathedral	CATHEDRL	173.6750		164.6250	192.8		MOU
11	FS Storm	STORM	169.6000		164.9125	114.8		MOU
12	FS Cedar	CEDAR	169.6000		164.9125	167.9		
13	Fire TAC 7	FIRETAC7	169.2875		169.2875			2013
14	Fire TAC 8	FIRETAC8	172.5875		172.5875			2013
15	BLM SOA Repeater	LR SOA	172.5875		163.3875	110.9		2013
16	BLM WORK	LD WORK	168.3500		168.3500			OPEN

2017 Operations Frequency List (FOIA Exempt)								
All Channels narrowband unless otherwise indicated.								
All Channel Modes are analog unless otherwise indicated.								
ROUTT NF								
Zone / Group 2								
CH	DESCRIPTION	DISPLAY	RX (Mhz)	RX CG	TX (Mhz)	TX CG	MODE	RFA/MOU
1	Green Ridge	GRN RDG	169.6000		164.9125	100.0		MOU
2	Dunckley	DUNCKLEY	169.6000		164.9125	136.5		MOU
3	Farwell	FARWELL	169.6000		164.9125	123.0		MOU
4	Sand Mtn	SAND MTN	169.6000		164.9125	131.8		MOU
5	Rabbit Ears	RABBTEAR	172.3750		164.8750	107.2		MOU
6	FS Cedar	CEDAR	169.6000		164.9125	167.9		MOU
7	FS Storm	STORM	169.6000		164.9125	114.8		MOU
8	Mt. Werner Direct	WRNR DIR	169.6000		169.6000	110.9		MOU
9								
10								
11								
12	Fire TAC 7	FIRETAC7	169.2875		169.2875			2013
13	Fire TAC 8	FIRETAC8	172.5875		172.5875			2013
14	BLM SOA Repeater	LR SOA	172.5875		163.3875	110.9		2013
15	FS Work	FS WK	163.7125		163.7125			MOU
16	BLM WORK	LD WORK	168.3500		168.3500			OPEN

2017 Operations Frequency List (FOIA Exempt)**All Channels narrowband unless otherwise indicated.****All Channel Modes are analog unless otherwise indicated.****MEEKER****Zone / Group 3**

CH	DESCRIPTION	DISPLAY	RX (Mhz)	RX CG	TX (Mhz)	TX CG	MODE	RFA/MOU
1	South Zone Direct	S DIRECT	173.6750		173.6750	192.8		2015
2	Lyons	LYONS	173.6750		164.6250	131.8		2015
3	Wilson Creek	WILSON	173.6750		164.6250	123.0		2015
4	Cathedral	CATHEDRL	173.6750		164.6250	192.8		2015
5	Meeker Port	MKR PORT	173.6750		164.6250	127.3		2015
6	Maybell	MAYBELL	172.7250		172.7250	110.9		2015
7	Juniper	JUNIPER	172.7250		164.5250	131.8		2015
8	Lookout	LOOKOUT	172.7250		164.5250	151.4		2015
9	Zenobia	ZENOBIA	172.7250		164.5250	110.9		2015
10	Tanks Peak	TANKS	172.7250		164.5250	123.0		
11	WRF LOBO	LOBO WRF	170.5250		164.2000	146.2		MOU
12	WRF Sand	SAND WRF	170.5250		164.2000	110.9		MOU
13	Fire TAC 7	FIRETAC7	169.2875		169.2875			2013
14	Fire TAC 8	FIRETAC8	172.5875		172.5875			2013
15	BLM SOA Repeater	LR SOA	172.5875		163.3875	110.9		2013
16	BLM WORK	LD WORK	168.3500		168.3500			OPEN

2017 Operations Frequency List (FOIA Exempt)

All Channels narrowband unless otherwise indicated.

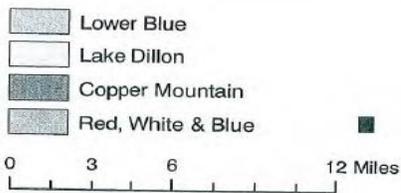
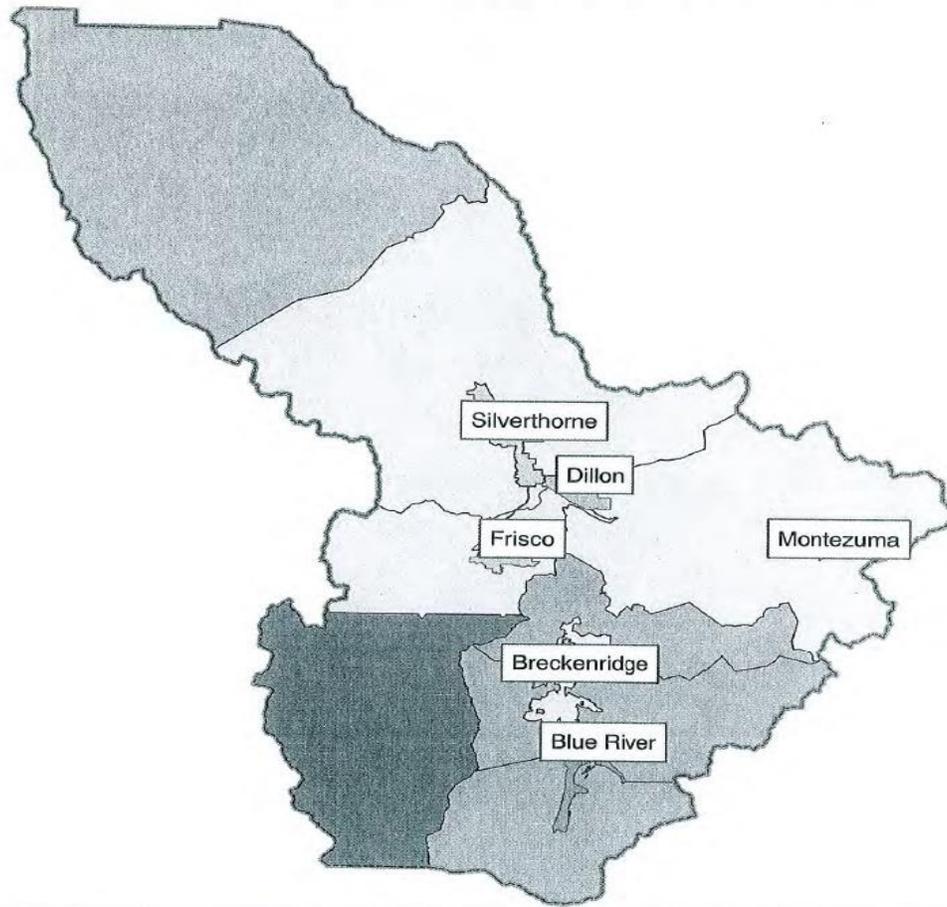
All Channel Modes are analog unless otherwise indicated.

KREMLING

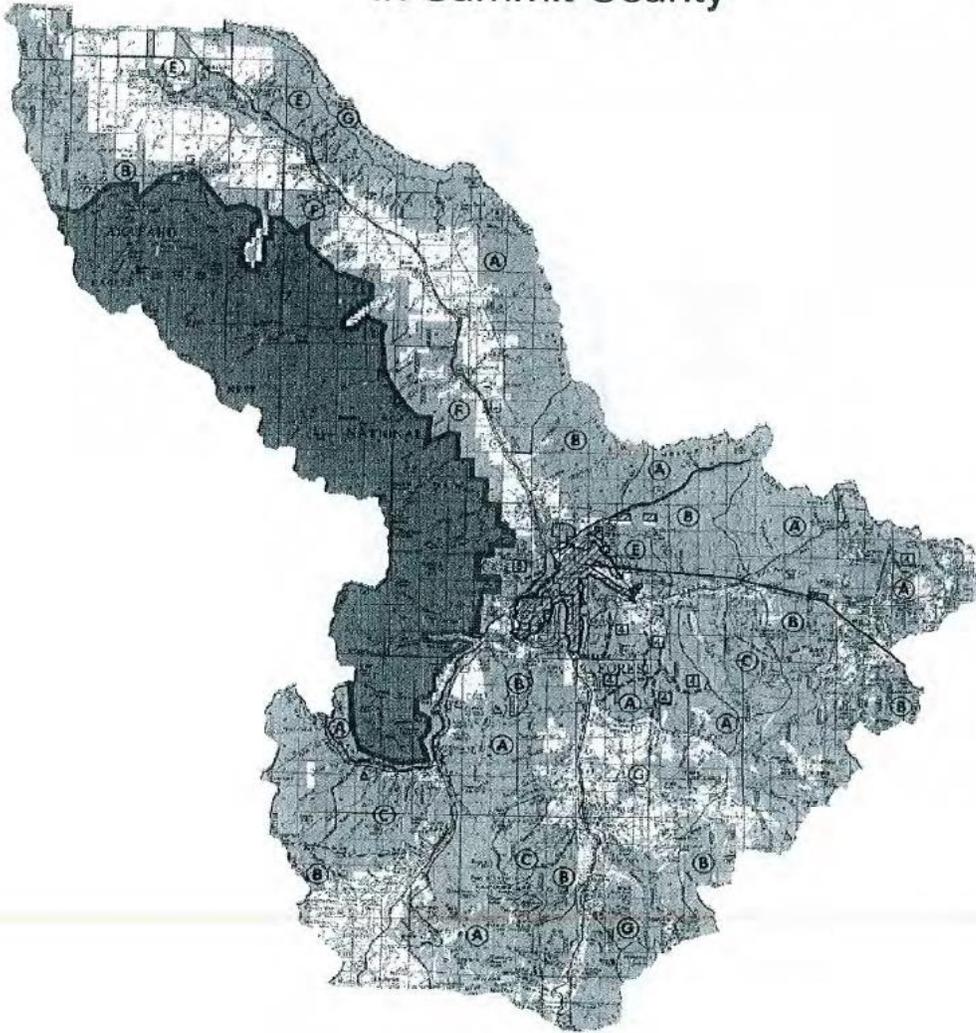
Zone / Group 4

CH	DESCRIPTION	DISPLAY	RX (Mhz)	RX CG	TX (Mhz)	TX CG	MODE	RFA/MOU
1	Grouse	GROUSE	169.6250		169.6250	186.2		2015
2	Blue Rdg	BLUE RDG	169.6250		163.5750	173.8		2015
3	San Toy	SAN TOY	169.6250		163.5750	146.2		2015
4	Yarmony	YARMONY	169.6250		163.5750	186.2		2015
5	Independence	INDPNDNC	169.6250		163.5750	162.2		2015
6	Kremmling Port	KRM PORT	169.6250		163.5750	127.3		2015
7								
8								
9	Rabbit Ears	RABBTEAR	172.3750		164.8750	107.2		MOU
10	Owl Mountain	OWL MTN	172.3750		164.8750	146.2		MOU
11	Blackhall	BLCKHALL	172.3750		164.8750	103.5		MOU
12	Jelm	JELM	172.3750		164.8750	110.9		MOU
13	Fire TAC 7	FIRETAC7	169.2875		169.2875			2013
14	Fire TAC 8	FIRETAC8	172.5875		172.5875			2013
15	BLM SOA Repeater	LR SOA	172.5875		163.3875	110.9		2013
16	BLM WORK	LD WORK	168.3500		168.3500			OPEN

Summit County Fire Response Districts



Denver Water Board Property in Summit County

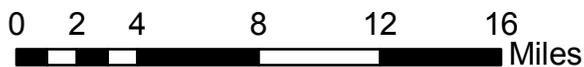
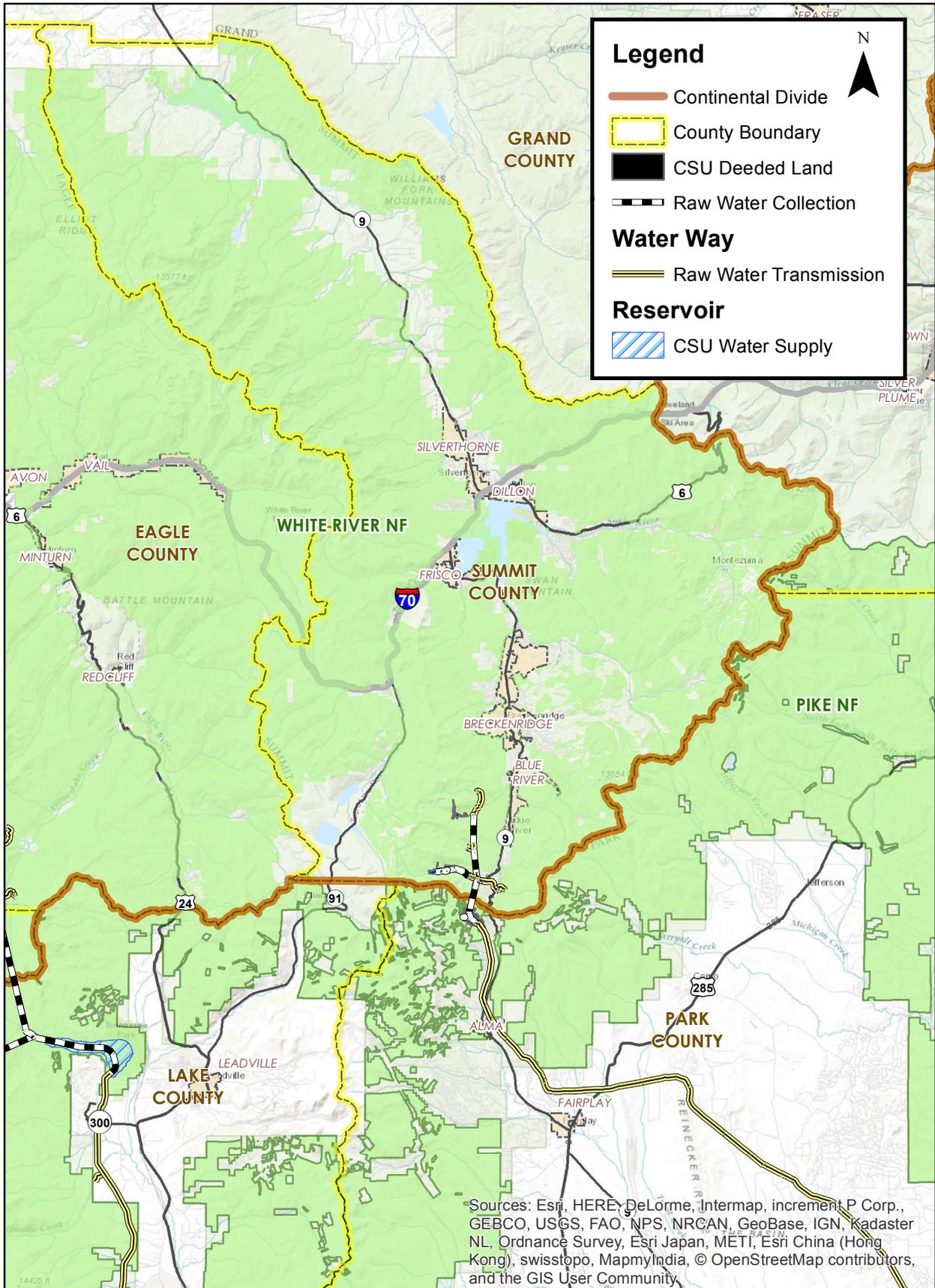


Legend

 Denver Water Board Parcel



Colorado Springs Utilities Deeded Lands - Summit County



Colorado Division of Fire Prevention and Control 2020 Wildland Fire Resource Funding Guidelines



The Colorado Division of Fire Prevention and Control (DFPC) is required by State Law to administer and manage programs to assist local jurisdictions with safe and effective wildland fire response. Funding for wildland firefighting resources under these various programs are eligible for reimbursement to any Colorado County Sheriff, fire protection district, or municipal fire department in accordance with the following guidelines. **Funding and reimbursement will occur to the extent that program funds are available.**

Summary of Eligible Resources			
Resource – ¹	Initial Attack Period (Not to Exceed 24 hours)	2 nd Operational Period	3+ Operational Periods
Hand Crew	Yes – ²	Yes – ²	No
DFPC Engines & Modules	Yes – ³	Yes	Yes
DFPC Overhead	Yes	Yes	Yes
Type 3 Helicopter	Yes	Yes	Yes
Type 2 Helicopter	Yes	Yes	Yes
Type 1 Helicopter	Yes	No	No
Single Engine Air Tanker	Yes	Yes	Yes
Large Air Tanker	Yes	No	No
Very Large Air Tanker - ⁴	Yes	No	No
Multi-Mission Aircraft	Yes	Yes	Yes
Aerial Supervision	Yes	Yes	Yes

Green = Allowed to the extent program funds are available

Yellow = Allowed with DFPC Operations Chief, or designee, approval

Red = Not allowed

Notes:

- ¹ DFPC must be notified as soon as possible via State Emergency Line (303-279-8855) for usage that exceeds either 1 hour of rotor time for any helicopter and/or 1 drop from any air tanker.
- ² 2 hand crew days allowed if ordered within the first 2 days of the incident.
- ³ Use of DFPC Engines and Modules are allowed during the first 24 hours of an incident with no charge to local government.
- ⁴ VLAT must be approved prior to ordering.

Funding Requests and Notifications

- As stated in Note 1 above, **notification to DFPC must occur as soon as possible via the State Emergency Line (303-279-8855)** if there are multiple hours of helicopter time or multiple air tanker drops on an incident. If the requesting agency is expecting the State of Colorado to pay for any amount of resource use, that agency **must formally notify DFPC** after the incident as indicated below.
- All funding and reimbursement requests *must* be made to DFPC within 7 days of resource use. All requests should be documented on the *DFPC Wildfire Funding Notification and Request* form, and must include the following information: Who requested the resource (Sheriff, fire chief, etc.); Fire Name; Incident Number (whenever available); Resource

Name(s); Dates of Use; and Copies of Resource Orders (whenever available). Formal funding and reimbursement requests can be made either via email to: wildlandfire@state.co.us with a carbon copy to your DFPC Battalion Chief, or by using the online form that can be accessed at: <https://goo.gl/forms/HWEYDjTXxE5iG4F33>

Additional Details – Hand Crews	
Eligible	Hand crew logistics costs of lodging, camping, transportation/fuel and per diem.
	Crews must be qualified in accordance with applicable NWCG standard.
	Different crews may be used, but only for a total of 2 hand crew days per incident.
Not Eligible	Travel time to bring hand crews from outside Colorado.
	Crews utilized within their jurisdiction or utilized in accordance with pre-established Mutual Aid agreements.
Additional Details – Aviation Resources	
Eligible	Resource(s) utilized on state and private land fires, and for fires that occur within the federal mutual aid areas as defined in the County AOP.
	A combination of fixed and rotor wing resources may be funded on the same incident, subject to pre-approvals outlined above.
	Resource(s) beyond the first operational period may be approved by DFPC, based on factors such as fire potential, values at risk, defined mutual aid periods, boundary line fires, availability of funds, etc.
	Additional government helicopter personnel, support equipment and apparatus (helitack crew), as outlined in the Standards for Interagency Incident Business Management and appropriate supplements.
	Fuel and support trucks assigned to aviation resources. Contracted vendor support crew, relief crew and other expenses to maintain aircraft availability.
	Additional aircraft support positions that may be ordered (aircraft dispatcher, tanker base support, aircraft timekeeper, etc.).
	Daily availability costs of aircraft.
	Only OAS or USFS interagency FIRE carded pilots and aircraft, ordered through the procedures outlined in the County AOP.
Not Eligible	Non-operational flight time costs (ferry time, point to point etc.) to bring aerial resources to Colorado.
Process	1. Requesting agency orders appropriate Kind and Type of resource(s). Consult the County AOP for the local, state, and interagency dispatch procedures to order aviation resources.
	2. The Closest Forces concept will be utilized meaning that the closest available resource of the Kind and Type requested will be dispatched to the incident.
	3. DFPC must be notified via the State Emergency Operations Line (303-279-8855) if multiple aviation resources are ordered on an incident.
	4. Costs for resources utilized outside of these guidelines, will be charged to the requesting agency(ies). Actual costs vary by resource used.
Questions concerning this guidance should be directed to your DFPC Battalion Chief.	

DFPC ANALYSIS FORM

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

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

Location: Lat/Long _____ Legal: T ___ R ___ Section(s) _____

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

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

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

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

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

 Sheriff or Designee's Signature

 DFPC Director or Designee's Signature

DFPC DIRECTOR RESPONSE:

EFF or STATE 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: County 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. Urban interface involved ? Yes No
 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 DFPC Analysis Form (DFPC #01): #yes _____ #no _____

16. DFPC FMO recommendation:
DFPC accept Assumption of Fire Control Duty.

DFPC **NOT** accept Assumption of Fire Control 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. DFPC Representative _____ Time _____
Location _____ Phone # _____

DFPC ADMINISTRATIVE USE

19. Recommendation of DFPC Director (or Designee if Director is not available):

20. DFPC Director (or Designee) decision and any constraints:

21. Decision relayed to Assigned Agency Administrator: Date _____ Time _____

by _____

ASSUMPTION OF FIRE CONTROL DUTY

I. ASSUMPTION OF CONTROL

Defined: The County Sheriff may delegate the assumption of fire control and fiscal management for a specific fire. The County Sheriff retains statutory authority as defined in CRS 30-10-513.

A. Authority for controlling the _____ Fire burning in _____ County, Section(s) _____,

Township _____, Range _____, is to be assumed by:

- (Check One) _____ County
- Colorado Division of Fire Prevention and Control (DFPC)

B. Specific limitations to the fire control duty assumed by DFPC (if applicable):

C. Assumption of control is acceptable to signatory parties below and will become effective at:

0600 hrs on _____, 20__
Date

1800 hrs on _____, 20__
Date

End of operational period, identified

as _____ hrs on _____, 20__
Date

II. PAYMENT OF COSTS INCURRED

A. The agency accepting this duty, _____, is responsible for
(COUNTY or DFPC)

costs incurred for the following:

B. The cooperating agency, _____, is
(COUNTY or DFPC)
responsible for costs incurred for the following:

The Sheriff agrees to conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires suspected to be human-caused. The Sheriff agrees to provide DFPC with a copy of the preliminary investigation report and the final report in accordance with the deadlines established in the Agreement for Cooperative Wildfire Protection.

COUNTY SHERIFF:

BOARD OF COUNTY COMMISSIONERS:

Name

Name

Title

Title

Date

Date

Time

Time

FOR DFPC:

Name

Title

Date

Time

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:

C. PERSONNEL AND OTHER RESOURCES COMMITTED Yes No

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:

D. CONTAINMENT COST Yes No

1. \$50,000 or more per day.

Subtotal:

E. FIRE BEHAVIOR

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.

F. Eye-level wind forecast greater than 20 mph.

G. Active crowning/spotting expected.

Subtotal:

H. CULTURAL RESOURCES Yes No

- 1. Urban interface.
- 2. Summer homes.
- 3. Other developments.

Subtotal:

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.

Subtotal:

GRAND TOTAL:

Recommended Management Level:

Total # of "Yes" answers:	0 - 2	Reinforced Attack
	3 - 7	Type 3 Incident Management Team or Type 4
	8 - 13	Type 2 Incident Management Team
	14+	Type 1 Incident Management 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)

DELEGATION OF AUTHORITY

As of _____, I have delegated authority and responsibility of managing the
Time Date
_____ Fire, burning in _____ County, to Incident Commander
Fire Name
_____ and his Incident Management Team.
IC Name

This delegation includes the authority to obligate agency funds necessary to pay for controlling this fire. It also includes the responsibility to contain the fire as rapidly as possible in a safe and cost-effective manner.

As Incident Commander, you are accountable to me for the overall management of this incident including its control and return to local forces. I expect you to adhere to relevant and applicable laws, policies, and professional standards.

My considerations for management of this fire are:

- 1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Delegated by:

Printed Name & Title Agency Administrator Signature Date Time

Acceptance by:

Printed Name & Title Incident Commander Signature Date Time

RETURN OF DELEGATED AUTHORITY
TO COLORADO DIVISION OF FIRE PREVENTION AND CONTROL

Authority and responsibility for managing and controlling the _____ Fire burning within _____ County, Colorado, is hereby returned to Colorado Division of Fire Prevention and Control.

This transfer terminates the authority of the Incident Commander to obligate agency funds necessary to pay for controlling this fire, and terminates the Incident Commander's responsibility to manage the fire and resources assigned to the fire.

Other needs/constraints:

1. Promptly transition with in-coming and hold-over forces.
2. Briefing with new Incident Commander will be completed by effective date and time of this return as shown below.
3. Provide an IAP for next operational period upon request
- 4.

This transfer is effective on _____, 20____, at _____.
(Date) (Time)

Delegated Authority Returned by:

Printed Name & Title	Incident Commander Signature	Date	Time
----------------------	------------------------------	------	------

Delegated Authority Acceptance by:

Printed Name & Title	Agency Administrator Signature	Date	Time
----------------------	--------------------------------	------	------

PROCESS FOR IMPLEMENTING FIRE RESTRICTIONS

- **ERC 90-96% LAST 5 DAYS WITH REPRESENTATIVE SIG GROUPS**
 - **HIGH HUMAN CAUSED RISK**
- **LIVE FUEL MOISTURES ARE AT OR APPROACHING HISTORIC THRESHOLDS**
- **NO SIGNIFICANT RELIEF IN FIRE WEATHER FORECAST DURING THE NEXT 7 DAYS**



ALL CRITERIA ARE MET, IMPLEMENT STAGE I RESTRICTIONS



THREE ELEMENTS ARE PRESENT, STRONGLY CONSIDER STAGE I RESTRICTIONS.



LESS THAN THREE ELEMENTS ARE PRESENT, NO FIRE RESTRICTIONS

- **ERC GREATER THAN 97% LAST 5 DAYS WITH REPRESENTATIVE SIG GROUPS**
 - **HIGH HUMAN CAUSED RISK**
- **LIVE FUEL MOISTURES WELL BELOW HISTORIC THRESHOLDS**
- **NO SIGNIFICANT RELIEF IN FIRE WEATHER FORECAST DURING THE NEXT 7 DAYS**



ALL CRITERIA ARE MET, IMPLEMENT STAGE II RESTRICTIONS



THREE ELEMENTS ARE PRESENT, STRONGLY CONSIDER STAGE II RESTRICTIONS.



LESS THAN THREE ELEMENTS ARE PRESENT, REMAIN AT STAGE I RESTRICTIONS

- High human Caused Risk may include Holidays, Special Events or High Visitation levels to certain areas
- Stage III-Area Closures are extremely rare events, and will only be implemented in extraordinary situations after significant interagency coordination.

Attachment F – Sample Cost Share

Cost Share Agreements

Agency Administrator Guidance:

DFPC does not have a specific format that is recommended **but** there are several critical elements that need to be in the agreement. A format can be found in the red book or the Interagency Incident Business Management Handbook (IIBMH). Additional guidance can be found in Chapter 80 of the IIBMH.

Critical elements in the agreement:

1. Incident Name and Number
2. Incident Start Date, time, and jurisdiction
3. Incident Cause
4. Date and time agreement starts
5. Date and time agreement ends
6. Mutual aid times
7. Parties involved
8. Costs to be shared and how

ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Colorado has been delegated to the respective unit administrators in the Interagency Cooperative Fire Management Agreement. County officials must also be included. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory.

Unit Administrator (Line Officer): the individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), District or Area Manager (BLM), Area Forester or State Forester Designate (State), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a County commissioner at the local level.

General Guidelines:

1. Agency budgeted costs normally are not shared.
2. Responsibility for claims is considered to be outside the scope of the cost share agreement.
3. Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional Agency.
4. All cost share negotiations should include consideration to each Agency's values at risk and resources assigned.
5. Cost share agreements should normally be reviewed at the end of each burning period and documented with review date and time.

Method 1: Cost can be shared proportionately based upon the acreage burned.

Method 2: Costs between the Agencies can be based on a summary of daily estimated incident costs and each Agency's proportionate share thereof. If this method is used, daily cost sharing should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon direct fireline resources assigned basis. Aviation resources, retardant, etc. should be on an actual use basis. Indirect costs are then shared proportional to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Definitions:

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except airtankers and their retardant, and incident support ordered by or for the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but normally are calculated at a separate cost share rate.

Facilities and Administrative Costs (Indirect Costs):

Costs that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, and instructional activity, or any other institutional activity. These costs may include office support personnel, mobilization/demobilization centers, dispatching, airbase operations, transportation from home base to camp, and minor or major equipment repairs to incident-assigned and damaged equipment (except those costs included in equipment rental rates). Facilities and administrative costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.

SAMPLE COST SHARE AGREEMENT

Following is the Cost Share Agreement between the Agencies identified below as negotiated for the following incident.

INCIDENT NAME: _____

INCIDENT NUMBERS BY AGENCY: _____

START TIME AND DATE: _____

JURISDICTIONS: _____

CAUSE: _____

INCIDENT COMMANDER(S): _____

This Cost Share Agreement between _____

and with the cooperation of _____, was prepared under the following authorities provided by:

- 1. The Interagency Cooperative Fire Management Agreement between the State of Colorado; USDA Forest Service; USDI Bureau of Land Management; USDI National Park Service; USDI Bureau of Indian Affairs; USDI Fish and Wildlife Service.
- 2. Agreement for Cooperative Wildfire Management between _____ County and the State of Colorado.
- 3. _____

Agency Representatives participating in development of the Cost Share Agreement.

Agency: _____ Agency: _____

Name: _____ Name: _____

Title: _____ Title: _____

Agency: _____ Agency: _____

Name: _____ Name: _____



Title: _____ Title: _____

COST SHARE AGREEMENT FOR THE _____ INCIDENT:
It is hereby agreed that the cost basis on this incident will be shared as follows

Rationale used in developing this cost agreement:

The following section is optional, but will be used only if costs are calculated on a percentage basis and a computer-based incident cost accounting system is not available:

<u>AGENCY</u>	<u>DIRECT COSTS</u>		<u>AIR/RETARDANT COSTS</u>	
_____	_____	%	_____	%
_____	_____	%	_____	%
_____	_____	%	_____	%
_____	_____	%	_____	%
<u>TOTAL</u>	<u>100</u>	<u>%</u>	<u>100</u>	<u>%</u>

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities on the date/time shown. Additional Cost Share Agreements for this incident may be approved for future time periods, as conditions and fire spread change.

SIGNATURE: _____ DATE: _____ TIME: _____

AGENCY: _____ PHONE: _____

MAILING ADDRESS: _____

SIGNATURE: _____ DATE: _____ TIME: _____
AGENCY: _____ PHONE: _____

MAILING ADDRESS: _____

SIGNATURE: _____ DATE: _____ TIME: _____
AGENCY: _____ PHONE: _____

MAILING ADDRESS: _____

Aviation Support Request Form
Grand Junction Interagency Dispatch Center 970-257-4800
Craig Interagency Dispatch Center-970-826-5037

The County Sheriff or designee, local Fire Dept. Chief or designee or the Incident Commander will contact Grand Junction Interagency Fire Dispatch **directly** with their request for aviation resources. Prior to making that request the following information must be collected. This information will help facilitate a faster, safer and more efficient response. In order to request aviation resources call 970-257-4800 and ask to talk with the Aircraft Dispatcher or Floor Coordinator.

IC Name and Agency:

Fire Name/Jurisdiction:

Fire Location: _____ Elev: _____

(Lat/Long and a geographic location, **no addresses**. May use IA Zones found on UCR IA Zone Map.

Ground Contact (Name):

(Must be able to TX/RX on air to ground frequency as assigned by GJC Dispatch. **This is for pilot safety.**

Wind Speed/Direction:

Values at Risk:

Known or Possible Flight Hazards:

(Including but not limited to: power lines, other aircraft, paragliders, etc.)

Time and Date Requested:

Resource(s) Requested:

HELICOPTER

Type/Qty: **Type I:** Bucket ____ Tank ____ **Type II:** Bucket ____ Tank ____ **Type III** ____

AIRTANKER

Type/Qty: **VLAT** ____ **Type I** ____ **Type II** ____ **Type II (Scooper)** ____ **Type III (SEAT)** ____

Loaded w/ Retardant ____ Water ____ Foam ____

AERIAL SUPERVISION/SMOKEJUMPERS

Type/Qty: **ATGS** ____ **ASM** ____ **HLCO** ____ **ATCO** ____ **SMKJ** ____ **PARACARGO** ____

DFPC MULTI-MISSION AIRCRAFT REQUEST ORDER FORM - 2015

TO ORDER MMA AIRCRAFT

CALL CSP DISPATCH @ 303-279-8855 and ask for DFPC DUTY OFFICER

Request Date

Request Time

MISSION REQUESTED

Date Needed		Time Needed	
Incident Type	<input type="checkbox"/> Wildfire <input type="checkbox"/> Other-Specify:	Incident Name	
Mission Profile Requested	<input type="checkbox"/> Color & Infrared Sensor Specific Needs: <input type="checkbox"/> Perimeter <input type="checkbox"/> Spot Fires <input type="checkbox"/> Fire Location/Detection <input type="checkbox"/> All Hazard <input type="checkbox"/> Point to Point Transportation		

MISSION REQUESTOR INFORMATION (Sheriff, Fire Chief, FMO etc.)

Requestor Name, Title and Agency	Requestor Phone, Email and/or Radio Frequency

INCIDENT CONTACT INFORMATION

Name		Phone Number	
Incident Position			
Ground Contact Name		Radio Frequency	
Air Contact Name		Radio Frequency	

INTELLIGENCE REPORTING INSTRUCTIONS

**** (Specify what intel, to who/where, and how you want it sent from the plane to ground)****

--

INCIDENT LOCATION INFORMATION

County			
General Location			
Latitude (specify format)			
Longitude (specify format)			
Bearing	Distance	From	

OTHER INCIDENT AIRSPACE INFORMATION

Other Known Aerial Hazards	
Special Use Airspace	
Military Training Route	
Military Operations Area	



2019 INCIDENT ORGANIZER

Shaded portions of pages 1, 2, 4, & 8 indicate REQUIRED information for reporting purposes.

RADIO FREQUENCIES		
Net	Frequency	Tone
Command	RX	
	TX	
Support Dispatch	RX	
	TX	
Air-to-Ground	RX	
	TX	
Tactical	RX	
	TX	
Tactical	RX	
	TX	

Incident Name																				
Incident #																				
Start Date																				
Fire Code																				
Jurisdiction																				
IC#1 Took Command	Name:		Date:																	Time:
IC#2 Took Command	Name:		Date:																	Time:
CONTAIN	Date:		Time:																	
CONTROL	Date:		Time:																	
OUT	Date:		Time:																	
Declared Out By																				
Final acres by ownership	BLM	USFS	NPS	State	Other	TOTAL														

For fire reporting purposes – CONTAIN, CONTROL, OUT cannot be the same time.

IC Signature:		Date:	
IC Name:			
Zone Duty Officer Signature:		Date:	
Zone DO Name:			

Fuel Type	Fuel Model	NFDRS DESCRIPTION
GRASS	*A	Represents grasslands vegetated by annual grasses and forbs. Some brush or trees may be present but occupy a small portion of the area. [Cheatgrass, oak savannah]
	*L	Represents grasslands vegetated by perennial grasses and forbs. Species are coarser and amounts heavier than those in fuel model A. Some shrubs and trees may be present but occupy a small portion of the area. [Fescue, Wheatgrass]
BRUSH	C	Represents open pine stands. Perennial grasses, needle litter and branch wood significantly contribute to the fuel loading. [Longleaf, Ponderosa, and Sugar Pine]
	*T	Represents shrubs that burn easily and are not dense enough to shade out grasses and other herbaceous plants. The shrubs must occupy at least one-third of the site. [Sagebrush]
	B	Represents mature, dense brush 6 feet or more in height. Much of the aerial fuel is dead. Foliage burns readily. Fires are typically intense and fast spreading. [Chaparral]
	*F	Represents mature oakbrush stands. [Pinon-Juniper]
TIMBER	*H	Represents healthy stands of short-needed conifers with sparse undergrowth and a thin layer of ground fuels. [White Pine, Spruces, Firs, Larches]
	R	Represents hardwood areas after canopies leaf out in the spring. An "off-season" substitute for fuel model E. Best during the summer in all hardwood and mixed conifer-hardwood stands where more than half of the overstory is deciduous.
	*G	Represents dense conifer stands where there is a heavy accumulation of litter and downed woody material. Typically overmature and suffering insect and disease damage. Undergrowth is variable and restricted to openings. [Spruce-Fir, Lodgepole Pine; use for campfires]
SLASH	K	Represents light slash from thinning and partial cuts in conifer stands. Slash is typically scattered under an open canopy. Applies to hardwood slash and southern pine clearcuts where the fuel loading is relatively light. [Ponderosa Pine]
	J	Represents medium slash from clearcuts and heavily thinned conifer stands. Needles are still attached to branches. Material is typically less than 6" diameter.
	I	Represents heavy slash loading from conifer clearcuts. Needles are still attached to the branches.

RESOURCE SUMMARY										
Request Number										
Release Time										
Assignment										
Briefed? Y or N										
No. of People										
Arrival Time										
ERT/ETA	/	/	/	/	/	/	/	/	/	/
Resource Type										
Resource ID										

FUELS TREATMENT	
Was the area previously treated?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, what was the treatment method used? (Explain: roller chop, slash, top and scatter, etc.)	
How did the treatment affect the fire behavior? (Explain: rate of spread, flame length, etc.)	
Did it help in the suppression efforts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(Explain: burn-out, water, hand-line, etc.)	

RETARDANT DROPS	
If retardant was dropped, did it encroach into any drainages?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, notify Dispatch as soon as possible, so a Resource Advisor can be notified to respond.	
Lat/Long:	

FOR BLM FIRES						
Field Office: <input type="checkbox"/> GJFO <input type="checkbox"/> CRVFO						
FBPS Fuel Model (see below):						
FIRE PROTECTION TYPE (See FLOW CHART)						
<input type="checkbox"/> 1-1	<input type="checkbox"/> 1-5	<input type="checkbox"/> 1-6	<input type="checkbox"/> 1-D	<input type="checkbox"/> 2-A	<input type="checkbox"/> 2-D	<input type="checkbox"/> 3-7
<input type="checkbox"/> 5-E						

FBPS Fuel Models

Grass Fuel Models

1. **Grass and savannas (correlates to NFDRS models A and L)***
2. **Open shrub land, pine and scrub oak stands covering less than 2/3 area (correlates to NFDRS model T)***
3. Tall prairie and marshland grasses where influence of wind is high

Shrub Fuel Models

4. Stands of mature shrubs, closed jack pine stands
5. Young green stands with no dead wood, such as laurel or vine maple
6. **Intermediate shrub stands, cured hardwood slash (correlates to NFDRS model F)***
7. Stands of shrub 2-6 feet, such as palmetto-galberry with pine overstory

Timber Fuel Models

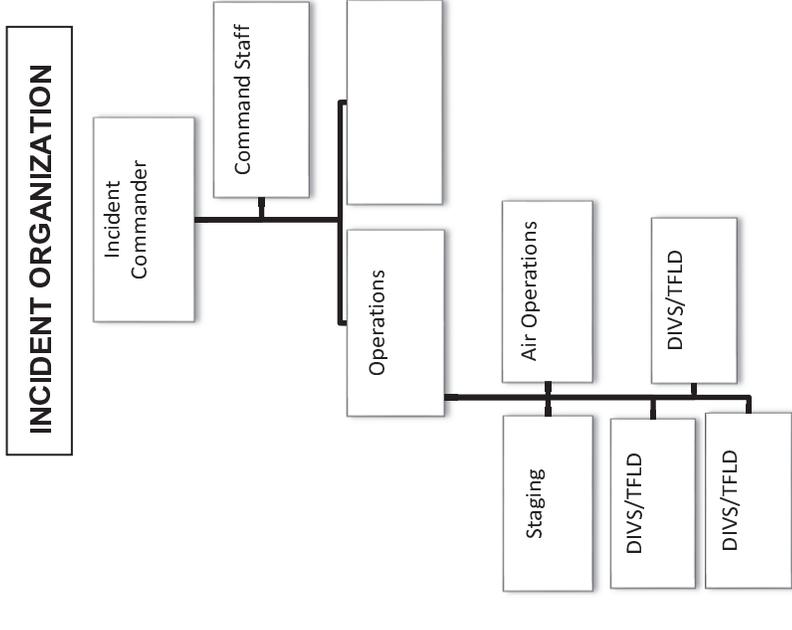
8. **Closed canopy stands of short-needle conifers or hardwoods that have leafed out and support fire in the compact litter layer (correlates to NFDRS model H)***
9. Long-needle conifer and hardwood stands
10. **Any stand with large quantities of dead-down fuel (correlates to NFDRS model G; use for campfires)***
11. Conifer or hardwood stands with light partial cuts or thinning
12. Heavily thinned conifer stands, clearcuts, medium – heavy partial cuts
13. Clearcuts and heavy partial cuts in mature stands where slash is dominated by material with diameter exceeding 3 inches

Slash Fuel Models

FOR ALL FIRES		Yes / No
Managed For Multiple Objectives?		Yes / No
In a Large Complex ?		Yes / No
Acres Burned In WUI?		Yes / No
Managed Fire Converted to Suppression?		Yes / No
Reimbursable?		Yes / No
<i>Is another Agency responsible for costs?</i>		Yes / No
Trespass?		Yes / No
<i>Human caused fire on Federal Lands.</i>		Yes / No
Initial Strategy?	Suppression / Managed	
COUNTY		
<input type="checkbox"/> SUMMIT	<input type="checkbox"/> GARFIELD	<input type="checkbox"/> MESA
<input type="checkbox"/> EAGLE	<input type="checkbox"/> PITKIN	<input checked="" type="checkbox"/> RIO BLANCO

FOR USFS FIRES	
RANGER DISTRICT	
<input type="checkbox"/> 1 ASPEN	<input type="checkbox"/> 4 EAGLE <input type="checkbox"/> 7 DILLON
<input type="checkbox"/> 2 BLANCO	<input type="checkbox"/> 5 HOLY CROSS
<input type="checkbox"/> 3 SOPRIS	<input type="checkbox"/> 6 RIFLE
Representative RAWS Station	
<input type="checkbox"/> 051404 DEADHORSE	<input type="checkbox"/> 051504 RIFLE <input type="checkbox"/> 051506 CROWN <input type="checkbox"/> 051508 STORM KING <input type="checkbox"/> 051510 DEEP CREEK
<input type="checkbox"/> 051606 DOWD	<input type="checkbox"/> 051607 GYPSUM <input type="checkbox"/> 051608 HANGMAN <input type="checkbox"/> 051703 SODA CREEK
NFDRS FUEL MODEL (see pg. 10)	
<input type="checkbox"/> A	<input type="checkbox"/> L <input type="checkbox"/> T <input type="checkbox"/> F <input type="checkbox"/> H <input type="checkbox"/> G
COVER CLASS (Check one item on each line)	
<input type="checkbox"/> Ponderosa Pine	<input type="checkbox"/> Lodgepole Pine <input type="checkbox"/> Spruce /Fir <input type="checkbox"/> Aspen <input type="checkbox"/> Grass/Sage Oak <input type="checkbox"/> Pinion Juniper <input type="checkbox"/> Other
<input type="checkbox"/> Seed/Sapling	<input type="checkbox"/> Pole Timber <input type="checkbox"/> Mature Uncut <input type="checkbox"/> Cutover /No Slash
<input type="checkbox"/> Cutover/Slash	<input type="checkbox"/> Thinning Slash <input type="checkbox"/> Insect Kill

INCIDENT OBJECTIVES
1. Provide for firefighter and public SAFETY.
2.
3.
4.
5.



Incident Complexity Analysis (Type 3, 4, 5) CIRCLE COMPLEXITY LEVEL ABOVE	YES	NO
Fire Behavior		
Fuels extremely dry and susceptible to long-range spotting, or you are currently experiencing extreme fire behavior.		
Weather forecast indicating no significant relief or worsening conditions.		
Current or predicted fire behavior dictates indirect control strategy with large amounts of fuel within the planned control perimeter.		
Firefighter Safety		
Performance of firefighting resources affected by cumulative fatigue.		
Overhead overextended mentally and/or physically.		
Communication ineffective with tactical resources or dispatch.		
Organization		
Operations are at the limit of span of control.		
Incident action plans, briefings, etc., missing or poorly prepared.		
Variety of specialized operations, support personnel, or equipment.		
Unable to properly staff air operations.		
Limited local resources available for initial attack.		
Heavy commitment of local resources to logistical support.		
Existing resources worked 24 hours without success.		
Resources unfamiliar with local conditions and tactics.		
Values to be protected		
Urban interface, structures, developments, recreational facilities, or potential for evacuation.		
Fire burning in or threatening more than one jurisdiction and potential for unified command with different management objectives.		
Unique natural resources, special-designated areas, critical municipal watershed, T&E species habitat, or cultural values sites.		
Sensitive political concerns, media involvement, or controversial fire policy.		

Spot Weather Forecast Request									
1. Name of Incident / Project:		2. Requesting Agency:			3. Requesting Official:				
					Date:		Time:		
4. Location (Lat/Long):				5. Drainage Name:		6. Aspect:			
7. Size of Incident / Project (acres):		8. Elevation:		9. Fuel Type:		10. Sheltering:			
		Top		Bottom		Full		Partial	
						Unsheltered			
11. Weather Conditions at Incident / Project or from RAWVS (please specify):									
Place	Elev.	Observation Date/Time	Wind Direction/ Velocity	Temperature			Sky/Weather		
				20 ft Eye-level	Dry Bulb	Wet Bulb		RH	DP
12. Request Forecast for:		Today		Tonight		Tomorrow			
	Clouds & Wx	Temp	RH	20FT wind	Smoke disp.	Haines index	LAL	Mixing height	Transport winds
13. Remarks:									
The Weather Forecaster will provide Block 14 information.								Date/Time:	
14. Discussion and Outlook:									

USFS-R2

Fire Operations Guidance in Bark Beetle Stands

Due to altered fuel conditions, personnel operating within the bark beetle environment should be aware of the imminent danger presented by dead and dying trees, falling at an increasing rate across a broad forested landscape.

Purpose and Intent:

Fire Operations Guidance is mindful of Foundational Fire Suppression Doctrine in the Forest Service.

The first principle is: No resource or facility is worth the loss of human life, however the wildland fire suppression environment is complex and possesses inherent hazards that can---even with reasonable mitigation---result in harm to fire fighters engaged in fire suppression operations. In recognition of this fact, we are committed to the aggressive management of risk.

This guidance provides a collection of potential hazards unique to bark beetle forests, including appropriate practices that have evolved over time within the wildland fire service. It does not provide absolute solutions to the unlimited number of situations that will occur.

This guidance within bark beetle stands was provided with the intention of being used in conjunction with existing fire risk management documents. No further protocols or rules are necessary to make informed risk management decisions for fire operations in bark beetle stands. The following hazard guidance is provided:

Tactical Hazards

- Withdrawal and/or reassessment should be considered if any of the following are present:

Thunderstorms in the immediate vicinity.

Wind speeds are strong enough that canopy movement is observed¹ (Consider that wind speeds at eye level in sheltered areas may not indicate the much greater winds aloft)

Reliable communication cannot be established with the appropriate Dispatch Center and remain in place 24/7 when resources are engaged.

Due to limited ingress or egress in remote areas or in terrain without vantage points, consider using an aerial platform for risk assessment and size up.

Potential Fire Behavior Hazards

Due to increased potential of extreme fire behavior, when ERCs approach the 90th percentile, air reconnaissance should be on scene within 1 hour of detection.

The following situations, though possible on any wildfire, may be accentuated in bark beetle stands:

Accelerated transition to crown fire (when needles are present)

Increased rate of spread (Surface fire)

Resistance to control (Heavy dead and down)

Frequent spotting, including long range (>.25 miles)

¹ Beaufort Scale for Estimating 20-FT Wind speed, 2010 IRPG page



RED, WHITE & BLUE

FIRE PROTECTION DISTRICT
COURAGE, COMMITMENT, CARING

January 29, 2020

SENT VIA EMAIL

Summit County Building Department
Attn: Jeff Flynn
PO Box 5660
Frisco, Colorado 80443

RE: Board of Review Letter of Interest

Dear Mr. Flynn:

Thank you for reaching out to me regarding the vacancy on your Board of Review. I am very interested in serving on your Board. I believe my background in fire prevention would be extremely valuable and a great asset to the Board.

My knowledge of Summit County is extensive. My family moved to Summit County in 1980. I am a Summit High School graduate. During high school I attended Colorado Mountain College where I studied fire science. Shortly after graduation, I began my higher education course work at Oklahoma State University. My focus was on fire protection engineering and safety technology. Upon graduation in 2002, I returned to Summit County to work as an inspector at the Red, White and Blue Fire Protection District. I still live in Summit County, and I own a home in the Woodmoor area.

Since being hired as an inspector, I progressed through the ranks of fire prevention. I held the ranks of Deputy Fire Marshal and Fire Marshal. I am currently the Deputy Chief of Administration. This position has multiple responsibilities which includes the position of Fire Marshal. In 2015 I received my Master's in Business Administration, Public Administration. I served on the National Fire Protection Association advisor group for NFPA 1. This group focused on the extraction process associated with marijuana grow operations.

I hold several international certifications in fire prevention. I am a Fire Inspector II through the International Code Council, a Certified Fire Protection Specialist from the National Fire Protection Association, a Certified Fire and Explosion Investigator through the National Association of Fire Investigators and a State of Colorado Fire Inspector III-Plans Examiner through the Division of Fire Prevention and Control.

Lastly, I am dually credentialed through the Commission on Professional Credentialing. This credentialing is at the Fire Marshal and Chief Fire Officer level. In 2020, I will complete my Certified Fire Marshal examination through the International Code Council, making me one of just over ten people in the State to hold this certification.

I hope I have shared enough of my background for you to consider me as a candidate for the Summit County Board of Review. I believe that I would bring a strong knowledge of the Codes, current fire prevention principles, and applications of technological advancements in the building and fire protection industry. I believe my background and experience leads me to make sound, ethical, and fair recommendations and/or decisions related to the adoption of code amendments and to review decisions of the Chief Building Official.

Thank you for your time and consideration. If you have any questions, you can contact me by email at jnelson@rwbfire.org or by phone at (970) 453-2474.

Sincerely,

RED, WHITE & BLUE FIRE PROTECTION DISTRICT

A handwritten signature in black ink, appearing to read 'Jay T. Nelson', followed by a long horizontal line extending to the right.

Jay T. Nelson
Deputy Fire Chief



PLANNING DEPARTMENT

970.668.4200

www.SummitCountyCO.gov

0037 Peak One Dr. PO Box 5660

Frisco, CO 80443

STAFF MEMORANDUM

Date: Meeting of February 25, 2020

To: Board of County Commissioners

From: Lindsay Hirsh, Senior Planner

Subject: Request by the applicant to continue: PLN19-096, Preliminary Rezoning, Lot 2, Blue Sky Estates; PLN19-097, Final Rezoning, Lot 2, Blue Sky Estates; PLN19-098, Preliminary Plat, to subdivide Lot 2, Blue Sky Estates; PLN19-099, Final Plat to subdivide Lot 2, Blue Sky Estates.

Background:

These items were scheduled for consideration by the BOCC on February 25, 2020, however due to an issue with Xcel Energy regarding the final location for the utilities and easement, the applicant has requested a continuance to the March 24, 2020 BOCC meeting.

Because of the concurrent review of these projects, and the uncertainty of the final decision by Xcel Energy related to the location of utilities and easements, staff is recommending, and the applicant agrees, that the BOCC open and continue the public hearings to the March 24, 2020. This additional time will be sufficient for the applicant, Xcel and the project consultants to determine the final location of needed infrastructure.

Recommendation:

Continue these public hearing items to the March 24, 2020, meeting.

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com



February 13, 2020

Dear Lindsay,

Please accept this letter as our formal request to continue the Blue Sky Estates II rezoning and subdivision to the March 24th BOCC meeting. The project engineer and surveyor are coordinating the final location for the utilities and easements due to new direction from Xcel Energy.

Thank you for your help on this project.

Sincerely,

Chris Hawkins Digitally signed by Chris Hawkins
Date: 2020.02.13 10:43:07 -07'00'

Chris Hawkins, AICP
Alpine Planning, LLC

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com
alpineplanningllc.com



Summit County Planning Department
Lindsay Hirsh, Senior Planner
0037 Peak One Drive
Frisco, CO 80443

Sent via Email to: Lindsay.hirsh@summitcountyco.gov

February 17, 2020

Dear Lindsay,

Please accept this letter as our formal request to continue the Blue Sky Estates II rezoning and subdivision to the March 31th BOCC meeting. The project engineer and surveyor are coordinating the final location for the utilities and easements due to new direction from Xcel Energy.

Thank you for your help on this project.

Sincerely,

Chris Hawkins, AICP
Alpine Planning, LLC

4th QUARTER PYE 2019 BUDGET AMENDMENTS						DR	CR
						Expense Inc	Expense Dec.
					GENERAL FUND	Revenue Dec.	Revenue Inc
Month	JE	Org/Obj	Dept/Fund	Account Description	Description		
12	816	100260-51328	Information Systems	Network costs	Additional locate costs	5,000	
12	712	100500-51212	Coroner	Operating Supplies	Additional supplies	800	
12	712	100500-51311	Coroner	Professional Assistance	Additional autopsies	6,000	
11	589	100611-42360	Sheriff	Grant Revenue	DOLA Search & Rescue Grant		17,350
11	589	100611-51404	Sheriff	Grant Expense	DOLA Search & Rescue Grant	17,350	
					Fund Balance (decrease)		11,800
					TOTAL	29,150	29,150
					LIBRARY FUND		
12	16	330000-44374	Library Operations	Donations	Additional donations		1,000
11 12	114 16	331110-51212	Library Operations	Operating Supplies	Additional operating supplies from donations	7,132	
11	114	331110-51388	Library Operations	Audio Visual	Additional AV - budgeted grant rev, but not grant exp	10,000	
					Fund Balance (decrease)		16,132
						17,132	17,132
					GROUP INS FUND		
12	791	810253-51240	Group Insurance	Claims Paid	Additional Claims	155,000	
					Fund Balance (decrease)		155,000
						155,000	155,000

RESOLUTION NO. 2020-___

**Before the Board of County Commissioners of the
County of Summit
State of Colorado**

ADOPTING SUPPLEMENTAL BUDGET AND APPROPRIATION FOR FISCAL YEAR 2019

WHEREAS, certain funds of the County have received, during fiscal year 2019, revenues which were not anticipated or not assured at the time of adoption of the 2019 Summit County budget, and/or certain funds have unappropriated surplus in 2019 and the Board of County Commissioners deems it appropriate to authorize the expenditure of these revenues or funds;

WHEREAS, this Resolution was noticed in a newspaper of general circulation in Summit County, and considered at a public meeting, as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, as follows:

Section 1. A supplemental budget and appropriation for Summit County for fiscal year 2019 is hereby approved and adopted, with the specific fund expending the monies, the amount of the supplemental budget and appropriation, the source of revenue, and the purpose of the budget and appropriation being as follows:

General Fund

Sheriff-Grant Revenue	17,350	Info. Systems-Network Exp.	5,000
Fund Balance	32,424	Coroner-Op. Supplies Exp.	800
		Coroner-Prof. Assist. Exp.	6,000
		Sheriff-Training Exp.	20,624
		Sheriff-Grant Expense	17,350
TOTAL	<u>\$ 49,774</u>		<u>\$49,774</u>

Library Fund

Donation Revenue	\$ 1,000	Operating Supplies	\$ 7,132
Fund Balance	16,132	Audio Visual	10,000
TOTAL	<u>\$ 17,132</u>		<u>\$ 17,132</u>

Group Insurance Fund

Fund Balance	155,000	Professional Assistance	155,000
TOTAL	<u>\$155,000</u>		<u>\$155,000</u>

Section 2. A certified copy of this resolution shall be filed with the Division of Local Government in the Department of Local Affairs.

ADOPTED this 25th day of Feb, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO**

ATTEST:

By: _____
Karn Stiegelmeier, Chair

Kathleen Neel, Clerk & Recorder

1ST QUARTER 2020 BUDGET AMENDMENTS				DR	CR
Org/Object	Dept/Fund	Account Description	GENERAL FUND	Expense Inc/ Revenue Dec.	Expense Dec/ Revenue Inc
100210-42360	Manager's Office	Grant Revenue	Additional grant funds for census		54,875
100210-51477	Manager's Office	Census Expense	Additional expenses for census	55,500	
100260-50185	Information Systems	PR Reimbursement	Correct adopted 2020 budget	50,000	
100270-52008	EMS Board	Special Projects	Rollover prior year RETAC grant	15,112	
100410-52040	Clerk	Surcharge Expense	Rollover prior year surcharge revenue	159,195	
100500-50120	Coroner	Salary Temporary	Addl staff time on deputy coroner and survivor support	14,000	
100611-50120	Sheriff's Office	Payroll Expense	New deputy added to 2020 budget	96,219	
100611-51444	Sheriff's Office	Donation Expense	Rollover prior year donations	187	
100611-51444	Sheriff's Office	Non-Cap Equipment	Equipment for new 2019 patrol deputy, rolled to 2020	13,050	
100611-52011	Sheriff's Office	Explorer Post Expense	Rollover prior year contributions	7,200	
100612-42360	Sheriff - SMART	Grant Revenue	New Co-responder grant from Ofc of Behavioral Health		360,160
100612-51404	Sheriff - SMART	Grant Expense	New Co-responder grant from Ofc of Behavioral Health	360,160	
100621-51398	Animal Control	Spay/Neuter Expense	Rollover prior year donations & grants for spay/neuter program	23,256	
100621-51444	Animal Control	Donation Expense	Rollover prior year donations	173,986	
100621-51455	Animal Control	Humane Ed Donation Exp	Rollover prior year donations	2,659	
100630-42360	Emergency Manager	Grant Revenue	Rollover Mitigation Plan grant revenue		13,957
100630-52008	Emergency Manager	Special Projects	Rollover Mitigation plan grant expense	16,000	
100630-52053	Emergency Manager	IMG Fund	Rollover prior year fees	42,254	
100640-51430	Jail	Inmate Expense	Rollover prior year inmate revenues	10,686	
100640-51431	Jail	Commissary Expense	Rollover prior year commissary expense	2,384	
100660-51444	Water Rescue	Donation Expense	Rollover prior year donations	2,000	
101011-42360	Community/Sr Center	Grant Revenue	Additional grant funds from NWCCOG		11,000
101011-50120	Community/Sr Center	Salary Regular	Additional hours for care navigation position	12,058	
101011-51263	Community/Sr Center	Donation Expense	Rollover 2019 Donations	1,602	
101220-51212	Env. Health	Operating Supplies	Rollover funds for costume purchase	2,500	
101210-42360	Public Health	Grant Revenue	Remove grant revenue counted twice in 2020 budget	80,000	
101240-51444	Youth & Family	Donation Expense	Rollover prior year donations	28,815	
101420-50185	Facilities	PR Reimbursement	Correct adopted 2020 budget	50,000	
		Fund Balance	Fund Balance (decrease)		778,831
			TOTAL	1,218,823	1,218,823
AFFORDABLE HOUSING FUND					
250940-52008	Housing Operations	Special Projects	Transfer to Summit County Housing Authority	50,000	
			Fund Balance (decrease)		50,000
				50,000	50,000
LIBRARY FUND					
331110-51382	Library Operations	Library Materials	Online subscriptions	10,500	
331110-51501	Library Operations	Non-Capital Equipment	Furniture and technology	41,755	
			Fund Balance (decrease)		52,255
				52,255	52,255
ROAD & BRIDGE FUND					
201442-52008	Road & Bridge	Construction	Rollover rock scaling and Swan Mtn road treatment	75,000	
			Fund Balance (decrease)		75,000
				75,000	75,000
CAPITAL EXPENDITURES FUND					
500260-52400	Capital Exp Operations	Hardware/Software	Rollover capital projects not completed in 2019-printers, MDCs	55,650	
500611-52001	Capital Exp Operations	Capital Outlay	Sheriff vehicles not received in 2019	50,337	
500611-52001	Capital Exp Operations	Capital Outlay	Replacement of wrecked Sheriff's vehicle, \$12,000 ins rec'd	57,300	
501431-52001	Capital Exp Operations	Capital Outlay	4 Fleet vehicles, not received in 2019	120,000	
501420-52008	Capital Exp Operations	Special Projects	Rollover capital projects not completed in 2019	446,731	
501420-52504	Capital Exp Operations	Construction	Sand storage, Library design, ES remodel design	2,130,755	
			Fund balance (decrease)		2,860,773
				2,860,773	2,860,773
2010 FUND					
240940-51279	2010 Fund Ops	Housing Buydowns	Increase buydowns for 2020 plus rollover remaining 2019 funds	637,500	
			Fund balance (decrease)		637,500
				637,500	637,500
SOCIAL SERVICES FUND					
361031-51434	Social Services Ops	SB 94	Roll remaining funds to 2020	21,035	
			Fund balance (decrease)		21,035
				21,035	21,035
SOLID WASTE FUND					
721451-52504	Landfill Operations	Construction	Roll over cell construction remaining work	833,520	
			Fund balance (decrease)		833,520
				833,520	833,520
TRANSIT FUND					
211510-42360	Transit Operations	Grant Revenue	Additional 2020 grants		3,125,117
211510-67530	Transit Operations	Buildings	Transit Ops Center initial design	531,250	
211510-67550	Transit Operations	Improv. Other Than Bldg	Rollover Frisco Transportation Center budget from 2019	3,617,572	
211510-67610	Transit Operations	Buses/Transit Equipment	Rollover 1/2 electric buses from 2019; paratransit & low floor buses	1,525,782	
211510-51311	Transit Operations	Professional Asst.	Transit planning grant	50,000	
			Fund balance (decrease)		2,599,487
				5,724,604	5,724,604

RESOLUTION NO. 2020-___

**Before the Board of County Commissioners of the
County of Summit
State of Colorado**

ADOPTING SUPPLEMENTAL BUDGET AND APPROPRIATION FOR FISCAL YEAR 2020

WHEREAS, certain funds of the County have received, during fiscal year 2020, revenues which were not anticipated or not assured at the time of adoption of the 2020 Summit County budget, and/or certain funds have unappropriated surplus in 2020 and the Board of County Commissioners deems it appropriate to authorize the expenditure of these revenues or funds;

WHEREAS, this Resolution was noticed in a newspaper of general circulation in Summit County, and considered at a public meeting, as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, as follows:

Section 1. A supplemental budget and appropriation for Summit County for fiscal year 2020 is hereby approved and adopted, with the specific fund expending the monies, the amount of the supplemental budget and appropriation, the source of revenue, and the purpose of the budget and appropriation being as follows:

General Fund

Manager-Grant Revenue	\$ 54,875	Manager-Census Exp.	\$ 55,500
Sheriff SMART-Grant Revenue	360,160	Info. Sys.-Payroll Reimbursement	50,000
Emergency Mgr-Grant Revenue	13,957	EMS Board-Special Projects	15,112
Comm/Sr Center-Grant Revenue	11,000	Coroner-Salaries	14,000
Fund Balance	778,831	Clerk-Surcharge Expense	159,195
		Sheriff-Salary Expense	96,219
		Sheriff-Donation Expense	187
		Sheriff-Non Capital Equipment	13,050
		Sheriff-Explorer Post Exp	7,200
		Sheriff SMART-Grant Exp	360,160
		Animal Control-Spay Neuter Exp	23,256
		Animal Control-Donation Exp	173,986
		Animal Control-Humane Ed Exp	2,659
		Emergency Mgr-Spec. Projects	16,000
		Emergency Mgr-IMG Fund Exp	42,254
		Jail-Inmate Expense	10,686
		Jail-Commissary Expense	2,384
		Water Rescue-Donation Expense	2,000
		Comm/Sr Center-Salaries	12,058
		Comm./Sr Cntr.-Donation Exp	1,602
		Env. Health-Oper Supplies	2,500
		Public Health-Grant Revenue	80,000
		Youth & Family-Donation Exp	28,815
		Facilities Maint.-Payroll Reimb	50,000
TOTAL	\$1,218,823		\$1,218,823

Affordable Housing Fund

Fund Balance	\$ 50,000	Special Projects	\$ 50,000
TOTAL	\$ 50,000	TOTAL	\$ 50,000

Library Fund

Fund Balance	\$ 52,255	Library Materials	\$ 10,500
		Non Capital Equipment	41,755
TOTAL	\$ 52,255	TOTAL	\$ 52,255

Road & Bridge Fund

Fund Balance	\$ 75,000	Construction	\$ 75,000
TOTAL	\$ 75,000	TOTAL	\$ 75,000

Capital Expenditures Fund

Fund Balance	\$2,860,773	Computer Hardware/Software	\$ 55,650
		Capital Outlay	227,637
		Special Projects	446,731
		Construction	2,130,755
TOTAL	\$2,860,773	TOTAL	\$2,860,773

2010 Fund

Fund Balance	\$ 637,500	Housing Buydowns	\$ 637,500
TOTAL	\$ 637,500	TOTAL	\$ 637,500

Social Services Fund

Fund Balance	\$ 21,035	SB 94 Expense	\$ 21,035
TOTAL	\$ 21,035	TOTAL	\$ 21,035

Solid Waste Fund

Fund Balance	\$833,520	Construction	\$833,520
TOTAL	\$833,520	TOTAL	\$833,520

Transit Fund

Grant Revenue	\$3,125,117	Buildings	\$ 531,250
Fund Balance	2,599,487	Improv. Other than Buildings	3,617,572
		Buses/Transit Equipment	1,525,782
		Professional Assistance	50,000
TOTAL	\$5,724,604	TOTAL	\$5,724,604

Section 2. A certified copy of this resolution shall be filed with the Division of Local Government in the Department of Local Affairs.

ADOPTED this 25th day of Feb, 2020.

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY, COLORADO

ATTEST:

By: _____
Karn Stiegelmeier, Chair

Kathleen Neel, Clerk & Recorder



PLANNING DEPARTMENT

970.668.4200
www.SummitCountyCO.gov

0037 Peak One Dr. PO Box 5660
Frisco, CO 80443

STAFF MEMORANDUM

Date: Meeting of February 25, 2020

To: Board of County Commissioners

From: Lindsay Hirsh, Senior Planner

Subject: Request by the applicant to continue: PLN19-096, Preliminary Rezoning, Lot 2, Blue Sky Estates; PLN19-097, Final Rezoning, Lot 2, Blue Sky Estates; PLN19-098, Preliminary Plat, to subdivide Lot 2, Blue Sky Estates; PLN19-099, Final Plat to subdivide Lot 2, Blue Sky Estates.

Background:

These items were scheduled for consideration by the BOCC on February 25, 2020, however due to an issue with Xcel Energy regarding the final location for the utilities and easement, the applicant has requested a continuance to the March 24, 2020 BOCC meeting.

Because of the concurrent review of these projects, and the uncertainty of the final decision by Xcel Energy related to the location of utilities and easements, staff is recommending, and the applicant agrees, that the BOCC open and continue the public hearings to the March 24, 2020. This additional time will be sufficient for the applicant, Xcel and the project consultants to determine the final location of needed infrastructure.

Recommendation:

Continue these public hearing items to the March 24, 2020, meeting.

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com



February 13, 2020

Dear Lindsay,

Please accept this letter as our formal request to continue the Blue Sky Estates II rezoning and subdivision to the March 24th BOCC meeting. The project engineer and surveyor are coordinating the final location for the utilities and easements due to new direction from Xcel Energy.

Thank you for your help on this project.

Sincerely,

Chris Hawkins Digitally signed by Chris Hawkins
Date: 2020.02.13 10:43:07 -07'00'

Chris Hawkins, AICP
Alpine Planning, LLC

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com
alpineplanningllc.com



Summit County Planning Department
Lindsay Hirsh, Senior Planner
0037 Peak One Drive
Frisco, CO 80443

Sent via Email to: Lindsay.hirsh@summitcountyco.gov

February 17, 2020

Dear Lindsay,

Please accept this letter as our formal request to continue the Blue Sky Estates II rezoning and subdivision to the March 31th BOCC meeting. The project engineer and surveyor are coordinating the final location for the utilities and easements due to new direction from Xcel Energy.

Thank you for your help on this project.

Sincerely,

Chris Hawkins, AICP
Alpine Planning, LLC



PLANNING DEPARTMENT

970.668.4200
www.SummitCountyCO.gov

0037 Peak One Dr. PO Box 5660
Frisco, CO 80443

STAFF MEMORANDUM

Date: Meeting of February 25, 2020

To: Board of County Commissioners

From: Lindsay Hirsh, Senior Planner

Subject: Request by the applicant to continue: PLN19-096, Preliminary Rezoning, Lot 2, Blue Sky Estates; PLN19-097, Final Rezoning, Lot 2, Blue Sky Estates; PLN19-098, Preliminary Plat, to subdivide Lot 2, Blue Sky Estates; PLN19-099, Final Plat to subdivide Lot 2, Blue Sky Estates.

Background:

These items were scheduled for consideration by the BOCC on February 25, 2020, however due to an issue with Xcel Energy regarding the final location for the utilities and easement, the applicant has requested a continuance to the March 24, 2020 BOCC meeting.

Because of the concurrent review of these projects, and the uncertainty of the final decision by Xcel Energy related to the location of utilities and easements, staff is recommending, and the applicant agrees, that the BOCC open and continue the public hearings to the March 24, 2020. This additional time will be sufficient for the applicant, Xcel and the project consultants to determine the final location of needed infrastructure.

Recommendation:

Continue these public hearing items to the March 24, 2020, meeting.

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com



February 13, 2020

Dear Lindsay,

Please accept this letter as our formal request to continue the Blue Sky Estates II rezoning and subdivision to the March 24th BOCC meeting. The project engineer and surveyor are coordinating the final location for the utilities and easements due to new direction from Xcel Energy.

Thank you for your help on this project.

Sincerely,

Chris Hawkins Digitally signed by Chris Hawkins
Date: 2020.02.13 10:43:07 -07'00'

Chris Hawkins, AICP
Alpine Planning, LLC

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com
alpineplanningllc.com



Summit County Planning Department
Lindsay Hirsh, Senior Planner
0037 Peak One Drive
Frisco, CO 80443

Sent via Email to: Lindsay.hirsh@summitcountyco.gov

February 17, 2020

Dear Lindsay,

Please accept this letter as our formal request to continue the Blue Sky Estates II rezoning and subdivision to the March 31th BOCC meeting. The project engineer and surveyor are coordinating the final location for the utilities and easements due to new direction from Xcel Energy.

Thank you for your help on this project.

Sincerely,

Chris Hawkins, AICP
Alpine Planning, LLC



PLANNING DEPARTMENT

970.668.4200

www.SummitCountyCO.gov

0037 Peak One Dr. PO Box 5660

Frisco, CO 80443

STAFF MEMORANDUM

Date: Meeting of February 25, 2020

To: Board of County Commissioners

From: Lindsay Hirsh, Senior Planner

Subject: Request by the applicant to continue: PLN19-096, Preliminary Rezoning, Lot 2, Blue Sky Estates; PLN19-097, Final Rezoning, Lot 2, Blue Sky Estates; PLN19-098, Preliminary Plat, to subdivide Lot 2, Blue Sky Estates; PLN19-099, Final Plat to subdivide Lot 2, Blue Sky Estates.

Background:

These items were scheduled for consideration by the BOCC on February 25, 2020, however due to an issue with Xcel Energy regarding the final location for the utilities and easement, the applicant has requested a continuance to the March 24, 2020 BOCC meeting.

Because of the concurrent review of these projects, and the uncertainty of the final decision by Xcel Energy related to the location of utilities and easements, staff is recommending, and the applicant agrees, that the BOCC open and continue the public hearings to the March 24, 2020. This additional time will be sufficient for the applicant, Xcel and the project consultants to determine the final location of needed infrastructure.

Recommendation:

Continue these public hearing items to the March 24, 2020, meeting.

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com



February 13, 2020

Dear Lindsay,

Please accept this letter as our formal request to continue the Blue Sky Estates II rezoning and subdivision to the March 24th BOCC meeting. The project engineer and surveyor are coordinating the final location for the utilities and easements due to new direction from Xcel Energy.

Thank you for your help on this project.

Sincerely,

Chris Hawkins Digitally signed by Chris Hawkins
Date: 2020.02.13 10:43:07 -07'00'

Chris Hawkins, AICP
Alpine Planning, LLC

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com
alpineplanningllc.com



Summit County Planning Department
Lindsay Hirsh, Senior Planner
0037 Peak One Drive
Frisco, CO 80443

Sent via Email to: Lindsay.hirsh@summitcountyco.gov

February 17, 2020

Dear Lindsay,

Please accept this letter as our formal request to continue the Blue Sky Estates II rezoning and subdivision to the March 31th BOCC meeting. The project engineer and surveyor are coordinating the final location for the utilities and easements due to new direction from Xcel Energy.

Thank you for your help on this project.

Sincerely,

Chris Hawkins, AICP
Alpine Planning, LLC