

ATTACHMENT #1

Agreement for Cooperative Wildfire Protection in Adams County

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between Adams County, Colorado acting through its Board of County Commissioners and the Adams County Sheriff, the Sheriff of the County and the State of Colorado acting by and through the Department of Public Safety for the benefit of the Division of Fire Prevention and Control.

A. AUTHORITIES

C.R.S. § 24-33.5-707.	Local and Interjurisdictional Disaster Agencies and Services
C.R.S. § 24-33.5-709	Local Disaster Emergencies
C.R.S. § 24-33.5-1201.	Division of Fire Prevention and Control
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires – Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <i>et seq.</i>	Local Government Budget Law
C.R.S. § 29-22.5-101, <i>et seq.</i>	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 for Forest, Prairie, or Wildland fire - expenses
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1) (o).	Powers of the Board of County Commissioners

B. RECITALS

1. In accordance with C.R.S. § 29-22.5-103(3)(a), the DFPC is designated the lead Colorado State Agency for Wildland Fire suppression as identified in the Colorado State emergency operations plan.

2. In accordance with C.R.S. § 24-33.5-1203(1)(h), the DFPC provides technical assistance, upon request, to the County, the Sheriff, and Fire Departments on local fire safety matters such as fire prevention, fire protection, fire investigation, and emergency medical services.

3. In accordance with C.R.S. § 24-33.5-1203(1)(k) and (m), the DFPC, upon request, assists the County, the Sheriff, and Fire Departments' efforts to procure, inspect, and maintain Wildland Fire resources and equipment, and the County, the Sheriffs and Fire Departments' efforts to organize, train, and equip personnel to detect, contain, and extinguish Wildland Fires.

4. In accordance with the *Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement for the State of Colorado*, as amended, the DFPC facilitates input of eligible Fire Department, County, Sheriff and State Wildfire resources into the ROSS or successor system(s), from which those resources can be ordered when needed. DFPC also administers and manages the IQS program, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the ROSS or successor system(s).

5. In accordance with C.R.S. §§ 24-33.5-1203(1)(m), 24-33.5-1231, and other applicable statutes, the DFPC administers certain State and Federal programs related to the County, the Sheriff, and Fire Departments' Wildland Fire duties and responsibilities such as the FEPP Program, DFPC engine program, and other grant programs.

6. In accordance with C.R.S. § 24-33.5-1228, the DFPC manages the Colorado firefighting air corps.

7. In accordance with C.R.S. § 29-22.5-103(1)(a), 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.

8. In accordance with C.R.S. § 29-22.5-103(2)(a), the Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress County Responsibility Fires. Further, pursuant to C.R.S. § 29-22.5-103(2)(b), the Sheriff is responsible for appointing a Local Incident Management Team to provide the command and control infrastructure required to manage a County Responsibility Fire, and for assuming financial responsibility for the Wildland Firefighting efforts on behalf of the County in compliance with the terms of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

9. In accordance with C.R.S. § 29-22.5-104(1), the Sheriff may develop and update as necessary a wildfire preparedness plan for the unincorporated areas of the county in cooperation with any fire district with jurisdiction over such unincorporated areas.

10. In accordance with C.R.S. § 30-10-516, the Sheriff is responsible for preserving the peace within the county.

11. In accordance with C.R.S. § 30-10-513(2), with the Sheriff's concurrence, the DFPC may assume any of the Sheriff's Wildland Fire duties or responsibilities.

12. In accordance with C.R.S. §§ 29-22.5-103(3)(c), in the case of a wildland fire that exceeds the capability of the county to control or extinguish, the division may assist the sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the sheriff under a unified command structure.

13. In accordance with C.R.S. §§ 29-22.5-103(2)(c) and 30-10-513(1)(d), in the case of a State Responsibility Fire, the Sheriff and the DFPC are required to enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a Unified Command Structure.

C. PURPOSE

The purpose of this agreement is to detail process and procedures on how the Parties work together to implement Statute, and prevent, prepare for, respond to, and bill for wildland fire in Colorado.

D. DEFINITIONS

"Agency Administrator The chief executive officer (or designee) of the agency or jurisdiction that has responsibility for the incident.

"Agency Representative." An individual assigned to an incident from an assisting or cooperating agency who has been delegated authority to make decisions on matters affecting that agency's participation at the incident.

"Agreement." This *Agreement for Cooperative Wildfire Protection*.

"Assumption of Fire Control Duty Agreement." A written agreement between the County, the Sheriff, and the DFPC concerning the scope of the transfer of authority and responsibility for fire management and the retention of responsibilities over a Wildland Fire between the County and the Sheriff to the DFPC. The Assumption of Fire Control Duty Agreement may allocate costs and shall articulate any authority delegated to the DFPC by the Sheriff and any authority and duties retained by the Sheriff. This definition also includes the agreement that addresses the return of duties from DFPC to the Sheriff.

"Colorado Cooperative Wildland Fire Management and Stafford Act Response." Agreement between the State and Federal Land Management Agencies that defines roles and responsibilities related to wildland fire.

"Colorado Emergency Operations Line." The Colorado Department of Public Safety's point of contact for the County and the Sheriff to report Wildland Fires or to request any all-hazard assistance. This number will connect the caller with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC Battalion Chief or CDPS personnel

"Colorado Prescribed Fire Planning and Implementation Policy Guide." The DFPC's annual guide that provides standardized procedures specifically associated with the planning and implementation of prescribed fire, accessible via DFPC Battalion Chiefs.

"County." Adams County, Colorado acting through its Board of County Commissioners.

"County AOP." The *County Annual Operating Plan* is a planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants, adopted on an annual basis. The County AOP documents how interagency cooperation is to be implemented within the County. The County AOP shall be drafted by DFPC in cooperation with the County, but substantially in the form attached as Exhibit A.

"County Responsibility Fire." A Wildland Fire occurring on non-federal lands in the unincorporated area of the county outside the boundaries of a fire protection district or a Wildland Fire that exceeds the capabilities of a fire protection district to contain, control or extinguish.

"DFPC" or "Division." The Colorado Division of Fire Prevention and Control.

"DFPC Analysis Form." The analysis form used by the DFPC and the Sheriff to evaluate whether a Wildland Fire meets the criteria to be elevated to a State Responsibility Fire or may otherwise qualify for State coordinated financial assistance attached as Exhibit B

"DFPC Battalion Chief." DFPC regional field representative, or his or her designee. Formerly Regional Fire Management Officer.

"Disaster." Pursuant to C.R.S. § 24-33.5-703(3), the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural cause or cause of human origin, including but not limited to a Wildland Fire, existing in the state or in any county, city, town, or district in the state.

"EFF." Means the Emergency Fire Fund as defined in C.R.S. § 24-33.5-1202(3.8) and § 24-33.5-1220, *et seq.*

"FEPP Program." The Federal Excess Personal Property Program enacted by Congress under the Federal Property and Administrative Services Act of 1949 (June 30, 1949, Pub. L. 152, Ch. 288, 63 Stat. 377) and the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*) through which DFPC is responsible for building and maintaining fire equipment in the State of Colorado.

"Fire Department." Pursuant to C.R.S. § 24-33.5-1202(3.9), the duly authorized fire protection organization of a town, city, county, or city and county, a fire protection district, or a metropolitan district or county improvement district that provides fire protection.

"Incident Commander." Pursuant to C.R.S. § 29-22.5-102(2), 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.

"IQS." The Incident Qualification System developed by the National Association of State Foresters. IQS is a software program that allows the user to track incident qualifications, experience, tasks books and fitness levels for organization/agency personnel.

"Local Incident Management Team." Pursuant to C.R.S. § 29-22.5-102(4), a single or multi-agency team of capable individuals formed and managed at the local or county level and created or activated when necessary to provide the command and control infrastructure required to manage a major or complex incident requiring a significant number of local and mutual aid resources.

"Mutual Aid Agreement." Pursuant to C.R.S. § 29-22.5-102(5), 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.

"NFIRS." The National Fire Incident Reporting System or its successor system.

"NIMS." Pursuant to C.R.S. § 29-22.5-102(6), the National Incident Management System is the national command and management system developed by the U.S. Department of Homeland Security to provide a unified approach to incident management.

"NWCG." The National Wildfire Coordinating Group.

"Party" or "Parties." "Party" means the County, or the Sheriff, or the DFPC and "Parties" means the County, the Sheriff and the DFPC.

"Prescribed Burning." Pursuant to C.R.S. § 24-33.5-1202(8.3), the application of fire, in accordance with a written prescription for vegetative fuels, under specified environmental conditions while following appropriate precautionary measures that ensure public safety and that is confined to a predetermined area to accomplish public safety or land management objectives. The term excludes controlled agricultural burns and controlled ditch burns.

"ROSS." The Resource Ordering and Status System chartered by the National Wildfire Coordinating Group and managed by the U.S. Forest Service. ROSS is a nationwide, web-based database system that tracks all tactical, logistical, service and support resources mobilized by the incident dispatch community.

"Sheriff." The Sheriff of the county, or his or her designee.

"State." The State of Colorado.

"State Responsibility Fire." A County Responsibility Fire that exceeds the County and the Sheriff's capability to control or extinguish as exhibited by the DFPC Analysis Form and for which DFPC has assumed fire control duty as provided in the Assumption of Fire Control Duty Agreement and determined that the fire meets the criteria for EFF, or for State-coordinated financial assistance.

"Unified Command" or "Unified Command Structure." Pursuant to C.R.S. § 29-22.5-102(8), the incident commanders representing agencies or jurisdictions that share responsibility for the incident manage the response from a single incident command post, allowing agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability.

"Wildland Area." Pursuant to C.R.S. § 29-22.5-102(9), 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." Pursuant to C.R.S. § 29-22.5-102(10), 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. For purposes of this Agreement, Wildland Fire also includes fires in the Wildland Urban Interface area.

"Wildfire." For purposes of this Agreement, Wildfire has the same meaning as Wildland Fire.

E. ACKNOWLEDGEMENT OF SUPPLEMENTS TO THIS AGREEMENT

County AOPs, Assumption of Fire Control Duty Agreements, Cost Share Agreements, their successor documents, or other supplements to this Agreement further describe the working relationships, financial arrangements and joint activities not otherwise specified under the terms of this Agreement.

F. HIERARCHY AND PRECEDENCE FOR AGREEMENTS

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

1. The Colorado Special Provisions;
2. The provisions of the main body of this Agreement, and any amendments thereto;

3. Executed EFF Agreement for EFF Counties;

The hierarchy of precedence for other agreements may be identified in the County AOP.

G. AGREEMENT

Section 1. PLANNING

1.1 County AOP. Prior to April 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly prepare, review, update, execute, and distribute a new AOP or formally extend the current agreement by executing a new signature page. The DFPC Battalion Chief shall arrange the date and location of the County AOP meeting(s), and shall be the lead coordinator and facilitator of the County AOP process. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County AOP meeting(s). However, the Parties may revise the County AOP to comport with the County's emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plan, or any other agreements with Fire Departments or other governmental entities. Failure to execute a County AOP by the April 1 deadline will not result in a penalty to any Party pursuant to this agreement.

1.2 AOP Extension. If the Parties are unable to meet the requirements of 1.1, one or more 30-day extensions may be granted upon the mutual consent of the DFPC Battalion Chief and the County Sheriff and written notice sent to all the AOP Parties in the prior year's County AOP.

1.3 Intergovernmental Agreement Concerning Local Fires. County is encouraged to develop and execute an agreement between County and local fire protection districts to establish, at a minimum, a process to elevate a fire from local responsibility to a County Responsibility Fire. The Parties acknowledge that such local agreements may impact County's roles and responsibilities and may need to be addressed in other agreements between the Parties, including but not limited to cost share agreements and assumption of fire control duty agreements.

Section 2. ROLES AND RESPONSIBILITIES IN A COUNTY RESPONSIBILITY FIRE

2.1 County and Sheriff Responsibilities. The County and Sheriff are fiscally and operationally responsible, respectively, for a County Responsibility Fire as described in C.R.S. §§ 29-22.5-103 (2)(b) and 30-11-107(1)(o). Thereby, for the duration of a County Responsibility Fire and pursuant to any applicable emergency operations plan, Mutual Aid Agreements, community wildfire protection plans, county wildfire preparedness plans, cost share agreement, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff shall appoint a Local Incident Management Team to provide the command and control infrastructure necessary to manage a County Responsibility Fire. The Local Incident Management Team may consist of a single individual serving as Incident Commander. On behalf of the County, the Sheriff shall assume financial responsibility for Wildland Fire

suppression efforts and the authority for the ordering, monitoring and tracking the costs of resources subject to compliance with State law. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

2.2 DFPC Responsibilities. The State's principal role during a County Responsibility Fire is to support the County and the Sheriff in their response to the Wildland Fire. Thereby, for the duration of a County Responsibility Fire, the DFPC shall administer certain State programs related to the County and Sheriff's Wildland Fire duties and responsibilities, such as the Wildfire Emergency Response Fund program set forth in C.R.S. § 24-33.5-1226 and the Colorado Firefighting Air Corps program created pursuant to C.R.S. § 24-33.5-1228. If requested by the Sheriff, the DFPC shall appoint an Agency Representative who shall provide technical assistance to the Sheriff and the appointed Local Incident Management Team. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Local Incident Management Team, even if the DFPC cannot provide the requested personnel, resources, and/or equipment. DFPC may enter into separate agreements with the County and the Sheriff to provide the requested personnel, resources, and/or equipment. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

2.3 Parties Mutual Responsibilities. No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in which suppression is the appropriate management response.

Section 3. ROLES AND RESPONSIBILITIES IN A STATE RESPONSIBILITY FIRE

3.1 Procedure for Elevating a County Responsibility Fire to a State Responsibility Fire. Pursuant to C.R.S. § 30-10-513, when the Sheriff determines that a County Responsibility Fire exceeds the County's capability to control or extinguish, the Sheriff shall request assistance from DFPC through the Colorado Emergency Operations Line or by any other available means of communication the Sheriff so chooses. Following such a request for assistance, the DFPC and the Sheriff will assess the fire situation utilizing the DFPC Analysis Form. The Wildland Fire shall be elevated to a State Responsibility Fire when both the DFPC Analysis threshold has been met and the Parties have entered into an Assumption of Fire Control Duty Agreement whereby the Parties will allocate responsibilities related to fire suppression responsibilities and financial responsibilities.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether the Wildland Fire qualifies for Emergency Fire Fund assistance by following the procedures outlined in the County's Memorandum of Understanding: For Participation in the Colorado Emergency Fire Fund or successor agreement.

3.2 County and Sheriff 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. The Sheriff's Agency Administrator shall, at the Sheriff's discretion, in consultation and cooperation with DFPC's Agency Administrator, appoint an Incident

Commander. The Sheriff's Agency Administrator shall work collaboratively with DFPC's Agency Administrator to identify objectives and concerns to share with the Incident Commander. If the Sheriff elects to not serve as or appoint an Agency Administrator, the Sheriff shall serve as or appoint an Agency Representative. Nothing in this agreement authorizes any county fire warden, firefighter, or county officer to obligate the State for payment of any money without prior state approval.

3.3 DFPC Responsibilities. For the duration of a State Responsibility Fire, the DFPC shall administer EFF and/or State funds for fire management costs and appoint an Agency Administrator who shall represent the State in accordance with the delegation of authority from the DFPC Director. The ordering, monitoring, and tracking of resources and costs will be performed by the Incident Commander, or whoever is delegated to do so by the Agency Administrator(s). DFPC's Agency Administrator shall, in consultation and cooperation with any appointed Sheriff's Agency Administrator, appoint an Incident Commander. The DFPC Agency Administrator shall work collaboratively with any appointed Sheriff Agency Administrator to identify objectives and concerns to share with the Incident Commander. Nothing in this agreement authorizes any DFPC employee to obligate the County for payment of any money without prior County approval.

3.4 Parties' Mutual Responsibilities. In the case of a State Responsibility Fire, the Parties shall enter into the following separate agreements specifically addressing, at a minimum, the bulleted subjects:

Assumption of Fire Control Duty Agreement (County to State):

- Transfer of authority and responsibility for fire suppression to DFPC;
- Specific limitations to the fire control duty assumed by DFPC;
- Description of the powers and responsibilities retained by the County and Sheriff and those transferred to the DFPC.

Assumption of Fire Control Duty Agreement (State to County):

- Criteria and procedures to be utilized by the Parties to determine when the County and the Sheriff will again be capable of containing, controlling or extinguishing the Wildfire allowing the State Responsibility Fire to be lowered to a County Responsibility Fire.

Cost Share Agreements:

- Outline of the Parties' various financial responsibilities and the authority for the ordering and monitoring of resources.

Because the Parties may maintain separate legal and functional authority and responsibility related to a State Responsibility Fire, responsibility for tasks beyond fire suppression may be included or excluded from the agreements described above upon agreement of the Parties. Both Parties agree that all incident-related activities, including non-suppression activities, shall, at a minimum, be communicated to the incident commander and to other coordinating entities.

No Party shall delay suppression efforts while deciding jurisdictional responsibilities for fires in

which suppression is the appropriate management response.

3.5 *Appeal of Determination of State Responsibility Fire.* Review of the DFPC Director's decision on whether or not to elevate a fire to a State Responsibility Fire will be in accordance with the provisions of C.R.S. § 24-4-106.

Section 4. WILDFIRE PREPAREDNESS

4.1 *County and Sheriff Responsibilities.* The County and the Sheriff shall comply with the Wildland fire planning responsibilities as set forth in C.R.S. § 29-22.5-101, *et seq.* and the provisions of C.R.S. §§ 30-10-513 and 30-10-513.5. The County and the Sheriff agree to identify for DFPC any designated individuals other than the Sheriff with the authority to make wildfire preparedness decisions. The County and Sheriff agree to work collaboratively with the DFPC's Battalion Chief in the coordination of DFPC resources and training. The County and Sheriff agree to cooperate in organizing, training, equipping, and maintaining of Wildland firefighting forces within the county. The County and Sheriff agree to communicate with local Fire Departments, as needed, to ensure relevant information is available to the County, the Sheriff, and local Fire Departments. The County and Sheriff may enter into agreements with local Fire Departments that identify the procedures necessary to transition financial and overall management of a Wildland Fire from the local Fire Department to the Sheriff, define control capabilities, and establish cost-share principles.

4.2 *DFPC Responsibilities.* The DFPC shall assist the County and the Sheriff, upon request, in organizing and training County, Sheriff, and cooperator forces to prevent, detect, contain, control, and extinguish Wildland Fires. Through administration of the FEPP program, the DFPC shall assist the County and the Sheriff in the procurement, inspection, and arrangement for maintenance of major Wildland Fire equipment. To the extent grant programs are available, the DFPC shall also administer grant programs to assist the County and the Sheriff in acquiring Wildland Fire equipment, training, and suppression support. The DFPC shall encourage and provide assistance in the development of County Wildland Fire plans pursuant to C.R.S. § 29-22.5-101(1)(d). The DFPC shall work with the County and the Sheriff in the coordination of the DFPC resources and training. The DFPC shall also manage and administer the IQS program and provide the County, the Sheriff, and Fire Departments with IQS access, training, program guidelines, and terms of use. The DFPC may inspect records for the purposes of verifying NWCG qualifications for Fire Department, County, and State personnel.

Section 5. WILDFIRE PREVENTION

5.1 *County Responsibilities.* Pursuant to C.R.S. § 30-15-401(1)(n.5)(I), the County may ban open fires within the county. In considering multi-county or statewide open burning restrictions that impact other counties pursuant to C.R.S. § 24-33.5-1225, the County will inform the DFPC so that the DFPC may aid the counties in advising the Governor in issuing a proclamation against open burning and/or public movements in any area of the State spanning multiple counties to avoid overbroad burn bans. The County shall, to the extent possible, include and follow the public use restrictions outlined in the County AOP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the

media as outlined in the County AOP.

5.2 DFPC Responsibilities. The DFPC shall confer with the County about the need for fire restrictions, and upon determining the need for restrictions on open burning and/or public movements affecting more than one county, recommend to the Governor the imposing or lifting of restrictions for burning and/or public movements, and inform affected counties of the Governor's decision. The DFPC, in cooperation with the County, shall coordinate public fire prevention messages provided to the media and public as outlined in the County AOP. To the extent that DFPC resources and funding are available, DFPC may assist the County in its wildfire prevention efforts, including, but not limited to, fuels reduction and public education activities.

Section 6. WILDFIRE DETECTION AND NOTIFICATION

6.1 Sheriff Responsibilities. The Sheriff shall comply with the reporting provisions set forth in C.R.S. § 24-33.5-1219 and its notification responsibilities as outlined in the County AOP. The reporting requirements may be satisfied after the fact through the NFIRS or its successor system.

6.2 DFPC Responsibilities. The DFPC shall immediately forward all notifications it receives of possible Wildland Fire within the county to the Sheriff, or the Sheriff's designee, for further action as outlined in the County AOP.

Section 7. INVESTIGATIONS

The Sheriff shall conduct, or cause to be conducted, an investigation as to the cause of all State Responsibility Fires in order for the DFPC to facilitate reimbursement of costs expended in fire suppression efforts. The Sheriff shall endeavor to provide the DFPC with a copy of a preliminary investigation report concerning the cause and origin of the fire within thirty (30) calendar days after the Wildland Fire is controlled, or as soon as practicable thereafter. The Sheriff shall provide a final report upon the conclusion of the investigation but not later than nine (9) months after the date the Wildland Fire is declared contained to aid the DFPC in meeting the one year reporting deadline for recovering federal grant monies or other reimbursements. If the Sheriff cannot provide the final report within nine (9) months, the Sheriff shall provide a written notice to the DFPC no later than nine (9) months after the date the Wildland Fire is declared contained regarding: 1) the status of the investigation; 2) when the final report will be complete; and 3) whether charges have been filed or an arrest has been made. The Sheriff shall also provide periodic updates to the DFPC, on the status of the investigation until the final report is provided if requested by the DFPC. If the Sheriff does not provide the final report or written notice to the DFPC as described above, the DFPC may not be able to recover grant monies or other reimbursements. Notwithstanding the foregoing, the Sheriff shall not be responsible for conducting investigations on any federally owned or managed lands. DFPC may provide technical assistance and qualified investigators to assist the Sheriff as needed.

Section 8. REPORTING

8.1 All Parties Agree. The Parties recognize that Wildland fire management funding is tied to accurate and complete statistical reporting, and will work together to encourage fire response agencies within the County to report statistical wildfire data to the DFPC via the NFIRS or its successor system.

8.2 Sheriff Responsibilities. The Sheriff shall report, or cause to be reported, to the DFPC all County Responsibility Fires utilizing the NFIRS or its successor system.

8.3 DFPC Responsibilities. The DFPC shall use the data obtained pursuant to Section 8.1 and 8.2 for required federal reporting and to apply for grant funding as available. DFPC shall maintain such data for at least two (2) years. Further, the DFPC shall assist the County and Sheriff with training regarding the NFIRS or its successor system.

Section 9. PRESCRIBED BURNING

Prior to performing any Prescribed Burning in the county, the Party undertaking such Prescribed Burning shall develop a prescribed fire plan. The Parties shall inform one another prior to performing Prescribed Burning. The Parties shall follow the *Colorado Prescribed Fire Planning and Implementation Policy Guide* for any Prescribed Burning in the county, unless the County has adopted guidelines or standards meeting or exceeding the standards enumerated in C.R.S. § 24-33.5-1217.5. DFPC may upon request, assist the County with personnel and resources for the purposes of prescribed burning planning, preparation, and/or implementation. The DFPC may enter into an agreement with the County and/or the Sheriff to provide Prescribed Burning services pursuant to C.R.S. § 24-33.5-1217(6)(a).

All notices of Prescribed Burning shall meet or exceed the current DFPC guidelines and standards. At a minimum, the DFPC Battalion Chief and County Sheriff's Office shall be notified.

Section 10. BILLING AND PAYMENT

10.1 General Provisions. The Parties shall ensure that the County and/or the Sheriff are parties to any Mutual Aid Agreements, cost share agreements, or other agreements that apportion any Wildland Fire expenses to the County and/or the Sheriff and those agreements shall comply with State law.

10.2 County Responsibility. It is the County's responsibility to pay costs incurred during an incident in accordance with any cost share agreements the County is a Party to. Regardless of whether or not a cost share has been negotiated on a County responsibility fire, County acknowledges that County shall encumber and pay all incident expenses that were authorized by the County, subject to agreements with other entities. County acknowledges that DFPC serves as coordinator for inter-jurisdictional wildfire billing in Colorado.

10.3 DFPC Responsibility. Upon request, DFPC may assist counties in gathering supporting documentation of incident costs. It is DFPC's responsibility to pay costs incurred during an incident in accordance with cost share agreements they are Party to. DFPC shall

encumber and pay all incident expenses that were authorized by DFPC. Any invoice from DFPC to the County and/or the Sheriff for any expense incurred by any agency for a Wildland Fire occurring in the county shall include appropriate supporting documentation. DFPC serves as the coordinator for all inter-jurisdictional Wildland fire billing in Colorado, and may charge the county and the sheriff a cost of overhead fee at a rate that adequately offsets the cost of providing the billing services. The rate will not exceed ten percent (10%) of the total amount billed to the County, based on actual costs.

Section 11. GENERAL PROVISIONS

11.1 Term. The Term of this Agreement shall commence on the date the last Party signs and shall remain in effect for five (5) years from that date. Any Party shall have the right to terminate its participation under this Agreement by providing one-year advance written notice to the other Parties to this Agreement.

11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

11.3 Amendments or Extensions. Amendments or extensions, save any subject to rulemaking, within the scope of this Agreement shall only be made by mutual consent of the Parties to this Agreement by issuance of a written modification, signed and dated by all Parties to this Agreement, prior to any changes taking effect. No Party is obligated to fund any changes not properly approved in advance.

11.4 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: Division Director
690 Kipling Street, #2000
Lakewood, Colorado 80215

County: Office of Emergency Management
4430 S. Adams County Parkway
Brighton, Colorado 80601

Sheriff: Adams County Sheriff
332 N. 19th Ave.
Brighton, Colorado 80601

11.5 Entire Understanding. This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or

contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

11.6 Digital Signatures. If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

11.7 Third Party Beneficiaries. Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

11.8 Waiver. A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

11.9 CORA Disclosure. To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

11.10 Colorado Special Provisions. **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).** These Special Provisions apply to all contracts except where noted in italics.

(a) 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.

(b) 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 Agreement 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.

(c) INDEPENDENT PARTY.

County shall perform its duties hereunder as an independent Party and not as an employee. Neither County nor any agent or employee of County shall be deemed to be an agent or employee of the State. County shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as

expressly set forth herein. 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. County shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. County 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.

(d) COMPLIANCE WITH LAW.

County 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.

(e) 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 Agreement. 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 Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

(f) PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold County harmless; requires the State to agree to binding arbitration; limits County'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 Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Agreement that limits County's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Agreement.

(g) SOFTWARE PIRACY PROHIBITION.

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

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

(i) 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 County in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by County by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and County, or by any other appropriate method for collecting debts owed to the State.

(j) 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] County certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., County shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to County that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. County (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 Agreement is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if County has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (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 County

participates in the Department program, County shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that County has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If County 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 Agreement for breach and, if so terminated, County shall be liable for damages.

(k) PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

County, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that County (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 Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT

Adams COUNTY, COLORADO:

Board of County Commissioners:

By: Steven J. O'Dorisio
Chair

Steven J. O'Dorisio, Chair
Print Name & Title of
Authorized Officer

ATTEST:
(SEAL)

Phanna
County Clerk

County Sheriff:

By: R. A. Purgan
Sheriff

APPROVED AS TO FORM
COUNTY ATTORNEY
James M. Montoy

APPROVED AS TO FORM
COUNTY ATTORNEY
R. A. Purgan

STATE OF COLORADO:
Jared Polis, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: Michael C. Morgan
Michael C. Morgan
DFPC Director

Colorado Division of Fire Prevention and Control

2020 Wildland Fire Resource Funding Guidelines



COLORADO
Division of Fire
Prevention & Control
Department of Public Safety

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	
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:

- 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 hand crew days allowed if ordered within the first 2 days of the incident.
- Use of DFPC Engines and Modules are allowed during the first 24 hours of an incident with no charge to local government.
- 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.



The Colorado Intergovernmental Agreement for Fire Mutual Aid

April 25, 2015



In 2014, the Colorado State Fire Chief's Association sponsored the "Broken Arrow" exercises. These exercises were designed to improve our ability to respond rapidly to major events across the state. Following those exercises, many of the participating chiefs met along with Department of Fire Prevention and Control, Department of Homeland Security and Emergency Management, Colorado Sheriffs and the Colorado Emergency Manager's Association to work toward improvements identified in those exercises.

There were four points of focus for efforts in 2015 and beyond:

1. Development of a Colorado Fire Resource Mutual Aid Agreement.
2. Increase the number of organized strike teams and task forces to twenty.
3. Develop a training program for all fire personnel about mutual aid and mobilization procedures.
4. Work with appropriate local, state and federal agencies on ways to facilitate the transition from mutual aid to mobilization.

Here is the Colorado State Mutual Aid Agreement, adopted by the Colorado State Fire Chief's Association. It was reviewed by the Association's legal counsel, and has been crafted to help ensure the protection of all parties providing mutual aid. Input from across Colorado went into the agreement.

This agreement does not create any obligations. Under Colorado Revised Statutes Title 29, Article 5, all fire agencies can provide mutual aid to all other agencies. Under state statute and under this agreement, all mutual aid is voluntary. What this agreement does is to try to clarify and standardize the terms. Standardization of mutual aid periods and elimination of assumed liability were the key items we sought to put into the agreement.

Many of us have multiple agreements with differing terms currently. Some agreements conflict over mutual aid periods or assumed liability. It was in seeking to eliminate those types of inconsistencies and conflicts that this agreement was drafted. This agreement does not prevent any agencies from entering into automatic aid agreements, or contracts for service, or agreements to extend mutual aid to 24 hours, or any other agreement that might be necessary between your agency and your neighbors. This agreement represents what you would expect if you choose to go outside of your local area, or if you need the assistance from across the state.

We are recommending all fire agencies in Colorado adopt this agreement, in hopes that response to future fires and emergencies can be handled as smoothly as possible.

COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID

THIS INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID ("Agreement") is made by and between the parties who are signatory to this Agreement.

WHEREAS, the Parties are authorized to provide fire protection, and in some instances other emergency services, such as hazardous material, extrication, rescue, ambulance and/or emergency medical services, within their jurisdictional boundaries and under certain circumstances outside their jurisdictional boundaries, including fire protection districts duly organized and operating pursuant to the provisions of Article 1, Title 32, Colorado Revised Statutes ("C.R.S."); municipalities operating fire departments pursuant to Article 15, Title 30, C.R.S.; and other governmental agencies authorized to provide such services; and

WHEREAS, the Parties acknowledge that each Party would benefit from the availability of the other Parties in the event of fires, emergency medical incidents or other incidents; and,

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and C.R.S. § 29-1-203, the Parties desire to enter into an agreement to provide for mutual aid response of equipment and personnel of each Party to areas within the jurisdiction of another Party; and,

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the safety, security and general welfare of the public.

NOW THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth herein, the Parties agree as follows:

1. **Colorado Revised Statutes.** Except for the provisions of C.R.S. §29-5-108, the provisions of Article 5, Title 29, the Colorado Revised Statutes, as amended, shall apply to the Parties. The statute shall control in the event of a conflict between the statute and this Agreement. The Assisting Party's equipment and personnel shall at all times remain under the immediate and complete control of the Assisting Party. As such, the provisions of C.R.S. §29-5-108 do not apply to this Agreement.
2. **Definitions.** The following terms used in this Agreement are defined as follows:
 - a. "Assisting Party" means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of the Requesting Party.
 - b. "Emergency Incident" means a reported fire, emergency medical, rescue or hazardous material incident requiring an emergency response by a Party.
 - c. "Mutual Aid" means the assistance provided by an Assisting Party to a Requesting Party on direct request of the Requesting Party.

- d. "Party" means a municipal fire department, fire protection district or other governmental agency that has signed this Agreement".
 - e. "Parties" means every Party that has signed this Agreement.
 - f. "Requesting Party" means a Party within whose jurisdiction an emergency incident has been reported and which is assisted by or has requested assistance of an Assisting Party.
3. **Mutual Aid.** Each Party agrees to provide Mutual Aid to another Party or Parties when requested; provided, however, that an Assisting Party shall provide Mutual Aid at its sole discretion and shall be excused from making equipment and personnel available in the event of a pre-existing or contemporaneous need within the Assisting Party's jurisdiction, or when insufficient resources are available to provide Mutual Aid. The decision to provide Mutual Aid shall be made by the Assisting Party at its sole discretion, which decision shall be final and conclusive.
4. **No Liability for Failure to Provide Mutual Aid.** No liability of any kind or nature, whether expressly or implied, shall be attributed to or be assumed by a Party, its duly authorized agents and personnel, for failure or refusal to provide Mutual Aid. Nor shall there be any liability of a Party for withdrawal of Mutual Aid once provided pursuant to the terms of this Agreement.
5. **Pre-Approval.** By signing this Agreement, the governing body of a Party is hereby deemed to have approved the provision of Mutual Aid beyond its political boundaries, and any Mutual Aid provided pursuant to this Agreement shall not require any further approval by the governing body of the Party.
6. **Mutual Aid Period.** The extent of the Mutual Aid period shall be twelve (12) consecutive hours from the time of initial dispatch of the Emergency Incident, unless extended by an additional agreement between the Parties. The initial dispatch shall be the first notification of the Emergency Incident; a Requesting Party may not circumvent the limitation on Mutual Aid by re-toning when Mutual Aid is requested or by using the time of notification of an Assisting Party.
7. **Cost.** Each Party shall be responsible for all costs, including wages, benefits or other compensation of its personnel incurred in the performance of this Agreement through the end of the Mutual Aid period and shall not seek reimbursement from the Requesting Party, except for third party reimbursement as is allowed by law and collected by the Requesting Party. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

8. **Supplies.** Each Party shall be responsible for providing fuel, potable water, food and other such normal consumable supplies used by its own personnel and equipment. The Requesting Party shall be responsible for providing for or reimbursing the use of firefighting foam, special extinguishing agents, medical equipment and similar consumables when use is requested by the Requesting Party.
9. **Damages.** Each Party hereby assumes all liability and responsibility for damage to its own apparatus and/or equipment, except when such damage is directly caused by another Party to this Agreement. Each Party also assumes all liability and responsibility for any damage caused by its own apparatus while in route to or returning from an Emergency Incident. No Party shall be liable or responsible for the personal property of the Assisting Party's personnel which may be lost, stolen or damaged while performing their duties under this Agreement. A Requesting Party may, in its sole discretion, replace or reimburse the cost of an Assisting Party's equipment damaged or expended in providing Mutual Aid if requested by the Assisting Party.
10. **Not a Replacement for Responsibility.** Each Party shall be expected to maintain its equipment and organize its emergency response method with both personnel and equipment to the degree necessary to handle ordinary and routine Emergency Incidents occurring within its boundaries and for which the Party is organized. A Requesting Party shall not expect any other Party to respond to an Emergency Incident where the request arises due to a failure of the Requesting Party to organize available personnel or maintain equipment in reasonably working order and in sufficient quantity to meet the normal and routine needs of the persons and property within the Requesting Party's jurisdiction. Nothing in this Agreement prevents two or more of the Parties from entering into contracts, automatic aid agreements or other methods to meet their responsibilities as agreed between those Parties.
11. **Joining Parties.** Each Party agrees to allow a municipal fire department, fire protection district or other governmental emergency response agency to join this Agreement after formal approval of the governing body of such municipal fire department, fire protection district or other governmental emergency response agency and notification of such action to each of the other Parties to this Agreement.
12. **Third Party Recovery.** Each Party agrees that, for each Emergency Incident within its jurisdictional boundaries for which it has requested Mutual Aid through this Agreement, it will reasonably pursue any and all legal reimbursement possible, pursuant to state and federal laws, including but not limited to reimbursement for hazardous materials

incidents occurring within its boundaries, on behalf of all Assisting Parties, and upon full or partial payment by the responsible entity, shall distribute the reimbursement in a fair and equitable manner to Assisting Parties based on their relative documented expenses for the Emergency Incident.

13. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their councilpersons, directors, officers, employees and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*
14. **Liability Insurance.** Each Party is responsible for determining and maintaining adequate levels of its own liability insurance.
15. **Personnel Status.** Nothing contained in this Agreement, and no performance under this Agreement by personnel of the Parties, shall in any respect alter or modify the status of officers, employees, volunteers or agents of the respective Parties for purposes of worker's compensation or their benefits or entitlements, pension, levels or types of training, internal discipline, certification, rank, or for any purposes or conditions of employment or volunteerism. Worker's compensation shall be as structured in C.R.S. § 29-5-109. Pension benefits shall be provided as set forth in C.R.S. § 29-5-110.
16. **Equal Value.** Each Party declares that the value of this Agreement is equal to all Parties.
17. **Severability.** In the event that any part, term or provision of this Agreement is found to be in violation or conflict with any federal or state law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with Colorado law.
19. **Governance.** An Executive Board may be established by signatory parties to consider, adopt and amend rules, procedures, by-laws and other matters deemed necessary by the parties. The Executive Board shall consist of elected members from signatory parties who shall serve as voting representatives of other signatories and be established and structured as the signatory parties deem appropriate.

20. **Binding.** This Agreement shall be binding on the successors and assigns of each Party, except that no Party may assign any of its rights or obligations hereunder without the prior written consent of all other Parties.
21. **No Third Party Benefit.** This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties under or relating to this Agreement are not subject to the consent of any third party.
22. **Term and Effective Date.** This Agreement shall be in effect upon the date of the first signature; and shall be effective for each Party upon their authorized signatures. Unless terminated by all of the Parties, this Agreement shall remain in effect for so long as there are at least two Parties to this Agreement.
23. **Termination.** All of the Parties may terminate this Agreement at any time by written agreement of all of the Parties. Any Party may terminate its participation in this Agreement at any time upon thirty (30) days written notice to each of the other Parties. Notice may be made through the Colorado State Mutual Aid Board or through direct mailing to each Party.
24. **Execution.** This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall be constitute and be deemed as one and the same document.
25. **Amendments.** This agreement may only be amended by written consent of all the parties hereto. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID

SIGNATURE PAGE

This signatory certifies that this COLORADO INTERGOVERNMENTAL AGREEMENT FOR FIRE MUTUAL AID has been approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entity

President, Mayor, or Designee

Date

4/27/2015



Commissioners' Office
4430 South Adams County Parkway
5th Floor, Suite C5000A
Brighton, CO 80601-8204
PHONE 720.523.6100
FAX 720.523.6045
www.adcogov.org

To our partners in Adams County,

Attached is a proposed Intergovernmental Agreement for Disaster Mutual Aid Assistance. This agreement is meant to address gaps that we have identified within State Legislation and existing mutual aid agreements. It is not meant to replace or supersede existing agreements for mutual aid, but merely to supplement.

As we have seen, pre-disaster agreements are critical not only for mobilizing assistance quickly, but also for determining post-disaster cost sharing. We believe this agreement will be mutually beneficial to our towns and municipalities as it addresses these issues and also provides for better coordination in our disaster planning efforts. Additionally, the agreement also provides for resource mobilization and cost sharing in situations that do not require a disaster declaration, but where emergency assistance is needed nonetheless.

Your local emergency managers participated in the creation of this agreement and it was carefully drafted based on their expertise and input from your policy makers. This has been a collaborative effort.

Our intent is that this agreement becomes effective between parties as of the date of each party's signature. The Board of County Commissioners has adopted the agreement and it has been signed accordingly. We hope you will join us in proactively addressing mutual aid between government entities so that we can better serve our communities during times of disasters and emergencies.

Sincerely,

W.R. 'Skip' Fischer, Chairman of the Board
Adams County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS

W. R. "Skip" Fischer
DISTRICT 1

Alice J. Nichol
DISTRICT 2

Erik Hansen
DISTRICT 3

STATE OF COLORADO)
COUNTY OF ADAMS)

At a regular meeting of the Board of County Commissioners for Adams County, Colorado, held at the Administration Building in Brighton, Colorado on the 12th day of December 2012, there were present:

W.R. "Skip" Fischer	Chairman
Alice J. Nichol	Commissioner
Erik Hansen	Commissioner
Jen Wascak	County Attorney
Keisha Hirsch, Deputy	Clerk of the Board

when the following proceedings, among others were held and done, to-wit:

RESOLUTION APPROVING AGREEMENT FOR DISASTER-EMERGENCY MUTUAL AID
AND DISASTER-EMERGENCY FUNDING ASSISTANCE IN AND BETWEEN
LOCAL GOVERNMENTS

WHEREAS, Adams County has the authority to enter into this IGA pursuant to Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended; and,

WHEREAS, the Agreement allows participating parties to provide emergency resources and personnel in the event of a disaster or other incidents not rising to the level of a disaster declaration; and,

WHEREAS, the Agreement provides clear terms regarding cost share and mutual aid periods as required by FEMA; and

WHEREAS, the attached intergovernmental agreement is not meant to supersede or replace other existing mutual aid agreements, such as the North Metro Fire Chiefs Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements; and,

WHEREAS, NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with the municipalities within Adams County, regarding emergency management, a copy of which is attached hereto and incorporated herein by this reference, including all terms and conditions contained therein, be approved.

BE IT FURTHER RESOLVED that the Chairman of the Board of County Commissioners be authorized to execute said Intergovernmental Agreement on behalf of the County of Adams, State of Colorado.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Fischer	_____	Aye
Nichol	_____	Aye
Hansen	_____	Aye
Commissioners		

STATE OF COLORADO }
County of Adams }

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 12th day of December, A.D. 2012.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy

AGREEMENT
FOR DISASTER-EMERGENCY MUTUAL AID
AND
DISASTER-EMERGENCY FUNDING ASSISTANCE
IN AND BETWEEN
LOCAL GOVERNMENTS

This Agreement, dated this 19th day of December, 2012, is made by and between the local government entities who are signatories thereto, all being local governments lying within or servicing the whole of Adams County, Colorado, and each a Party (referred to herein as "the Parties"), agreeing as follows

- I. **Purpose**
The purpose of this Agreement is to set the terms for the provision of Disaster and Emergency Mutual Aid and Assistance, including County Disaster and Emergency Assistance funding during declared emergencies or disasters.
- II. **Authority**
The authority for this IGA is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 29-1-203, C.R.S., and provisions of the Colorado Disaster Emergency Act, Section 24-33.5-701, C.R.S., as amended.
- III. **Term**
The term of this IGA shall be for five (5) years from the reference date above, unless sooner terminated under the provisions of this IGA. This agreement shall be automatically renewed in continuing five (5) year increments unless terminated by the Parties pursuant to the provisions of Section VI or XII below.
- IV. **Disaster Assistance and Mutual Aid**
 - a. Assistance and Mutual Aid
 - i. Pursuant to the Colorado Disaster Act, the County agrees to provide the following assets and assistance subject to the provisions of this IGA:
 1. The County Emergency Operation Center (EOC) shall be made operational upon request by any Party(ies) experiencing a disaster or emergency.
 2. At the discretion of the County Administrator or Board of County Commissioners, deployment of County assets upon the request of a Party during a disaster or emergency when the requesting Party has determined that the incident demands exceed the capabilities of the requesting Party.
 3. The County may make available the Adams County Policy Center when requested by two or more Parties in support of the need for a Unified Coordination System.
 - ii. Signing Parties may also agree to provide assets and assistance to one another and the County, subject to the provisions of this IGA.
 - iii. Parties agree to provide reasonable participation and assistance in training and exercise development that support the purpose of this IGA.

- b. Declared Emergencies or Disasters. In the event of a local or state Declared Emergency or Disaster, as pursuant to and as provided by any municipalities charter, ordinances or resolutions, County resolution, the Colorado Disaster Act of 1992, as amended, or a federal disaster declaration, any Party to this Agreement may request from the other Parties that assistance be provided anywhere within the requesting Party's jurisdiction.
- i. A request for assistance may be for any type of assistance or aid that the requesting Party may deem necessary to respond to the emergency or disaster situation within their jurisdiction and which is not otherwise covered by other existing mutual aid agreements, such as the North Metro Fire Chief's Mutual Aid Agreement, local law enforcement agreements for long and short term mutual aid, or state statute or mutual aid agreements.
 - ii. Any request for mutual aid or assistance shall include a statement of the amount and type of equipment and/or personnel requested, contact information, duration needed, and the location to which the equipment and/or personnel are to be dispatched.
 - iii. Upon receipt of a request for assistance, the other Party(ies) may voluntarily agree to provide any personnel, equipment, or other assistance which the requesting Party deems suitable for mutual aid assistance.
 - iv. **The mutual aid period shall begin and continue for twelve (12) hours from the time of dispatch.**
 1. During the first twelve (12) hours, the requesting party will not incur any personnel or equipment charges from any responding Party.
 2. After twelve (12) hours, the responding Party may continue to provide such assistance at no charge to the requesting Party, or may charge the requesting Party at the rate provided when agreeing to respond.
 - v. In requesting and providing such assistance, the Parties agree to conform to the current standards of practice of the National Incident Management System (NIMS) and the Incident Command System (ICS).
- c. Emergencies or Disasters not rising to the level of Declaration. In the event that the incident does not rise to the level of necessitating a disaster declaration, the provisions of this IGA will also be utilized in the providing of assistance and aid.
- d. Command & Control.
- i. Requests for mutual aid and assistance under this Agreement will be processed through the requesting Party's Emergency Operations Center (EOC) to the County EOC. The County EOC will relay the request to the other Parties and the State EOC.
 - ii. Parties responding with available resources and personnel will confer with the requesting Party's EOC and report to the staging area designated by the requesting Party. The responding Party's EOC will status the appropriate resources accordingly in WebEOC.
 - iii. Personnel and equipment shall be released by the requesting Party's Incident Commander when the assistance is no longer required or when the responding Party's equipment or personnel are requested by the responding Party. Such

release of equipment shall be communicated and documented through the County EOC and resource management system.

- iv. Personnel and equipment under this Agreement shall follow the incident command system and NIMS principles.
- v. Personnel are responsible for following their agency's policies and procedures.
- vi. Tracking of costs, personnel and equipment shall be the responsibility of the requesting Party.

V. Reimbursement and Compensation

- a. Reimbursement. Any Party may seek reimbursement or other recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies.
- b. Compensation. Except as otherwise stated in this IGA, no Party shall be required to pay any additional compensation other than the rate provided when agreeing to respond.
- c. Agency Policy and Procedures. Personnel are responsible for following their agency's administrative policies and procedures. Each Party remains responsible for all pay, entitlement, benefits, employment decisions, and worker's compensation for its own personnel.
- d. Reimbursement Distribution. In the event of any reimbursement pursuant to cost recovery from state or federal sources as provided under the Colorado Disaster Emergency Act, as amended, the federal Stafford Act, as amended, and other applicable state or federal laws, regulations, or policies, the receiving Party will distribute the received funds in a fair and equitable manner to assisting jurisdictions, based upon a pro rata share of their documented expenses for the involved incident.

VI. Disaster Planning and Interagency Cooperation

In order to enhance public safety, the protection of life, property and the environment, and in order to enhance the mutual aid capabilities contemplated in this IGA, the Parties agree to the following provisions:

- a. Prepare and keep current emergency planning documents, including jurisdictional disaster response plans and recovery plans. Parties agree to cooperate in the development of each Party's Emergency Operations Plans.
- b. Participate in the Adams County emergency management activities which are designed to ensure coordinated disaster planning, response, and recovery. These activities may include the Local Emergency Planning Committee, multi-agency coordination systems, disaster risk and hazard assessment, training and education, and Incident Management Team support.
- c. Provide a liaison to the County EOC during incidents that affect two or more municipalities within the County to the extent allowed by the local emergency plans, staffing, and other budgetary considerations of the parties. Liaisons may be provided virtually through EOC software management tools, telephone or email.

VII. Termination

- a. A Party to this Agreement may terminate its participation in this IGA upon ninety (90) days prior written notice and without compensation to the other Parties. Termination will not negate any pending claims for reimbursement provided under this Agreement.
- b. Any Notice of Termination shall be addressed to the governing board of each Party.

VIII. Non-Liability

- a. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for any Party to assume any liability for injury, property damage, or any other loss or damage that may occur by any action, or non-action taken, or service provided, to the public or any person, as a result of this Agreement.
- b. This IGA shall not be construed to create a duty as a matter of law, contract, or otherwise for the provision of any service or assistance, the Parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently.
- c. This IGA shall not be construed as creating any benefit or enforceable right for any person or entity not a signatory to this agreement.

IX. Integration and Amendments

This Agreement contains the entire understanding of the Parties and the Parties agree that this IGA may only be amended or altered by written Agreement signed by the Parties' governing bodies.

X. Assignment /Transfer

No Party shall assign or otherwise transfer this Agreement or any right or obligation herein without prior consent of the other Parties.

XI. No Third Party Beneficiary

- a. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA shall be strictly reserved to the Parties, and nothing contained this IGA shall give or allow any claim or right of action by any other person or entity regarding this Agreement.
- b. Nothing in this IGA is intended to create or grant to any third party or person any right or claim for damage, or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including the rights, protections, limitations and immunities granted the Parties under the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et. seq.*, as same may be amended from time to time.

XII. Waiver

The provision of services under this IGA is for the benefit of the Parties in times of emergency or disaster. Accordingly, the Parties do hereby waive, remise, and release any claim, right, or cause of action which either may have, or which may accrue in the future, against the another arising in whole or in part from this Agreement.

XIII. Severability


If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding upon the Parties.

XIV. Headings

The section headings of this Agreement are inserted only as a matter of convenience and for reference. They do not define or limit the scope or intent of any provisions in this IGA and shall not be construed to affect in any manner the terms and provisions herein.

XV. Execution

This Agreement shall be executed by each Party on a separate signature page. Original pages shall be recorded and held by the Adams County Office of Emergency Management.

 12-12-12
Board of County Commissioners Date

City of Arvada Date

City of Aurora Date

City of Brighton Date

City of Commerce City Date

City of Federal Heights Date

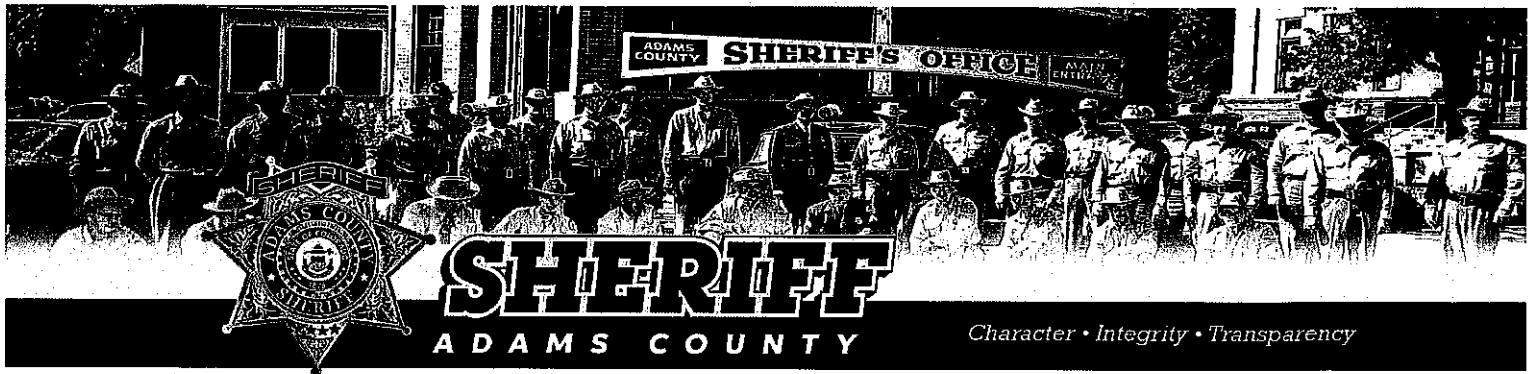
City of Northglenn Date

City of Thornton	Date
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City of Westminster	Date
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ATTACHMENT #3

Adams County Burn Restriction Levels



Sheriff Richard A. Reigenborn

sheriffreigenborn@adcogov.org

LEVELS OF BURNING RESTRICTIONS

Controlled Burns have to be called in to the Adams County Communications Center (303)288-1535. Check with your Fire District regarding any Burn Permit requirements as not all Districts require permits.

NWS Fire zone CZ0240 – West of N. Schumaker Rd. NWS Fire zone CZ0245 – East of N. Schumaker Rd.

LEVEL 1 – RESTRICTIONS REQUIRED DUE TO SEVERE DRY CONDITIONS/

The following acts are prohibited in unincorporated Adams County until further notice:

1. Building, maintaining, attending, or using any fire or campfire.

EXEMPTIONS:

- A. Persons with a **VALID WRITTEN PERMIT** from the Fire Chief that specifically authorizes the otherwise prohibited act. Check with appropriate Fire District for permit requirements, if any.
- B. Any federal, state, or local officer or member of an organized rescue or firefighting force in the performance of an official duty.
- C. Any fires contained within a liquid fuel or gas stove, fireplaces within buildings, and charcoal or propane grill fires at private residences.
- D. A fire within a permanent constructed fire grate in a developed campground.
- E. The burning of household trash when contained within a fireproof container sufficiently maintained to prevent escaping flame or burning material from the bottom or sides and screened sufficiently on top to prevent the release of burning material and located in the center of an area at least ten feet (10') in diameter from which all flammable material has been removed.

NOTE: Declarations of "FIRE WEATHER WATCH" by the National Weather Service for Adams County will automatically place fire restrictions to LEVEL 1.

No open burning is allowed until further notice. Those having burn permits issued by the Fire Chief **CANNOT** burn during Level 2.

NOTE: Declarations of "RED FLAG WARNING" by the National Weather Service for Adams County will automatically place fire restrictions to [REDACTED]

HEADQUARTERS
332 North 19th Ave.
Brighton, CO 80601
303.654.1850

**DETECTIVE AND
PATROL DIVISION**
4201 East 72nd Ave. Suite C
Commerce City, CO 80022
720.322.1313

JAIL DIVISION
150 North 19th Ave.
Brighton, CO 80601
303.654.1850

FLATROCK TRAINING
23600 East 128th Ave.
Commerce City, CO 80022
720.523.7500

ATTACHMENT #4

Complexity Analysis Guidelines

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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Has the County committed all of its wildland resources defined in the County operating plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have aviation resources been ordered?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is the fire beyond the capability of local management team?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Is water supply limiting suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is there a need for Interagency Regional or National resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Is the availability of additional resources hampering suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
II. Values at Risk				
a. Is the general public threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are structures threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Are there unusually hazardous firefighting conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are historical values at risk?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Does the fire involve mixed land ownership?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is critical infrastructure threatened?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
III. Fire Behavior				
a. Is fire behavior dictating an indirect control strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is extreme fire behavior present?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the 1000 hour fuel moisture below 12%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Is the fuel type and condition conducive to rapid				

	Current		Predicted	
	Yes	No	Yes	No
spread?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Is accessibility limiting suppression efforts?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Is the rate of spread beyond the suppression capability of local resources?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Is fire burning on slope greater than 30%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IV. Fire Weather				
a. Are wind speeds greater than 20 mph?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the temperature above seasonal average for fire location?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the RH below 15%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are there any critical fire weather events?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
V. Other Considerations				
a. Are there political or economic concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Are non-fire incidents occurring which have an impact on fire operations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Is additional aviation management or oversight needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VI. Totals	A	B	C	D
	0	0	0	0

$$\text{Current (A) } \underline{0} + \text{Predicted (C) } \underline{0} = \underline{0}$$

$$\text{Current (B) } \underline{0} + \text{Predicted (D) } \underline{0} = \underline{0}$$

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:

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.	<input type="checkbox"/>	<input type="checkbox"/>
2. More than one fuel type involved.	<input type="checkbox"/>	<input type="checkbox"/>
3. Extended exposure to risk or unusually hazardous line conditions.	<input type="checkbox"/>	<input type="checkbox"/>
4. Serious accident or fatality.	<input type="checkbox"/>	<input type="checkbox"/>

Subtotal: 0

B. MULTIPLE OWNERSHIPS

Yes No

1. Fire burning on more than one land ownership.
2. Disputed fire responsibility/authority.
3. Potential for claims.

☐ ☐☐ ☐☐ ☐

Subtotal:

+ 0

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:

0 0

H. CULTURAL RESOURCES

	Yes	No
1. Urban interface.	<input type="checkbox"/>	<input type="checkbox"/>
2. Summer homes.	<input type="checkbox"/>	<input type="checkbox"/>
3. Other developments.	<input type="checkbox"/>	<input type="checkbox"/>

Subtotal: 0

I. POLITICAL PROBLEMS

1. Controversial fire policy.	<input type="checkbox"/>	<input type="checkbox"/>
2. Poor relationship between ownerships.	<input type="checkbox"/>	<input type="checkbox"/>
3. Pre-existing controversies.	<input type="checkbox"/>	<input type="checkbox"/>
4. Local organization unable to establish positive media relationships.	<input type="checkbox"/>	<input type="checkbox"/>

Subtotal: 0

GRAND TOTAL: 0 0

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)

ATTACHMENT #5

Adams County Communications Plan

FIRE 700/800 MHZ TALKGROUPS

Fire Talkgroups

1	MAYDAY	Emerg. Comm.	ISSI
2	ACF PRI	Adams County Fire Primary	FRCC
3	ACF GND A	Adams County Fire TAC	FRCC
4	ACF GND B	Adams County Fire TAC	FRCC
5	ACF GND C	Adams County Fire TAC	FRCC
6	BFRD PRI	Brighton Fire Primary	FRCC
7	BFRD GND A	Brighton Fire Ground	FRCC
8	BFRD GND B	Brighton Fire Ground	FRCC
9	BFRD ADMIN	Brighton Fire Admin	FRCC
10	FHFD PRI	Federal Heights Fire Primary	FRCC
11	FHFD GND A	Federal Heights Fire Ground	FRCC
12	JEF AIR EMER	Jeffco Air Emergency	DTRS
13	NMFR PRI	NORTH METRO FIRE DISPATCH	FRCC
14	NMFR GND A	NORTH METRO FIRE OPS A - ADCOM	FRCC
15	NMFR GND B	NORTH METRO FIRE OPS B - Broomfield	FRCC
16	NMFR GND C	NORTH METRO FIRE ADMIN TALKGROUP	FRCC
17	SACFD PRI	South Adams Fire Primary	FRCC
18	SACFD GND A	South Adams Fire Ground	FRCC
19	TFD PRI	Thornton Fire Primary	FRCC
20	TFD GND A	Thornton Fire Ground	FRCC
21	TFD GND B	Thornton Fire Department Fire Ground 2	FRCC
22	WFD PRI	Westminster FD Primary	WESTY
23	WFD GND A	Westminster FD ground	WESTY
24	WFD GND B	Westminster FD ground	WESTY
25	WFD GND C	Westminster FD ground	WESTY
26	BEN FD PRI	Bennet Fire Primary	DTRS
27	BEN FD GND A	Bennet Fire Ground	DTRS
28	STRAS PRI	Strasburg Fire Primary	DTRS
29	STRAS GND A	Strasburg Fire Ground	DTRS
30	SABLE-ALTURA	Sable Altura Fire	DTRS
31	BYERS FD PRI	Byers Fire Primary	DTRS
32	DEERTRAIL FD	Deertrail Fire Primary	DTRS
33	ARAP E. GND	Arapahoe County East Fire Ground	DTRS
34	WLD FD DISP	fire dispatch	FRCC
35	WLD FG 2	fire ground	FRCC
36	WLD FG 3	hospital	FRCC
37	WLD FG 4	fire ground	FRCC
38	WLD FG 5	fire ground	FRCC
39	WLD FG 6	volunteer fd dispatch	FRCC
40	WLD FG 7	volunteer fd ground	FRCC
41	WLD FG 8	volunteer fd ground	FRCC
42	WLD FG 9	volunteer fd ground	FRCC
43	WLD FG 10	volunteer fd ground	FRCC
44	WLD FG 11	Weld County Fire Ground	FRCC
45	WLD FG 12	Weld County Fire Ground	FRCC
46	WLD FG 13	Weld County Fire Ground	FRCC
47	WLD FG 14	Weld County Fire Ground	FRCC
48	WLD FG 15	Weld County Fire Ground	FRCC
49	BARR OPS	BARR LAKE PARKS OPS	DTRS
50	BARR TAC	BARR LAKE PARKS TAC	DTRS

51	BRMF LAF FD 1	North Metro Fire/Lafayette Fire Ground 1	DTRS
52	BRMF LAF FD 2	North Metro Fire/Lafayette Fire Ground 2	DTRS

Law Enforcement Talkgroups

1	ADCO SO	Adams County Sheriff Primary	FRCC
2	ADCO C-C	Adams County Sheriff Car to Car	FRCC
3	ADCO TAC	Adams County Sheriff Swat/TAC	FRCC
4	BRGHT PD	Brighton PD Primary	FRCC
5	BRGHT C-C	Brighton PD Car to Car	FRCC
6	BRGHT TAC	Brighton PD Swat/TAC	FRCC
7	COMCTY PD	Commerce City PD Primary	FRCC
8	COMCTY CC	Commerce City PD Car to Car	FRCC
9	COMCTY TC	Commerce City PD Swat/TAC	FRCC
10	NTHGLN PD	Northglen PD Primary	FRCC
11	NTHGLN CC	Northglen PD Car to Car	FRCC
12	NTHGLN TC	Northglen PD Swat/TAC	FRCC
13	TH PD 1	Thornton PD Primary	FRCC
14	TH PD 2	Thornton Police Dispatch 2	FRCC
15	TH PD C-C	Thornton PD Car to Car	FRCC
16	TH PD TAC	Thornton PD Swat/TAC	FRCC
17	FDHTS PD	Federal Heights PD Primary	FRCC
18	FDHTS CC	Federal Heights PD Car to Car	FRCC
19	BRMF PD 1	BROOMFIELD PD MAIN	DTRS
20	BRMF PD 2	BROOMFIELD PD 2	DTRS
21	CSP ADAMS	CSP TROOP 1D Adams	DTRS
22	CSP WELD	CSP TROOP 3A GREELEY	DTRS
23	CSP Arapahoe	CSP LIMON TROOP 3D	DTRS

School Talkgroups

1	D12 COMCTR	Adams Statewide Com w/all D12	FRCC
2	D12 FLT	Adams Com w/busses & Flt. Maint.	FRCC
3	D12 MNT	Adams Dist. Wide Flt. Maint Comm w/ Busses	FRCC
4	D12 SCH	Adams Dist. Wide Com. w/Schools, ComCntr	FRCC
5	D12 BUS	Adams Statewide Com w/Busses, Schools, ComCntr	FRCC
6	SECURITY	Adams Emergency & Security D12 & Mapleton	FRCC
7	MAPL FLT	Adams Com w/busses & Flt. Maint.	FRCC
8	MAPL SCH	Adams Statewide Com w/Busses, & Mapleton	FRCC
9	D14Admin	Adams County School District 14	FRCC
10	A14 TRANS	Adams County School District 14 BUS Comm.	FRCC
11	A14 SAFETY	Adams County School District 14 Incident Command	FRCC

FRCC Mutual Aid

1	Fire OPS 1	North Metro Fire Chiefs Mutual Aid	FRCC
2	Fire OPS 2	North Metro Fire Chiefs Mutual Aid	FRCC
3	Fire OPS 3	North Metro Fire Chiefs Mutual Aid	FRCC
4	Fire OPS 4	North Metro Fire Chiefs Mutual Aid	FRCC
5	Fire OPS 5	North Metro Fire Chiefs Mutual Aid	FRCC
6	Fire OPS 6	North Metro Fire Chiefs Mutual Aid	FRCC
7	Fire OPS 7	North Metro Fire Chiefs Mutual Aid	FRCC
8	Fire OPS 8	North Metro Fire Chiefs Mutual Aid	FRCC
9	EMS OPS 1	North Metro Fire Chiefs Mutual Aid	FRCC
10	EMS OPS 2	North Metro Fire Chiefs Mutual Aid	FRCC

11	EMS OPS 3	North Metro Fire Chiefs Mutual Aid	FRCC
12	EMS OPS 4	North Metro Fire Chiefs Mutual Aid	FRCC
13	ADMAC 1	ADAMS COUNTY MUTUAL AID	FRCC
14	ADMAC 2	ADAMS COUNTY MUTUAL AID	FRCC
15	ADMAC 3	ADAMS COUNTY MUTUAL AID	FRCC
16	ADMAC 4	ADAMS COUNTY MUTUAL AID	FRCC
17	NMAT 1	Mutual Aid talkgroup for FRCC North of IH70	FRCC
18	NMAT 2	Mutual Aid talkgroup for FRCC North of IH70	FRCC
19	NMAT 3	Mutual Aid talkgroup for FRCC North of IH70	FRCC
20	NMAT 4	Mutual Aid talkgroup for FRCC North of IH70	FRCC
21	SMAT 5	Mutual Aid talkgroup for FRCC South of IH70	FRCC
22	SMAT 6	Mutual Aid talkgroup for FRCC South of IH71	FRCC
23	SMAT 7	Mutual Aid talkgroup for FRCC South of IH72	FRCC
24	SMAT 8	Mutual Aid talkgroup for FRCC South of IH73	FRCC

Network First

1	GOLD 1	Denver area Interop Primary Command and Control	DTRS/HARRIS
2	GOLD 2	Denver area Interop Secondary Command and Control	DTRS/HARRIS
3	RED NE	Denver Area NE quadrant Fire/EMS	DTRS/HARRIS
4	BLUE NE	Denver Area NE quadrant Law Enforcement	DTRS/HARRIS
5	RED SW	Denver Area SW quadrant Fire/EMS	DTRS/HARRIS
6	BLUE SW	Denver Area SW quadrant Law Enforcement	DTRS/HARRIS
7	RED NW	Denver Area NW quadrant Fire/EMS	DTRS/HARRIS
8	BLUE NW	Denver Area NW quadrant Law Enforcement	DTRS/HARRIS
9	RED SE	Denver Area SE quadrant Fire/EMS	DTRS/HARRIS
10	BLUE SE	Denver Area SE quadrant Law Enforcement	DTRS/HARRIS
11	GREY	Denver Area Federal Agencies	DTRS/HARRIS
12	GREEN 1	Denver Area EMS not fire	DTRS/HARRIS
13	GREEN 2	Denver Area EMS not fire	DTRS/HARRIS
14	SILVER	Glendale PD, Auraria PD, ESU MAC	DTRS/HARRIS

MAC Channels

1	MAC 1 MET	METRO MUTUAL AID STATEWIDE	DTRS
2	MAC 2 MET	METRO MUTUAL AID CH 2	DTRS
3	MAC 3 MET	METRO MUTUAL AID CH 3	DTRS
4	MAC 4 MET	METRO MUTUAL AID CH4	DTRS
5	MAC 5 NE	NORTHEAST MUTUAL AID STATEWIDE	DTRS
6	MAC 6 NE	NE MUTUAL AID CH 2	DTRS
7	MAC 7 NE	NE MUTUAL AID CH3	DTRS
8	MAC 8 NE	NE MUTUAL AID CH4	DTRS
9	MAC 9 SE	SOUTHEAST MUT AID STATEWIDE	DTRS
10	MAC 10 SE	SE MUTUAL AID CH2	DTRS
11	MAC 11 SE	SE MUTUAL AID CH3	DTRS
12	MAC 12 SE	SE MUTUAL AID CH4	DTRS
13	MAC 13 SW	SOUTHWEST MUT AID STATEWIDE	DTRS
14	MAC 14 SW	SW MUTUAL AID CH 2	DTRS
15	MAC 15 SW	SW MUTUAL AID CH 3	DTRS
16	MAC 16 SW	SW MUTUAL AID CH 4	DTRS
17	MAC 17 NW	NORTHWEST MUT AID STATEWIDE	DTRS
18	MAC 18 NW	NW MUT AID CH 2	DTRS
19	MAC 19 NW	NW MUT AID CH 3	DTRS
20	MAC 20 NW	NW MUT AID CH4	DTRS
21	MAC 21 ST W	STATEWIDE MAC CHANNEL	DTRS

RSAR	Rampart Search and Rescue	DTRS
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Hospital Talkgroups

1	AVISTA	CENTURA HEALTH-AVISTA ADVENTIST HOSPITAL	DTRS
2	BLDRCOMMHSP	BOULDER COMMUNITY HOSPITAL	DTRS
3	CENTHEALTH	CENTENNIAL HEALTHCARE	DTRS
4	CHILDRENS	CHILDREN'S HOSPITAL ASSOCIATION, THE	DTRS
5	DEN HEALTH	DENVER HEALTH MEDICAL CENTER	DTRS
6	LITTLETNHSP	LITTLETON HOSPITAL	DTRS
7	LONGMNT HSP	LONGMONT UNITED HOSPITAL	DTRS
8	LUTH HOSP	LUTHERAN MED CTR	DTRS
9	AUR MED CTR	AURORA MED CTR	DTRS
10	NRTHSUB MED	NORTH SUBURBAN MEDICAL CENTER	DTRS
11	PLT VAL MED	PLATTE VALLEY MEDICAL CENTER	DTRS
12	PORTER HSP	PORTER HOSPITAL	DTRS
13	PSL HOSP	PRESBYTERIAN/ST LUKE'S MEDICAL CENTER	DTRS
14	ROSE MED CR	ROSE MEDICAL CENTER	DTRS
15	ST ANTH CEN	ST ANTHONY CENTRAL HOSPITAL-CENTURA HEALTH	DTRS
16	STANTH NRTH	ST ANTHONY NORTH HOSPITAL-CENTURA HEALTH	DTRS
17	ST JOE HOSP	ST JOSEPH HOSP	DTRS
18	SWEDISH MED	SWEDISH MEDICAL CENTER	DTRS
19	UNIV MED CT	UNIVERSITY OF COLORADO HOSPITAL AUTHORITY	DTRS
20	SKYRIDGE	SKY RIDGE MEDICAL CENTER	DTRS
21	CENT PRKR H	CENTURA PARKER	DTRS
22	SWEDISH SW	SWEDISH HOSPITAL SOUTHWEST	DTRS
23	BLDR FT HSP	BOULDER COMMUNITY/ FOOTHILLS HOSPITAL	DTRS
24	KINDRED HSP	KINDRED HOSPITAL-DENVER	DTRS
25	LFCARE DEN	LIFECARE HOSPITALS OF DENVER	DTRS
26	SLCT HSP DN	SELECT SPECIALTY HOSPITAL-DENVER	DTRS
27	SLCT HSP DS	SELECT SPECIALTY HOSPITAL-DENVER-SOUTH CAMPUS	DTRS
28	PRES REHAB	SPALDING REHAB HOSPITAL AT PRES/ST LUKES MEDICAL CENTER	DTRS
29	ROSE REHAB	SPALDING REHABILITATION AT ROSE MEDICAL CENTER	DTRS
30	SPALD REHAB	SPALDING REHABILITATION HOSPITAL	DTRS
31	VA HOSP DEN	VA - Denver	DTRS
32	ANSHUTZ HSP	Anshutz Inpatient Pavilion (UCHSC), Aurora	DTRS
33	KAISER HSP	Kaiser Permanente Colorado Region (Aurora)	DTRS
34	CCHN	Colorado Community Health Network (Denver)	DTRS
35	TIERONE CMD	Tier One-Emergency Preparednes & Response	DTRS
36	ORTHO CO	Ortho-Colorado Hospital (at St. Anthony Central)	DTRS
37	NSUB MED NE	North Suburban Medical Center Northeast ER	DTRS
38	EXEMPLA	EXEMPLA GOOD SAMARITAN	DTRS
39	MED CNT RKY	MEDICAL CENTER OF THE ROCKIES	DTRS
40	PVH ER	Poudre Valley Hospital Emergency Channel	DTRS
41	PVH MED	Poudre Valley Hospital EMS Medical Channel (PFA/PVH Medical Calls)	DTRS
42	PVH TAC1	POUDRE VALLEY HOSPITAL TRAUMA	DTRS
43	PVH TAC2	POUDRE VALLEY HOSPITAL SECURITY	DTRS
44	MCKEY LVL HOSP	MCKEY MEDICAL CENTER LOVELAND	DTRS
45	NOCO MEDCTR	NORTHERN COLO MED CENTER GREELEY	DTRS
46	UCH ECC	UCH Emergency Care Center (Greeley)	DTRS