

ARAPAHOE COUNTY FIRE OPERATING PLAN



ARAPAHOE COUNTY



March, 2025

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PREAMBLE

The Fire Operating Plan (FOP) is a working document compiled every five years by Wildfire Agencies participating in the FOP, and shall be attached to and considered a part of the Interagency Cooperative Fire Protection Agreement

PURPOSE

This FOP is to set forth standard operating procedures, agreed procedures and responsibilities in order to implement cooperative wildfire protection on all lands within Arapahoe County. The purpose is to plan, in advance of an incident, who and how agencies will cooperate to control and extinguish wildfires. FOPs are meant to improve understanding of how each participating party to the FOP does business and operates. Goals and objectives of the FOP process include: improvement of efficiency, and effectiveness of response; prevention activities; mitigation activities; and fire business activities.

AUTHORITIES

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
 - BUREAU OF LAND MANAGEMENT – COLORADO
 - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION
 - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION
 - UNITED STATES FISH AND WILDLIFE SERVICE – INTERIOR REGIONS 5 & 7
 - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION
- Agreement for Cooperative Wildfire Protection in Arapahoe County, (DFPC)

RECITALS

C.R.S. § 24-33.5-707.	Local and Inter-jurisdictional 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 (DFPC)
C.R.S. § 24-33.5-1202.	Definitions
C.R.S. § 24-33.5-1203.	Duties of Division
C.R.S. § 24-33.5-1217.3.	Authority to Permit Controlled Burns During Drought Conditions
C.R.S. § 24-33.5-1217.5.	Minimum Prescribed Burning Standards
C.R.S. § 24-33.5-1218.	Cooperation with Governmental Units
C.R.S. § 24-33.5-1219.	Wildland Fires - Duty of Sheriff to Report
C.R.S. § 24-33.5-1220.	Funds Available – Emergency Fire Fund
C.R.S. § 24-33.5-1221.	State Responsibility Determined
C.R.S. § 24-33.5-1222.	Cooperation by Counties
C.R.S. § 24-33.5-1223.	Sheriffs to Enforce
C.R.S. § 24-33.5-1224.	Limitation of State Responsibility
C.R.S. § 24-33.5-1225.	Emergencies
C.R.S. § 24-33.5-1226.	Wildfire Emergency Response Fund
C.R.S. § 24-33.5-1228.	Colorado Firefighting Air Corps
C.R.S. § 29-1-101, <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. § 29-22.5-103.	General Authority and Responsibilities
C.R.S. § 29-22.5-104.	Sheriff may Develop and Update Wildfire Preparedness Plans
C.R.S. § 30-10-512.	Sheriff to Act as Fire Warden
C.R.S. § 30-10-513.	Duties of Sheriff – Coordination of Fire Suppression Efforts
C.R.S. § 30-10-516.	Sheriffs to Preserve Peace – Command Aid
C.R.S. § 30-11-107(1)(o).	Powers of the Board of County Commissioners
C.R.S. § 32-1-1002(3)(a).	Fire Protection District – Additional Powers and Duties

INTERAGENCY COOPERATION

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

Refer to: Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement.

Interagency Dispatch Centers

There are five (5) Interagency Zone Dispatch Centers that operate within the State. For this jurisdiction, the Northern Colorado Interagency Dispatch Center (NCC) will be utilized.

Northern Colorado Interagency Dispatch Center:

4872 Endeavor Dr., Ste. 200

Johnstown, CO 80534

970-295-6800

Email: concc@firenet.gov

Interagency Resources

Interagency resources, as defined here, are aviation, crews, equipment (engines, dozers, etc.), overhead (personnel), and supplies listed in Interagency Resource Ordering Capability (IROC). Interagency resources meet interagency minimum standards as identified in the *Interagency Standards for Fire and Fire Aviation Operations* also known as the Red Book. Interagency resources will be mobilized through IROC.

Requests for resources/assistance under the Colorado Mutual Aid System (CMAS) must be made initially through the NCC Interagency Dispatch and in coordination with a DFPC Resource Mobilization Battalion Chief (RCBC) or their designee by the Arapahoe County Emergency Manager, Sheriff, or Board of County Commissioners. A DFPC Battalion Chief (BC) or RCBC or designee will respond to this request.

Standards

Each jurisdictional agency is responsible for establishing standards for wildland fire response. During initial response, all agencies will accept each other's standards. Once jurisdiction is established, then the jurisdiction agency(s) standards will prevail.

Federal agencies meet or exceed the *Interagency Standards for Fire and Fire Aviation Operations*.

DFPC resources meet or exceed the NWCG 310-1 minimum standard for qualifications and utilize the *Interagency Standards for Fire and Fire Aviation Operation* as a guiding document.

County resources assigned to State and Federal incidents beyond the mutual aid period will meet NWCG 310-1 standards per established agreements or as recognized in other pertinent Interagency documents, guides, or agreements.

PREPAREDNESS

Protection Planning

NCC maintains a resource list in WildCAD of DFPC and federal agency resources. Preparedness Levels are based on indices to determine placement and number of resources available for fire response. Staffing will be commensurate with fire conditions.

Protection Areas and Boundaries

County land ownership, Private land ownership, and State land ownership is under the County Sheriff fire jurisdiction. DFPC has no land ownership or fire jurisdiction.

Methods of Fire Protection and Suppression

The DFPC shall be the lead state agency for wildland fire suppression as identified in the Colorado State Emergency Operations Plan (ESF4a) and in accordance with the provisions of Section 23-31-301, C.R.S.

DFPC personnel will respond as needed and be available to respond to wildfires on state and private lands when called by Arapahoe County. This request will be made via the **Northern Colorado Dispatch Center (NCC) at 970-295-6800**. Such response will be at no cost to the County, except as provided for by other agreements. DFPC will provide technical assistance to the County in suppression, logistics, planning, and other necessary duties, upon the County's request.

The Incident Command System (ICS) will be utilized on all fires. ICS is a standardized method of managing emergency incidents. It manages small, routine daily incidents as well as large, complex, multi-jurisdictional disasters. It is based upon:

- **A common organizational structure**
- **Common terminology**
- **Common operating procedures**
- **Known qualifications of emergency personnel**

Because ICS reduces confusion and uncertainty in the early phases of an incident, it increases the efficiency and effectiveness of fire protection and suppression actions.

If a wildfire crosses or threatens jurisdictional boundaries and becomes a multi-jurisdictional fire, the responsible jurisdictions will provide a delegation of authority to either a single Incident Commander or a Unified Command structure for the incident. One incident command post will be established for the incident. The jurisdictional representatives will meet as a group to identify policies, objectives, and strategies, resulting in one common set of objectives delegated to a single Incident Commander. All of the information will be delivered in a single Incident Action Plan.

The incident shall coordinate the release of all information to agencies and the media. When possible a Joint Information Center will be established utilizing all involved agency Public Information Officers.

1. Emergency Condition Levels/Types

(Refer to the *Arapahoe County Emergency Operations Plan*, as adopted)

The severity of an Incident dictates the level or degree of emergency response and the need for activation of the County Emergency Operations Center (EOC). The following emergency condition levels provide a Standardized Classification System for use by ICS and EOC personnel in identifying appropriate response and resource mobilization levels.

Type 5 - Single, routine incident or one response agency.

Type 4 - Single incident requiring limited mutual aid and/or multiple response agencies.

Type 3 - Single or multiple incidents requiring full mobilization of local or regional resources and at least partial activation of the Arapahoe County EOC.

Type 2 - A disaster that exceeds local and regional resources, requiring state and/or Federal assistance.

Type 1 - The most complex incident, which requires federal resources for incident management.

2. Wildland Fire Types

In Colorado, Wildland fire type numbers are used to describe the degree of mobilization occurring in response to fire situations. Dispatchers and/or on-scene commanders are responsible to announce various types as the incident complexity changes.

Fire types are a numerical classification system of ranging from 1 to 5, used to quickly describe an incident and predetermine necessary dispatch and support actions. Size and complexity of each incident determines its type. The principal jurisdictional agency has responsibility for identifying each incident type. Incident Commanders will ensure that types are communicated to the jurisdictional Dispatch Center, and to assisting and cooperating agencies on route to the incident.

No type - Routine fire operations within city or town boundaries, or a routine structural response within a rural fire protection district. The preplanned fire agency response is adequate; there is no significant impact on local resources, and no back-up alerting of State or Federal resources is required.

Type 5 - Routine wildland emergency response. No significant impact on local resources. No alerting of back-up elements is necessary. Normally involves only one agency but may require minimum cooperation or support from another response agency. The first emergency response agency to arrive at the scene of a wildland fire, regardless of whether the incident occurs within its jurisdiction, shall assign an incident commander until the jurisdictional agency arrives.

- Incident Command Post established by Incident Commander
- Emergency Operations Center not activated
- DFPC not notified

Type 4 - Routine wildland emergency which exceeds the capacities of on-scene personnel and equipment, involves multiple response agencies, and requires mutual aid support and preliminary alerting of County and State resources.

- Incident Command Post established by Incident Commander
- Emergency Operations Center may be activated
- DFPC notified via Northern Colorado Dispatch: 970-295-6800

Type 3 - Magnitude of the incident exceeds the capabilities of routinely available mutual aid and requires full mobilization of county resources.

- Incident Command Post established by Incident Commander
- Emergency Operations Center may be activated
- DFPC notified via Northern Colorado Dispatch: 970-295-6800; Regional Battalion responds
- State or Federal Incident Management Team may be requested

Type 2/1 - Situation exceeds available County resources and requires substantial mobilization of out-of-county, State and/or Federal resources.

- Incident Command Post established by Incident Commander
- Emergency Operations Center activated
- DFPC notified via Northern Colorado Dispatch: 970-295-6800; Regional Battalion responds
- State or Federal Incident Management Team requested

Reciprocal (Mutual Aid) Fire Assistance

MUTUAL AID AGREEMENT: Pursuant to 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.

MUTUAL AID PERIOD: The extent of the Mutual Aid period shall be twenty-four (24) 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. **Initial attack activities are subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved Agencies, and unless otherwise covered under Wildfire Emergency Response Fund (WERF) and/or Colorado Firefighting Air Corps (CFAC). DFPC must be notified of WERF/CFAC activation.**

OBLIGATION UNDER MUTUAL AID: It is understood that no supporting Agency or Fire Protection District will be required to assist, or expected to commit resources to a jurisdictional Agency, if such assistance or resources may jeopardize the security of lands under protection of the supporting Agency or Fire Protection District.

Local DFPC will respond as needed and available to respond to wildfires on state and private lands when requested by Arapahoe County Sheriff's Office, Office of Emergency Management.

Such response will be at no cost to the County, except as provided for by other agreements. DFPC will provide technical assistance to the County in suppression, logistics, planning, and other necessary duties, upon the County's request.

Acquisition of Services

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

For County jurisdictional fires (no federal lands involved): If the Arapahoe County Emergency Operations Center (EOC) is not activated the ICP will place resource orders through the appropriate local dispatch center. If the EOC is activated resources orders from the Incident Command Post will be placed through Logistics in the EOC. (Refer to *Arapahoe County Resource Mobilization EOP Annex* for full procedures.)

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

Once the fire has met State Responsibility and the DFPC has Assumed Control Duty, all resource ordering will be handled per the Delegation of Authority.

Arapahoe County is required to notify the DFPC Regional Battalion Chief immediately upon ordering any interagency hand crews or aircraft through NCC, if they are requesting the support of WERF/CFAC for the resource's first use. Without such notification, any such resource use may obligate the County to pay for the costs under the current Agreement for Cooperative Wildfire Protection in Arapahoe County (See Attachment A).

PERSONS AUTHORIZED TO ORDER INTERAGENCY WILDLAND FIRE RESOURCES ON BEHALF OF ARAPAHOE COUNTY.

Arapahoe County Sheriff's Office

Tyler Brown	Sheriff
Jared Rowilson	Undersheriff
Ken McKlem	Chief of Public Safety Bureau
Scott Luedtke	Chief of Detention Services Bureau
Bob Stef	Chief of Support Services Bureau
Adam Burson	Captain of Special Operations
Nathan Fogg	Emergency Manager

Ashley Cappel	Deputy Emergency Manager
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Joint Projects and Project Plans

Refer to the 2022 Arapahoe County Community Wildfire Protection Plan.

Fire Prevention

Public information regarding fire danger and fire restrictions should be coordinated to the extent possible and issued jointly to the media. Joint press releases reduce public confusion and help substantiate the message being issued.

Public Use Restrictions

The Board of County Commissioners, Arapahoe County Sheriff, and the State of Colorado have the authority to issue fire restrictions on lands within Arapahoe County. Each jurisdiction will communicate all fire bans, restrictions, or closures to all agencies. Fire restrictions will be coordinated and communicated between agencies. Agencies agree to use scientific methods and risk analysis to support decisions regarding issuance and removal of fire restrictions. The *Northern Colorado Interagency Dispatch Zone, Procedures for Initiation or Rescinding Fire Restrictions* serves as a guide for interagency fire restrictions.

DFPC will assist coordination of restrictions or closures within the DFPC Region, if necessary.

Burning Permits

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

Prescribed Fire (Planned Ignitions) and Fuels Management

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

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

Smoke Management

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

OPERATIONS

Fire Notifications

DFPC shall be notified via the Northern Colorado Dispatch Center of all fires beyond the capability of the County by the County.

Notification of all other agencies that are affected is the responsibility of the responding agency. All notifications shall be made as soon as possible to the jurisdictional agency.

Boundary Line Fires

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

A fire adjacent to a protection boundary or located in an area of undetermined jurisdiction will be the initial attack responsibility of all agencies on both sides of the boundary until jurisdiction is determined.

If the fire is confined to a single jurisdiction, that agency will designate an Incident Commander (IC) during initial response. It shall be the responsibility of the jurisdictional agency to provide or mobilize replacement forces.

If multiple agencies are engaged in a fire on or near common boundaries, the agency representatives shall convene as soon as possible to mutually agree upon the fire strategy, establish a unified command, and delegate an IC as soon as possible.

IC designation will be mutually decided by the jurisdictional agencies. When a fire burns on both sides of a protection boundary or threatens another jurisdiction, and is beyond the mutual aid period, a cost share agreement shall be prepared and approved by the Agency Administrator or their designee for all actions as outlined in a Cost Share Agreement.

Response to Wildland Fire

Fires originating on non-Federal land will be suppressed. Fires will be suppressed using commonly accepted suppression tactics including but not limited to direct attack, indirect attack, point protection, and combinations of all with consideration to the values at risk and the health and safety of the public and firefighters.

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

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

Structural fire suppression is the responsibility as defined in State statute. DFPC and federal agencies may assist with exterior structural fire protection.

Special Management Considerations

Incident Commanders using fire retardant or heavy equipment to suppress a wildfire will follow the policies and procedures regarding the use of such tactics established by the agency having jurisdiction over that wildfire.

The DFPC Regional Battalion Chief or designee must be notified via the Northern Colorado Dispatch Center (NCC) 970-295-6800 as soon as practical of all fires occurring on lands belonging to the Colorado State Land Board (SLB) and State Parks and Wildlife Lands (CPW).

Decision Process

As a fire situation evolves and changes, the objectives, strategies, and tactics may also change. The process of monitoring, evaluating, and determining appropriate objectives will be facilitated through the use of a Decision Support System (DSS). Wildland fires can be managed by more than one objective and objectives can change as fire spreads across the landscape. All agencies involved in initial attack should assist in the completion of the DSS. In extended attack fires, all jurisdictions shall be invited and involved in the DSS. When a fire is burning on or threatens to burn on multiple jurisdictions, one DSS should be prepared that considers all jurisdictions and their interests. If multi-jurisdictional fires occur that involve federal jurisdiction, then one DSS should be completed for the fire that includes input from all affected jurisdictions.

DFPC requires a DSS to be completed for all State Responsibility fires (fires funded by Emergency Fire Fund, State Emergency Declaration, or other State funds) and Federal Emergency Management Agency (FEMA) Fire Management Assistance Grant (FMAG) declaration fires. DFPC is responsible for the completion and review of the DSS for these fires. While there are different DSS available, Wildland Fire Decision Support System (WFDSS) is the preferred DSS for federal and non-federal jurisdiction fires that have become a State Responsibility fire. http://wfdss.usgs.gov/wfdss/WFDSS_Home.shtml

Federal agencies are required to utilize WFDSS for all fires that escape initial attack on federal jurisdiction to determine the appropriate response. Depending on the location and situation, these objectives will include consideration for firefighter and public safety, protecting values and natural resources, or appropriately managing suppression costs relative to the values at risk. WFDSS is the DSS to document these decisions. WFDSS shall incorporate federal, state, county, and private land interests.

Cooperation

It is to the mutual advantage of all agencies to coordinate efforts for the prevention, detection, and suppression of wildfires in and adjacent to their areas of jurisdiction and responsibility to limit duplication as well as improve the effectiveness of wildland fire response. All agencies agree to cooperate, whenever possible, in all areas of wildland fire management.

Communication

Incidents involving multiple jurisdictions, public information will be coordinated between all agencies involved with all information being released. County jurisdiction fires or incidents that DFPC and federal resources respond to are identified as “county assist” and will be handled by the Sheriff’s Office Public Information Officer (PIO). Otherwise, the Authority Having Jurisdiction

PIO may handle the duties, as requested. If agencies involved determine a Joint Information Center is needed, then the agencies will coordinate that staffing and the information disseminated.

Cost Efficiency

Cost effectiveness is the most economical use of the suppression resources necessary to accomplish objectives. Accomplishing fire operations objectives safely and efficiently will not be sacrificed for the sole purpose of “cost savings”. Care will be taken to ensure that suppression expenditures are commensurate with values to be protected, while understanding that other factors may influence spending decisions, including the social, political, economic, and biophysical environments.

Refer to Cost Share Agreement Section for further details.

Delegation of Authority

For extended attack fires, a written Delegation of Authority will be issued to the Incident Commander (IC) from all affected agencies. All agencies are encouraged to form and participate in a Unified Command in the Delegation of Authority to the respective IC.

The delegation does not absolve the Authority Having Jurisdiction from any legally owed responsibility. The delegation provides another agency or individual, the authority and power to act on behalf of the agency delegating the authority. It also lists the parameters of the delegated authority.

Preservation of Evidence

The Agency Having Jurisdiction is responsible for the fire origin and cause investigation. The initial attack Incident Commander should protect and preserve the fire origin area and any evidence associated with the fire cause and origin. The fire origin area should be immediately identified by first responders and protected to preserve any evidence that may help the investigation. Fire cause investigations are required for DFPC and federal agencies, and any FEMA-declaration fire. When a fire involves mixed land ownership, a joint fire investigation is the recommended method.

STATE EMERGENCY FIRE FUND (EFF)

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

In the event a fire becomes State Responsibility, the County agrees to supply the appropriate type and amount of County resources for the duration of the fire as available and approved.

Arapahoe County does not participate in EFF. An EFF complexity analysis completed by DFPC Regional Battalion Chief or designee that scores high enough may allow for an exception and use of emergency funds authorized by order of the Governor.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreement (Cost Share Methodologies)

All multi-jurisdictional fires shall have a cost share agreement. Negotiations should consider each agency's values at risk and resources assigned. Cost share agreements will be documented, including the basis or rationale used (State Operating Plan, Cost Share Agreement Template/Example).

Training

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

Communication Systems

All agencies may use the other's radio frequencies as needed to conduct emergency operations. However, no agency will use, or authorize others to use, another agency's radio frequencies for routine day-to-day operations, unless otherwise approved. Fire protection districts and fire departments on incidents, under the auspices of the County, are granted permission to use federal radio frequencies, if needed, to assure safety of the operation. All agencies must coordinate interagency frequencies during initial response wildfire incidents. For extended attack incidents all agencies must request interagency frequency utilization via Northern Colorado Interagency Dispatch.

Fire Weather Systems

Rocky Mountain Area Predictive Services (RMAPS) and the National Weather Service (NWS) provide a variety of products that are designed to support strategic and tactical decisions. NWS products are designed for tactical decision support. These products include (but are not limited to), Fire Weather Forecasts, Spot Forecasts and Smoke Management Forecasts. Red Flag Warnings are determined by the National Weather Service-Denver Boulder Office. These forecasters determine Red Flag Warnings from weather data and fuel status data. Fuel Status data is found on the BLM Fuel Status Webpage. The National Weather Service periodically issues "RED FLAG" warning bulletins and Fire Weather Watches.

Aviation Operations

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

1. STATE RESOURCES

DFPC hosts fixed wing and rotor wing assets, for use on wildland fires within the State of Colorado. These assets have home bases, but frequently move locations to preposition in areas of risk. Requests to have DFPC assets moved to cover a specific area (such as Arapahoe County) should be made by local cooperators through the DFPC Regional Battalion Chief. Requests for all state aviation resources will be made in accordance with the procedures outlined in the Wildland Fire Resource Funding Guidelines.

2. FEDERAL RESOURCES

Requests for Federal and Interagency aviation resources such as Air Tankers or Helicopters will be made through NCC.

3. LOCAL RESOURCES

Arapahoe County has the ability to utilize Call When Needed contracts with local aviation companies for the use of helicopters to suppress wildland fires within Arapahoe County. Arapahoe County aviation assets may be utilized as air reconnaissance. Arapahoe County assets will utilize the full range of Interagency VHF frequencies to provide effective communication with NCC, other aviation assets, and Interagency ground resources.

Billing Procedures

National Wildfire Coordinating Group publication, Interagency Incident Business Management Handbook, NWCG Handbook 2: PMS 902 (NWCG IIBMH) will guide cooperative, exchange, and contract/fee basis fire protection services. Federal agencies and DFPC follow NWCG IIBMH, Chapter 50 specifically for cooperative and reimbursable fire protection services.

In addition to NWCG IIBMH, local fire agencies follow the *Colorado Department of Public Safety, Division of Fire Prevention & Control and Division of Homeland Security & Emergency Management (DHSEM) Cooperator Incident Reimbursement Guidelines* for the reimbursement process.

The Colorado Resource Rate Form (CRRF) is the basis for the reimbursement process.

Cost Recovery

In the event that cost recovery is pursued on an unplanned ignition (regardless of ownership), all costs from the time of initial report of the fire (including mutual aid) may be pursued.

GENERAL PROVISIONS

This FOP is the framework for cooperation between Interagency Dispatch Centers, State of Colorado, and Arapahoe County. It does not supersede any other lawful policy, rule, or procedure. This FOP may be utilized in complement to the County's Emergency Operations Plan. The County is encouraged to create FOPs, MOUs and Agreements with their local response agencies.

Personnel Policy

All agencies shall be subject to the personnel rules, laws, and regulations of their respective agencies, unless employed temporarily by another agency to this FOP and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel rules, laws, and regulations.

There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to local fire agencies. These supplemental personnel are identified as "Supplemental Resources" defined as: "Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to

incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff."

When this situation arises, Supplemental Resources are utilized as identified in the Colorado Department of Public Safety, Division of Fire Prevention & Control and Division of Homeland Security & Emergency Management (DHSEM) Cooperator Incident Reimbursement Guidelines and documented with the CRRF. While on assignment, Supplemental Resources are considered local fire agency employees and the local fire agency will be reimbursed for their actual costs.

Modification

Revisions or updates are automatically incorporated into the *Colorado Statewide Operating Plan* and *Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement* signed and dated 2021.

Annual Review

This FOP is audited annually for baseline accuracy (telephone numbers, personnel or a reorganization of an agency), and revised every five (5) years or as needed if larger, more sophisticated updates are required, per the Arapahoe County Emergency Management Planning Cycle.

Duration of Agreement

This FOP is in effect from 5/1/2025 through 4/30/2030 or until State master plan is finalized, requiring a revision of the County FOP.

Previous Agreements Superseded

This document supersedes all previous versions of the Arapahoe County Annual/Fire Operating Plan.

SIGNATURES

Authorized Representatives

ARAPAHOE COUNTY SIGNATURES

Signature

Date

Tyler S. Brown

Printed Name

County Sheriff

Title

Signature

Date

Leslie Summey

Printed Name

County Commissioner, Chair

Title

COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

Signature

Date

Paul Amundson

Printed Name

Battalion Chief, Table Mountain Region

Title

Attachment A: Agreement for Cooperative Wildfire Protection

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

This Agreement is made by and between Arapahoe Colorado acting through its Board of County Commissioners and [Signature] 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 the lead state agency for wildland fire response and suppression.

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 IROC or successor system(s), from which those resources can be ordered when needed. For resources to be entered into IROC they must be documented on a valid Colorado Resource Rate Form (CRRF). DFPC also administers and manages the IQS, which is used to track NWCG qualifications for Fire Department, County, Sheriff, and State personnel and enters such personnel into the IROC or successor system(s). IQS program management and user roles and responsibilities are detailed in the annual IQS Terms and Conditions.

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 an Incident Commander 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.

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.

C. PURPOSE

The purpose of this agreement is to detail processes 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 managing 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; also called "the Master Agreement".

"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 (303-279-8855) or successor fire notification and coordination process will connect the caller with the on-duty communications personnel of the Colorado Department of Public Safety who will then notify the appropriate DFPC

personnel.

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

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

"County OP." The *County Operating Plan* is a planning document between the County, the Sheriff, the DFPC, Federal land agencies, and other possible participants. The OP can be adopted for a multi-year cycle not to exceed the expiration date of the Master Agreement, but must be reviewed on an annual basis. The County OP documents how interagency cooperation is to be implemented within the County. The County OP shall be drafted by DFPC or designee in cooperation with the County, but substantially in the form of the current OP template.

"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.

"Delegation of Authority." A statement provided to the Incident Commander by the Agency Administrator(s) delegating authority and assigning responsibility. The Delegation of Authority can include objectives, priorities, expectations, constraints, and other considerations or guidelines as needed.

"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.

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

"DFPC Personnel." DFPC representatives, in addition to the DFPC Battalion Chief, may include, but are not limited to the DFPC District Chiefs and DFPC Deputy District Chiefs.

"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.*

"ESA." Means Enhanced State Assistance. Funding and state resources provided by DFPC to local jurisdictions to encourage rapid initial attack actions where fire is unwanted, to reduce the size, duration, costs, and impacts of wildfires; defined in the Annual Wildfire Preparedness Plan Appendixes.

"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.

"ICS." The Incident Command System is a standardized approach to the command, control, and coordination of on-scene incident management, providing a common hierarchy within which personnel from multiple organizations can be effective. ICS is the combination of procedures, personnel, facilities, equipment, and communications operating within a common organizational structure, designed to aid in the management of on-scene resources during incidents. It is used for all kinds of incidents and is applicable to small, as well as large and complex, incidents, including planned events.

"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.

"IROC." The Interagency Resource Ordering Capability chartered by the National Wildfire Coordinating Group. IROC is a nationwide, web-based application that aligns with interagency business needs for tracking all tactical, logistical, service and support resources mobilized by the incident dispatch community.

"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.

"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 State-coordinated financial assistance.

"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 OPs, 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 (or successor agreements).

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

G. AGREEMENT

Section 1. PLANNING

1.1 County OP. Prior to May 1 of each year, the Parties, along with other agencies having Wildland Fire responsibilities within the county, shall jointly review the OP and, if updates are required, shall update, execute, and distribute a new OP. The DFPC Battalion Chief, or other designated DFPC personnel, shall arrange the date and location of the County OP meeting(s), and shall be the lead coordinator and facilitator of the County OP process. The Parties acknowledge and agree that with the Sheriff's consent, Fire Departments may participate in County OP meeting(s). However, the Parties may revise the County OP 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 review the County OP by the May 1 deadline will not result in a penalty to any Party pursuant to this agreement.

1.2 OP 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, or other designated DFPC personnel, and the County Sheriff and written notice sent to all the OP Parties in the prior year's County OP.

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 agreements, or other agreements between the County and Fire Departments or other governmental entities, the Sheriff will follow ICS and will ensure an Incident Commander is appointed to manage a County Responsibility Fire. 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 Incident Commander. Further, the DFPC shall reply to all requests for State personnel, resources, and equipment from the County, Sheriff, or the Incident Commander, 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. 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. Eligible costs on a State Responsibility Fire are outlined in Exhibit A to this agreement.

If the County participates in the Emergency Fire Fund program, the DFPC shall assess whether

the Wildland Fire qualifies for Emergency Fire Fund assistance as 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. On a multi-jurisdictional State Responsibility Fire, all Agency Administrators will work collaboratively. 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 Sheriff or designee 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. 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. On a multi-jurisdictional State Responsibility Fire, all Agency Administrators will work collaboratively. 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). 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 personnel 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 OP. The County agrees to work cooperatively with the DFPC to coordinate public fire prevention messages provided to the media as outlined in the County OP.

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 OP. 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 OP. 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 OP.

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.

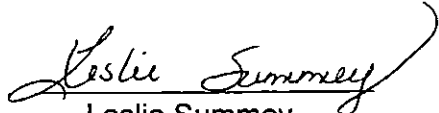
11.2 Repeal of Prior Agreements. This Agreement, upon full execution, shall repeal and replace any other prior agreements between the Parties relating to cooperative Wildfire protection within the county.

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:


Leslie Summey
Chair, Board of County Commissioners

Sheriff:


Tyler S. Brown
Sheriff

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 Parties payable after their current 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 Parties, their 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 Parties' 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.

Similarly, State shall perform its duties hereunder as an independent Party and not as an employee of the County or Sheriff. Neither State nor any agent or employee of State shall be deemed to be an agent or employee of County or Sheriff. State shall not have authorization, express or implied, to bind the County or Sheriff to any agreement, liability or understanding, except as expressly set forth herein. State and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County or Sheriff and neither the County nor Sheriff shall pay for or otherwise provide such coverage for State or any of its agents or employees. State shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. The State is self-insured through Risk Management.

(d) COMPLIANCE WITH LAW.

Each Party 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 a Party to indemnify or hold another Party harmless; requires a Party to agree to binding arbitration; limits a Party'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 a Party'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.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Arapahoe COUNTY, COLORADO:

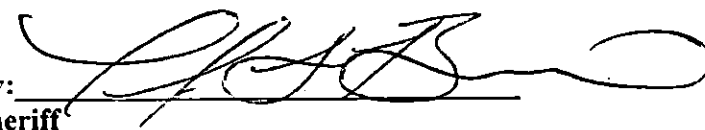
Board of County Commissioners:

By: 
Chair, Authorized Officer

County Clerk:

By: 
County Clerk

County Sheriff:

By: 
Sheriff

STATE OF COLORADO:
Jared Polis, GOVERNOR

Department of Public Safety, Division of Fire Prevention and Control

By: _____
Michael C. Morgan
DFPC Director

**AGREEMENT
FOR
COOPERATIVE WILDFIRE PROTECTION**

EXHIBIT A. Summary of Eligible Costs on State Responsibility Fires

I. PURPOSE

The purpose of this Exhibit is to establish the eligibility of reimbursable costs for the County and DFPC on State Responsibility Fires (SRF).

II. ELEVATION OF A COUNTY RESPONSIBILITY FIRE TO A STATE RESPONSIBILITY FIRE

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

III. ELIGIBILITY OF COSTS

The provisions of this subsection shall control the eligibility of costs for reimbursement from the DFPC during an SRF. Reimbursement or payment shall be limited to eligible costs incurred in containing and controlling a wildfire that is determined to be eligible for State Responsibility and are incurred during the designated State Responsibility Period. The designated State Responsibility Period is defined as the time after the State assumes fire control and financial responsibility for the fire from the County until DFPC returns full fire control and financial responsibility for the fire back to the County. During this Period, the DFPC will reimburse the County and the Sheriff for Eligible Costs incurred in connection with the County's and the Sheriff's wildland fire suppression efforts on SRF incidents within their jurisdiction.

For purposes of this Exhibit, "Host County" is defined as the County or Counties in which the SRF incident is occurring, and "County" includes the Sheriff.

A. Costs eligible for reimbursement or payment unless contrary to local agreements ("Eligible Costs")

- DFPC approved costs for fire suppression activities as outlined in the CDPS Cooperator Incident Reimbursement Guidelines,
- Host County permanent employees overtime pay including benefits.

- Host County temporary/seasonal employee regular and overtime pay including benefits.
- Host County equipment use and fuel.
- Host County owned or contracted and managed aircraft use and fuel.
- State of Colorado permanent employee project and overtime pay including benefits.
- State of Colorado temporary/seasonal employee regular and overtime pay including benefits.
- State of Colorado permanent and temporary/seasonal employee travel expenses.
- State of Colorado equipment use and fuel.
- State of Colorado owned or contracted and managed aircraft use and fuel.
- Restock and/or replacement of supplies consumed, lost or destroyed in the fire control effort, as supported by appropriate incident documentation.

B. Costs NOT eligible for reimbursement or payment

- Host County permanent employee regular/base salaries and benefits.
- Host County equipment repair and replacement due to normal wear and tear.
- Host County owned or contracted and managed aircraft daily availability, normal wear and tear, and repair.
- State of Colorado permanent employee regular/base salaries and benefits.
- State of Colorado equipment repair and replacement due to normal wear and tear.
- State of Colorado owned or contracted and managed aircraft daily availability, normal wear and tear, and repair.
- Costs covered by insurance.
- Host County Sheriff's costs of performing the investigation of all human caused fires, except for overtime and benefits that occur during the designated State Responsibility Period.

C. Costs that the Division Director may determine to be reimbursable or payable as Eligible Costs on a case-by-case basis

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