

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
COLORADO DEPARTMENT OF NATURAL RESOURCES  
AND  
ADAMS COUNTY  
FOR  
COOPERATIVE WILDFIRE PROTECTION  
Pursuant to CRS §24-33.5-1221 as amended by HB 14-1210**

**A. PARTIES**

This Intergovernmental Agreement ("IGA") is made by and between Adams County acting through its Board of County Commissioners (the "County"), the Sheriff of the County (the "Sheriff"), and the State of Colorado, acting by and through the Colorado Department of Natural Resources, Colorado Division of Parks and Wildlife, 1313 Sherman St., Room 618, Denver, Colorado 80203 ("CPW"), and the Colorado Department of Public Safety, Division of Fire Prevention and Control, 690 Kipling Street, Suite 200, Lakewood, CO 80215 ("DFPC"). Both CPW and DFPC individually or together may also be referred to as the "State" throughout the IGA.

**B. EFFECTIVE DATE AND NOTICE OF NONLIABILITY**

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

**C. RECITALS**

**1. Authority**

The Parties are entering into this IGA pursuant to CRS §24-33.5-1221, as most recently amended by House Bill 14-1210 (the "Statute"). Authority to enter into this IGA is contained in the Colorado Constitution Article XIV §18(2)(a) and in CRS §§24-33.5-1221, 29-1-203, 33-1-101, 33-1-104, 33-1-105, 33-9-101, 33-9-109 et seq., 33-10-101, 33-10-106, and 33-10-107. Nothing in this IGA alters or affects the manner in which Wildland Fire suppression activities or costs are handled during existing mutual aid periods as defined in the AOP or pursuant to any other existing agreement.

**2. Consideration**

The Parties acknowledge that the requirements of CRS §24-33.5-1221, the mutual promises and covenants contained herein, and other good and valuable consideration are sufficient and adequate to support this IGA.

**3. Exhibits**

The following are attached hereto and incorporated by reference herein: **EXHIBIT A** (Reimbursement Request), **EXHIBIT B** (Sample Option Letter).

**4. Purpose**

The purpose of this IGA is to comply with CRS §24-33.5-1221 and address mitigation and suppression of Wildland Fires affecting CPW Land within the County.

**5. References**

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

**D. DEFINITIONS**

As used in this IGA, the following terms shall have the meaning ascribed to them in this section. These terms are in addition to terms defined otherwise in this IGA and defined in CRS §24-33.5-1221.

**1. Annual Operating Plan or AOP**

“AOP” means a planning document regarding how interparty cooperation is to be implemented within the County. It is intended that any such document will be adopted on an annual basis by, between and among pertinent parties. Such parties might include the County, the Sheriff, DFPC, federal land agencies, and/or other participants.

**2. CPW Land**

“CPW Land” means all Forest Land, Rangeland, and Wildland Areas that are owned by CPW and located within the County, provided however that, pursuant to CRS §24-33.5-1221 the following are excluded from the definition of CPW Land: all lands within the boundaries of incorporated cities or towns; lands owned or controlled by the federal government or any agency thereof; and, land in which CPW merely holds a right-of-way interest or conservation easement, or state trust lands. CPW will provide the County with an inventory and map of CPW Land located within a County at the outset of the IGA and upon request by the County.

**3. CRS**

“CRS” means the Colorado Revised Statutes, as amended.

**4. Federal Land**

“Federal Land” as defined by CRS §34-33-103(9) means any land, including mineral interests, owned by the United States, but excluding Tribal Lands.

**5. Fire Use Restrictions**

“Fire Use Restrictions” means any burning restriction enacted pursuant to CRS §24-33.5-1225 or by the County pursuant to CRS §30-15-401(1)(n.5)(I).

**6. Forest Land**

“Forest Land” as defined by CRS §24-33.5-1221(2)(a)(I) means land of which at least 10 percent is stocked by forest trees of any size and includes land that formerly had such tree cover and that will be naturally or artificially regenerated. Forest Land includes roadside, streamside, and shelterbelt strips of timber having a crown width of at least 120 feet. Forest Land includes unimproved roads and trails, streams, and clearings that are less than 120 feet wide.

**7. Incident Commander**

“Incident Commander” as defined by CRS §29-22.5-102(2) means the individual responsible for the overall management of the incident including developing incident

objectives and managing all incident operations, by virtue of explicit legal, agency, or delegated authority.

**8. Intergovernmental Agreement or IGA**

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

**9. National Fire Incident Reporting System or NFIRS**

“National Fire Incident Reporting System” or “NFIRS” means the reporting standards system established by the United States Fire Administration.

**10. National Wildfire Coordinating Group or NWCG**

“National Wildfire Coordinating Group” or “NWCG” means the operational group established through the U.S. Department of Agriculture, U.S. Department of the Interior, International Association of Fire Chiefs, Intertribal Timber Council, National Association of State Foresters, and the U.S. Fire Administration, and which provides national leadership to develop, maintain, and communicate interagency standards, guidelines, qualifications, training and other capabilities that enable interoperable wildland fire operations among federal and non-federal entities.

**11. Party or Parties**

“Party” means the County, the Sheriff, CPW, or DFPC, and “Parties” mean the County, the Sheriff, CPW, and DFPC, or a combination of them.

**12. Rangeland**

“Rangeland” as defined by CRS §24-33.5-1221(2)(a)(II) means an expanse of land that is unforested and on which it is suitable for livestock to wander and graze.

**13. Resource Advisor**

“Resource Advisor” means the party primarily responsible for identifying and evaluating potential impacts and benefits of Wildland Fires on natural and cultural resources.

**14. State Fiscal Year**

“State Fiscal Year” means the period of time from July 1 of each calendar year through and including June 30 of the following calendar year.

**15. State Responsibility Fire**

“State Responsibility Fire” means a Wildland Fire that exceeds the County and the Sheriff’s capability to control or extinguish and for which DFPC has determined that the fire meets the criteria for the Emergency Fire Fund.

**16. Tribal Land**

“Tribal Land” means all lands, including, but not limited to, mineral interests and rights-of-way, within the exterior boundaries of any federal Indian reservation, notwithstanding the issuance of any patent, including mineral interests held in trust for or supervised by any Indian tribe.

**17. Wildland Area**

“Wildland Area.” Pursuant to CRS § 24-33.5-1221(2)(a)(IV), “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.

**18. Wildland Fire**

“Wildland Fire.” As defined in CRS §24-33.5-1221(2)(a)(V), “Wildland Fire” means an unplanned or unwanted fire in a forest land, rangeland, or Wildland Area, including an unauthorized human-caused fire in a forest land, an out-of-control prescribed fire, and any other fire in a forest land, rangeland, or Wildland Area where the objective is to extinguish the fire.

**19. Wildfire Emergency Response Fund**

“Wildfire Emergency Response Fund” means those funds available to DFPC pursuant to CRS §24-33.5-1226.

**20. Wildfire Suppression Costs**

“Wildfire Suppression Costs” means the costs incurred to suppress any Wildland Fire.

**E. MITIGATION AND SUPPRESSION OF WILDLAND FIRES****1. Relationship between the County and the Sheriff**

The responsibilities of and division of duties between the County and the Sheriff are governed by applicable law.

**2. Procedures for Cooperation and Coordination**

The procedures for cooperation and coordination among the Parties are as follows:

**i. Notification**

The County shall notify the DFPC Fire Management Officer or the DFPC Fire Duty Officer of fire suspected on CPW Land within 24 hours of the County becoming aware of a fire or suspected fire. CPW shall provide notification to the DFPC Fire Duty Officer of any fire suspected on CPW lands within 24 hours of becoming aware of a fire or suspected fire.

**ii. Reporting**

Prior to or concurrently with the submission of any reimbursement request under this IGA, the County shall ensure that the Wildland Fire incident information is entered into NFIRS and shall provide DFPC with geographic information systems data or a detailed map of the Wildland Fire perimeter.

**3. Management Objectives**

The management objectives of CPW are as follows:

**i. Prevention****a. Fire Use Restriction**

Under the terms of the County’s AOP, if applicable, CPW will coordinate with the County in complying with Fire Use Restrictions.

**b. Media**

The Parties may coordinate public fire prevention messages provided to the media.

**ii. Preparedness**

CPW may, in coordination with the County, develop fire management plans and/or emergency operations plans for CPW Land to identify fire management objectives. CPW shall share any pre-determined or developed fire management plans for CPW Lands located within the County with the County.

**iii. Mitigation**

CPW will plan, prioritize and implement hazardous fuels reduction and defensible space projects, as funding allows, on CPW Land using recognized standards or

best practices. CPW, in its sole discretion, will include fuels reduction and Wildland Fire prevention goals in habitat improvement projects in the Wildland Area-urban interface to the extent that CPW determines it possible.

iv. Suppression

Wildland Fire suppression responsibilities on non-Federal Lands in Colorado are governed by CRS §29-22.5-103 and §30-10-513, which sets forth a hierarchy of local jurisdiction from County Sheriff to State of Colorado, with the DFPC being the lead state agency for Wildland Fire management.

a. Resource Advisor

Under the terms of the County's AOP, if applicable, CPW regional staff or their designee may act as a Resource Advisor for Wildland Fires occurring within the County on CPW Land in accordance with NWCG standards contained in the Resource Advisor's Guide for Wildland Fire, publication #313.

b. Reimbursement

CPW will make reimbursement funding available for the County for Wildfire Suppression Costs in accordance with §G.

v. Reclamation

CPW is responsible for all reclamation activities designed to restore damage from suppression activities on CPW Land.

vi. Rehabilitation

CPW is responsible for the cost of long term post-fire rehabilitation on CPW Land, including but not limited to restoration of habitat, and reducing threats of noxious weeds and erosion.

## **F. EMERGENCY AND MUTUAL AID RESOURCES**

In the event of Wildland Fires, emergency and mutual aid resources may be available from multiple nonprofit, local, state, and federal fire agencies pursuant to applicable cooperative agreements, mutual aid agreements, and AOPs. This IGA is not intended to affect, limit, or reduce any Party's access to, application for, or acquisition of any such other aid resources that may become available outside of this IGA.

## **G. REIMBURSEMENTS TO THE COUNTY**

### **1. Reimbursement**

- i. CPW shall, in accordance with the provisions of this IGA, provide reimbursement to the County for certain costs the County and/or Sheriff incurs during the suppression of a Wildland Fire on CPW Land. The total amount of such reimbursement will be based on a cost share method included in the AOP if applicable, or the overall cost of suppression efforts incurred during any such Wildland Fire and the ratio of CPW Land to non-CPW Land involved in the Wildland Fire if the AOP is not applicable. Costs incurred during the mutual aid period or recoverable through other mechanisms, including but not limited to the Wildland Emergency Response Fund and the Colorado Firefighting Air Corps, and costs incurred by the County or Sheriff during a State Responsibility Fire, including those related to the County's minimum commitment, are not subject to reimbursement through this IGA..

- ii. To obtain reimbursement for eligible suppression costs, the Sheriff, the County, or both shall submit to DFPC a completed reimbursement request as provided in **Exhibit A**.
- iii. DFPC shall review each reimbursement request submitted in accordance with the provisions of this IGA and, if validated and funds are available, pay the amount of approved reimbursement to the requesting Party.
- iv. The following are conditions precedent to approval of any reimbursement request:
  - a. The County shall have made notification and ensured reporting as set forth in §E.2.i and §E.2.ii.
  - b. DFPC receives the reimbursement request as submitted in accordance with §K in writing in the same State Fiscal Year in which Wildfire Suppression Costs, for which the County or Sheriff seek reimbursement, are incurred. If the County cannot submit a final reimbursement request within the same State Fiscal Year, the County may provide a written estimate of the anticipated expenses within 10 days from the end of the pertinent State Fiscal Year. Estimates submitted by the County under this section are necessary for State accounting purposes and should contain basic information related to the expected amount of expenses incurred.
  - c. The County or Sheriff provides documentation of costs in form and substance acceptable to DFPC.
  - d. CPW and DFPC validate the costs as reimbursable in accordance with the provisions of this IGA and as required by statute.

## 2. **Maximum Amount**

- i. The maximum amount payable over the entire term of this IGA by CPW pursuant to statute and this IGA is \$626,500. The actual amount payable arises on a discrete Wildland Fire incident per State Fiscal Year basis. This amount is drawn from pooled funding for all counties, including the County, who enter into a like intergovernmental agreement with the State pursuant to CRS §24-33.5-1221. As such, the State will make reimbursements under the IGA or to other counties on a first-come, first-reimbursed basis, determined by date and time when DFPC receives a complete and acceptable reimbursement request pursuant to this IGA, until available funds are fully expended either in payment under this IGA or to other counties. CPW does not guarantee any minimum reimbursement or that there are funds available for any reimbursement under this IGA. Funding for reimbursement of Wildfire Suppression Costs derives from appropriations approved by the Colorado General Assembly for the purpose of this IGA, and payments under this IGA are limited to the unpaid obligated balance of such appropriations, on a State Fiscal Year basis. The maximum amount payable by the State under this IGA during each State Fiscal Year is \$89,500.
- ii. The State is prohibited by law from making commitments beyond the term of the State's current fiscal year. Therefore, payments under this IGA beyond the State's current Fiscal Year are contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions contained in §M of this IGA. If federal funds are used to fund this IGA, in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this IGA shall be made only from available

funds encumbered for this IGA, and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this IGA, the State may terminate this IGA immediately, in whole or in part, without further liability in accordance with the provisions hereof.

### 3. **Erroneous Payments**

At the State's sole discretion, the State may recover payments that were made in error under this IGA to the County or Sheriff.

## **H. TERM AND TERMINATION**

1. The Parties' respective performances under the initial term of this IGA shall commence on the later of either the Effective Date or January 1, 2017. This IGA shall terminate on **June 30, 2023** unless sooner terminated or further extended as specified elsewhere herein.
  - a. This IGA shall automatically terminate upon the date CRS §24-33.5-1221 is repealed if repealed.
  - b. This IGA shall automatically terminate if the Parties enter into a separate agreement that satisfies the requirements of CRS §24-33.5-1221.
  - c. The County may terminate this IGA by providing written notice of termination to CPW as provided in **§K**.
  - d. CPW, at its discretion, shall have the option to extend the performance under this IGA beyond the initial term for a period, or for successive periods, of one and half years (18 months) or less under the same terms specified in this IGA (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to County in a form substantially equivalent to **Exhibit B**. Except as stated in **§H.1.e.**, the total duration of this Agreement, including the exercise of any options to extend, shall not exceed 10 years from its Effective Date absent prior approval from the State Purchasing Director in accordance with the Colorado Procurement Code.
  - e. CPW, at its discretion and upon written notice to the County and DFPC, shall have the option to extend the performance under this IGA for a period not to exceed two months if the Parties are negotiating a replacement IGA at or near the end of the initial term or renewal term. The provisions of this IGA in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two-month extension. The two month extension shall immediately terminate when and if a replacement IGA is approved and signed by the Colorado State Controller.

## **I. REMEDIES**

If any Party fails to perform as required under this IGA, any other Party may send notice of such non-performance as provided in **§K**. Such notice shall describe the non-performance, the action or actions the non-performing Party needs to take to cure the non-performance, and the date by when such action or actions need to occur. If the non-performing Party fails to cure the non-performance, the other Party or Parties may avail themselves of remedies available by law.

**J. DISPUTE RESOLUTION**

In the event of disputes concerning performance hereunder or otherwise related to this IGA, the Parties shall attempt to resolve them at the lowest staff level practicable. If this fails, disputes shall be referred to senior departmental management staff designated by each Party. If this fails, the Director of CPW, the Director of DFPC, the Sheriff, and a representative of the County's Board of Commissioners shall meet and attempt resolution. If this fails, a Party may seek judicial relief.

**K. NOTICES**

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

**CPW**

Matt Schulz  
Division of Parks and Wildlife  
6060 Broadway  
Denver, CO 80216  
303-291-7152  
Matt.Schulz@state.co.us

**DFPC**

Director Mike Morgan  
690 Kipling Street, Suite 2000  
Lakewood, CO 80215  
303-239-5865  
Mike.Morgan@state.co.us

**COUNTY**

Todd Leopold  
County Manager  
4430 S. Adams County Parkway  
Brighton, CO 80601  
720-523-6864  
tleopold@adcogov.org

**SHERIFF**

Sheriff Michael T. McIntosh  
Adams County Sheriff's Office  
332 N. 19<sup>th</sup> Ave.  
Brighton, CO 80601  
303-655-3215  
mmcintosh@adcogov.org

**L. GENERAL PROVISIONS****1. Assignment and Subcontracts**

Each Party's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts, or subcontractors approved by any Party are subject to all of the provisions hereof.

**2. Binding Effect**

All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

**3. Captions**

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



**4. CORA Disclosure**

To the extent not prohibited by federal law, this IGA and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-200.1, et seq.

**5. Counterparts**

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

**6. Jurisdiction and Venue**

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

**7. Entire Understanding**

This IGA represents the complete integration of all understandings related to CRS §24-33.5-1221 between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

**8. Modifications****i. By the Parties**

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

**ii. By Operation of Law**

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

**9. Order of Precedence**

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

- i. The Colorado Special Provisions
- ii. The provisions of the main body of the IGA
- iii. Exhibit A (Reimbursement Request)
- iv. Exhibit B (Sample Option Letter)

**10. Severability**

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

**11. Survival of Certain IGA Terms**

Notwithstanding anything herein to the contrary, provisions of this IGA requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable if any Party fails to perform or comply as required

**12. Taxes**

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

**13. Third Party Beneficiaries**

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

**14. Waiver**

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

**M. COLORADO SPECIAL PROVISIONS**

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

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

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

**2. FUND AVAILABILITY. CRS §24-30-202(5.5).**

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

**3. GOVERNMENTAL IMMUNITY.**

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

**4. County shall perform its duties independently and not as an employee of the State.**

Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for County or any of its agents or employees. Unemployment insurance benefits will be available to County and its employees and agents only if such coverage is made available by County or a third party. County shall pay when due all applicable employment taxes and income taxes and local

head taxes incurred pursuant to this IGA. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. County shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

**5. COMPLIANCE WITH LAW.**

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

**6. CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this IGA. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this IGA, to the extent capable of execution.

**7. BINDING ARBITRATION PROHIBITED.**

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

**8. SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00.

State or other public funds payable under this IGA shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. County hereby certifies and warrants that, during the term of this IGA and any extensions, County has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that County is in violation of this provision, the State may exercise any remedy available at law or in equity or under this IGA, including, without limitation, immediate termination of this IGA and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18201 and 24-50-507.**

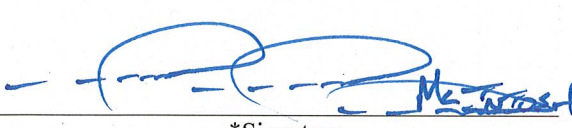
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this IGA. County has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the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

SPs Effective 1/1/09

**SIGNATURE PAGE****THE PARTIES HERETO HAVE EXECUTED THIS IGA**

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

**\*\*Signatory avers to the State Controller or delegate that County has not begun performance or that a Statutory Violation waiver has been requested under Fiscal Rules**

<p align="center"><b>COUNTY</b> <b>Adams County</b></p> <p>By: Eva J. Henry Title: Chair, Board of County Commissioners</p> <p>_____</p> <p align="center">*Signature</p> <p>Date: _____</p>	<p align="center"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor (for) Robert Randall, Executive Director Department of Natural Resources Colorado Division of Parks and Wildlife</p> <p>_____</p> <p align="center">Signature**</p> <p>By: _____</p> <p>Date: _____</p>
<p align="center"><b>COUNTY SHERIFF</b></p> <p>By: Michael T. McIntosh Title: Sheriff</p> <p></p> <p>_____</p> <p align="center">*Signature</p> <p>Date: <u>Jan 24, 2017</u></p>	<p align="center"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor (for) Mike Morgan, Director Department of Public Safety, Division of Fire Prevention and Control</p> <p>_____</p> <p align="center">Signature</p> <p>By: _____</p> <p>Date: _____</p>

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

<p><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____</p> <p>Maggie Van Cleef, DNR Purchasing Director</p> <p>Date: _____</p>
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APPROVED AS TO FORM  
COUNTY ATTORNEY





# Cooperator Incident Assignment Invoice - 2016

CDPS Division of Fire Prevention & Control

CDPS Division of Homeland Security & Emergency Management

-----For Office Use Only-----  
CORE Doc ID # \_\_\_\_\_  
DFPC Log/Inv # \_\_\_\_\_

From Cooperator/Department \_\_\_\_\_ Date \_\_\_\_\_

Is this part of a reassignment? \_\_\_\_\_ of \_\_\_\_\_

Incident Name: \_\_\_\_\_  
Incident Number: \_\_\_\_\_  
Incident Financial Code: \_\_\_\_\_  
Resource Request # & Name/Equip ID: \_\_\_\_\_  
Incident Assignment Dates: \_\_\_\_\_

For local incidents only:  
Mutual aid applies?  
Yes or No

Total Personnel: \$ \_\_\_\_\_  
Total Travel: \$ \_\_\_\_\_  
Total Equipment: \$ \_\_\_\_\_  
Total Fuel: \$ \_\_\_\_\_  
Total Equipment Transport: \$ \_\_\_\_\_  
Total Invoice Preparation: \$ \_\_\_\_\_  
Total Repair/Replacement: \$ \_\_\_\_\_  
**Total Reimbursement Request: \$ 0.00**

-----For Office Use Only-----  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Send payment to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that this request and the documentation included for reimbursement are correct and accurate.

**Required Signature:** Chief or Authorized Representative

Date \_\_\_\_\_

For Office Use Only

Vendor ID # \_\_\_\_\_

DFPC # \_\_\_\_\_ Coding: 27B0 - RCAA - CCRF - RCBPNC - 2820 - \_\_\_\_\_ \$ \_\_\_\_\_  
FUND UNIT APPR T.O. PRGM  
DFPC # \_\_\_\_\_ Coding: \_\_\_\_\_ - RCAA - \_\_\_\_\_ - 2820 - \_\_\_\_\_ \$ \_\_\_\_\_  
DFPC # \_\_\_\_\_ Coding: \_\_\_\_\_ - RCAA - \_\_\_\_\_ - 2820 - \_\_\_\_\_ \$ \_\_\_\_\_  
DFPC # \_\_\_\_\_ Coding: \_\_\_\_\_ - RCAA - \_\_\_\_\_ - 2820 - \_\_\_\_\_ \$ \_\_\_\_\_

<b>Original Contract: 17-FIRE-</b>	<b>Option #</b>
<b>CT PMAA 2017*</b>	<b>Option CMS #</b>

## EXHIBIT B -OPTION LETTER

**SUBJECT:** Option to add services.

In accordance with Section H.1.d. of the Original Agreement, dated \_\_\_\_\_, routing number CMS # \_\_\_\_\_ between \_\_\_\_\_ County acting through its Board of County Commissioners (the "County"), the Sheriff of the County (the "Sheriff"), and the State of Colorado, acting by and through the Colorado Department of Natural Resources, Colorado Division of Parks and Wildlife, 1313 Sherman St., Room 618, Denver, Colorado 80203 ("CPW"), and the Colorado Department of Public Safety, Division of Fire Prevention and Control, 690 Kipling Street, Suite 200, Lakewood, CO 80215 ("DFPC"), CPW hereby exercises its option for additional services beginning the Effective Date of this Option Letter and ending on **[insert end date]** per the following terms:

The Effective Date of this Option Letter is upon approval of the State Controller or [Date], whichever is later.

### THE STATE HAS EXECUTED THIS OPTION LETTER

#### STATE OF COLORADO

John W. Hickenlooper, Governor  
Department of Natural Resources  
Robert W. Randall, Executive Director  
Colorado Parks and Wildlife

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title of Signatory

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

### ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: \_\_\_\_\_  
Maggie Van Cleef, DNR Purchasing Director

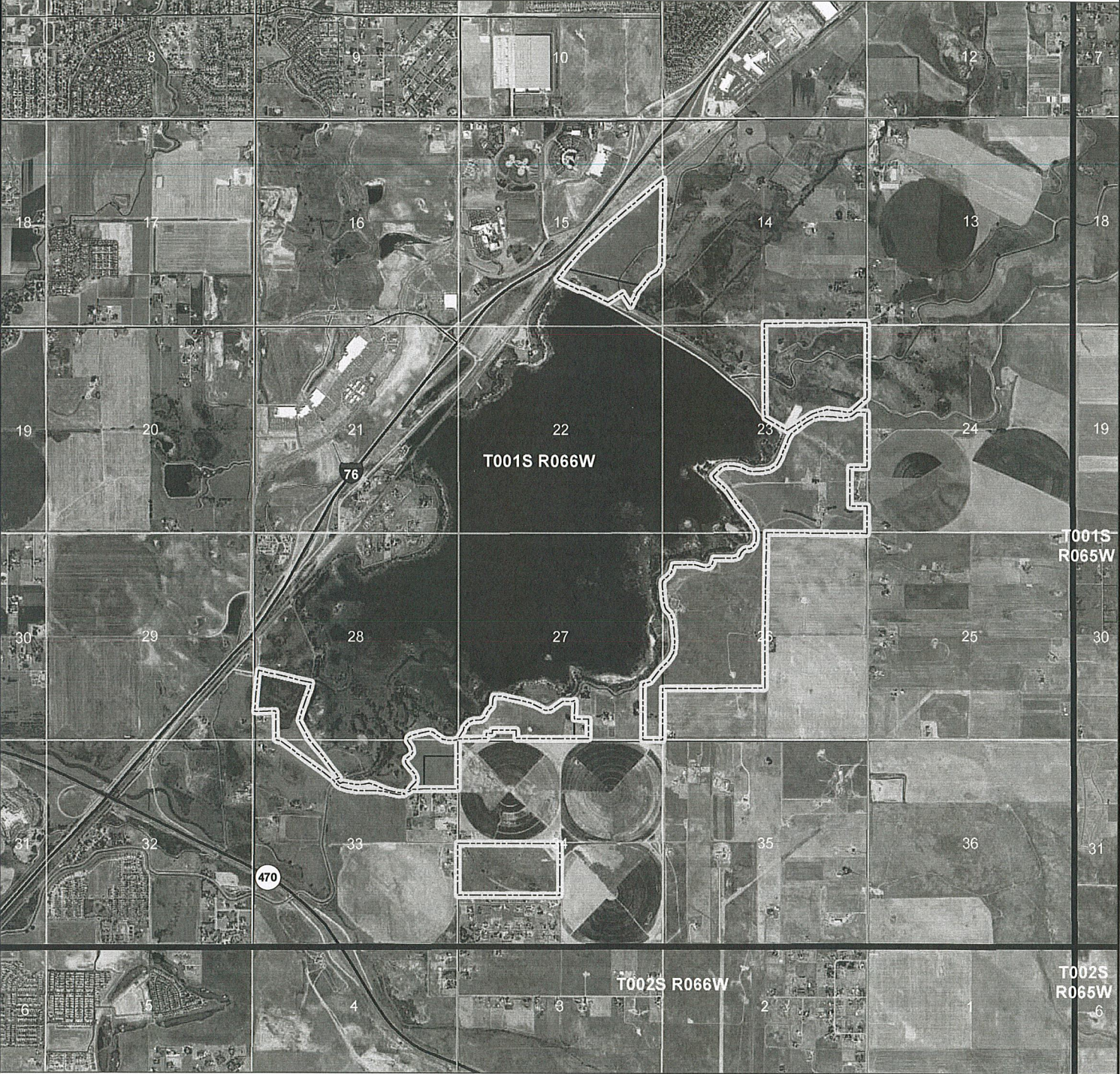
Date: \_\_\_\_\_



ADAMS  
Barr Lake State Park  
Acres 866



Cartographic Information-  
Map Datum: NAD83  
Map Projection: UTM, Clarke 1866  
Units: Meters  
UTM Zone: 13 North

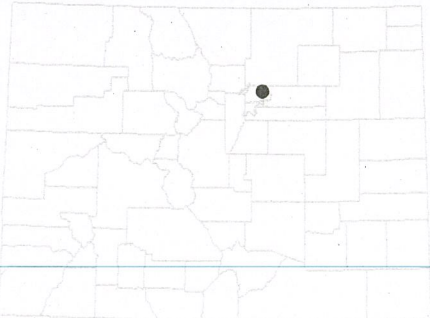


Fee Title	<b>Extra Parcel Information</b>	88888 Canterbury BAR006f1
Other Fee Title Parcels - In Area	<b>TransID   Parcel Name   SPParcelID</b>	88888 Canterbury - Conservation Fund BAR027f
County Boundary	88888 Flo & Ron Green BAR012f	88888 Jay Guy BAR011f
Township Range BLM GCDB	88888 Canterbury BAR006f	88888 Pollard BAR014f
Sections BLM GCDB	88888 Bergman BAR024f	88888 HGL&D BAR010f
Roads	88888 Rancho Lorraine BAR015f	88888 Strahm BAR018f
	88888 Leech BAR004f	88888 Ackard  BAR021f
	88888 Barr Lake Estates BAR007f	88888 Ron Green BAR009f

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0 2,250 4,500 9,000  
Feet



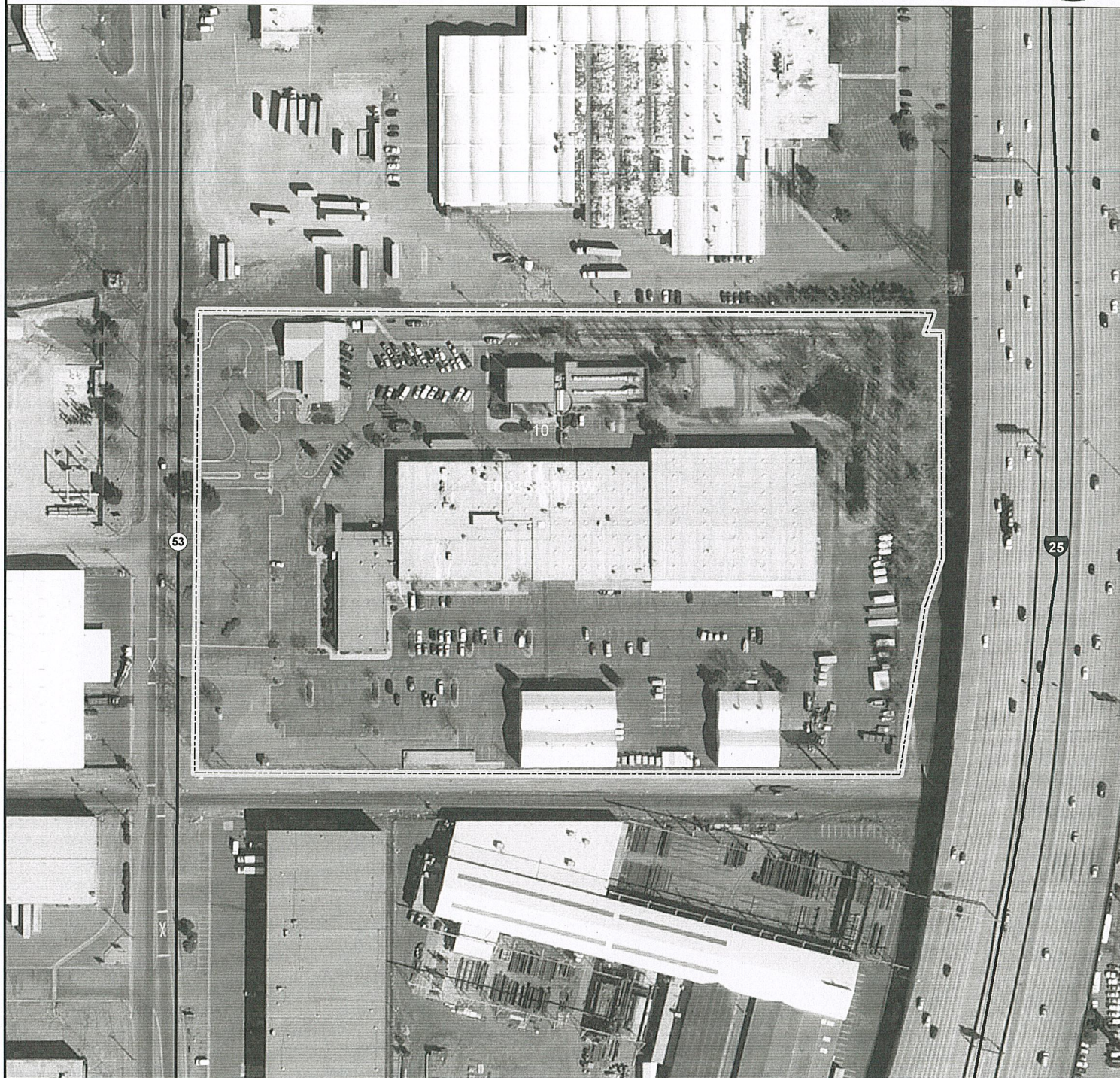


# ADAMS

## Denver Headquarters SAA

Acres 15

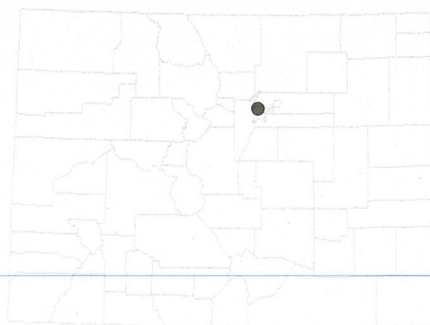
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Map Projection: UTM, Clarke 1866  
Units: Meters  
UTM Zone: 13 North



- ☐ Fee Title Parcels
- ☐ Other Fee Title Parcels - In Area
- ☒ Township Range BLM GCDB
- ☐ Sections BLM GCDB
- ☐ County Boundary
- ☐ Roads
- Extra Parcel Information** TransID | Parcel Name | SPParcelID
- ☐ 610|Denver Headquarters SAA|NA

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0 120 240 480 Feet





# ADAMS Henderson SAA Acres 9

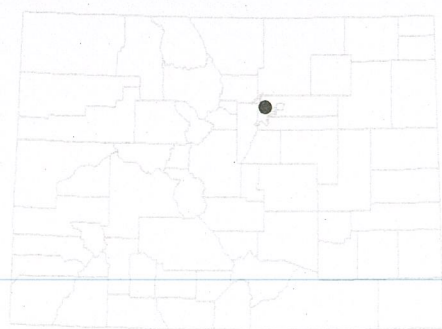
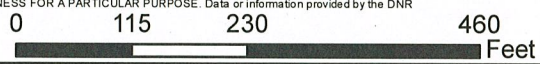


Cartographic Information-  
Map Datum: NAD83  
Map Projection: UTM, Clarke 1866  
Units: Meters  
UTM Zone: 13 North



- Fee Title Parcels
  - Other Fee Title Parcels - In Area
  - Township Range BLM GCDB
  - Sections BLM GCDB
  - County Boundary
  - Roads
- Extra Parcel Information**
- | TransID | Parcel Name      | SPParcelID |
|---------|------------------|------------|
| 3969    | Henderson SAA\NA |            |

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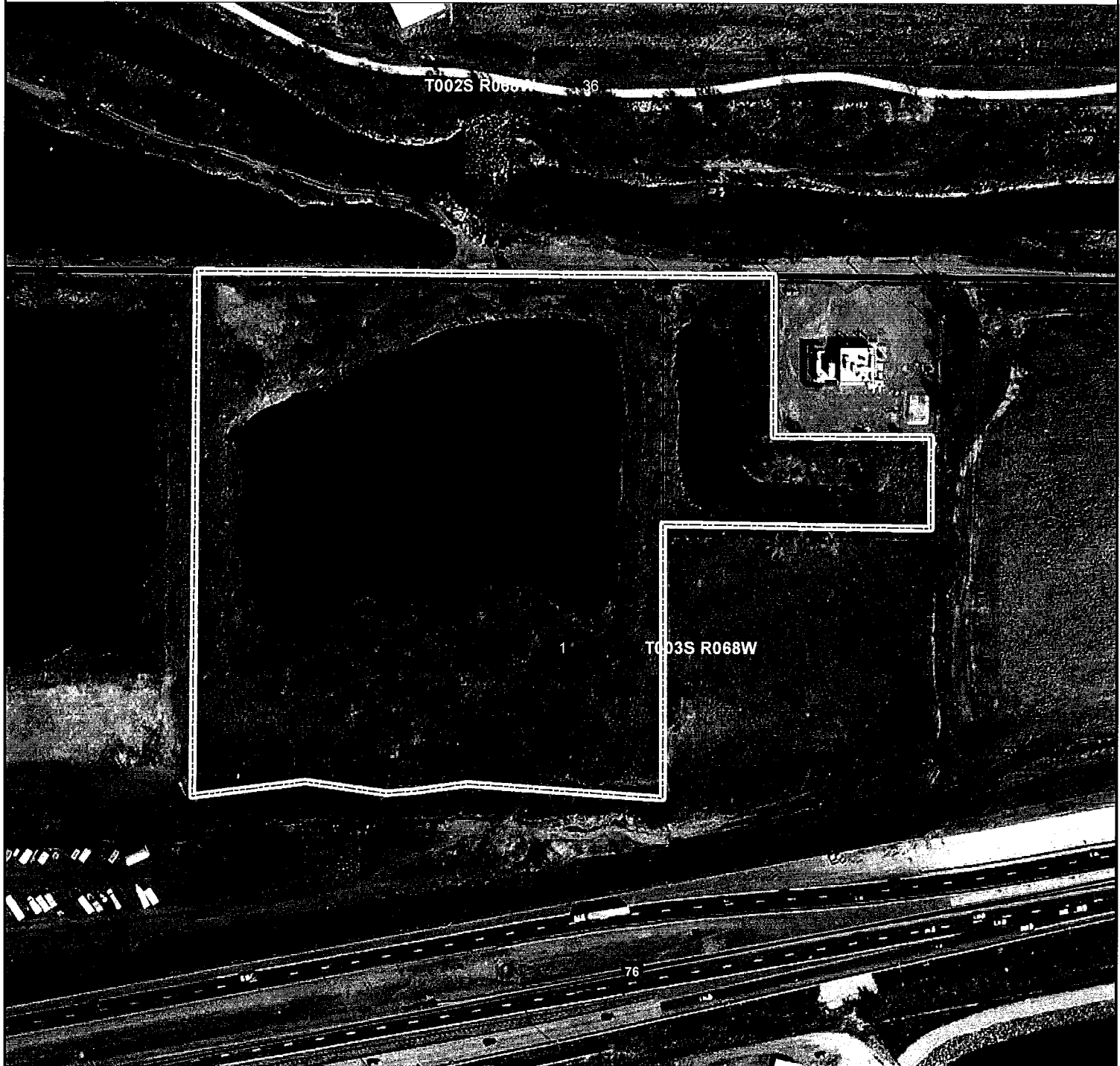


# ADAMS

## Sandoval Pond SAA EXCHG

### Acres 10

Cartographic Information-  
Map Datum: NAD83  
Map Projection: UTM, Clarke 1866  
Units: Meters  
UTM Zone: 13 North



	Fee Title Parcels	<b>Extra Parcel Information</b>	<b>TransID   Parcel Name   SPParcelID</b>
	Other Fee Title Parcels - In Area		800 Sandoval Pond SAA EXCHG NA
	Township Range BLM GCDB		802 Siegrist Parcel NA
	Sections BLM GCDB		
	County Boundary		
	Roads		

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