

2012 COLORADO STATEWIDE WILDLAND FIRE MANAGEMENT ANNUAL OPERATING PLAN

BETWEEN THE

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT – COLORADO

and

NATIONAL PARK SERVICE – INTERMOUNTAIN REGION

and

BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION

and

UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE
REGION

and

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE – ROCKY MOUNTAIN REGION

and

COLORADO STATE FOREST SERVICE

and

STATE OF COLORADO

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF FIRE PREVENTION AND CONTROL

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References

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

2012 COLORADO STATEWIDE ANNUAL FIRE OPERATING PLAN

PREAMBLE

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

PURPOSE

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

RECITALS

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

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

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

INTERAGENCY COOPERATION

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

Jurisdictional Roles

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

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

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

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

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

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

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

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

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

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

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

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

Interagency Zone Dispatch Centers

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

Interagency Resources

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

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

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

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

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

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

Standards/Qualifications

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

PREPAREDNESS

Protection Planning

DFPC:

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

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

Protection Areas and Boundaries

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

Methods of Fire Protection and Suppression

Mutual Aid Fire Protection:

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

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

Public Use Restrictions

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

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

Burning Permits/Smoke Permits

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

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

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

Prescribed Fire (Planned Ignitions) and Fuels Management:

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

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

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

OPERATIONS

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

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

Boundary Line Fires

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

Structure Protection

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

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

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

DFPC – may assist with exterior structural fire protection.

Personal Protective Equipment (PPE)

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

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

Response to Wildland Fire

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

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

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

Decision Support System

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

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

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

Special Management Considerations

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

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

Delegation of Authority

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

Preservation of Evidence and Cause Determination: Investigation process.

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

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

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

Cost Share Agreements

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

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

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

Training

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

Communication Systems

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

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

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

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

Fire Weather Systems - Fire Potential/Fire Weather Products Available

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

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

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

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

Aviation Operations

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

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

Aviation Ordering

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

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

Billing Procedures: see Exhibit A.

Cost Recovery

Indirect Costs

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

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

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

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

Planned Ignitions -

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

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

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

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

Wildland Urban Interface (WUI)

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

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

Aviation Resources Costs

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

GENERAL PROVISIONS

Modification

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

Annual Review

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

Duration of Plan

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

Previous SAOPs Superseded

This SAOP supersedes the 2011 SAOP.

Authorized Representatives

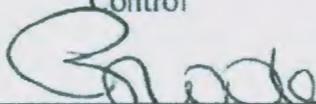
By signature below, all signatories to this SAOP certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective agencies for matters related to this SAOP.

Execution

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

SIGNATURES OF AUTHORIZED AGENCY REPRESENTATIVES

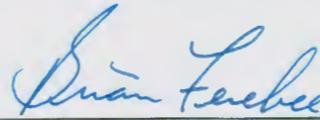
Division of Fire Prevention and Control



Division Director or Designee

12/21/12
Date:

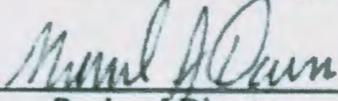
USFS Region 2



Regional Forester or Designee

FEB 1 2013
Date:

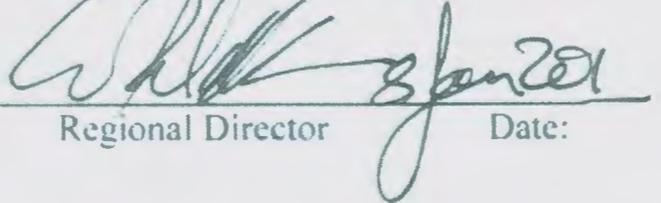
National Park Service



Regional Director or Designee

1/11/13
Date:

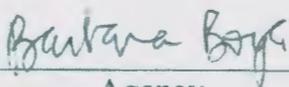
Bureau of Indian Affairs



Regional Director

Date:

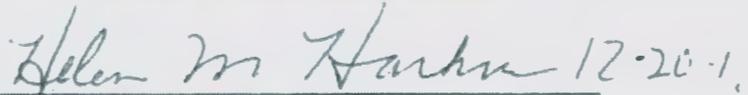
Fish and Wildlife Service



Agency Administrator

1/11/13
Date:

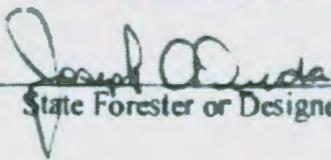
Bureau of Land Management



State Director or Designee

Date:

Colorado State Forest Service



State Forester or Designee

1-2-13
Date:

EXHIBIT A

Billing Procedures for Reimbursable Billings and Payments

A) **Billable/Non-Billable/Shareable**

Non-Billable Items:

The following items are NOT considered billable by the Agencies:

1. Agency Overhead personnel performing agency specific duties and not assigned to the incident
2. Non-expendable accountable property
3. Agency specific Burned Area Emergency Rehabilitation (BAER) beyond suppression damage rehab
4. Mutual aid costs unless otherwise stipulated in a cost share agreement.

Billable and Shareable Items:

Costs in support of an incident not on resource orders: There are associated costs that both State and Federal Agencies incur in providing resources to an incident. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable. While, on the surface, they are not ordered by and for the incident, they are necessary to mobilize ordered resources or acquire services for the incident and are valid charges (i.e. mobilization of crews, equipment contractors etc). These associated costs that are a result of the incident are considered to be an added cost to the agency. While these activities may not be documented on a resource order, they will be billed using agency specific financial system reports.

Examples include but are not limited to:

- **Dispatcher:** performing dispatch activity in support of the incident.
- **Airbase personnel:** includes personnel working in support of the incident.
- **Warehouse personnel:** includes local and regional cache/service center personnel performing activity in support of the incident.
- **Mobilization centers:** includes personnel performing activities within a mob center in support of the incident. These mobilization centers are established by agencies to support the incident.
- **Transportation cost:** includes personnel performing activities in support of the incident or mobilization centers. This may also include salaries, mileage and lodging/per diem.
- **Temporary incident payment center activity:** includes personnel performing activities in support of the incident, which may include salaries, travel expenses, supplies and temporary facility rental.
- **Backfill:** appropriate backfill billable to the incident:

- (i) base hours of assigned resource or backfill but not both entities;
- (ii) overtime hours of assigned resource or backfill but not both entities.
- **Invoice Preparation:** includes charges by agency staff for the preparation of incident billing documents/packages.
- **Fire Duty Officer/Coordinator/Liaison:** interfaces with cooperators and supporting partners at local and state levels.
- **Fire Equipment Shop:** maintenance and or repair of engines, delivery of fire equipment and supplies to an incident.

B) **Suppression Billings**

1. **Federal Billing Procedures:** Federal Agencies will not bill each other for fire suppression support. After expenses have been reviewed and the cost-share agreement terms applied, federal agencies will submit bills for their reimbursable costs to the State whenever Colorado is the protecting Agency and a billing is appropriate. (See Exhibit I for review process and timelines.)

2. **State Billing Procedures:**

Important Change: Due to the implementation of HB12 -1283, the responsibility for State Fire Billing was transitioned effective July 1, 2012 to Division of Fire Prevention and Control. Because of this transition date, suppression expenses for the same incident will be sent to the federal agencies by CSFS for expenses paid out of CSFS/CSU accounts through June 30, 2012 and by DFPC for expenses paid out of State accounts from July 1, 2012 forward.

All provisions of the original 2012 SAOP prior to this Modification related to Billing procedures remain in effect until all expense paid from CSU accounts prior to July 1, 2012, have been billed to the Federal agencies by CSFS/CSU and paid by the Federal agencies

a. **When Colorado is the Supporting Agency:**

In-state fires occurring before July 1, 2012: When Colorado is the supporting agency and the incident is **within** the state of Colorado, the Colorado State Forest Service/Colorado State University will bill the jurisdictional Federal agency for any fire suppression expenses paid from CSFS/CSU accounts through June 30, 2012.

In-state fires occurring after July 1, 2012: When Colorado is the supporting agency and the incident is **within** the state of Colorado, the Colorado Division of Fire Prevention and Control will bill the jurisdictional Federal agency for any fire suppression costs paid from State accounts July 1, 2012 forward.

Out-of-state fires occurring before July 1, 2012: When Colorado is the supporting agency on an **out-of-state** federal fire, CSU/CSFS will submit an invoice to the federal agency within Colorado for expenses paid from

CSU/CSFS accounts through June 30, 2012. When Colorado is the supporting agency on a state fire outside of Colorado, CSU/CSFS will submit that invoice to USFS in Colorado for expenses paid from CSU/CSFS accounts through June 30, 2012, unless agreement for direct billing has been reached with that state.

Out-of-state fires occurring after July 1, 2012: When Colorado is the supporting agency on an **out-of-state** federal fire, Colorado Division of Fire Prevention and Control (DFPC) will submit an invoice to the federal agency within Colorado for expenses paid from DFPC accounts starting July 1, 2012. When Colorado is the supporting agency on a state fire outside of Colorado, DFPC will submit that invoice to USFS in Colorado for expenses paid from DFPC accounts starting July 1, 2012, unless agreement for direct billing has been reached with that state.

- b. Agencies will share their respective individual incident Resource Order numbers for cross referencing purposes, if requested.
- c. **When Colorado local/county agencies are the jurisdictionally responsible agency:**

Fires occurring before July 1, 2012: When Colorado local/county agencies were the jurisdictionally responsible agency and Federal Agencies provided resources, and the Colorado State Forest Service/Colorado State University received, reviewed and paid the Federal Agency from CSFS/CSU accounts for any fire suppression expenses through June 30, 2012, CSFS/CSU will then bill the responsible local/county jurisdiction for reimbursement.

Fires occurring after July 1, 2012: When Colorado local/county agencies were the jurisdictionally responsible agency and Federal Agencies provided resources, the Colorado Division of Fire Prevention and Control will receive, review and pay the Federal Agency from State accounts for any fire suppression expenses paid from July 1, 2012 forward and then bill the local/county jurisdiction for reimbursement.

3. Billing Addresses:

Appropriate bills will be sent to the following agency addresses:

<p>Bureau of Land Management Attn: Fire Incident Business 2850 Youngfield Street Lakewood, Colorado 80215 Phone: 303-239-3958 Fax: 303-239-3811 Cell: 303-619-6973</p>	<p>Bureau of Indian Affairs Attn: Mike Perry 1001 Indian School Road NW Albuquerque, NM 87104 Phone: 505-563-3007 Fax: 505-563-3019 Email: mike.perry@bia.gov</p>
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<p>National Park Service Intermountain Region Attn: Linda Turner 12795 W. Alameda Park Denver, CO 80225 Phone: 303-969-2948 Fax: 303-969-2037 Email: linda_turner@nps.gov</p>	<p>Fish and Wildlife Service US Fish and Wildlife Service Attn: Melissa Rosales, Fire Admin Officer 134 Union Blvd., Suite 300 Lakewood, CO 80228 Phone: 303-236-4359 Fax: 303-236-4792 Email: Melissa.Rosales@fws.gov</p>
<p>USDA Forest Service – Region 2 Attn: Denise Tomlin 740 Simms Street Golden, CO 80401-4720 Phone: 303-275-5316 Fax: 303-275-5754 Cell: 303-378-0785 Email: dtomlin@fs.fed.us</p>	<p>State of Colorado Division of Fire Prevention and Control Attn: Terrie Craven Bldg 1049 5060 Campus Delivery Fort Collins, CO 80523 Phone: 970-491-8466 Fax: 970-491-3445 Email: terrie.craven@state.co.us</p>
<p>Colorado State Forest Service Attn: Mary Atella Bldg 1050 5060 Campus Delivery Fort Collins, CO 80523 Phone: 970-491-3850 Fax: 970-491-7736 Email: mary.atella@colostate.edu</p>	

4. Billing Estimates and Time Frames:

Each Agency will notify the respective administrative headquarters of any reimbursable claims that they intend to make and will provide an estimate of the amount involved within 120 days in each reimbursable action. Absent a written extension of time granted by the reimbursing agency, the final itemized claim should be submitted to the reimbursing agency within 240 days of the suppression action.

5. Incident Cost Review:

Signatory agencies will meet quarterly to discuss status of Cost Share and Colorado Emergency Fire Fund EFF declared fires. Costs will be reviewed according to the Federal Invoice Review Process (see Exhibit I) and handled on a case-by-case basis. Cost-share reconciliation spreadsheets will be presented and reviewed at the meeting. A contact person for each Agency will be identified and be responsible for ensuring costs to date are presented for their Agency. Agency contacts (See B.3 for contacts) will set dates and locations for the quarterly meetings.

C) Electronic Funds Transfer (EFT):

The Colorado Department of Public Safety shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with U.S. Treasury Regulations, Money, and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT.

D) Billing Content: Bills will contain, at a minimum

- Cooperator name, address, phone number and agency financial contact
- Invoice or bill number
- Agreement number
- Resource Order number
- Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- Appropriate incident number and agency job code
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements.
- Signature and title of Agency official.

Cost source documents will not be required unless summary cost data is disputed or needed to fulfill review requirements (e.g., Colorado EFF or FEMA), or for determining allowable costs under cost-share agreement. Summary cost data will

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

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

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

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

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

The Overhead Assessment Rate for the Bureau of Land Management is published in Washington Office Instruction Memo 2012-027 dated November 29, 2011. The rate for the effective dates of this SAOP will be 18.4%.

The Overhead Assessment Rate for the National Park Service is published in Assessment and Restoration Handbook. The rate for the effective dates of this SAOP will be 16.84%

The Overhead Assessment Rate for the US Fish and Wildlife Service is published in FWS Manual Part 274. The rate for the effective dates of this SAOP will be 17.1% or 22%.

The Overhead Assessment Rate for the Bureau of Indian Affairs is published in Memorandum dated July 20, 2010 for Fiscal Year 2011 Burden Rate. The rate for the effective dates of this SAOP will be 17.79%.

E) Payment Due:

All bills will be paid in accordance with the paying agency's prompt payment procedures. Voucher difference statements will accompany any payment made that is different than the amount billed.

- i. **Contested Billings:** Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.
- ii. **Obligations:** For year-end obligation purposes, federal agencies will submit

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

F) Fee Basis Acquisition of Services:

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

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

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

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

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

See B 3. above for billing addresses.

EXHIBIT B

Aviation Guides

Interagency

http://www.fs.fed.us/fire/aviation/av_library/index.html

BLM

DOI DM's 350-354/ OPM's

BLM 9400

BLM National Aviation Plan, National Aviation Office

BLM Colorado State Aviation Plan

BLM & USFS

Colorado Interagency Single Engine Air Tanker Operations Plan

San Luis Valley Public Lands Center Aviation Management Plan

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

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

Craig/Routt Fire Management Unit, Unit Aviation Plan

UCR Aviation Management Plan

Grand Junction Air Tanker Base Operations Plan

USFS

Forest Service Manual 5700 Aviation Management\

Forest Service Handbook 5709.16 Flight Operations Handbook

BIA

57 IAM

350-354 DM

National Aviation Plan

Rocky Mountain Aviation Plan

CSFS

DFPC

EXHIBIT C

Supplemental Fire Department Resources

(excerpted from 2012 Cooperator Incident Reimbursement Guidelines)

D. Supplemental Resource Guidelines

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

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

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

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

D.1. Mobilization

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

D.2. Reimbursable Costs

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

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

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

D.3. Personnel Qualifications

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

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

D.4. Rate Determination

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

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

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

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

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

D.5. Days off at Incident

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

D.6. Transportation and Per Diem

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

2012 PAYRATES

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

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

EXHIBIT D

Supplemental Project Plan Template

SUPPLEMENT NUMBER _____

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

I. INTRODUCTION

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

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

II. SCOPE AND DURATION

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

III. PRINCIPAL CONTACTS

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

Name _____

Address _____

Telephone _____

FAX _____

IV. DETAILED PROJECT DESCRIPTION

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

V. SUPERVISION AND TECHNICAL OVERSIGHT

VI. REIMBURSEMENT

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

EXHIBIT E.

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

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

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

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

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

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

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

List the appropriate personnel filling ICS positions on the fire.

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

The following are not reimbursable:

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

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

The cost centers that should be considered in this agreement:

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

Exhibit E. (Continued)

EXAMPLE COST SHARE AGREEMENT TEMPLATE

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

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

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

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

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

Agency _____ Geographic Responsibility _____

9. The Agency responsible for structural protection will be: _____

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

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

Cost Centers:	Agency:	Agency:	Agency:

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

13.

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

List of Attachments (if any): _____/_____/_____

EXHIBIT F.

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

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

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

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

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

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

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

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

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

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

7. Billing Procedures

A. Incident Billings:

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

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

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

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

4. **Billing Content:** Bills will be identified by incident name, date, MA, location, jurisdictional unit, and supported by documentation to include but not limited to: separate invoice by MA; list of personnel expenses including base, overtime, and travel; and supplies/services procured by vendor name and dollar amount. Billings for State incident assistance may include administrative overhead, not to exceed indirect cost rate as outlined in the SAOP.

8. **Billing Addresses:** See Exhibit A – B. 3. for billing address of all agencies.

9. **Payment Due Dates:** All bills will have a payment due date 30 days after the date of issuance. If payment cannot be made before the 30 days expire, then a 30-day extension, with oral or written justification, may be requested.

10. **Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 30 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved within the designated waiver period.

11. **Payments:** Payments will refer to the bill number and incident name and will be sent to the appropriate billing address.

EXHIBIT G

**Documents Required To Transfer Money Between
Federal Agencies And The State of Colorado, Department of Public Safety, Division of Fire Prevention and Control**

1. Type of document(s) required by Federal agencies to TRANSFER monies to the Colorado Division of Fire Prevention and Control

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

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

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

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

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

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

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

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

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

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

Exhibit H - Colorado Emergency Operations Plan ESF-4a

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

LEAD AGENCY: Colorado State Forest Service

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

I. PURPOSE

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

II. SCOPE

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

III. SITUATION

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

IV. PLANNING ASSUMPTIONS

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

V. CONCEPT OF OPERATIONS (also see flow chart)

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

VI. ESF ACTIONS

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

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

limitations of available funding.

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

B. Response

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

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

C. Recovery

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

D. Mitigation

Facilitate after action report.

VI. RESPONSIBILITIES

A. Colorado Division of Fire Prevention and Control

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

B. Governor's Office

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

C. Office of Emergency Management

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

D. Department of Corrections

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

E. Department of Military and Veteran Affairs

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

F. Department of Transportation

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

H. Department of Natural Resources

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

I. Colorado State Patrol

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

VIII. Finance Management

A. Follow protocol established in local, county, State, Federal, and tribal agreements.

B. DFPC follows Colorado State Department of Public Safety Finance protocol.

C. State agencies supporting ESF #4a are responsible for providing financial support for their operations. Each agency and department is responsible for maintaining appropriate documentation to support requests for reimbursement, submitting bills in a timely fashion, and for closing out mission assignments.

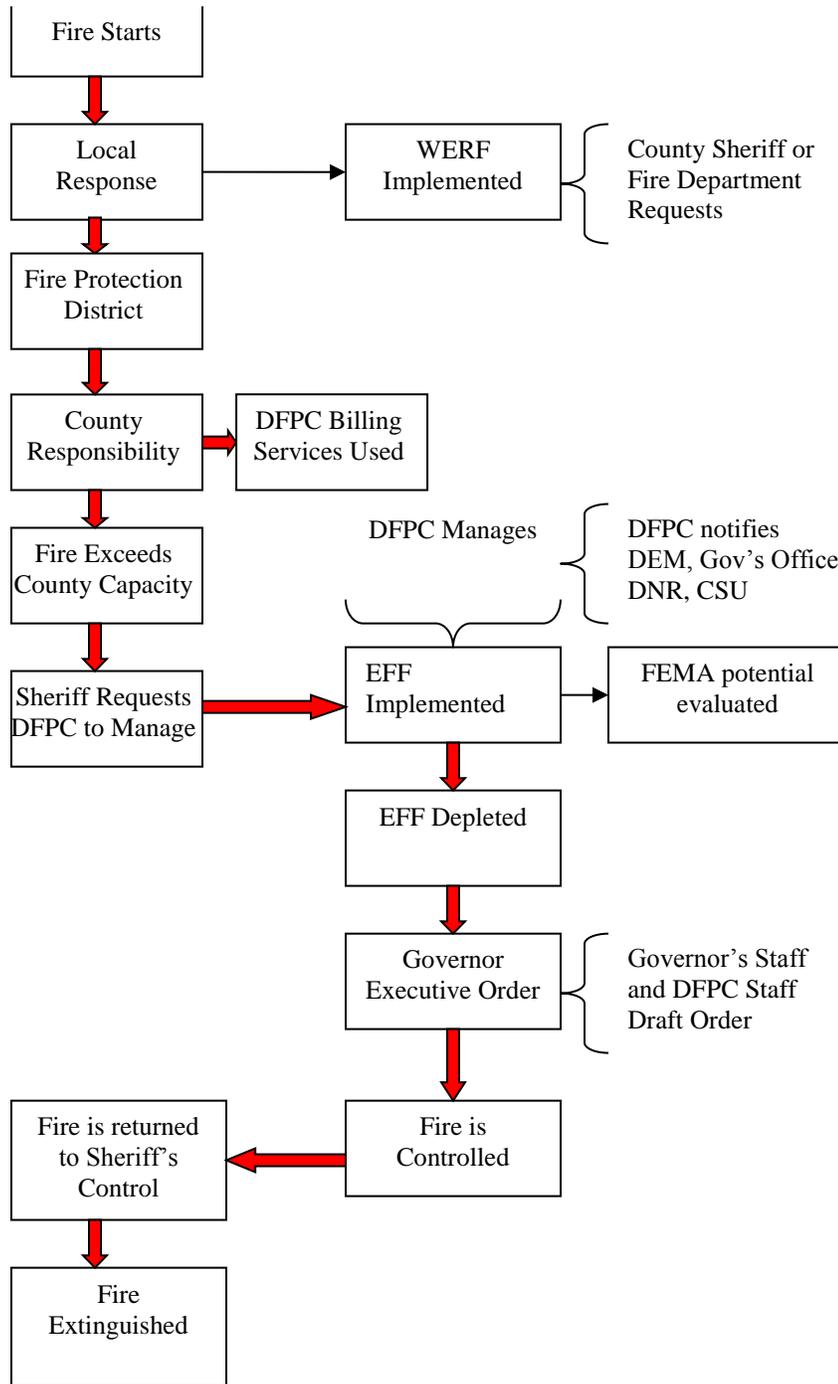
D. Each State agency is responsible for establishing effective administrative controls to guide the expenditure of funds during the emergency. Accurate activity and expenditure logs, invoices, and other financial transaction records are required for Federal reimbursement requests. Record keeping is also necessary to facilitate closeouts and to support post-emergency audits.

E. Governor's Executives Orders for Wildfire Incidents are coordinated between the Office of the Governor, the Office of State Planning and Budget, the Division of Emergency Management and DFPC. All appropriate business and finance rules apply.

IX. List of Reference Documents

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

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



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

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

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

Wildland fire response is implemented through 6 Interagency Dispatch Centers.

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

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

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



Exhibit I

DFPC Process for Federal Incident Invoice Review

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

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

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

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

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

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

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

Figure 1 **Timeline**

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

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

2012

ANNUAL FIRE OPERATING PLAN

among the

WILDFIRE PROTECTION AGENCIES

within

JEFFERSON COUNTY, COLORADO

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ATTACHMENTS LIST

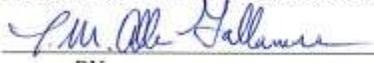
- ATTACHMENT 1** Agreement for Cooperative Wildfire Protection in Jefferson County
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- ATTACHMENT 3** Emergency Fund Contract Agreement For Forest And Watershed Fire Control
- ATTACHMENT 4** Wildfire Emergency Response Fund (WERF) procedures
- ATTACHMENT 5** Intergovernmental Agreement For Mutual Aid Between Fire Departments in Jefferson County
- ATTACHMENT 6** Denver Metro (Fire Departments) Mutual Aid Agreement

JEFFERSON COUNTY ANNUAL OPERATING PLAN - 2012

The Annual Operating Plan (AOP) is a working document compiled each year by wildfire agencies participating in the Plan, and shall be attached to and considered a part of the **Interagency Cooperative Fire Protection Agreement** (see Clause #12 of this Agreement).

CHAPTER 1. PLAN APPROVAL

The parties below agree to the procedures contained in this Annual Fire Operating Plan to be effective on the dates shown through **May 1, 2013**.

4-12-12 COLORADO STATE FOREST SERVICE
DATE _____

BY _____

4-18-12 JEFFERSON COUNTY SHERIFF'S OFFICE
DATE _____

BY _____

5-1-12 BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY
DATE _____

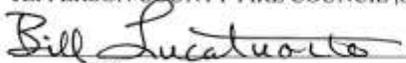
BY _____

DATE FOREST SERVICE, USDA

BY Pike/San Isabel NF and Comanche/Cimarron National Grasslands

DATE U.S. FISH & WILDLIFE SERVICE, USDI

BY _____

4-23-12 JEFFERSON COUNTY FIRE COUNCIL (*Showing concurrence by local fire departments*)
DATE _____

BY _____

This operating plan may remain in effect to the extent that it does not conflict with the provisions of the new Master Colorado Cooperative Wildland Fire Agreement.

NOTE: Informational copies of this Annual Operating Plan shall be sent by the Colorado State Forest Service (CSFS) to the USDA Forest Service (Clear Creek Ranger District, Arapaho-Roosevelt National Forest; South Platte Ranger District, Pike-San Isabel National Forest) and the USDI Bureau of Land Management, Canon City District. Informational copies of this Annual Operating Plan shall be sent by the Jefferson County Sheriff's Office to all Wildland Fire Departments within Jefferson County.

The authority and format of this instrument has been reviewed and approved for signature.

DATE U.S. Forest Service Grants and Agreements Specialist

DATE COLORADO STATE FOREST SERVICE

BY

DATE JEFFERSON COUNTY SHERIFF'S OFFICE

BY

DATE BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY

BY

APR 20 2012
DATE FOREST SERVICE, USDA

BY Pike/San Isabel NF and Comanche/Cimarron National Grasslands

DATE U.S. FISH & WILDLIFE SERVICE, USDI

BY

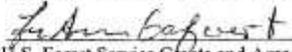
DATE JEFFERSON COUNTY FIRE COUNCIL. (Showing concurrence by local fire departments)

BY

This operating plan may remain in effect to the extent that it does not conflict with the provisions of the new Master Colorado Cooperative Wildland Fire Agreement.

NOTE: Informational copies of this Annual Operating Plan shall be sent by the Colorado State Forest Service (CSFS) to the USDA Forest Service (Clear Creek Ranger District, Arapaho-Roosevelt National Forest; South Platte Ranger District, Pike-San Isabel National Forest) and the USDI Bureau of Land Management, Canon City District. Informational copies of this Annual Operating Plan shall be sent by the Jefferson County Sheriff's Office to all Wildland Fire Departments within Jefferson County.

The authority and format of this instrument has been reviewed and approved for signature.

4/16/12 
DATE U.S. Forest Service Grants and Agreements Specialist

1 #12-FI-11021200-040 2012 Jefferson County AOP

CHAPTER 2. IDENTIFICATION OF THE JURISDICTIONS/PARTICIPANTS TO THE PLAN

The following participants in this AOP agree to coordinate their wildfire protection activities as outlined herein:

Colorado State Forest Service
Jefferson County Sheriff
Board of County Commissioners, Jefferson County, Colorado
Forest Service, USDA, Pike-San Isabel National Forest
Forest Service, USDA, Arapaho-Roosevelt National Forest
U. S. Fish & Wildlife Service, USDI
Jefferson County Fire Council (indicating concurrence of Jefferson County Fire Departments and Wildland Resource Groups)

CHAPTER 3. AUTHORITIES FOR THIS PLAN

This plan fulfills requirements in the latest "Interagency Cooperative Fire Agreement" between the State of Colorado and the USDA Forest Service, USDI National Park Service, Bureau of Land Management, Bureau of Indian Affairs, and Fish and Wildlife Service.

Colorado Interagency Cooperative Fire Management Agreement

BLM #1422CAA010010

USFS #06-F1-11020000-048

NPS #1249010010

BIA #AG01M000016

FWS #14-48-60139-01-K001

CSFS – No Agreement Number Used

This Plan fulfills Section D-1 for the "Agreement for Cooperative Wildfire Protection" signed April 2, 1990 between Jefferson County and the State Board of Agriculture, and hereby becomes part of that agreement as Attachment 3. (See **Attachment 1 of this AOP, Agreement for Cooperative Wildfire Protection in Jefferson County, CSFS form #109**).

This plan fulfills Article I.2. of the "Emergency Fund Contract for Forest and Watershed Fire Control" between the State of Colorado and Jefferson County and becomes Attachment B of that agreement. (See **Attachment 3 of this AOP, Emergency Fund Contract for Forest and Watershed Fire Control, CSFS form #108**).

CHAPTER 4. PURPOSE OF THE PLAN

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

CHAPTER 5. DEFINITIONS AND DESCRIPTIONS

There is a list of Common Terminology found in this plan included as Exhibit L.

A. Fire Protection Responsibilities

Each jurisdictional agency (including the Federal government) has ultimate responsibility for wildland fire protection on its own lands. Fire protection zones within the county have been established as shown on the attached map (Exhibit A-1).

These zones are normally for initial attack purposes only, but an assisting agency (or fire department) may, at times, take initial attack action on wildfires located on lands under another's jurisdiction. The primary criteria for this type of initial attack is that **the agency which is in the best position at the time the wildfire is reported will take the most rapid and effective action to respond**. 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.

As mutually agreed between them, the County and fire protection districts are responsible to suppress wildfires on all private and State Lands. The County's responsibilities are limited to those set forth in Section 30-10-513 and 30-10-513.5 C.R.S. Private will be considered to mean all non-governmental owned lands. Within Jefferson County, both State Land Board-owned and State Agency-owned lands exist. State Land Board-owned properties exist in the vicinity of Bergen Peak, near Evergreen Mountain, at Blue Mountain in Coal Creek, west of Conifer, east of Critchell, along the hogback, and several areas southeast of Pine Junction. State Agency-owned lands include: Eldorado Canyon State Park; Golden Gate Canyon State Park; Staunton State Park; Chatfield State Park; and Ralston Creek State Wildlife Area. These lands are shown more specifically on the included map (Exhibit A).

Responses to wildfires located in "No-Man's Lands" (not within a fire protection district boundaries) will be consistent with the Jefferson County "Intergovernmental Agreement for Mutual Aid Between Fire Departments" signed by participant fire departments in 1993 (Attachment 5); or any successor agreements as signed by the parties. Specific response plans will be detailed in Exhibit T (No Man's Lands Response Plan).

Local CSFS personnel will respond as needed and be available to wildfires on State lands when called by Jefferson County. This activity is to offset suppression costs incurred by the County on State Land. Such response will be at no cost to the County, except as provided for by other agreements. CSFS personnel will respond to these requests to provide overhead (management) and Unified Command support functions.

B. Mutual Aid

1. MUTUAL AID DEFINITION: Assistance provided by a supporting Agency or Fire Protection District at no cost to the jurisdictional (protecting) Agency. Supporting Agencies will, upon request (or may voluntarily) take initial attack action in support of the jurisdictional agency. It shall be the responsibility of the Agency performing initial attack to notify jurisdictional Agencies, if the lands of the jurisdictional Agencies are involved or threatened. The jurisdictional Agency will not be required to reimburse the supporting Agency for costs incurred for the duration of the Mutual Aid Period, unless other arrangements are agreed upon.

2: MUTUAL AID PERIOD: For all initial attack activities, each agency will assume responsibility for its own expenses during the Mutual Aid Period. The Mutual Aid Period will expire at: 2400 hours of the first day of an incident; or 12 hours measured from the initial dispatch, tone, or report of a fire to a Dispatch Center; whichever occurs first. The Mutual Aid period may extend past these limits if all jurisdictional agencies agree at the time of the incident, or **if other payment arrangements are agreed upon by the involved agencies for a particular fire. Initial attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved agencies, and unless otherwise covered under WERF. CSFS must be notified of WERF activation.**

3. 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, which may jeopardize the security of lands under protection of the supporting Agency or Fire Protection District.

C. Mutual Aid Move-up and Cover Facilities

Move-up and cover facilities have not been predetermined; however, the mechanism is in place for fire protection districts, municipal departments and volunteer fire departments to cover each other through the Jefferson County "Intergovernmental Agreement for Mutual Aid Between Fire Departments" signed by participant fire departments in 1993 (Attachment 5); or any successor agreements as signed by the parties.

D. Special Management Considerations

Suppression within designated U.S. Forest Service (USFS) wilderness areas will not be conducted without direct orders from the jurisdictional federal official. Pueblo Interagency Dispatch Center (PIDC) must be notified promptly of all fires on or threatening National Forest lands, or Bureau of Land Management (BLM) lands. The U.S. Fish & Wildlife Service (USFWS) must be notified promptly of all fires on or threatening USFWS lands.

Federal Land Managers will use the Wildfire Decision Support System (WFDSS), to guide and document their management decisions in response to a wildland fire. Wildland fires can be managed for more than one objective and objectives can change as fire spreads across the landscape, according to Federal Wildland Fire Management Policy (2009).

Use of mechanized, earthmoving equipment such as bulldozers, graders, etc., will not be permitted on the following lands without the expressed approval of the appropriate agencies (shown in parentheses):

- all federal lands (USFS, BLM, or USFWS)
- Denver Mountain Parks (CSFS)
- Denver Water Board (CSFS)
- Jefferson County Open Space (CSFS or Jefferson County Open Space)
- Eldorado Canyon State Park (Park Manager or Jefferson County Sheriff's Office)
- Golden Gate Canyon State Park (Park Manager or Jefferson County Sheriff's Office)
- Staunton State Park (Park Manager or Jefferson County Sheriff's Office)
- Chatfield State Park (Park Manager or Jefferson County Sheriff's Office)
- Ralston Creek State Wildlife Area (Colorado Division of Wildlife, CSFS, or Jefferson County Sheriff's Office)

The Colorado State Forest Service must be notified as soon as practical of all fires occurring on lands belonging to Denver Mountain Parks, Denver Water Board, and Jefferson County Open Space. The initial attack agency must do this in order to be eligible to receive reimbursement for fire-fighting costs (as outlined in Chapter 13).

E. Responsibility for Non-Wildland Fire Emergencies

Non-wildland fire emergencies are the responsibility of the jurisdictional agency, whether this be fire protection district, municipality, county, state or federal.

F. Repair of Wildfire Suppression Damage

Repair of wildfire suppression damage is the responsibility of the jurisdictional agency, unless otherwise agreed to by the unified command at the time of fire close out.

NOTE: The State Emergency Fire Fund (EFF) is not a rehabilitation fund. Fire rehabilitation may be authorized by the CSFS Line Officer only when part of the Incident Action Plan during the EFF period.

CHAPTER 6. FIRE PROTECTION RESOURCE LIST

Fire fighting resources in Jefferson County are numerous and subject to frequent change. Contact the appropriate agency as shown in item E for current information desired for items "A" through "D" below.

- A. **Kind (by ICS type)**
- B. **Location**
- C. **Anticipated Availability Period**
- D. **Staffing Levels**

- E. **Contact Points and Names**

Federal Agency Resources (excluding Colorado National Guard) - Pueblo Interagency Dispatch Center (hereafter referred to as PIDC or Pueblo Interagency Dispatch Center in this plan), (719)-553-1600.

Jefferson County Resources (with the exception of those listed below) –

Jefferson County Sheriff's Office Dispatch (303) 277-0211

Critical Incident Response Director Mark Gutke (303)-271-5302; (303)-528-3688 pgr; (303)-435-3470 cell

Director of Emergency Management Tim McSherry (303)-271-4901; (303)-528-4007 pgr; (303)-435-3377 cell

Deputy Director of Emergency Management Carol Small (303)-271-4903; (303)-994-4927 cell

Fire Management Officer Rocco Snart (303)-271-4902; (303)-528-4602 pgr; (303)-994-9728 cell

Evergreen Fire Resources - *(may also be contacted through Jefferson County Sheriff's Office Dispatch)* Dispatch Office: (303)-674-2323; Emergency: (303)-674-3411.

West Metro Fire Resources - West Metro Dispatch (303) 969-0245.

CSFS Fire Resources - Golden Fire Duty Officer: Office (303) 279-9757; Pager (303) 855-0119; or (303)-855-0118 for all district page.

CHAPTER 7. PROTECTION AREAS

A. Jurisdictional Agency, Protection Unit, County boundary, Area of Responsibility and Other Plan Needs.

The Arapaho-Roosevelt and Pike National Forest maps (EXHIBIT B), and the Jefferson County Fire District Map (EXHIBIT A-1) are used to show jurisdictional boundaries for the purpose of this plan. Fire Protection Districts have primary responsibility for controlling wildfires in their jurisdictions. The Jefferson County Sheriff has primary responsibility for coordination of all fire suppression efforts for wildfires occurring in the unincorporated area of the County outside the boundaries of the Fire Protection District, or wildfires that exceed the capabilities of the fire protection district on all state and private lands within Jefferson County. Federal agencies are ultimately responsible for fire control on their lands within Jefferson County. When wildfires exceed the capabilities of the County the Sheriff shall seek the assistance of the State by requesting assistance from the Colorado State Forest Service.

1. **SPECIAL MANAGEMENT AREAS (covered by CSFS)**
When a wildfire occurs on lands owned by Denver (Denver Mountain Parks or Denver Water Board), or Jefferson County Open Space, the CSFS-Golden Fire Duty Officer (FDO) **must** be notified. The FDO will respond, at his discretion, to serve as the landowner's representative on the incident and to facilitate possible reimbursement. CSFS will not take over the fire unless requested as outlined in Chapter 9, Section N, Subsection 1. Agencies responsible for suppression of fires occurring on these lands have been predetermined and agreed upon prior to the start of each fire season.

2. **USDA FOREST SERVICE LANDS**
The USFS must be notified as soon as practical of all fires on or threatening National Forest lands.

a. **Pike National Forest**

Within Jefferson County, the Pike and San Isabel National Forests, will perform initial attack on all fires clearly within or threatening Pike National Forest lands. To dispatch initial attack resources, contact **Pueblo Interagency Dispatch Center at 1-719-553-1600.**

b. **Arapaho National Forest**

Within Jefferson County, the Pike and San Isabel National Forests, will perform initial attack on all fires clearly within or threatening Arapaho National Forest Lands. These lands are limited and occur in the Maxwell Creek, Brook Forest, and Sprucedale areas southwest of Evergreen.

To dispatch initial attack resources, contact **PIDC at 1-719-553-1600.**

Command for all fires **beyond initial attack** will be returned to the Clear Creek Ranger District and resource orders placed through Fort Collins Dispatch Center (FTC) at (970) 295-6800.

c. **Roosevelt National Forest**

Within Jefferson County, the Boulder Ranger District, will perform initial attack on all fires clearly within or threatening Roosevelt National Forest Lands. This land ownership is limited to a single area located within Section 12, R70 West, Township 1 South. To dispatch initial attack resources, contact Fort Collins Dispatch Center (FTC) at (970) 295-

6800.

3. **USDI BUREAU OF LAND MANAGEMENT LANDS**

When a wildfire occurs on **Bureau of Land Management (BLM)** lands the USFS, Fire Protection District, or Volunteer Fire Department closest to the BLM lands will be dispatched by the Sheriff's Office to attack the fire. If non-USFS resources are dispatched, the CSFS Fire Duty Officer should be notified, and CSFS may help coordinate record keeping, billings, and reimbursements. CSFS or USFS will notify the BLM, Canon City District, who will, at their option, send a representative to the fire.

BLM lands in Jefferson County are limited and are shown in Exhibit A, but more specifically include:

BLM lands covered by Pike National Forest:

T3S R71W S1/2 S1/2 SECTION 33 (LEASED BY JCOS*)

T3S R71W S1/2 SE1/4 SECTION 34 (LEASED BY JCOS*)

T7S R71W S1/2 SW1/4 SECTION 2

***The BLM retains financial responsibility for wildfire suppression on lands leased by Jefferson County Open Space.**

4. **USDI – U. S. FISH & WILDLIFE SERVICE LANDS**

When a wildfire occurs on **U.S. Fish & Wildlife Service (USFWS)** lands the Fire Protection District closest to the USFWS lands will be dispatched by the Sheriff's Office to attack the fire. **These suppression efforts may be covered by pre-determined agreements between USFWS and the responsible Fire Protection District.**

USFWS lands in Jefferson County are limited as of 2011 and are shown in Exhibit A, but more specifically include:

Two Ponds National Wildlife Refuge

*** Arvada, Colorado**

Rocky Flats National Wildlife Refuge (*except interior lands managed by US Department of Energy*)

*** Arvada, Colorado**

B. Fire Protection Facilities by Agency and Location

The locations of Fire Protection facilities are shown in EXHIBIT C.

C. Direct Protection Areas

Not Applicable in Jefferson County.

D. Mutual Aid Dispatch Areas

Mutual Aid Dispatch will occur as requested by the responding agencies as covered by the "Intergovernmental Agreement for Mutual Aid Between Fire Departments" signed in 1993 (Attachment 5) or any successor agreements as signed by the parties; or the Denver Metro (Fire Department) Mutual Aid Agreement (Attachment 6).

E. Special Management Consideration Areas

The Colorado State Forest Service must be notified as soon as practical of all fires occurring on lands belonging to Denver Mountain Parks, Denver Water Board, and Jefferson County Open Space. The initial attack agency must do this in order to be eligible to receive reimbursement for fire-fighting costs (as outlined in Chapter 13).

The Pueblo Interagency Dispatch Center must be notified promptly of all fires on or threatening National Forest lands, or Bureau of Land Management (BLM) lands.

Federal Land Managers will use the Wildfire Decision Support System (WFDSS), to guide and document their management decisions in response to a wildland fire. Wildland fires can be managed for more than one objective and objectives can change as fire spreads across the landscape, according to Federal Wildland Fire Management Policy (2009).

The USFWS must be notified promptly of all fires on or threatening USFWS lands.

1. National Forest Wilderness Areas – Management Strategies

Wildland fires within the Mt. Evans Wilderness Area and Lost Creek Wilderness Area on the Pike-San Isabel National Forest will be evaluated and could be managed for multiple objectives. Fires within these Wilderness Areas may use a broad spectrum of tactical responses which range from aggressive suppression to monitoring, commensurate with current and predicted risk, values to be protected, and land management objectives. Conditions under which this management strategy is used are well defined and tightly constrained. The decision whether to employ this strategy will be made by the Pike-San Isabel National Forest.

Suppression actions within the Mt. Evans Wilderness Area and Lost Creek Wilderness Area on the Pike-San Isabel National Forest will not be conducted without direct authorization from the jurisdictional federal official.

F. Date Effective

Fire district boundaries and station locations shown in Exhibits A-1 and C are current as of 2012. Land ownerships shown in Exhibit A are current as of 2012. Jefferson County's Information Technology division will update these maps, as requested by the Sheriff's Office or Emergency Management, for inclusion in this AOP. The USDA Forest Service will annually provide copies of the most current National Forest maps and land ownership patterns for inclusion in this AOP.

CHAPTER 8. FIRE READINESS

A. Fire Planning

1. PRESUPPRESSION ANALYSIS PLANS

Pre-attack plans are being developed on a case-by-case basis for individual subdivisions within Jefferson County. The CSFS and local fire departments work cooperatively to prepare and update these plans as appropriate. These plans may be on file with the fire departments, CSFS, and local homeowner associations.

2. TRIGGER POINTS FOR INCREASE/DECREASE IN STAFFING /READINESS

Fire Danger Ratings - Pueblo Interagency Dispatch Center (PIDC) obtains daily forest wildfire danger ratings and staffing class predictions and posts these daily to its website http://gacc.nifc.gov/rmcc/dispatch_centers/r2pbc/indices.htm). This information is regional in nature (covering the entire Front Range in the case of Jefferson County) and based upon wildfire monitoring occurring mostly outside the county boundaries.

For the purposes of informing the public, National Fire Danger Rating System (NFDRS) adjective classes will be used as follows: Low; Moderate; High; Very High; and Extreme.

a. FIRE DANGER RATINGS AND EXPECTED FIRE BEHAVIOR:

* **LOW** - Fires do not start readily from most accidental causes, though many lightning fires may start in some areas during low-danger periods. Fires which do start generally spread slowly, and there is little tendency to "spot". They often do not burn clean, but spread in irregular fingers.

* **MODERATE** - Fires can start from most accidental causes, but the number of starts is generally low. The rate of spread of fires is moderate; heavy concentrations of fuel will burn hot, and there may be some spotting. Control of fires under these conditions usually presents no special problems.

* **HIGH** - Fires will start easily from most causes. Fires will burn hot, spread rapidly, and will spot readily. Control of fires may become difficult, unless there is aggressive initial attack while they are small.

* **VERY HIGH** - Fires start easily from most causes. Fires will develop fast and can be spread rapidly with considerable spotting. Direct attack on the head of the fire may not be possible. Control may be difficult if initial attack is not successful.

* **EXTREME** - Fires start easily from all causes and may be started by unusual or unexpected causes. Fires burn intensely and spread rapidly. Direct attack is rarely possible except when fires are still small. The running heads of large fires are usually uncontrollable while the extreme danger period lasts and most effective control work must be confined to the flanks of the fires and to well-planned strategy.

* **RED FLAG WARNING** - This warning is issued by the National Weather Service when short-term weather conditions are predicted that will cause erratic fire behavior. These conditions include unusually low humidity, high winds, and "dry" lightning activity. Initial attack may require additional or air support under these conditions. Red Flag

Warnings may be preceded by "Fire Weather Watches" that are also issued by the National Weather Service.

3. PREVENTION PLANS

Jefferson County Emergency Management convenes a Flood/Fire Task force on an as needed basis throughout the wildfire season. This Task Force has representatives from: USFS, CSFS, National Weather Service; Jefferson County - Sheriff's Office, Emergency Management, Road & Bridge; Open Space, and Public Information. The Task Force evaluates: current fire danger and occurrence; develops recommendations for fire restrictions for the JCSO; and coordinates public education and fire prevention planning for all the participating agencies.

4. PRESCRIBED FIRE PLANS

The USFS, BLM, USFWS, CSFS and all other land management agencies (and fire departments) agree to cooperate in the development and implementation of prescribed burning programs and projects. Agencies and fire departments conducting prescribed fire activities will report their prescribed fire activities to the Sheriff's office dispatch, Pueblo Interagency Dispatch Center (PIDC) at 719-553-1600, the fire protection district within which the fire is occurring, and to each other. In addition, the Sheriff will maintain a record of all controlled burning activities occurring on private lands. Each agency or department will be responsible for obtaining any burn permit necessary at the county, state, or federal levels for their individual burns. Fire departments and CSFS shall inform one another if they will be conducting prescribed burn activities.

Wildfires resulting from escaped prescribed fires ignited by a party to this AOP without cooperation from other parties to this AOP, shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this Agreement consistent with the terms and conditions contained herein, for costs incurred in suppression of such fires.

A party may take appropriate suppression action when lands in its jurisdiction are involved in or threatened by the escaped fire. Such suppression action may be taken on any party's own initiative or at the request of the responsible party. A party may take appropriate suppression action, at the request of the responsible party, when lands located in its jurisdiction are not involved in or threatened by the fire.

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burn plan. For purposes of the AOP, a cooperative prescribed fire shall mean any prescribed fire which utilizes the resources of one or more parties to this AOP, regardless of how many jurisdictions are impacted by the planned prescribed fire. Burn plans will be prepared according to **CSFS Form # 170 - Prescribed Burn Plan** (Exhibit K), or a cooperating agency's equivalent format. A copy of the burn plan shall be delivered to the Sheriff's Office of Emergency Management and any affected fire district at least 24 hours prior to the prescribed fire. Additionally, **the prescribed fire "go no go checklist"** shall be signed off by a representative of the fire district or other governmental entity holding jurisdiction over the land where a cooperative prescribed fire is to be performed, or by the Sheriff for "no-mans land" areas, prior to initiating the prescribed fire.

B. Wildfire Training Needs and Coordination

Each agency shall be responsible for the training of its own personnel; however, cooperating agencies will advise each other of planned training sessions and issue invitations to participate. All agencies and fire departments are encouraged to utilize all available avenues for wildland fire training, be it from federal, state, or local agencies. Each agency is responsible for certifying the qualifications of its own personnel, and issuing a Wildland Fire Qualifications card (“red card”) to its personnel.

Safety of personnel involved in an incident is critical. Therefore, it is the stated goal of the participating agencies in this AOP to have all personnel that may be involved in suppressing wildland fires meet the current NWCG standards for their position. At a minimum, all wildland firefighters (FFT2) should meet the following minimum standards: training in the accepted standard wildland curriculum of Basic Wildland Fire Operations (S-130) and Basic Wildland Fire Behavior (S-190); and an annual passing grade level at the "Arduous" physical fitness level.

Each Agency or Department will be responsible for providing Personal Protective Equipment (PPE) for their personnel. Recommended items include: hardhat, eye protection, Nomex shirt and trousers or NFPA 1977 flame resistant equivalent, leather gloves, minimum 8 inch high leather boots with lug soles and a fire shelter. However, cooperating agencies may assist by supplying specific equipment needs for an individual incident. It is understood that suppression forces operating on **Federal lands** must be equipped with personal protective equipment (PPE), and for **any work beyond the mutual aid period must be certified for wildland fire suppression (Red Carded)**, as specified in the current Federal policy.

1. REGIONAL WILDLAND FIRE TRAINING

Wildland fire training is available at the local, regional and state levels. The CSFS, USFS and Jefferson County assist local fire departments in planning and executing wildland fire training. Wildland fire training is also available annually in the region (Colorado), through: the Colorado Wildfire Academy; Great Plains Wildfire College; RMCG-Regional Training Committee, and county level training programs. Contact the CSFS-Golden District office for the most current lists of wildland fire training available within the region.

2. INTERAGENCY WILDLAND FIRE QUALIFICATION CARDS (RED CARDS)

Wildland fire qualification cards (“red cards”) will be generated by the local agencies for their firefighters, and each agency will be responsible for verifying that its personnel meet NWCG guidelines for wildland fire positions. The CSFS-Golden District will work with local cooperators to ensure that NWCG standards are met for S - and I - series classes offered by these cooperators.

C. Inspection Schedules for Fire Equipment

All CSFS State Agreement engines placed with local cooperators will be inspected annually by the CSFS - Golden District to ensure maintenance, proper use, and road worthiness. The jurisdictional agencies will be responsible for inspection of VFD, FPD, municipal department and county engines prior to, or during, their use on wildland incidents on their lands.

All CSFS and cooperator engines subject to interagency fire use must pass a pre-use inspection, both engine and equipment, to ensure use and road worthiness. Engines that do not pass a pre-use inspection may be sent back to the home unit at that agency's expense.

CHAPTER 9. WILDFIRE SUPPRESSION PROCEDURES

A. ICS Use

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.

With ICS, transition from a routine incident to a major emergency is orderly and requires a minimum of adjustment for any agency. In its largest application, it may include several thousand people without compromising effective supervision. ICS does not infringe on the routine, daily responsibilities or authority given each agency by statute. But, if a transfer of authority is necessary as conditions change, ICS eases the transition since organizational structure and lines of authority are clearly identified. Because the potential always exists that a fire may escape initial attack and grow to the point that a local, state, or interagency management team may be needed, Jefferson County plans to use ICS to ease the transfer of authority and control of the incident. A full ICS incident organizational chart is shown at the end of this section.

Fire Protection Districts have primary responsibility for controlling wildfires in their jurisdictions. The Jefferson County Sheriff has primary responsibility for coordination of all fire suppression efforts for wildfires occurring in the unincorporated area of the County outside the boundaries of the Fire Protection District, or wildfires that exceed the capabilities of the Fire Protection District on all state and private lands within Jefferson County. The Jefferson County Sheriff shall designate a Local Incident Management Team on all wildfires that exceed the capabilities of the Fire Protection District. When wildfires exceed the capabilities of the County the Sheriff shall seek the assistance of the State by requesting assistance from the Colorado State Forest Service.

Incident Command System positions on large or complex incidents may be filled with resources from outside Jefferson County. Incident Management Teams (IMTs) may be ordered to manage an incident, according to the incident complexity and needs, and as more fully described below. All Jefferson County or cooperator requests for IMTs should start through the Jefferson County Sheriff's Office Dispatch Center.

1. UNIFIED COMMAND

The cooperating agencies for this Plan will utilize a Unified Command structure on all incidents where more than one agency or jurisdiction is involved. The Unified Command structure will include one representative from each agency or jurisdiction responsible for the incident or the lands involved.

1. INCIDENT MANAGEMENT TEAMS

a. Type 4/Initial Attack Incident Management Team

All agencies can designate a Type 4/Initial Attack Incident Management Team (IMT) made up from qualified personnel from various local agencies who are available to

respond at the request of the jurisdictional agency. A Type 4 IMT will manage the wildfire under the direction of the jurisdictional agency. A Type 4 IMT will manage an incident during the initial stages of response, through completion of the incident, or to serve as a transition team on larger incidents before a Type 1, Type 2, or Type 3 IMT can assume the management duties.

b. Jefferson County Incident Management Team

The Jefferson County Sheriff has established an Incident Management Team (IMT) which is made up of qualified personnel from various local agencies who are available to respond at the request of any Jefferson County cooperator. This IMT can assist the host agency, or take control of the fire. The Jefferson County IMT is available to handle the coordination of medium size incidents, or to serve as a transition team on larger incidents before a Type 1 or Type 2 IMT can assume the management duties. The Jefferson County IMT will be activated if one or more of the following conditions are met: if a local Fire Department needs assistance of an overhead management team; conditions exist where management of the fire is beyond the capability of local resources; or trigger points have been met which activate an overhead management team. The Jefferson County IMT can be requested through the Jefferson County Sheriff's Dispatch Center.

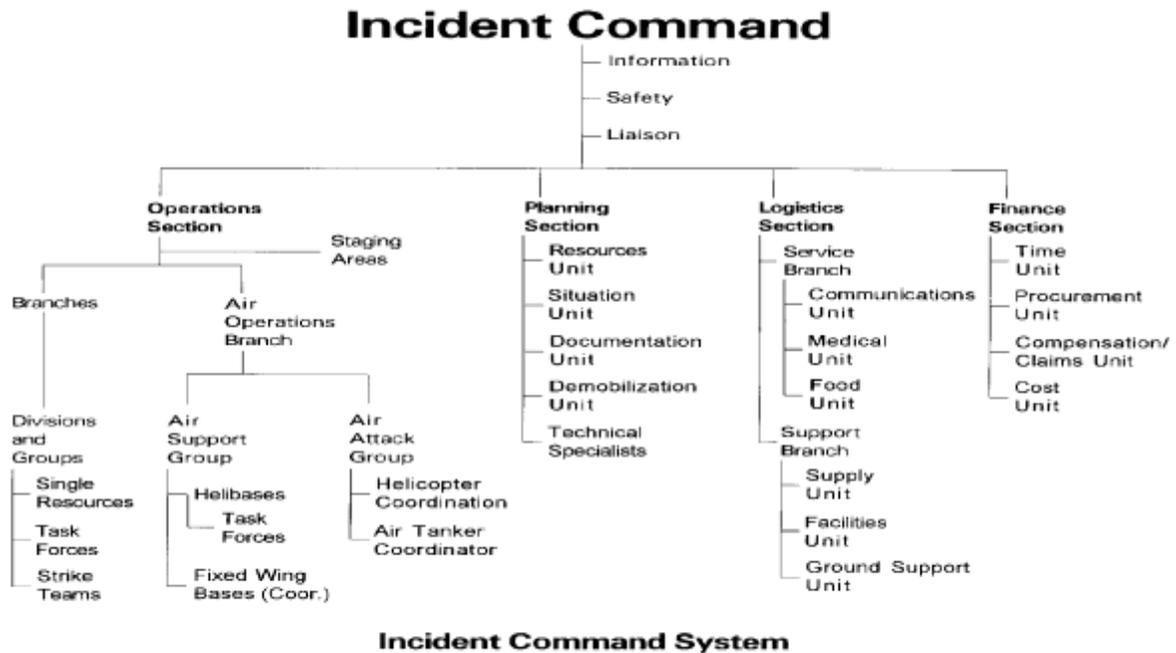
c. Local Type 3 Incident Management Teams

A Type 3 (local, extended attack) IMG is organized and dispatched for the Southern Front Range through Pueblo Interagency Dispatch Center (PIDC). This cadre is staffed by NWCG qualified personnel at the Type 3 level from federal, state, and county agencies in the PIDC zone. This IMG is available to assist all jurisdictional agencies within the PIDC zone, and is available to staff an incident for up to 7 days. The Type 3 IMG can be used to handle the coordination of medium-sized incidents, or to serve as an interim team on larger incidents before a Type 1 or Type 2 IMT can assume management duties.

d. Type 1 and Type 2 Incident Management Teams (IMT)

For incidents that exceed the capability of Type 4 or Type 3 IMTs, the Rocky Mountain Coordinating Group maintains one Type 1 (National) IMT and three Type 2 (Regional) IMTs through the Rocky Mountain Area Coordination Center (RMACC). If the Type 1 and Type 2 IMTs are not available within the area, then requests will be filled through the National Interagency Coordination Center (NICC). All Jefferson County requests for Type 1 or Type 2 IMTs must be placed through PIDC.

3. ICS INCIDENT ORGANIZATIONAL CHART



4. NWCG FIRE TYPES

In Colorado, NWCG 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's type. Incident Commanders will ensure that types are communicated to the jurisdictional Dispatch Center, and to assisting and cooperating agencies en route to the incident.

Fire types:

- describe suppression activities so needed support can be activated;
- guide central dispatchers to take action or make choices outlined for each type;
- identify key changes in a situation.

5. JEFFERSON COUNTY FIRE TYPES AND RESPONSE PLANS

These fire response plans apply to wildfires that are the jurisdiction of the local fire protection districts or under the command of the Jefferson County Sheriff's Office. Fire responses on Federal lands will be designated by the applicable Federal jurisdictional agency, and directed by that agency's representatives.

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. The IC should establish a command post so communications and coordination between the IC, and assisting or cooperating agencies, can be established. Requirements for additional resources are channeled through the IC. **The Emergency Operations Center (EOC) is not opened, nor is the Jefferson County Incident Management Team (Jefferson County IMT) 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. 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. The ICS is implemented and the IC will establish an Incident Command Post (ICP). Notification of the fire will be made to the Critical Incident Response Section of the Jefferson County Sheriff's Office. **A decision will be made whether or not to open the EOC.** Requirements for additional resources are channeled through the IC, to the EOC, if it is opened, or to each individual agency. **The Jefferson County IMT will be notified of its potential need. CSFS FDO notified of potential need.**

Type 3: Magnitude of the incident exceeds the capabilities of routinely available mutual aid and requires **full mobilization of county resources.** 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. **ICP is opened.**

If the jurisdictional agency requests the Sheriff to assume the responsibility for coordinating the fire suppression efforts for the wildfire, the Jefferson County IMT is activated, and will coordinate with the Initial Attack Incident Commander. There may be possible transition to a State or Federal Incident Management Team. Anytime the Jefferson County IMT is activated, the Jefferson County EOC will be opened in support of the team. CSFS FDO is activated. CSFS State Office is notified of potential Emergency Fire Fund Fire situation, and information for the EFF ANALYSIS FORM, CSFS FORM #108A, is collected (See this form in Appendix G). CSFS Line Officer may be requested to incident.

Type 2/1: **Situation exceeds available county resources** and requires substantial mobilization of out-of-county, State and/or Federal resources. **The Sheriff shall seek the assistance of the State by requesting assistance from the Colorado State Forest Service. ICP and EOC open. ICS is fully implemented. Jefferson County IMT is operational as stated above, with possible transition to a State or Interagency IMT. CSFS State Office is notified of imminent Emergency Fire Fund request; EFF Analysis Form information is provided. CSFS Line Officer requested.**

B. Detection

Aerial detection flights should be coordinated by PIDC. All agencies will cooperate in taking smoke reports from any source and obtaining as much information as possible from the reporting party and passing it along to the appropriate jurisdictional agency.

C. Local Mobilization Guide

Jefferson County Emergency Management (through its Emergency Operations Plan or County Mobilization Guide) can assist in obtaining resources and services needed to support an incident. This office should be contacted for aid in obtaining a variety of emergency resources. The contact numbers are 303-271-4900, 303-271-4901, or 303-271-4910 (Emergency Operations Center), or through the Jefferson County Sheriff's Office Dispatch (303-271-0211).

The Jefferson County Emergency Operations Center (EOC) will coordinate non-local resource ordering for support of wildland fire operations on private and state lands in Jefferson County. The EOC may work directly with adjacent counties' EOCs, or the Colorado Division of Emergency Management (DEM), to obtain mutual aid wildland fire resources during the initial attack and extended attack phases of such wildfires. Once a wildfire exceeds the mutual aid period, the EOC should work with PIDC to ensure that all wildland fire resources on the incident are tracked in the ROSS system, and to place orders for any additional wildland fire resources. The EOC will work directly with adjacent counties' EOCs, or the Colorado Division of Emergency Management (DEM), to obtain non-wildland fire resources for support of these wildfires.

PIDC maintains a Mobilization Guide for use within their dispatch zone. This document is posted on the PIDC website (http://gacc.nifc.gov/rmcc/dispatch_centers/r2pbc/index.html). The PIDC Mobilization Guide is intended to facilitate interagency dispatch coordination ensuring the timeliest and cost effective incident support.

D. Notification About Wildfires

The responsible jurisdiction must be notified of wildfires on or threatening their lands as soon as possible after the arrival of initial attack forces. **Notification of the jurisdictional agency will be made by the Dispatch Center handling the initial attack fire forces.**

NOTE: The Colorado State Forest Service must be notified as soon as practical of all fires occurring on lands belonging to Denver Mountain Parks, Denver Water Board, and Jefferson County Open Space. The initial attack agency must do this in order to receive possible reimbursement for fire-fighting costs (as outlined in Chapter 13). The Pueblo Interagency Dispatch Center must be notified promptly of all fires on or threatening National Forest lands, or BLM lands. The USFWS must be notified promptly of all fires on or threatening USFWS lands.

1. WILDFIRE CAUSE AND ORIGIN

Although an assisting agency may have a wildfire extinguished upon arrival of the jurisdictional agency's forces, the jurisdictional agency should discuss the fire with the assisting agency to aid in the investigation and take steps to:

- preserve the point of origin
- preserve all clues that may relate to the cause

- note all traffic leaving the area as they arrive, to include vehicle descriptions and license numbers

E. Mutual Aid Dispatch Areas

Fire protection districts exist within Jefferson County as shown in Exhibit A-1. There is also a Federal Response Zone (defined in Chapter 9 Section E Number 1), which is based upon the designated federal boundary lines within Exhibit A-1. These zones are normally considered in determining jurisdictional and operational responsibility for all emergency responses - however, an assisting agency may, at times, take initial attack action on fires located on lands under another agency's jurisdiction. **The primary criteria for this type of initial attack, is that the agency which is in the best position at the time the fire is reported, should take the most rapid and effective action.** 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.

It shall be the responsibility of the jurisdictional agency to acquire and dispatch any needed replacements to relieve initial attack crews of assisting agencies at the earliest practical time after their arrival on the fire.

Once assisting and jurisdictional crews have a fire controlled, it shall be mutually agreed as to what additional mop-up and patrol is necessary, and when assisting agencies will leave the fire.

1. FEDERAL RESPONSE ZONE

Within the western portion of Jefferson County, there are areas of intermingled USFS, BLM, and private lands. Within this area of intermingled lands, plus any private, local government, or state lands within **one mile** of the accepted USFS or BLM land boundaries, the responding agency will inform the appropriate jurisdictional agency of reported fires. A representative of that agency will respond to fires threatening their lands, or as requested by the initial attack agency. This zone will be called the **Federal Response Zone**.

Unless it is clearly and mutually understood that one agency will promptly attack and follow through on all necessary actions within a specific area, it shall be agreed in policy that all attack agencies shall send forces promptly to start suppression action on all fires within the **Federal Response Zone**. It shall be the responsibility of the agency making the initial attack to notify other agencies if their lands are involved or threatened. Neither Federal or non-Federal jurisdictional agencies will send air resources into the others jurisdiction unless the jurisdictional agency approves first. Each jurisdictional agency will notify the other of any air resources ordered for an incident, on their own jurisdictional lands, within 2 miles of Federal land boundaries within Jefferson County.

For fires within the **Federal Response Zone**, each agency will assume responsibility for its own expenses during the Mutual Aid Period, **unless other payment arrangements are agreed upon by the involved agencies for a particular fire. Initial attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved agencies.** If after being notified, the jurisdictional agency is unable to respond to the fire, then the assisting agency may request reimbursement for **all** costs incurred for suppressing the fire.

Each agency may make its manpower and equipment available upon request to other agencies for fires **not** meeting the **Federal Response Zone** fire protection criteria. For such fires, the jurisdictional agency may reimburse the assisting agency for costs, subject to all agreements concerning mutual aid or other applicable standards. It is understood however, that no agency will be required or expected to commit its forces to assisting another agency to the extent of jeopardizing the security of its own lands.

2. BOUNDARY FIRES

A fire burning on or adjacent to a known or questionable protection boundary will be the initial attack responsibility of the protecting Agencies on either side of the boundary. 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.

Fires occurring in areas where structures are located near and in areas of multiple jurisdictions can cause significant safety as well as financial concerns. The Agencies agree that public and firefighter safety are the first priority. The Agencies agree to coordinate suppression management through the use of a *Unified Command* or with *Delegations of Authority* from all jurisdictions to an agreed Incident Commander. The initial attack Incident Commanders of the involved Agencies shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of Agency suppression resources. 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 Unit Administrator or their designee.

F. Initial Attack Dispatch Levels

The following wildland response guide will be used to direct initial attack on wildfires within Jefferson County.

NFDRS ADJECTIVE	INITIAL RESPONSE - ENGINES	INITIAL RESPONSE – FIREFIGHTERS
LOW	1 engine	3 persons with tools
MODERATE	1 engine	3 persons with tools
HIGH	1 engine	5 persons with tools
VERY HIGH	1 engine	8 persons with tools
EXTREME	2 engines; or 1 engine and 1 water tender	12 persons with tools

Initial response agencies should dispatch those forces it deems appropriate for the place and conditions of the fire. Response forces should be further adjusted from the scene, by the initial attack incident commander, as warranted. Actual response will consider values at risk, actual fire behavior, and the proficiency of the firefighting force.

It is understood that suppression forces operating on **Federal lands** possess documentation of qualifications (incident qualification card, red card, or records) issued by their host or employing Agency, Fire Protection District or Department, and should meet the minimum standards set forth

in the most current version of NWCG PMS 310-1, *Wildland and Prescribed Fire Qualification System Guide*. All personnel not meeting these standards (during the initial attack period or into extended attack periods) will clear the incident once: the jurisdictional Federal agency takes control of the incident; properly qualified personnel are available as replacements; or the Incident Commander determines that the personnel cannot be utilized in an appropriate fashion on the incident, per **current wildland fire Federal policy**.

G. Dispatching and Resource Order Process

All requests for and dispatches of resources should utilize both local and interagency mobilization guides.

Assistance requests for Jefferson County wildland fire resources will be made by local cooperators through the Sheriff's Office. All available mutual aid resources (specific equipment or personnel; wildland resource groups; Jefferson County IMT; etc) will be utilized, **prior to ordering resources from outside Jefferson County**.

Requests for Jefferson County fire resources not coming from **local cooperators** should be made through the Pueblo Interagency Dispatch Center (PIDC), and will be subject to the approval of the Sheriff's Office (also representing the Board of County Commissioners), unless inter-county agreements or applicable mutual aid agreements are already in existence. The CSFS FDO will be notified of all such requests as soon as possible.

County requests for Federal fire forces **other than local federal agency resources** *responding as part of their normal duties or responding to wildfires within the Federal Response Zone*, will be routed through PIDC. The CSFS FDO will be notified of all such requests as soon as possible.

Requests for CSFS engines assigned to county fire protection districts, will be made through the CSFS-Golden FDO. Requests for State Agency assistance, **other than CSFS-Golden District support**, will be made through PIDC. When CSFS, USFWS, and USFS local forces are involved in suppression activities on State and private lands in Jefferson County they will notify PIDC. CSFS forces will also notify their State Office Fire Duty Officer.

On wildfires for which the Jefferson County Sheriff has primary responsibility for coordination of all fire suppression efforts for wildfires occurring in the unincorporated area of the County outside the boundaries of the Fire Protection District or wildfires that exceed the capabilities of the Fire Protection District, CSFS will provide technical assistance upon the County's request in suppression, logistics, planning, and other necessary duties, including fire weather forecast information and interpretation. Such requests should be made through the Sheriff's Dispatch to the CSFS-Golden District FDO. When wildfires exceed the capabilities of the County, the Sheriff shall request assistance of the State by requesting assistance from the Colorado State Forest Service. The Sheriff and the State Forester shall enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a unified command structure.

Any agency within Jefferson County may order interagency wildland fire resources as needed or desired. All orders will be processed immediately by the appropriate dispatch center for Jefferson County and other local cooperators' dispatch centers. All local orders will go through the Sheriff's Office Dispatch to PIDC.

Use of interagency wildland handcrews can be made by non-Federal agencies under the terms of the Wildfire Emergency Response Fund (WERF), as shown in Attachment 4 of this AOP. Under WERF, any sheriff, municipal fire department, or fire protection district may order one Type 1 or 2 interagency handcrew for up to two days use on any wildfire. The handcrews must be available regionally, and preference is given to ordering Colorado Department of Corrections Type 2 handcrews first. The use of this interagency handcrew on non-federal lands will be subject to the terms of the WERF as shown in Attachment 4 of this AOP. Continued use of the interagency handcrew by the ordering agency beyond the initial two days will be at full cost, and subject to the prior approval of Jefferson County as specified within subsection (1) immediately below.

Jefferson County is required to notify the CSFS-Golden FDO immediately upon ordering any interagency handcrews through PIDC, if they are requesting the support of WERF for the resource's first use. Without such notification, any such resource use may obligate county funds under the current Agreement for Cooperative Wildfire Protection in Jefferson County (Attachment 1 of this AOP).

Jefferson County Sheriff's Office will notify the CSFS-Golden FDO, as soon as possible, whenever Jefferson County or any local fire department orders interagency wildland fire resources, including handcrews.

Interagency wildland fire resource orders (not covered by WERF as shown in Attachment 4 of this AOP) originating within Jefferson County should be covered by prior agreements between the requesting cooperator and the Jefferson County Sheriff's Office. Any interagency resource order to PIDC may obligate the Jefferson County Sheriff's Office for those resources' costs under the terms and conditions of the agreements referenced in Attachment 1 of this AOP. 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.

Interagency wildland fire resource orders originating within Jefferson County will be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be transmitted to PIDC.

In Jefferson County, the following people (**in order of priority and availability**) have authority to approve interagency wildland fire resource orders, **prior to transmittal to PIDC**:

1. PERSONS AUTHORIZED TO ORDER INTERAGENCY WILDLAND FIRE RESOURCES ON BEHALF OF JEFFERSON COUNTY (in order of priority, based upon immediate availability)
 - Sheriff
 - Undersheriff
 - Sheriff's Office staff (Critical Incident Response Director; Director of Emergency Management; or other designated representatives)
 - Jefferson County Incident Management Team, as delegated by the Sheriff
 - CSFS Personnel serving as the Fire Duty Officer on active fires

2. UNIFIED COMMAND

The cooperating agencies for this Plan will utilize a Unified Command structure on all incidents where more than one agency or jurisdiction is involved. The Unified Command

structure will include one representative from each agency or jurisdiction responsible for the incident or the lands involved.

3. BOUNDARY FIRES

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.

In the event that multiple agencies are engaged in initial attack for a fire upon or near common suppression zone boundaries, the ranking officers of each agency shall convene during the first burning period to mutually agree upon the fire control strategy and appoint an Incident Commander. If it is resolved that the fire area is entirely confined to one or the other agency's area of responsibility, then the ranking officer of the jurisdictional agency shall assume the responsibility of appointing an Incident Commander.

Fires within the **Federal Response Zone** will be suppressed according to procedures spelled out within Chapter 9, Section E (Mutual Aid Dispatch Areas).

H. Reinforcements and Support

It shall be the responsibility of the jurisdictional agency to acquire and dispatch any needed replacements to relieve initial attack crews of assisting agencies at the earliest practical time after their arrival on the fire. Procedures in Chapter 9, Section G. (Dispatching and Resource Order Process) will also apply for Reinforcements (Extended Attack).

Once assisting and jurisdictional crews have a fire controlled, it shall be mutually agreed as to what additional mop-up and patrol is necessary, and when assisting agencies will leave the fire.

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

For fires within Jefferson County, each agency will assume responsibility for its own expenses during the Mutual Aid Period, as detailed in Chapter 5, Section B, Number 2 (Mutual Aid Definition). If after being notified, the jurisdictional agency does not respond to the fire, then the assisting agency may request reimbursement for costs as governed by the terms of existing Mutual Aid Agreements.

1. LAW ENFORCEMENT ACTIVITIES

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

It will be the responsibility of the agency upon whose land the fire originates to initiate law enforcement action. When initial attack is made by other than the jurisdictional agency, the assisting agency will immediately gather and preserve information and evidence pertaining to the cause of the fire for the jurisdictional agency.

In the case of any restrictions on open burning or public activities because of extreme fire danger, either by Governor's proclamation or by local issue, the county Sheriff will be

responsible for enforcement of these restrictions on all non-federal lands, and may assist on other lands at the request of the appropriate agency.

I. Move-up and Cover Locations and Procedures

Mutual Aid Dispatch will occur as requested by the responding agencies as covered by the "Intergovernmental Agreement for Mutual Aid Between Fire Departments" signed in 1993 (Attachment 5) or any successor agreements as signed by the parties; or the Denver Metro (Fire Department) Mutual Aid Agreement (Attachment 6). Locations and procedures for preplanned Move-up and Coverage activities will be developed in the future by the Jefferson County Fire Council's Wildfire Committee and Resource Groups, and incorporated into this AOP as an Exhibit when available.

J. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services

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

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

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

1. **Cache Items** ("wildfire suppression supplies") for **active wildfire incidents** will be ordered through Pueblo Interagency Dispatch Center (PIDC). These items are noted in the NWCG National Fire Systems Catalog (NFES 0362).

2. **Non-Cache Items** (defined below**) will be obtained by the following methods:

- For wildfires entirely on federal lands: these items will be ordered through PIDC, and are obtained by procurement personnel from the Pike/San Isabel National Forest and Commanche/Cimmaron National Grasslands (PSICC).
- For wildfires entirely on private, county, or state lands: these items will be initially ordered through the Jefferson County Emergency Operations Center, and obtained by Jefferson County or the Colorado State Forest Service (CSFS) through their procurement authorities.
- For wildfires entirely on private, county, or state lands, which have exceeded the procurement capabilities of Jefferson County or CSFS: these items may be obtained by requesting appropriate procurement assistance (such as local USFS contracting officer, a partial or complete Buying Team, etc) through PIDC.

- For wildfires on both federal and private/county/state lands: these items will be obtained through the use of the most available procurement capabilities of Jefferson County (through its Emergency Operations Center) or PIDC (utilizing PSICC procurement personnel, or other resources such as Buying Teams, etc). The Unified Command for such fires will be responsible for providing direction to the Incident Commander to prevent, wherever possible, any duplication of ordering of Non-Cache Items by Jefferson County or PIDC.

***** Non Cache items include, but are not limited to: meals; porta-potties; tables; chairs; business trailers; meeting halls; and other needed service or supplies.***

Current information about local sources of Non-Cache items will be maintained by Jefferson County Emergency Management.

K. Interagency Sharing of Communications Systems and Frequencies

All agencies signing this agreement authorize use of their radio frequencies (see **Exhibit H**) by other agency personnel **for emergency purposes only**, except as shown on the radio frequency list or in any other agreements. The **Jefferson County Large Incident Communications Plan** is located in **Exhibit I**.

All Federal wildland firefighting agencies (USFS /BLM/ NPS/ USFWS) have converted to narrow banded radio frequencies as of December 31, 2004. This means that federal VHF systems have converted to 12.5 kHz bandwidth. Any radios still operating on a wide-band, 25 kHz basis may create interference with narrow-band radios, particularly with Pueblo Interagency Dispatch Center (PIDC). All Agencies, Departments and Fire Protection Districts which use USFS FM frequencies for tactical or command purposes (including through PIDC) must have radios programmed in 'Narrow band' mode to facilitate clear transmission and reception. All communications on air-to-ground frequencies must have radios programmed in 'Narrow band' mode.

1. JEFFERSON COUNTY COMMUNICATION RESOURCES

Jefferson County Emergency Management Communications Group personnel may be requested to support initial attack and extended attack on wildfires within Jefferson County. Jefferson County Emergency Management Communications Group personnel in Jefferson County are trained and equipped with the appropriate personal protective equipment (PPE) for use on wildland fires.

Narrow-band radios, portable repeaters, and communications vans are available for use during initial attack and extended attack on local incidents from radio caches maintained by Jefferson County Emergency Management Communications Group for the Jefferson County Sheriff's Office. Requests for Jefferson County Emergency Management Communications Group personnel and radio equipment should be made through the Jefferson County Sheriff's Office Dispatch. Such requests will be routed to the appropriate contacts.

Narrow-band radios are available for use during extended attack on local incidents from a 20-radio cache maintained by the USFS for the Pueblo Zone IMT3. Requests for the Pueblo Zone IMT3 radio cache should be made through the Jefferson County Sheriff's Office Dispatch. Such requests will be routed to the appropriate contacts at Pueblo Interagency Dispatch Center.

L. Wildland Fire Situation Analysis

Federal agencies are required to complete the Wildland Fire Decision Support System (WFDSS) or equivalent documentation, for all fires on federal land, to determine appropriate response. This procedure requires federal agency unit administrator participation.

When a wildfire exceeds the capability of the Fire Protection District to control or extinguish, the Fire Protection District may request that the responsibility for coordination of fire suppression efforts for the wildfire to the Jefferson County Sheriff. The request to transfer responsibility for coordination of fire suppression efforts for a wildfire will be made in writing between a representative of the fire protection district and the Jefferson County Sheriff's Office (Exhibit E). The request will be accompanied by a complexity analysis form completed by the agency representatives (Exhibit D).

CSFS requires an Emergency Fire Fund (EFF) Analysis Form (**CSFS #108A - as shown in EXHIBIT G**) to be prepared on non-federal fires that have the potential to exceed county control capabilities. The County Sheriff should use this form to help determine if a wildfire might be eligible for EFF. CSFS may also elect to complete a Wildland Fire Situation Analysis (WFSA), or equivalent documentation, on fires on private and state lands that escape initial attack to determine the appropriate response. All agencies involved in extended attack on private and state lands will assist in the completion of the appropriate decision support documentation. CSFS requires a WFSA or equivalent documentation for all wildfires receiving a FEMA declaration. When wildfires exceed the capabilities of the County the Sheriff shall seek the assistance of the State by requesting assistance from the Colorado State Forest Service. The Sheriff and the State Forester shall enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a unified command structure.

M. Wildland Emergency Response Fund (WERF)

The WERF was created to provide funding or reimbursement for the first two days of crew response at the beginning of a wildfire incident, when ordered at the request of any county sheriff, municipal fire department, or fire protection district. The use of WERF applies to the initial attack phase of each incident only. Under WERF, any sheriff, municipal fire department, or fire protection district may order an interagency handcrew for initial attack of any wildfire, subject to the terms of the WERF as shown in Attachment 4 of this AOP. Continued use of the handcrew beyond the first two days of its assignment, by the ordering agency, will be at full cost, and subject to the prior approval of Jefferson County as specified within Chapter 9, Section G, Number 1.

N. State Emergency Fire Fund (EFF)

The Emergency Fire Fund (EFF) may be used to assist counties with whom the Colorado State Forest Service 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 State Forester, or his designee, is the only person authorized to approve and implement the fund.**

When a wildfire exceeds the capability of the Fire Protection District to control or extinguish, the Fire Protection District may request to transfer the responsibility for coordination of suppression

efforts for the wildfire to the Jefferson County Sheriff. The request to transfer responsibility for coordination of suppression efforts for a wildfire will be made in writing between a representative of the fire protection district and the Jefferson County Sheriff's Office (Exhibit E). The request will be accompanied by a complexity analysis form completed by the agency representatives (Exhibit D). **Wildfires that have not become the responsibility of the Jefferson County Sheriff are not eligible for EFF support.**

1. INTENT OF EFF

Jefferson County is a current participant in the EFF Agreement with CSFS. As a participant to this agreement, the State agrees to come to the aid of **Jefferson County** should suppression resource needs exceed county capabilities.

When EFF is implemented, CSFS assumes responsibility and authority for all suppression activity until the wildfire is returned to county responsibility; however, the county must maintain a minimum level of participation in suppression activities after EFF is implemented, as outlined in Chapter 9, Section N, Number 6.

2. FUNDING OF EFF

The EFF is funded by an annual assessment of member counties. It is based upon a formula that considers the number of forested acres protected and the valuation of private properties within Jefferson County.

3. ROLES UNDER EFF

a. CSFS District Forester

The CSFS District Forester: acts for the State Forester in the absence of an assigned Incident Line Officer; assists the County Sheriff in completing the EFF Analysis Form (CSFS No. 108A) for each shift; prepares the CSFS Fire Funding Request (CSFS No. 164); and assures that the Incident Line Officer is aware of local situations and procedures.

b. Jefferson County Sheriff

The County Sheriff: prepares the EFF Analysis Form (CSFS No. 108A) for potential EFF fires; signs Assumption of Fire Control Duty Form (CSFS No. 168) for fires that the State Forester approves for EFF; and serves as the County's representative on the Unified Command group.

c. County Agencies and Fire Resources

Other agencies will provide the Sheriff with personnel and equipment necessary to meet the minimum county resource commitment.

4. UNIFIED COMMAND

All EFF fires will utilize a Unified Command consisting of, at a minimum, the Jefferson County Sheriff (or designated representative) and CSFS Line Officer. If land administered by another agency is threatened or involved, that agency will provide a representative to the Unified Command.

5. EFF ACTIVATION

The EFF can only be implemented upon request of Jefferson County, and upon mutual agreement of both the County and CSFS. The local CSFS District Forester, or his

representative, must recommend EFF implementation to the Colorado State Forester. Therefore, it is imperative that Jefferson County notify the CSFS-Golden Fire Duty Officer immediately should an wildfire incident occur which has the potential to exceed county capabilities. This will allow time for a CSFS representative to travel to the incident.

Before requesting EFF implementation, the County must first complete the CSFS EFF Analysis Form, No. 108A. This will assist the CSFS representative to complete the CSFS Fire Funding Request form, No. 164. When the CSFS No. 108A and 164 are completed, the District Forester will contact the State Fire Duty Officer (FDO) or Fire Division Staff and relay the information collected. The District Forester will also make his recommendation on whether or not the situation warrants implementation of the fund.

Upon approval of EFF implementation, the State Forester will assign a CSFS Line Officer to the incident.

6. MINIMUM COUNTY COMMITMENT

When a wildfire is approved for EFF implementation within Jefferson County, the following minimum fire suppression forces will be maintained, as much as it is possible, throughout the duration of the incident:

- Those forces from the Fire Protection District within which the incident is occurring, while still providing a minimal level of response for other, new incidents within that district.
- Those mutual aid forces that are normally used by the Fire Protection District within which the incident is occurring, without jeopardizing the ability of the assisting agencies to mount a reasonable response within their own jurisdiction (see **Attachment 5 - Intergovernmental Agreement For Mutual Aid Between Fire Departments** in Jefferson County, or any successor agreements as signed by the parties).
- Assistance from the County's Incident Management Team, if available, adequate to assist a Type I or II incident management team during one shift/day.
- The county Emergency Operations Center (EOC) and Emergency Management staff, if available, and if appropriate, needed, and suitable to support the operation of the incident.
- Equipment and operators (such as bulldozers, road graders, water tenders) from the Road & Bridge Department, if available - and if appropriate, needed, and meeting specific safety/operational standards for the incident.
- Law enforcement and traffic control through the Sheriff's Office.
- Other county-owned equipment, personnel, and resources, as may be available and as mutually agreed upon between the county and the CSFS Line Officer, given the specific conditions and needs of the incident.

7. EFF DEACTIVATION

CSFS will transfer control of an EFF fire back to Jefferson County when: fire spread is contained; the Line Officer's objectives have been met; and a written plan has been prepared for the next operational period.

a. Mop-up and patrol

The county and/or applicable fire protection district will be responsible for mop-up and patrol, after control of an EFF fire has been transferred back to the county from CSFS, according to an extended incident action plan (that includes the next operational period).

b. Reclamation

The EFF can pay for water-barring and reseeding control lines, if authorized by the CSFS Line Officer and only when part of the Incident Action Plan during the EFF period. All other reclamation work must be funded by the landowner or other sources.

O. Dispatch Centers or Other Incident Support Facilities

The Pueblo Interagency Dispatch Center (PIDC) will be the point of contact for all Jefferson County dispatch centers for notification of fires threatening or involving federal (USDA Forest Service, USDI Bureau of Land Management, or USFWS) lands. *[Note: for initial attack in the Arapaho National Forest use PIDC; for extended attack use the Fort Collins Dispatch Center (FTC).]* In addition, the Jefferson County Sheriff's Office dispatch center is the contact point if CSFS assistance is requested for threatening fires on state and private property, and Special Management Consideration Areas. The initial attack Incident Commander should advise the local dispatcher as to which agency is to be notified.

Requests or orders for local resources that originate from outside Jefferson County will be routed through the Jefferson County Sheriff's Office, as covered by the procedures within Section G - Dispatching and Resource Order Process.

Pueblo Interagency Dispatch Center may be contacted at the following telephone numbers:
Business: (719)-553-1600

Fort Collins Interagency Dispatch Center may be contacted at the following telephone numbers:
Business: (970)-295-6800

Jefferson County Sheriff's Office Dispatch may be contacted at the following telephone numbers:
Business: (303) 277-0211
Emergency: 911

P. Post-incident Action Analysis

Analysis of incidents will be conducted at a level commensurate with the complexity of the incident.

Q. Out-of-Jurisdiction Assignments

1. STANDARDS

Prior to dispatch out of the local jurisdiction/ mutual aid areas (Jefferson County), all wildland resources will meet minimum National Wildland Coordinating Group (NWCG) Standards for the type of resource requested. Equipment and personnel will not be dispatched outside of Jefferson County without some prior agreement as to compensation, such as a Cooperative Resource Rate Form (CRRF) with the Colorado State Forest Service. All wildland resources working on Federal lands beyond the initial attack period

(either within or outside of Jefferson County) will meet NWCG standards and be Red Carded for the type of resource requested or assigned to the fire.

2. PROCEDURES

Requests for local resources by jurisdictions outside the Pueblo Interagency Dispatch Center (PIDC) service area will be made through PIDC. Any agencies within the PIDC area that receive direct requests from other jurisdictions will notify PIDC of the request and their response to it. PIDC will coordinate and track the movement of Jefferson County resources to interagency wildfire assignments, but not for mutual aid activities within the county.

3. PARTICIPATION ON NATIONAL, REGIONAL, ZONE, AND LOCAL IMTS

In keeping with the concept of cooperative fire management, federal and non-federal personnel are encouraged to support and join Incident Management Teams (IMT's) or Incident Management Groups (IMG's) within and outside of the PIDC zone.

Federal and non-federal personnel participating on National, Regional, Zone and Local IMT's or IMG's will be ordered through, and tracked by, their respective dispatch organizations.

Requests for assistance outside of mutual aid areas described in this AOP must be through the appropriate dispatch centers for tracking and reimbursement. Personnel responding to a non-mutual aid incident must have been dispatched by their jurisdiction and have a resource order.

4. RESOURCE MOBILIZATION DURING PERIODS OF ELEVATED FIRE DANGER OR FIRE RESTRICTIONS

During periods of elevated fire danger or the implementation of fire restrictions, Jefferson County and county cooperators will use discretion in the dispatch of its resources for out-of-jurisdiction assignments. The intent of these guidelines is to verify that the fire protection needs of the county and local jurisdictions can be met by available resources, prior to assisting on out-of-jurisdiction assignments.

R. Private (Contractor) Fire Suppression Resources

Authorization and use of private (contractor) fire suppression resources will follow approved memorandums of understanding or other agreements between the County Sheriff and the private resources, and documented in Exhibit U.

CHAPTER 10. AVIATION PROCEDURES

Requests for any and all aircraft use will come with the necessary information shown on the Aircraft Request Form, Exhibit F-1.

A. Aviation Map

Federal agencies have mapped aviation issues in their fire management action plans. Jefferson County and CSFS have not developed such a map. Items 10.A.1-6. (listed below) will be addressed in the future development of such a map.

1. HAZARDS
2. SENSITIVE ZONES (urban-interface, aquatic, wilderness, etc.)
3. HELISPOTS, DIP SITES
4. AUTOMATIC DISPATCH ZONES (tied to preparedness planning)
5. DETECTION ROUTES
6. FOAM/RETARDANT RESTRICTION AREAS

B. Flight Following/Frequency Management

Note: There is a frequency plan developed for Colorado, which identifies frequencies for specific areas of Colorado. This plan is located at each dispatch center.

Pueblo Interagency Dispatch Center (PIDC) will flight follow for aircraft ordered through them. If radio communication problems develop, PIDC will coordinate with adjacent dispatch centers to provide flight following.

C. Call When Needed (CWN) Aircraft, Tactical and Support Aircraft.

1. LOCAL RESOURCES

Jefferson County and the City of Golden have a Call When Needed (CWN) contract with Rampart Helicopters for use of a Type 2 restricted helicopter. This helicopter is to be used to respond to fires on private, county, and state lands under the jurisdiction of the City of Golden and/or Jefferson County. The helicopter is **not** allowed to respond to initial attack fires on Federal lands without prior authorization of the federal jurisdictional agency's Fire Duty Officer. Federal and non-federal jurisdictional agencies will notify the other of any air resources ordered for an incident, on their own jurisdictional lands, within 2 miles of the Federal lands boundary within Jefferson County.

2. STATE RESOURCES

The Colorado State Forest Service sponsors a Single Engine Air Tanker (SEAT) program for use on wildland fires within the State of Colorado. The SEAT(s) will be contracted by CSFS for a period of time to coincide with the expected wildfire season, based upon predicted weather and fuels conditions each year. The SEAT(s) will be located within the state in the areas of highest fire danger and fire activity, as appropriate. Requests to have the SEAT(s) moved to cover a specific area (such as Jefferson County) should be made by local cooperators through the CSFS-Golden District FDO. Use of the SEAT or other State interagency aviation resources can be made by the requesting agency under the terms of the Wildfire Emergency Response Fund (WERF), as shown in Attachment 4 of this AOP.

Under WERF, any sheriff, municipal fire department, or fire protection district may order the appropriate (and available) aviation resource for initial attack of any wildfire. In general, the first aviation resource on non-federal lands will be subject to the terms of the

WERF as shown in Attachment 4 of this AOP. Continued use of the aerial resource(s) by the ordering agency will be at full cost, and subject to the prior approval of Jefferson County as specified within subsection (a) immediately below.

Any agency within Jefferson County may order State aviation resources as needed or desired. Orders will be recognized by Jefferson County Sheriff's Office, West Metro, and Evergreen FPD dispatch centers from any fire department chief, incident commander, and county-listed NWCG qualified engine bosses or crew bosses. All aviation resource orders originating within Jefferson County will be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be transmitted to PIDC. All county or local orders for State aviation resources may be at the requesting agency's expense, if not covered by Jefferson County authorization as specified within subsection (a) immediately below.

For emergency use of State aviation resources on local wildfires, requests for aircraft may be made directly by the Jefferson County Sheriff's Office dispatch center to PIDC, followed by immediate notification to the CSFS-Golden Fire Duty Officer. Requests to PIDC, for any and all air resource use, must include all the information shown on the Aviation Resource Request Form (Exhibit F-1), or they will not be acted upon by PIDC.

Jefferson County is required to notify the CSFS-Golden FDO immediately upon ordering any aviation resources through PIDC, if they are requesting the support of WERF for the resource's first use. Without such notification, any aerial resource use may obligate county funds under the current Agreement for Cooperative Wildfire Protection in Jefferson County (Attachment 1 of this AOP). Jefferson County Sheriff's Office will notify the CSFS-Golden FDO, as soon as possible, whenever Jefferson County or any local fire department orders aviation resources.

a. Authorization for Resource Orders

Aviation resource orders (and costs) within Jefferson County that are not covered by the WERF may obligate the Jefferson County Sheriff's Office for costs under the Agreement for Cooperative Wildfire Protection in Jefferson County (Attachment 1 of this AOP). Any agency ordering aviation resources outside the terms of the WERF (as shown in Attachment 4 of this AOP) will be liable for the costs of these aviation resources, unless the designated County officials approve the resource order for county payment.

Aviation resource orders originating within Jefferson County will be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be transmitted to PIDC.

In Jefferson County, the following people **(in order of priority and availability)** have authority to approve use of aircraft or retardants, **prior to transmittal to PIDC:**

- Sheriff
- Undersheriff
- Sheriff's Office staff (Critical Incident Response Director; Director of Emergency Management; or other designated representatives)
- Jefferson County Incident Management Team, as delegated by the Sheriff
- CSFS Personnel serving as the Fire Duty Officer on active fires

3. FEDERAL RESOURCES

Requests by cooperators for Federal and Interagency aviation resources such as heavy airtanker air drops, helicopters, or helitack crews will be made through PIDC. Be advised that the following components may be supplied as needed for the specific incident:

- **Air Attack Group Supervisor**
- **Air to Ground Communication**
- **Helicopter Manager**
- **Air Service Manager of Helispots**
- **Lead Plane**
- **Heavy Air Tanker**
- **Necessary Support, Supplies, and Materials**

Use of Federal or Interagency aviation resources will be made at cost to the requesting agency under the terms of the Wildfire Emergency Response Fund (WERF), as shown in Attachment 4 of this AOP.

Under WERF, any sheriff, municipal fire department, or fire protection district may order the appropriate (and available) aviation resource for initial attack of any wildfire. In general, the first aviation resource on non-federal lands will be subject to the terms of the WERF as shown in Attachment 4 of this AOP. Continued use of the aerial resource(s) by the ordering agency will be at full cost, and subject to the prior approval of Jefferson County as specified within subsection (a) immediately below.

Any agency within Jefferson County may order Federal aviation resources as needed or desired. Orders will be recognized by Jefferson County Sheriff's Office, West Metro, and Evergreen FPD dispatch centers from any fire department chief, incident commander, and county-listed NWCG qualified engine bosses or crew bosses. All aviation resource orders originating within Jefferson County will be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be transmitted to PIDC. All county or local orders for Federal aviation resources may be at the requesting agency's expense, if not covered by Jefferson County authorization as specified within subsection (a) immediately below.

For emergency use of Federal aviation resources on local wildfires, requests for aircraft may be made directly by the Jefferson County Sheriff's Office centers to PIDC, followed by immediate notification to the CSFS-Golden Fire Duty Officer. Requests to PIDC, for any and all air resource use, must include all the information shown on the Aviation Resource Request Form (Exhibit F-1), or they will not be acted upon by PIDC.

Jefferson County and all local fire departments are required to notify the CSFS-Golden FDO immediately upon ordering any aviation resources through PIDC, as this may obligate state and county funds under the WERF. Unless specified otherwise, such resource orders from the county shall be considered a request for any appropriate state funding assistance under the WERF. Jefferson County Sheriff's Office will immediately notify the CSFS-Golden FDO whenever Jefferson County or any local fire department orders aviation resources.

a. Authorization for Resource Orders

Aviation resource orders (and costs) within Jefferson County that are not covered by the WERF may obligate the Jefferson County Sheriff's Office for costs under the Agreement for Cooperative Wildfire Protection in Jefferson County (Attachment 1 of this AOP).

Any agency ordering aviation resources outside the terms of the WERF (as shown in Attachment 4 of this AOP) will be liable for the costs of these aviation resources, unless the designated County officials approve the resource order for county payment.

Aviation resource orders originating within Jefferson County will be coordinated by, and routed through, the Jefferson County Sheriff's Office. These resource orders will be transmitted to PIDC.

In Jefferson County, the following people (**in order of priority and availability**) have authority to approve use of aircraft or retardants, **prior to transmittal to PIDC**:

- Sheriff
- Undersheriff
- Sheriff's Office staff (Critical Incident Response Director; Director of Emergency Management; or other designated representatives)
- Jefferson County Incident Management Team, as delegated by the Sheriff
- CSFS Personnel serving as the Fire Duty Officer on active fires

4. NATIONAL GUARD RESOURCES

If other aircraft resources are unavailable, National Guard helicopters based at the Buckley Air National Guard Base may be available. Aircraft normally are dispatched in pairs, and may also come with a backup ship. Ground support will be provided. Aircraft and pilots will be "carded" by the appropriate authorities (see also Chapter Section 10.H). Cost to the using agency will apply, and may vary from incident to incident.

To request these aircraft, gather the necessary information shown on the **Aviation Resource Request Form, Exhibit F-1**, and contact PIDC with the specific equipment and mission request. **The request should clearly specify that those National Guard resources are being requested specifically for a State- or County-responsibility fire.** PIDC will contact the Rocky Mountain Coordination Center, which will contact the Colorado Division of Emergency Management. The CSFS-Golden District Fire Duty Officer should also be notified that a request for National Guard resources has been initiated.

D. Fixed Wing Base Management

The closest airports to Jefferson County that are planned to serve as fixed wing air tanker bases are Rocky Mountain Metropolitan Airport (Broomfield, CO), and Pueblo Municipal Airport (Pueblo, CO). All requests for State and Federal aircraft should follow the directions in the preceding Sections Chapter 10, Section C. The contact number for the USFS-Jeffco Airtanker Base is (303)-439-0332; emergency number is 720-887-4846.

E. Single-Engine Airtanker Temporary Bases

The closest airports to Jefferson County that are planned to serve as fixed wing air tanker bases are Rocky Mountain Regional (Broomfield, CO), and Pueblo Municipal Airport (Pueblo, CO). All requests for State and Federal aircraft should follow the directions in the preceding Chapter 10, Section C. The contact number for the USFS-Jeffco Airtanker Base is (303)-439-0332; emergency number is 720-887-4846.

For more information about use of the SEAT and requirements to set up a temporary base, see the SEAT Briefing Guide, Exhibit F-3.

F. Leadplane/Air Attack Activation

The determination to use a leadplane or air attack on an incident will be made by PIDC as aviation resources are ordered, or as the incident complexity changes. Air Attack will be delivered with the other aviation components ordered for the specific incident.

G. Aviation Requests and Operations

1. INITIAL ATTACK

Aircraft availability for initial attack should be confirmed with PIDC or the Jefferson County Sheriff's Office Dispatch Center as conditions warrant. Some aircraft are on national contracts. It should be realized that if ordered, aircraft may come from out of state, which may greatly increase their time of arrival to the fire.

a. News Media Aircraft

If local news media aircraft are requested by Jefferson County or a local fire department for use near USFS lands, flight coordination between Jefferson County Sheriff's Office dispatch and PIDC must occur. If communication between the news media aircraft and air resources dispatched through PIDC cannot be established, then state or federal air resources may be withdrawn from the incident. Once communication between these air resources has been established, PIDC will resume use of state or federal air resource use on the incident. The Incident Commander can also request a Temporary Flight Restriction as explained in Section G.5 below, which would help manage news media aircraft.

b. Radio Frequencies

Aircraft dispatched through PIDC for initial attack of wildfires within Jefferson County will use the designated air to ground frequency for Zone 6, south of I-70; or Zone 5, north of I-70. The use of FERN frequencies will be discouraged for air-to-ground communications for tactical use on wildfires, in order to prevent conflicts with ongoing local fire agency use. A secondary air-to-ground frequency can be established upon request to PIDC, or by PIDC at the time of the incident.

c. Communications

If communications between ground resources and the air resources dispatched by PIDC cannot be established, then state or federal air resources may be withdrawn from the incident. Once communication between these air resources has been established, PIDC will resume use of state or federal air resources on the incident. It is the responsibility of the Incident Commander and the jurisdictional agency to establish communications between ground resources and air resources on all wildfires.

Jefferson County Emergency Management Communications Group personnel and equipment may be available to help establish ground to air communications on wildfires within Jefferson County. Procedures for ordering Jefferson County Emergency Management Communications Group resources are shown in Chapter 9, Section K, Number 1.

2. BOUNDARY FIRES

Aircraft use on fires located along jurisdictional boundaries will be the responsibility of the ordering agency if pre-approval or consultation with all affected agencies has not occurred at the time of the resource order. Aircraft used over federal lands are subject to the restrictions listed in Chapter 10, Section G, Number 6, Chapter 10, Section G, Number 7, and the restrictions shown in Chapter 10 Sections G, Number 1, subsections a through c.

3. URBAN/WILDLAND INTERFACE FIRES

Fire suppression aircraft usage in or near residential areas must be approved by the jurisdictional agency prior to usage.

4. AIR SPACE RESTRICTIONS

The Incident Commander may request Temporary Flight Restrictions (TFRs) through PIDC if non-fire aircraft may pose a hazard for fire air operations. All TFRs must be requested through PIDC for wildfires or prescribed fires, following the current procedures listed in the RMA Mobilization Guide.

5. INCIDENTS INVOLVING MULTIPLE AIR RESOURCES

Aircraft control on complex incidents, especially those involving multiple air resources, should be coordinated through the Pueblo Interagency Dispatch Center and on the incident by the appropriate (and qualified) air operations personnel. See also Chapter 10 Sections G, Number 1, subsections a through c, for specific instructions on use of air resources not dispatched through PIDC.

a. Radio Frequencies

Aircraft dispatched through PIDC for initial attack of wildfires within Jefferson County will use the designated air to ground frequency for Zone 6, south of I-70; or Zone 5, north of I-70. The use of FERN frequencies will be discouraged for air-to-ground communications for tactical use on wildfires, in order to prevent conflicts with ongoing local fire agency use. A secondary air-to-ground frequency can be established upon request to PIDC, or by PIDC at the time of the incident.

b. Communications

If communications between ground resources and the air resources dispatched by PIDC cannot be established, then state or federal air resources may be withdrawn from the incident. Once communication between these air resources has been established, PIDC will resume use of state or federal air resource use on the incident. It is the responsibility of the incident commander and the jurisdictional agency to establish communications between ground resources and air resources on all wildfires.

Jefferson County Emergency Management Communications Group personnel and equipment may be available to help establish ground to air communications on wildfires within Jefferson County. Procedures for ordering Jefferson County Emergency Management Communications Group resources are shown in Chapter 9, Section K, Number 1.

6. QUALIFICATIONS AND RESTRICTIONS ON AIR RESOURCE USE

Aircraft being used on Federal lands, or in association with Federal or interagency resources, must be certified, also known as “carded”, per Chapter 10, Section H of this AOP.

H. Aircraft Inspection Schedules

Federal fire suppression aircraft are inspected annually by either the U.S. Forest Service or the Office of Aircraft Service and certified for their capabilities.

I. Wildfire Emergency Response Fund (WERF)

The WERF was created to provide funding or reimbursement for the first aerial tanker flight or first hour of rotor time for a helicopter when ordered at the request of any county sheriff, municipal fire department, or fire protections district. The use of WERF applies to the initial attack phase of each incident only. Under WERF, any sheriff, municipal fire department, or fire protection district may order the appropriate (and available) interagency aviation resource for initial attack of any wildfire, subject to the terms of the WERF as shown in Attachment 4 of this AOP. Continued use of the aviation resource by the ordering agency, will be at full cost, and subject to the prior approval of Jefferson County as specified within Chapter 10, Section C.

J. Aviation Dispatch Procedures

All aviation dispatches will follow the current procedures listed in the Aviation Dispatch Procedures for the Pueblo Interagency Dispatch Center (PIDC), as shown in Exhibit F-4, particularly covering the following topics:

1. STATUS
2. AIRCRAFT HIRES
3. SELECTION PROCESS
4. FLIGHT MANAGEMENT

5. FLIGHT FOLLOWING
PIDC will flight follow for all aircraft ordered through them, and following the current Aviation Dispatch Procedures shown in Exhibit F-4.

6. TEMPORARY FLIGHT RESTRICTIONS (TFR)
All TFRs must be requested through PIDC for wildfires or prescribed fires, and following the current Aviation Dispatch Procedures shown in Exhibit F-4.

CHAPTER 11. FIRE PREVENTION

A. Cooperative Activities

The following fire activities need to be coordinated between agencies:

1. FIRE DANGER:

News releases about fire danger and prescribed burning will be coordinated, and when practical, issued by the appropriate information officer as a joint release by the cooperating agencies to newspaper, radio and television media. This effort will reduce public confusion on the subject, and direct attention to fire danger for all elevations and ownerships.

Jefferson County Sheriff's Office can obtain Red Flag and other fire weather or operational advisories from the National Weather Service-Boulder on a daily basis, and will be responsible for notification of those fire departments for which they dispatch. Each local dispatch center (within Jefferson County) can obtain Red Flag and other fire weather or operational advisories from National Weather Service-Boulder on a daily basis, and will be responsible for notification of the resources that they dispatch.

2. FIRE PREVENTION:

Coordination of fire prevention activities, including school contacts, will be coordinated between the participating agencies.

3. FIRE RESTRICTIONS:

When contemplating a closure to open burning or lifting of fire bans, all agencies or fire departments will advise its cooperators of the situation and consider joint action(s) as needed. In all cases, cooperating agencies should utilize the guidelines in Chapter 11, Section D, Number 1 (**Operations Plan for Pueblo Interagency Dispatch Fire Restrictions in Exhibit J**) when considering these actions.

a. Local Restrictions

Agencies or fire departments wanting to place or remove restrictions upon fire use within their jurisdictions within Jefferson County will consult with all adjacent agencies or departments, county sheriff and forest level offices, and the CSFS-Golden District concerning fire danger. Where appropriate, joint announcements concerning fire restrictions or appropriate fire uses will be made to reduce confusion on the part of the public.

b. County-wide Restrictions

The Jefferson County Sheriff's Office, Jefferson County Fire Council, USFS Pike and San Isabel National Forest and Comanche and Cimmaron National Grasslands; Clear Creek Ranger District or Arapaho-Roosevelt National Forest), USFWS, and CSFS-Golden District (on behalf of its Special Management Areas) will jointly consider placing or removing county-wide restrictions. If a closure will affect multiple ownership lands, a joint press release will be issued by the Sheriff and all other agencies involved. **Note:** The Jefferson County Sheriff or Chairman, Board of County Commissioners, can directly issue county-wide fire bans for a range of activities, as shown in **Exhibit N, Jefferson County Fire Restrictions Form.**

c. Area/Region/Forest-wide Restrictions

Wildland agencies have agreed, at the State and Regional levels, that Area/Region/Forest-wide restrictions should be coordinated through each Interagency Dispatch Center's Board of Directors. The CSFS-Golden District office will represent county-level agencies and cooperators by providing current information on fire danger and activity within Jefferson County to the Pueblo Interagency Dispatch Center, phone number (719)-553-1600.

d. State-wide Restrictions

When State-wide Restrictions are instituted, all participating agencies to this AOP will coordinate their fire prevention activities. The CSFS-Golden District office will represent county-level agencies and cooperators by providing current information on fire danger and activity within Jefferson County to the Pueblo Interagency Dispatch Center, phone number (719)-553-1600. PIDC will communicate dispatch area-wide fire danger information to the Rocky Mountain Area Dispatch Center, phone number (303)-275-5700.

e. Seasonal Restrictions

Agencies or fire departments wanting to place or remove seasonal restrictions upon fire use within their jurisdictions within Jefferson County will consult with all adjacent agencies or departments, county and forest level offices, and the CSFS-Golden District concerning fire danger and appropriate fire use. Where appropriate, joint announcements concerning fire restrictions or approved fire uses will be made by all affected agencies to reduce confusion on the part of the public.

4. FIRE PERMITS:

Each agency shall issue and control burning permits on lands within its responsibility and authority. When such permits are issued for lands within the protection boundary of a cooperator, the cooperator shall be informed of the time and location the permit is issued for.

5. FIRE WEATHER REPORTS:

Because of the renewed awareness of the importance of having current fire weather forecasts to help ensure personnel safety, each agency is encouraged to obtain forecasts from the **National Weather Service, Fire Weather Forecasters**. Each agency shall be responsible for gathering fire weather information and requesting spot weather forecasts for their individual fire incidents, but may request assistance in gathering or transmitting such information from any of the other fire agencies. Requests will be sent directly to the National Weather Service – Boulder, 303-494-3877, fax 303-494-4409, to the attention of the **Fire Weather Forecaster**. County agencies and fire departments can also submit these requests to the National Weather Service through the Jefferson County Sheriff's Dispatch.

6. JEFFERSON COUNTY WILDFIRE MITIGATION PLAN:

The Mitigation and Prevention Group of the Jefferson County Fire Council and CSFS-Golden District shall assist Jefferson County Emergency Management in the planning, maintaining, updating, and implementing the County Wildfire Mitigation Plan.

B. Information and Education

1. FIRE DANGER INFORMATION

a. Fire Weather Station Locations

Fire weather and danger rating information is made available as described in Chapter 8, Section A, Number 2. There are two Remote Automated Weather Stations (RAWS) located in Jefferson County and which provide current weather information through websites, daily fire danger reports, and by radio transmission to authorized personnel. The RAWS stations are: Cheesman (operated by the U.S. Forest Service) located in southwest Jefferson County; and Lookout Mountain (operated by the Jefferson County Sheriff's Office) located west of Golden. There are also four other RAWS stations in adjacent counties which provide current information for fire danger prediction ratings developed by the Jefferson County Sheriff's Office: Bailey; Corral Creek; Polhemus; and Sugarloaf.

b. Data Sharing and Methods

Information relative to fire weather and fire danger ratings will be shared as described in Chapter 8, Section A, Number 2. Special fire weather events and warnings will be broadcasted to all fire agencies as they are received from the National Weather Service or PIDC.

c. Fire Danger Dissemination

Fire danger ratings are posted daily on the PIDC website (http://gacc.nifc.gov/rmcc/dispatch_centers/r2pbc/indices.htm).

d. Fire Prevention Signs

Signs are located throughout the county, and are updated daily by the local agencies, based upon the local fire danger rating. The Colorado Department of Transportation's programmable Highway Information Signs located on U.S. 285 and I-70 can be used for advisories during periods of Very High or Extreme fire danger. The CSFS-Golden Fire Duty Officer will contact CDOT to initiate these advisory messages.

2. JOINT OR SINGLE AGENCY PRESS RELEASES

News releases on fire danger or prescribed burning activities will be coordinated, and when practical, issued jointly to newspaper, radio and television media by the cooperating agencies in this AOP. This effort will reduce public confusion on the subject, and direct attention to fire danger at all elevations and ownerships. Press releases will use the most current fire danger ratings and fire weather forecasts, as detailed elsewhere in this AOP.

3. SMOKEY BEAR PROGRAM

See Chapter 11, Section A, Number 2.

4. FIRE INFORMATION PROGRAMS

Programs on fire prevention activities are available through the Colorado State Forest Service, Jefferson County Wildland Fire Committee, and local agencies, upon request.

Jefferson County Emergency Management responsibilities include the development of an annual public education plan for wildfire mitigation and prevention, and to coordinate these activities with the CSFS - Golden District.

5. RED FLAG WARNINGS

Red Flag warnings (and Fire Weather watches) issued by the National Weather Service Forecast Office will be communicated by the cooperating agencies as covered in Chapter 11, Section A, Number 1.

6. FIREWISE COMMUNITIES PROGRAM

The Colorado State Forest Service supports the Firewise Communities program, a voluntary, national educational effort to develop wildfire mitigation programs within local communities and subdivisions. CSFS will work through Jefferson County Emergency Management to coordinate education and organizational efforts about the Firewise Communities program with local communities and subdivisions. Communities are generally defined by CSFS as a distinct location having a local authority that can act on behalf of the community.

To become a Firewise Community/USA, a community must meet the following standards:

- sponsor a local Firewise task force
- maintain a plan that identifies local solutions to the wildland/urban interface fire issue
- invest \$2.00 annually per capita in local Firewise projects
- observe a Firewise Communities/USA day each spring, dedicated to a Firewise program
- submit an annual report to CSFS, documenting local achievements that meet these standards

7. COMMUNITY WILDFIRE PROTECTION PLANS (CWPPs)

CWPPs are authorized and defined in Title I of the Healthy Forests Restoration Act (HFRA) in 2003. These community-based plans are developed to discuss their mutual concerns for public safety, community sustainability, and natural resources as related to wildfires. These plans offer a positive, solution-oriented environment to address challenges such as local firefighting capabilities, the need for defensible space around homes and subdivisions, and where and how to prioritize land management (especially fuels reduction) – on both federal and non-federal lands. In Colorado, the Colorado State Forest Service (CSFS) is responsible for ensuring that each CWPP meets specified standards, such as treating high-priority areas to reduce hazardous fuels and establishing a more resilient forest. CSFS works with the Jefferson County Sheriff's Office - Emergency Management Section and local fire departments to develop and revise CWPPs for Jefferson County.

As of January 1, 2012, CWPPs are in place for the entire area of Jefferson County and can provide direction to fire cooperators and communities on improving Wildland fire response, preparedness, and fire hazard reduction measures. The following CWPPs have been developed and can be accessed through the Jefferson County Sheriff's Office:

- Jefferson County (all unincorporated areas)
- Coal Creek Canyon Fire Protection District
- Elk Creek Fire Protection District
- Evergreen Fire Protection District
- Fairmount Fire Protection District
- Foothills Fire Protection District
- Genesee Fire Protection District

- City of Golden (Fire Department)
- Golden Gate Fire Protection District
- Indian Hills Fire Protection District
- Inter-Canyon Fire Protection District
- North Fork Fire Protection District
- West Metro Fire Protection District

Implementation of completed CWPPs is ongoing, including the creation and maintenance of defensible space around homes and the reduction of hazardous fuels near communities through a variety of collaborative efforts and funding sources. CWPPs can provide specific information useful for preparation of grant applications as well as for project planning.

C. Engineering

1. LAND USE PLANNING (URBAN WILDLAND INTERFACE)

Jefferson County requires that a wildfire hazard review be conducted by CSFS and the fire protection district on all proposed subdivisions. Implementation of recommended wildfire hazard mitigation procedures is determined by the County Commissioners prior to subdivision approval.

2. DEFENSIBLE SPACE AND FUELS TREATMENT

Jefferson County passed regulations effective as of January 1, 1996 that require defensible spaces be developed for new construction and additions greater than 400 square feet in size within the wildland zone (greater than 6400'). CSFS-Golden works with applicants for building permits to develop these defensible spaces.

Private landowners and other agencies also contract with CSFS to mark defensible spaces and fuelbreaks for wildfire mitigation, and for prescribed burning activities. USFS develops wildfire mitigation areas and fuels treatment according to National Forest Plans that direct the long-term (10 year) management of natural resources on these lands.

3. RAILROADS AND UTILITIES

The appropriate jurisdictional agencies (Jefferson County Sheriff's Office, local fire departments, and U.S. Forest Service) will coordinate their monitoring of any right-of-way maintenance activities conducted by railroads or utilities. All cooperators in Jefferson County will attempt to notify the affected jurisdictional agency prior to the start, and at the end, of any known maintenance activities. Each jurisdictional agency is responsible for issuing and monitoring any applicable permits to the railroads or utility companies according to all pertinent federal, state or county statutes and regulations.

4. COMMUNITY WILDFIRE PROTECTION PLANS (CWPPs)

As of January 1, 2012, CWPPs are in place for the entire area of Jefferson County and can provide direction to fire cooperators and communities on improving Wildland fire response, preparedness, and fire hazard reduction measures. The following CWPPs have been developed and can be accessed through the Jefferson County Sheriff's Office:

- Jefferson County (all unincorporated areas)
- Coal Creek Canyon Fire Protection District
- Elk Creek Fire Protection District

- Evergreen Fire Protection District
- Fairmount Fire Protection District
- Foothills Fire Protection District
- Genesee Fire Protection District
- City of Golden (Fire Department)
- Golden Gate Fire Protection District
- Indian Hills Fire Protection District
- Inter-Canyon Fire Protection District
- North Fork Fire Protection District
- West Metro Fire Protection District

Implementation of completed CWPPs is ongoing, including the creation and maintenance of defensible space around homes and the reduction of hazardous fuels near communities through a variety of collaborative efforts and funding sources. CWPPs can provide specific information useful for preparation of grant applications as well as for project planning.

D. Enforcement

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

It will be the responsibility of the agency upon whose land the fire originates to take law enforcement action. When initial attack is made by other than the jurisdictional agency, the assisting agency will immediately gather and preserve information and evidence pertaining to the cause of the fire for the jurisdictional agency.

1. ISSUING OPEN BURNING AND CAMPFIRE PERMITS

Each agency shall issue and control burning permits on lands within its responsibility and authority. When such permits are issued for lands within the protection boundary of a cooperator, the cooperator shall be informed of the time and location that the permit is issued for. Private landowners may obtain permits from local fire departments for open burning in Jefferson County.

2. RESTRICTIONS AND CLOSURES

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

Creation, implementation, and termination of fire restrictions will be covered as shown in the Operations Plan for Pueblo Interagency Dispatch Fire Restrictions as found in Exhibit J.

3. FIRE CAUSE INVESTIGATIONS

Investigation shall be made on all federal and non-federal fires to determine cause, responsible party, time of ignition, and all other pertinent information relating to the cause of the fire. Agreements may exist between the County Sheriff (or police authorities) and the jurisdictional agencies that apply to investigation and enforcement. Fire cause determination is needed for EFF incidents and required for FEMA incidents.

a. Fire Cause and Origin

Although an assisting agency may have a fire extinguished upon arrival of the jurisdictional agency's forces, the jurisdictional agency should discuss the fire with the assisting agency to aid in the investigation and take steps to:

- preserve the point of origin
- preserve all clues that may relate to the cause
- note all traffic leaving the area as they arrive, to include vehicle descriptions and license numbers

E. Incident Reports

The jurisdictional agency will prepare the statistical incident report. Information for this report will be provided by the initial attack agency if other than the jurisdictional agency. An incident report will accompany all reimbursement requests. The jurisdictional agency will make all incident reports available to the local CSFS District Office.

The Jefferson County Sheriff's Office dispatch center provides CSFS-Golden with incident report information, on a weekly basis, for fire activities dispatched through them. Other Fire Protection Districts who dispatch independently, and who have wildland responsibilities, will provide similar information to CSFS-Golden. Local fire departments will send copies of all wildland fire incident reports to CSFS-Golden on a regular schedule (monthly or quarterly). During periods of higher fire danger or actual fire activity, incident reports should be sent by fax or email to the CSFS Golden District Fire Duty Officer on a daily or weekly basis. This information can be used to verify the need to request the pre-positioning of aircraft and other resources closer to Jefferson County by the CSFS-Golden District FDO.

CHAPTER 12. FUEL MANAGEMENT AND PRESCRIBED FIRE CONSIDERATIONS

The USFS, BLM, USFWS, CSFS and all other land management agencies (and fire departments) agree to cooperate in the development and implementation of prescribed burning programs and projects. Agencies and fire departments conducting prescribed fire activities will report their prescribed fire activities to the Sheriff's office dispatch, Pueblo Interagency Dispatch Center, the fire protection district within which the fire is occurring, and to each other. In addition, the Sheriff will maintain a record of all controlled burning activities occurring on private lands. Each agency or department will be responsible for obtaining any burn permit necessary at the county, state, or federal levels for their individual burns. Fire departments should also inform the CSFS if they will be conducting prescribed burn activities.

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

If parties to this Agreement conduct a cooperative prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should it escape, shall be agreed upon and documented in the burn plan. Burn plans will be prepared according to **CSFS Form # 170 - Prescribed Burn Plan** (Exhibit K), or a cooperating agency's equivalent format.

A party to this agreement may take appropriate suppression action when lands under its protection are involved in, or threatened by, the escaped fire. Such suppression action may be taken on its own initiative or at the request of the responsible party. A party to this agreement may take appropriate suppression action, at the request of the responsible party, when lands under its protection jurisdiction are not involved in or threatened by the escaped fire.

CHAPTER 13. COST REIMBURSEMENTS

Suppression costs will be determined on an operational period basis utilizing the Incident Action Plan (IAP). Chapter 13, Sections A and B are included within the discussion of Wildfire Suppression (Chapter 13, Section E). Chapter 13, Sections C and D will be addressed by the cooperating agencies as needed.

- A. Non-Reimbursable Items**
- B. Reimbursable Items**
- C. Wildfire Prevention**
- D. Wildfire Readiness**

E. Wildfire Suppression

This section covers the following topics as they relate to Wildfire Suppression: Dispatching; Initial Attack; Mutual Aid; Reinforcements; Aviation; Cost-Share Plan; Out of Jurisdiction Assignments; Billing Procedures; and Resources Rates.

Fire Protection Districts have primary responsibility for controlling wildfires in their jurisdictions. The Jefferson County Sheriff has primary responsibility for coordination of all fire suppression efforts for wildfires occurring in the unincorporated area of the County outside the boundaries of the Fire Protection District, or wildfires that exceed the capabilities of the Fire Protection District on all state and private lands within Jefferson County. Federal agencies are ultimately responsible for fire control on their lands within Jefferson County. When wildfires exceed the capabilities of the County the Sheriff shall seek the assistance of the State by requesting assistance from the Colorado State Forest Service.

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.

When a wildfire exceeds the capability of the Fire Protection District to control or extinguish, the Fire Protection District may request to transfer the responsibility for coordination of fire suppression efforts for the wildfire to the Jefferson County Sheriff. The request to transfer responsibility for coordination of fire suppression efforts for a wildfire will be made in writing between a representative of the Fire Protection District and the Jefferson County Sheriff's Office (Exhibit E). The request will be accompanied by a complexity analysis form completed by the agency representatives (Exhibit D).

The County Sheriff, his designated officer, or other agencies may request local state and federal agencies help with the understanding that the requesting agency may have to pay for suppression costs incurred by those agencies. Where authority is transferred to the State the Sheriff and the State Forester shall enter into an agreement concerning the transfer of authority and responsibility for fire suppression and the retention of responsibilities under a unified command structure. The Sheriff will notify the Board of County Commissioners, or their designee, of such requests for assistance when it is anticipated that costs may be incurred.

Responsibility for wildland fire suppression on private and state lands within a fire protection district (FPD) is initially covered by the FPD. The Jefferson County Sheriff's Office is responsible for coordination of wildfire suppression efforts on private and state lands within the unincorporated area of the County outside the boundaries of the Fire Protection District, or wildfires that exceed the capabilities of the Fire Protection District on all state and private lands within Jefferson County. When wildfires exceed the capabilities of the County the Sheriff shall seek the assistance of the State by requesting assistance from the Colorado State Forest Service. Wildfire suppression costs will be determined according to mutual aid

agreements, formal transfer of command documents, cost-share agreements, or shall be covered as mutually agreed upon by the county and district involved.

For Wildland Urban Interface (WUI) fires involving structures, the distribution of costs should be commensurate with values protected. Structure protection costs should be borne whenever possible by the jurisdictional Agency, Department or Fire Protection District in which the structures are located – unless otherwise addressed in a cost-share agreement for the incident. Those Fire Departments and Fire Protection Districts which are supported by tax revenues should not expect reimbursement when performing structural protection duties on an incident within their jurisdictions.

1. DISPATCHING

Dispatch of resources will be handled by the jurisdictional agencies as covered in Chapter 9 (Wildfire Suppression Procedures).

2. INITIAL ATTACK

Any costs incurred by assisting agencies for initial attack during the Mutual Aid Period of a wildfire within Jefferson County, and which were requested by the jurisdictional agency, shall NOT be considered reimbursable - **unless otherwise covered by applicable mutual aid agreements or agreements made on an incident-specific basis. Initial attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved agencies.**

Any agency that provides a reasonable initial attack response in another agency's zone when the jurisdictional agency is unable to respond, may, at its discretion, request reimbursement from the jurisdictional agency - unless otherwise covered by applicable mutual aid agreements or agreements made on an incident-specific basis. **Initial attack response guidelines are shown in Chapter 9, Section F.**

a. Cross-Boundary Fires

When a wildfire occurs on lands of more than one agency and resource costs are incurred beyond that of local initial attack resources, one of the following options may be used to determine reimbursable costs to the agencies involved:

- **Each agency assumes its own costs as expended by it in the fire control effort.**
- **Division of fire costs based upon ownership and acreage percentages.**
- **Some other method mutually agreed upon by Agency Representatives. Such method will be agreed upon in writing as soon as possible after determining that multiple ownerships are involved. See Exhibit R – CSFS/Federal Agencies Cost-Share Principles, and Items to consider when negotiating a Cost-Share Agreement.**

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 Unit Administrator or their designee. The intent is to distribute the financial burden based on a method agreed upon by a representative from each affected jurisdiction. A cost share agreement should be negotiated as soon as practical. The Unified Command should draft the cost share agreement prior to fire close out.

b. Special Management Areas

Any costs incurred by assisting agencies for initial attack or the first operational period (approximately 12 hours) of a wildfire within Jefferson County, on lands owned by Denver Mountain Parks, Denver Water Board, and Jefferson County Open Space, may be considered reimbursable according to Chapter 7, Section E (Special Management Consideration Areas) Chapter 9, Section F (Initial Attack Dispatch Levels) and Exhibit S of this AOP - unless covered specifically in the Reimbursement Guidelines found in Exhibit S of this AOP or otherwise covered by applicable intergovernmental agreements or agreements made on an incident-specific basis. **Initial attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved agencies.**

Payment for reimbursable wildfire suppression costs on lands owned by Denver Mountain Parks, Denver Water Board, and Jefferson County Open Space require that CSFS be notified at the time of the fire by the jurisdictional agency. *Failure to notify CSFS will jeopardize the opportunity for reimbursement to the responding agencies.*

3. MUTUAL AID

Mutual Aid is defined in Chapter 5 of this AOP. Reimbursement for mutual aid activities between fire departments (and other agencies) in Jefferson County will be handled as covered by the "Intergovernmental Agreement for Mutual Aid Between Fire Departments" for Jefferson County (Attachment 5) or any successor agreements as signed by the parties.

4. REINFORCEMENTS

Reinforcements will be ordered and utilized as covered in Chapter 9 (Wildfire Suppression Procedures). Reimbursement for reinforcements, if applicable, will be handled according to the procedures listed below for Extended Attack.

a. Extended Attack

Any costs incurred by assisting agencies during extended attack (beyond the Mutual Aid Period) on a wildfire in Jefferson County, and which were requested by the jurisdictional agency, may be considered reimbursable - unless otherwise covered by applicable mutual aid agreements, agreements made on an incident-specific basis, or agreed participation that meets the minimum County commitment under EFF. **Extended attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved agencies.**

Cost share agreements shall be prepared when an incident burns across or threatens **Federal** jurisdictional boundaries. The intent is to distribute the financial burden based on a method agreed upon by a representative from each affected jurisdiction. A cost share agreement should be negotiated as soon as practical. All cost-share agreements will be subject to review or change over the duration of the incident. **See Exhibit R – CSFS/Federal Agencies Cost-Share Principles, and Items to consider when negotiating a Cost-Share Agreement.**

Any costs incurred by assisting agencies for extended attack or beyond the Mutual Aid Period of a wildfire within Jefferson County, on lands owned by Denver Mountain Parks, Denver Water Board, and Jefferson County Open Space, may be considered reimbursable according to Chapter 7, Section E (Special Management Consideration Areas) and Chapter 9, Section F (Initial Attack Dispatch Levels) - unless covered specifically in the Reimbursement Guidelines found in Exhibit S of this AOP or otherwise covered by

applicable intergovernmental agreements or agreements made on an incident-specific basis. **Extended attack activities are also subject to all existing mutual aid, reciprocal aid, and automatic aid agreements between the involved agencies.**

Payment for reimbursable wildfire suppression costs on lands owned by Denver Mountain Parks, Denver Water Board, and Jefferson County Open Space require that CSFS be notified at the time of the fire by the jurisdictional agency. ***Failure to notify CSFS will jeopardize the opportunity for reimbursement to the responding agencies.***

5. INTERAGENCY WILDLAND FIRE RESOURCES (Non-Aviation)

Interagency wildland fire resources may be ordered and utilized according to Chapter 9, Section G (Dispatching and Resource Order Procedures) of this AOP. Cost reimbursement for interagency wildland fire resources will be handled in one of the following manners:

- according to Chapter 9, Section G (Dispatching and Resource Order Process) of this AOP;
- for interagency handcrew use by local non-federal agencies, as specified in the Wildfire Emergency Response Fund (WERF) procedures established by the Colorado State Forest Service and shown as Attachment 4 of this AOP;
- as specified in any incident-specific cost-share agreements developed according to Chapter 13, Section E, Number 2, subsection a (Cross-Boundary Fires);
- as specified in any incident-specific cost-share agreements developed according to Emergency Fire Fund Contract Agreement between Jefferson County and Colorado State Forest Service, and shown in Attachment 3 of this AOP;
- as specified in any incident-specific cost-share agreements developed by an Incident Management Team, and approved by the jurisdictional agencies involved under a unified command; or
- as specified in the current Colorado Interagency Cooperative Fire Protection Agreement, and shown in Attachment 2 of this AOP.

In general, the agency ordering the interagency wildland fire resources will be responsible for paying for the costs of using these resources. Reimbursement to the ordering agency from other jurisdictional agencies will be handled by billing and/or transfer of funds between the agencies. Payments and requests for reimbursements between Jefferson County and the Federal agencies will occur through the Colorado State Forest Service, who will coordinate this process.

Jefferson County is required **to notify the CSFS-Golden FDO immediately upon ordering any interagency handcrews through PIDC, if they are requesting the support of the WERF for the resource's first use.** Without such notification, the use of interagency handcrews may obligate county funds under the current Agreement for Cooperative Wildfire Protection in Jefferson Creek County (Attachment 1 of this AOP). Jefferson County Sheriff's Office will notify the CSFS-Golden FDO, as soon as possible, whenever the county orders interagency wildland fire resources.

6. AVIATION

Aviation resources will be ordered and utilized according to Chapter 10 (Aviation Procedures) of this AOP. Cost reimbursement for aviation resources will be handled in one of the following manners:

- according to Chapter 10 (Aviation Procedures) of this AOP;
- as specified in the Wildfire Emergency Response Fund (WERF) procedures established by the Colorado State Forest Service and shown as Attachment 4 of this AOP;
- as specified in any incident-specific cost-share agreements developed according to Chapter 13, Section E, Number 2, subsection a (Cross-Boundary Fires);
- as specified in any incident-specific cost-share agreements developed according to Emergency Fire Fund Contract Agreement between Jefferson County and Colorado State Forest Service, and shown in Attachment 3 of this AOP;
- as specified in any incident-specific cost-share agreements developed by an Incident Management Team, and approved by the jurisdictional agencies involved under a unified command; or
- as specified in the current Colorado Interagency Cooperative Fire Protection Agreement, and shown in Attachment 2 of this AOP.

In general, the agency ordering the aviation resources will be responsible for paying for the costs of using these resources. Reimbursement to the ordering agency from other jurisdictional agencies will be handled by billing and/or transfer of funds between the agencies. Payments and requests for reimbursements between Jefferson County and the Federal agencies will occur through the Colorado State Forest Service, who will coordinate this process.

Jefferson County is required **to notify the CSFS-Golden FDO immediately upon ordering any aviation resources through PIDC, if they are requesting the support of the WERF for the resource's first use.** Without such notification, any aerial resource use may obligate county funds under the current Agreement for Cooperative Wildfire Protection in Jefferson Creek County (Attachment 1 of this AOP). Jefferson County Sheriff's Office will notify the CSFS-Golden FDO, as soon as possible, whenever the county orders aircraft assistance.

7. COST-SHARE PLAN

EFF Fires – When a fire is accepted by the State as an EFF incident, the Cost Share Principles agreed to by State and federal agencies will apply (and are located in Exhibit R of this AOP).

Non-EFF Fires - When a wildfire occurs on lands of more than one agency and costs are incurred in addition to the initial attack, reimbursement will be made according to a cost-share plan following the guidelines in Chapter 13, Section E, Number 2, subsection a (Cross-Boundary Fires).

8. OUT-OF-JURISDICTION ASSIGNMENTS

Equipment and personnel will not be dispatched outside of Jefferson County without prior agreement as to compensation, such as a Cooperative Resource Rate Form (CRRF) with the Colorado State Forest Service. Ordering and utilization of local resources for out-of-jurisdiction assignments will follow procedures in Chapter 9, Section Q (Out-of-Jurisdiction Assignments). Reimbursement will follow procedures in Chapter 13, Section E, Number 10.

9. BILLING & REIMBURSEMENT PROCEDURES

Payment for all costs on reimbursable fires either to or by the county, fire protection districts, or volunteer fire departments, shall be coordinated through the CSFS Golden District Office. This especially applies to fires that go beyond the first burning period before being declared contained or controlled.

a. Out-of-Jurisdiction Assignments

All reimbursement requests for fire costs that go through CSFS will have invoices sent to the CSFS State Office – Fire Division **within 30 days after incident resources are released**. The CSFS State Office will attempt to make payment as soon as possible after receiving the invoice. Invoices are required to have proper documentation supporting expenses before the process for payment can be completed. **Contact the CSFS-Golden District for the most current information concerning formats and documentation requirements for reimbursement requests.**

b. Special Management Areas

All reimbursement requests for fire costs that go through CSFS will have documentation sent to the CSFS Golden District Office **within 30 days after incident resources are released**. CSFS-Golden will recommend reimbursement payment from the land agency to the responding agencies, according to Chapter 7, Section E (Special Management Consideration Areas) and Chapter 9, Section F (Initial Attack Dispatch Levels) – unless covered specifically in the Reimbursement Guidelines found in Exhibit S of this AOP or otherwise covered by applicable intergovernmental agreements or agreements made on an incident-specific basis.

Payment for reimbursable wildfire suppression costs on lands owned by Denver (Denver Mountain Parks or Denver Water Board) or the Jefferson County Open Space require that CSFS be notified at the time of the fire by the jurisdictional agency. ***Failure to notify CSFS will jeopardize the opportunity for reimbursement to the responding agencies.***

10. RESOURCE USE RATES

Resource rates for Jefferson County cooperators will be developed and documented on the Cooperative Resource Rates Form (CRRF). Procedures specific to the CRRF are shown in Chapter 13, Section E, Number 11 below. The following sections refer to resource rates not covered specifically within the CRRFs.

a. Personnel

The salary and wages of regular local, state, and federal fire personnel shall be at the actual cost to the assisting agency for work time from the time of departure until return to official station, including overtime. It is suggested that **USDA/USDI Fire Time Sheets, Optional Form 288**, as revised, be used for reimbursement. (Special instructions for use

of this form on non-Federal wildfires may exist. Check with the Time-Keeping Officer at the incident.)

b. Equipment

Unless other arrangements have been previously made (current Cooperative Resource Rate Forms), the assisting agency will be reimbursed by the jurisdictional agency for the use of agency-owned equipment at the current state or federal rates, or at the current contractor rate as shown in the Interagency Incident Business Management Handbook. Such rates shall cover operation, repair, and depreciation. Reimbursement for hired equipment shall be at the actual cost of the equipment hired for the fire by the assisting agency. Approval for the use of heavy equipment, such as dozers, must be obtained from the jurisdictional agency. Reimbursement documentation should be completed on **USDA/USDI Emergency Equipment Use Invoice, Optional Form 286**, as revised.

c. Supplies and Material

The jurisdictional agency will reimburse the assisting agency for the actual costs of supplies and materials used for the fire effort.

Any damages incurred on the incident must be documented on **Form SF 95; Claims for Damage, Injury Or Death**, as revised, or a similar format. Claims for damages must be submitted at the time of the incident to the jurisdictional agency (or through the Incident Management Team - Finance Section).

d. Reimbursement Verification

All reimbursements need approval by the billing agency representative before submission. Each billing should have the incident name, date, and location noted. All requests for reimbursement should be accompanied by the agency incident report and submitted within 30 days following the incident. **Contact the CSFS-Golden District for the most current information concerning formats and documentation requirements for reimbursement requests.**

e. Payment for CSFS State Agreement Vehicles

Payment for Colorado State Forest Service State Agreement Vehicles on loan to fire protection districts or assigned to the local CSFS District, and which are used on federal or other reimbursable wildfires, **must** be made to Colorado State Forest Service.

These vehicles will be reimbursed at the rates established annually by CSFS.

State Agreement vehicles located within the CSFS Golden District and which may be used on fires in Jefferson County are shown in Exhibit E.

11. COOPERATIVE RESOURCE RATES FORM (CRRF)

The Cooperative Resource Rate Form (CRRF) is not a stand-alone document. It is an attachment to this Annual Operating Plan, and documents Cooperator resource costs and conditions, should use of these resources by another agency become necessary. When the CRRF form is used, local fire agencies are considered a Cooperator by agreement, and not a contractor. As an attachment to this Annual Operating Plan, linkage is provided through agreements with CSFS to the current COLORADO INTERAGENCY COOPERATIVE FIRE PROTECTION AGREEMENT (Attachment 2 of this AOP).

Use rates for VFD, FPD, county, and municipal fire departments are pre-determined on the CRRF forms. **Rates must be approved by CSFS prior to reimbursable use of these resources.** Contact the CSFS-Golden District for the most current information concerning development and documentation of appropriate rates for cooperator resources. Included in Exhibit O of the Jefferson County AOP are guidelines for completing the CRRF and additional information about reimbursement documentation and requests.

CSFS-Golden District will receive and review all CRRF's for local cooperator resources. **If the CRRFs are approved by CSFS-Fire Division, the CRRFs will become part of the county AOP for the period shown on the forms.** If the CRRFs are not approved by CSFS-Fire Division, the forms will be returned to the cooperator along with an explanation on why the rates were deemed unacceptable.

CSFS-Golden District will forward copies of all approved CRRFs for Jefferson County resources to the Jefferson County Sheriff's Office and Interagency Dispatch Centers. Copies of approved CRRFs forms will be included in the applicable county AOPs (Exhibit O of the Jefferson County AOP). CRRFs submitted to CSFS, after the county AOP has been approved, will be distributed to the participating agencies as other updates to the AOPs are prepared according to Chapter 14, Section C, or on a monthly basis as appropriate.

CHAPTER 14. GENERAL PROCEDURES

A. Periodic Program Reviews

Federal agencies, CSFS and Jefferson County review fire programs annually. Changes that affect interagency cooperation through this plan will be brought to the attention of all participants as they are made.

B. Annual Updating of the Plan

This operating plan must be reviewed annually. If no changes are made, a statement letter with signatures of all parties to this AOP will be distributed. It is the intent of the parties to this AOP to conduct the review on or before April 1st by participating agency representatives. The Colorado State Forest Service (CSFS) Golden District Forester will be responsible for setting date, time and location of these meetings. The CSFS-Golden District will also be responsible for providing letter updates to the primary participants.

The Jefferson County Sheriff's Office and CSFS-Golden District will jointly develop the AOP. The Jefferson County Sheriff's Office will be responsible for preparing copies of the Annual Operating Plan for distribution. The CSFS-Golden District will be responsible for distributing copies of the AOP to the USFS, BLM, USFWS, Interagency Dispatch Centers and CSFS. The Jefferson County Sheriff's Office will distribute copies of the AOP to county fire agencies and cooperators.

This plan becomes effective on the date signed by the last agency and shall remain in effect until terminated in writing by the parties involved, or until this plan expires as described under Plan Approval (Section 1).

C. Changes During Year (due to budget cuts or supplemental funding)

In the event that any participant of this plan has a policy or other change that affects any part of this plan, those changes will be brought to the attention of the CSFS-Golden District. CSFS will then distribute proposed changes to the plan to all other participants for their review and approval.

Exhibits that are updated throughout the year will be copied and distributed by the Jefferson County Sheriff's Office and CSFS-Golden District to all parties that maintain a copy of the AOP.

D. Resolution of Disputes Procedure

Any and all disputes will be resolved by a meeting of all cooperating agency representatives signatory to this agreement. When a dispute is determined to exist, the CSFS-Golden District will call a meeting of all parties to resolve the problem.

CHAPTER 15. DIRECTORY OF PERSONNEL AND/OR AUTHORIZED AGENCY REPRESENTATIVES – CSFS-GOLDEN DISTRICT AREA

A. Bureau of Land Management

CANON CITY DISTRICT: 719-269-8500 FIRE 719-269-8552 FAX 719-269-8596
STATE OFFICE: 303-239-3689; Ken Kerr, State FMO

B. Colorado State Forest Service

GOLDEN DISTRICT: OFFICE # 303-279-9757
GOLDEN DISTRICT FIRE #: 303-279-2011
GOLDEN DISTRICT FAX #: 303-278-3899
FIRE DUTY OFFICER PAGER NUMBER: 303-855-0119 (DURING FIRE SEASON)
Alternate (all district staff) Pager Number: 303-855-0118 (IF NO ANSWER FOR 855-0119)

<u>NAME</u>	<u>TITLE</u>	<u>OFFICE</u>	<u>CELL</u>
ALLEN GALLAMORE	DISTRICT FORESTER	303-279-2011 x302	303-489-8060
KIRK WILL	ASST DIST FORESTER	303-279-2011 x310	303-489-3597
LAWTON GRINTER	FORESTER	303-279-2011 x305	303-915-4039
COLLIN WASSINNK	FORESTER	303-279-2011 x307	303-946-1307
TRAVIS GRIFFIN	FORESTER	303-279-2011 x304	303-489-3595
KEVIN MICHALAK	ENGINE BOSS	303-279-2011 x309	720-838-6828
NORTH AREA OFFICE			
VAUGHN JONES	NORTH AREA FMO	303-239-3851	303-909-5735
DAVE FARMER	NORTH AREA FORESTER	970-491-8064	970-217-6479
CSFS STATE OFFICE FDO: 1-970-222-2748 cell/pager			

C. USDA Forest Service

FORT COLLINS INTERAGENCY DISPATCH CENTER: 1-970-295-6800
1-970-490-5291 (pager) FAX 970-295-6801

PUEBLO INTERAGENCY DISPATCH CENTER: 1-719-553-1600 **ALT:** 1-719-549-0540
FAX (719)-553-1616

ARAPAHO-ROOSEVELT NATIONAL FOREST 970-295-6600
GEOFF BELL, FIRE MGMT OFFICER 970-295-6631; 970-217-9814 (cell)
OPEN, ASSISTANT FIRE MGMT OFFICER, 970-295-6639
CLEAR CREEK RANGER DISTRICT: 303-567-3000; 303-567-3021 FAX
WILL BRIGGS 303-541-2520 office, 303-461-9393 (pager), 303-441-3851 x 5961 (pager), 303-956-2465 (cell)
DAVE BUCHANAN 303-441-3851 # 5962 (Pager), 303-266-6741 (pager) 303-506-7659 (cell) 303-258-9193 (Nederland Work Center)
BOULDER RANGER DISTRICT: 303-541-2500; 303-541-2515 FAX
WILL BRIGGS 303-541-2520 office, 303-461-9393 (pager), 303-441-3851 x 5961 (pager), 303-956-2465 (cell)
DAVE BUCHANAN 303-441-3851 # 5962 (Pager), 303-266-6741 (pager) 303-506-7659 (cell) 303-258-9193 (Nederland Work Center)

PIKE-SAN ISABEL NATIONAL FOREST 1-719-553-1400 (o)
JEFF VANIS, FIRE MGMT OFFICER 1-719-553-1630 (o)

SOUTH PLATTE RANGER DISTRICT: 303-275-5610 / FAX 303-275-5642
ALISSA ROEDER 303-275-5632 (o) / 303-601-6439 (c)

DANNY ESCOBEDO, 303-275-5360 (office); 303-588-7674 (cell)
KRIS HEINY 303-275-5636 (office)
DAVE MOBLEY 303-838-5633 (Buffalo Creek Work Center)

- D.** **Bureau of Indian Affairs** - No lands in Clear Creek or Jefferson Counties.
E. **National Park Service** - No lands in Clear Creek or Jefferson Counties.
F. **Fish and Wildlife Service** - No lands in Clear Creek County. For Jefferson County:
Bill Waln, Fire Management Officer , Mid-Plains Fire Management District, 620-486-2393, 620-727-3466 (c)

G. **County:**

1. BOARD OF COUNTY COMMISSIONERS - Jefferson County 303-271-8525

2. SHERIFF'S DEPARTMENTS:

BOULDER COUNTY 303-441-3374
CLEAR CREEK COUNTY 303-679-2393; 303-679-2394
Special Services Division – Rick Albers 303-679-2380; 303-435-3295 (c); 303-266-8533 (p)
CCC Emergency Mgmt – Kathleen Krebs 303-679-2320; 303-601-9060(c); 303-208-3080 (p)
DOUGLAS COUNTY 303-660-7500
GILPIN COUNTY 303-582-5500; 582-5511
JEFFERSON COUNTY 303-277-0211
Critical Incident Response Director
Mark Gutke 303-271-5302; 303-435-3470 cell
Emergency Management Director
Tim McSherry 303-271-4901; 303-435-3377 cell
Fire Management Officer
Rocco Snart 303-271-4902; 303-994-9728 cell
PARK COUNTY 719-836-4123, -4121, -4122 (Fairplay Dispatch)
303-838-4357 (Platte Canyon area Dispatch#)
3. COUNTY AGENCIES:
DENVER WATER BOARD 303-628-6390 (Dispatch); Kevin Keefe 303-994-0177
(c) 303-855-1117 (pgr), 303-628-6355 (o); also contact county sheriff
DENVER MOUNTAIN PARKS 303-697-4545; also contact county sheriff
JEFFERSON COUNTY OPEN SPACE 303-271-5925; 303-277-0211 (Sheriff's Office)

H. **Wildland Fire Departments (adjacent jurisdictions and dispatch centers)**

CLEAR CREEK FIRE AUTHORITY
Business Office 303-567-4342 Chief Kelly Babeon 303-207-3974 pgr, 303-994-7806 cell
ALL FIRE DEPARTMENTS
Clear Creek Dispatch 303-679-2393 or 303-679-2394
EVERGREEN FIRE DEPARTMENT
Dispatch 303-674-2323, Emergency 303-674-3411, Business Office 303-674-3145
PLATTE CANYON FPD
Emergency 303-838-4357 Park Co SO Dispatch
Department Fire Base 303-838-4625 Business Office 303-838-5853
WEST METRO FIRE
Dispatch 303-969-0245; Business Office 303-989-4307
DENVER FIRE DEPARTMENT
720-913-2400 or 720-913-3472

COOPERATIVE FIRE PROTECTION AGREEMENT

Between the

**UNITED STATES FISH AND WILDLIFE SERVICE,
ROCKY FLATS NATIONAL WILDLIFE REFUGE**

And the

ROCKY MOUNTAIN FIRE DISTRICT

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the U.S. Fish and Wildlife Service, Rocky Flats National Wildlife Refuge, hereinafter referred to as the SERVICE and the Rocky Mountain Fire District hereinafter referred to as the DISTRICT under the authority and provisions of the Reciprocal Fire Protection Act of May 27, 1955 (42 U.S.C. 1856a), as amended by the Wildfire Suppression Assistance Act of 1989 (102 Stat. 1615), the National Wildlife Refuge System Administration Act of 1966, as amended by the National Wildlife Refuge System Improvement Act of 1997 and the Refuge Recreation Act of 1962 (80 Stat. 927)(16 U.S.C. §§ 668dd to 668ee)(16 U.S.C. §§ 460k to k-4), and Departmental Manual, 620 DM 1-3. Colorado Cooperative Fire Management Agreement among the Bureau of Land Management Colorado; National Park Service Intermountain Region; Bureau of Indian Affairs, Southwest Region; Fish and Wildlife Service Mountain Prairie Region (FWS#: 14-48-60139-K001); Bureau of Reclamation Great Plains Region and Upper Colorado Region; U.S. Forest Service, Rocky Mountain Region; and The Board of Governors of the Colorado State University System.

I. PURPOSE

The purpose of this Agreement is to provide a mechanism to allow timely detection and suppression of wildland fires within the Rocky Flats National Wildlife Refuge (NWR).

This Agreement provides reimbursement to Rocky Mountain Fire District (DISTRICT) for wildland fire suppression activities within Rocky Flats NWR.

This Agreement provides for cooperation only in wildland fire management activities.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The SERVICE has the responsibility for prevention, protection and suppression of wildland fires on Rocky Flats NWR lands. Due to limited staff and absence of personnel physically stationed at the Rocky Flats NWR the Service cannot meet this service in a timely manner should a fire start on these lands. Several subdivisions surround the refuge and are at risk as well as the natural resources at the refuge should a wildland fire start.

The DISTRICT is an all-risk fire department serving urban and suburban areas in Jefferson County and unincorporated areas of Boulder County. The DISTRICT is currently contracted to provide fire protection to the National Renewable Energy Laboratory which borders the refuge on the northwest corner and is contracted through S.M. Stoller Corporation to provide firefighting, rescue, HAZMAT and Advance Life Support response to Section 2A within Rocky Flats NWR. Due to large plutonium concentrations left from weapons production in Section 2A, the S.M. Stoller Corporation has contracted with the Department of Energy to provide monitoring and oversight on this section. Therefore, it is mutually advantageous to have the DISTRICT which is already providing services to

areas within and adjacent to the refuge provide detection and suppression of wildland fires within the Rocky Flats NWR.

III. THE FIRE DISTRICT SHALL:

1. Provide its fire-fighting personnel, wildland fire suppression equipment and an Incident Commander as available and reasonably needed. DISTRICT personnel must meet NWCG 310-1 standards and have a current Incident Qualification Card (redcard).
2. At the discretion of the Fire Chief respond and report all wildland fires that are within or that pose a threat to the SERVICE land boundaries identified as Rocky Flats NWR.
3. Agree to stay with all wildland fires until extinguished, or until released from duty by a SERVICE Incident Commander, or until called to another emergency in the DISTRICT's designated protection area.

IV. THE SERVICE SHALL:

1. For each wildland fire call to Rocky Flats NWR lands made under the conditions described in Article III above, compensate the DISTRICT at the rates established and currently in effect, which can be found in the Colorado Cooperative Resource Rate Form, these rates are established for the purposes of another agreement but will also be used for these purposes. (See Attachment 1; successive annual updates may also apply);
2. Assume the role of "Incident Commander" on any fire within the boundaries of Rocky Flats NWR, once qualified SERVICE firefighting personnel are on the scene.

V. GENERAL PROVISIONS

1. **ANNUAL OPERATING PLANS.** The parties will meet annually, prior to the initiation of fire season to prepare an Annual Operating Plan (AOP). This AOP will include protection area maps for all parties, current rates for use of DISTRICT equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This AOP shall become attached to and a part of this Agreement.
2. **PROTECTING PARTY.** The party responsible for providing direct fire protection in a given area pursuant to this Agreement.
3. **JURISDICTIONAL PARTY.** The party which has overall land and resource management and/or protection responsibility as provided by law.
4. **NOTIFICATIONS.** The PROTECTING party will promptly notify the JURISDICTIONAL party of fires burning on or threatening lands for which that party has jurisdictional responsibility. When taking action, the PROTECTING party will, as soon as possible, notify the JURISDICTIONAL party in accordance with the AOP, detailing what equipment and personnel have been dispatched to the incident location.
5. **COMMUNICATON SYSTEMS.** The Parties agree to share the use of communication systems, radios and radio frequencies for the execution of this Agreement. Sharing of frequencies must be approved only by authorized personnel for each Party and documented in the AOP.
6. **DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE.** Parties will attempt to protect point of origin of the fire and evidence pertaining to the fire cause.

7. TRAINING. Each party will advise the other of applicable cross training opportunities for personnel.
8. BILLING PROCEDURES. The PROTECTING party will bill the JURISDICTIONAL party for actual costs incurred for action taken provided and identified as reimbursable. Reimbursable costs include all costs associated with the direct fire operations and incident support ordered by or for the incident.

PROTECTING party shall submit a bill no later than one (1) year from date of the incident. Bills will be identified by fire name, location, incident number and will include only applicable costs described in this agreement.

Adequate documentation is defined as: Complete equipment use shift tickets (OF-297) signed by a USFWS representative and a representative of the DISTRICT. Additionally fill out the attached form found in Attachment II. Send supporting documents to the following billing address:

Rocky Mountain Arsenal NWR
ATTN: Project Leader
6550 Havana St., Bldg. 121
Commerce City, CO 80022-1748

Phone: (303) 289-0350

All bills will have a payment due date 30 days after date of issuance.

9. FIRE PREVENTION. Parties agree to cooperate on fire protection and rural fire safety presentations and demonstrations. Responsibilities and materials for fire prevention activities will be shared as agreed to in Annual Operating Plans.
10. NONDISCRIMINATION. The DISTRICT shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, 2000e-16), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; and Section 504 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of disabilities. The nondiscrimination statement which follows shall be posted in primary and secondary recipient/cooperator offices, at the public service delivery contact point and included, in full, on all materials regarding such recipients'/cooperators' programs that are produced by the recipients/cooperators for public information, public education, or public distribution:

"In accordance with Federal law this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"
11. FIRE RESTRICTIONS AND CLOSURES. Parties will coordinate restrictions and closures.
12. PRESCRIBED FIRE AND FUELS MANAGEMENT. The JURISDICTIONAL party will inform all parties of prescribed fires it is managing. Support during a prescribed burn is not covered under this Agreement.

13. EMPLOYMENT POLICY. Employees of the parties of this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of incident location, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
14. WAIVER OF CLAIMS. The Rocky Mountain Fire District and United States Fish and Wildlife Service hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this agreement. Tortious liability of the Federal Government will be governed by the Federal Tort Claims Act (28 U.S.C. §§ 2761 et seq.) while the liability of the Fire DISTRICT will be governed by applicable federal and state laws.
15. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

USFWS Project Contact

Project Leader
 Rocky Mountain Arsenal NWR
 6550 Havana St., Bldg 121
 Commerce City, CO 80022-1748

Phone: (303) 289-0350
 FAX: (303) 289-0579
 E-Mail: To Be Determined

Rocky Mountain Fire District Project Contact

Pam Kaan
 Rocky Mountain Fire District
 7700 Baseline Road
 Boulder, CO 80303-4708

Phone: (303) 494-3735
 FAX: (303) 499-8973
 E-Mail: pkaan@rockymountainfire.org

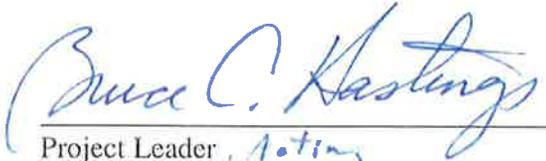
16. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The SERVICE is not obligated to fund any changes not properly approved in advance.
17. CIVIL RIGHTS. The parties shall comply with all State of Colorado and Federal statutes relating to nondiscrimination.
18. COMMENCEMENT/EXPIRATION DATE. This instrument is effective as of the date of last signature and is effective through 12/01/2016 at which time it will expire unless extended.
19. EXTENSION OF PERFORMANCE PERIOD. The SERVICE, by written modification may extend the performance period of this instrument for a total duration not to exceed 5 years from its original effective date.
20. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator and are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date written below.



Fire Chief
Rocky Mountain Fire District

12-1-12
DATE:



Project Leader, *Noting*
Rocky Mountain Arsenal NWR
US Fish and Wildlife Service

12-01-12
DATE:

Wildland Fire Management Plan for the Rocky Flats, Colorado, Site

April 2012



U.S. DEPARTMENT OF
ENERGY

Legacy
Management

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LMS/RFS/S04638-4.0

**U.S. Department of Energy
Office of Legacy Management**

**Wildland Fire Management Plan
for the Rocky Flats, Colorado, Site**

April 2012

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Appendix A Rocky Mountain Fire District Fire Protection Scope of Work	
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Abbreviations

AEA	Atomic Energy Act
CAD/ROD	Corrective Action Decision/Record of Decision
CDPHE	Colorado Department of Public Health and Environment
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 USC 9601, <i>et seq.</i>)
COU	Central Operable Unit
DOE	U.S. Department of Energy
EMS	Environmental Management System
EPA	U.S. Environmental Protection Agency
ISMS	Integrated Safety Management System
JSA	Job Safety Analysis
LM	Office of Legacy Management
NFPA	National Fire Protection Association
PBA	Programmatic Biological Assessment
POU	Peripheral Operable Unit
RCRA	Resource Conservation and Recovery Act (42 USC 6901, <i>et seq.</i>)
RFCA	Rocky Flats Cleanup Agreement
RFLMA	Rocky Flats Legacy Management Agreement
RFNWR	Rocky Flats National Wildlife Refuge
RFSOG	<i>Rocky Flats Site Operations Guide</i>
USFWS	U.S. Fish and Wildlife Service

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Executive Summary

The U.S. Department of Energy's (DOE's) Rocky Flats Site is northwest of Denver, Colorado. The DOE Office of Legacy Management (LM) is responsible for management, monitoring, and maintenance activities at the site. This Wildland Fire Management Plan presents LM's approach to dealing with natural fires, human-caused accidental fires, and prescribed fires in the Central Operable Unit (COU) at the site. (Fires occurring within the surrounding Rocky Flats National Wildlife Refuge are the responsibility of the U.S. Fish and Wildlife Service. Fires occurring within the permitted mining claims are the responsibility of the permit operator.) This document describes current conditions at the COU, measures taken to prevent fires from occurring, and the fire suppression contract currently in place with a local fire district.

This Wildland Fire Management Plan is intended to implement DOE Order 450.1, *Environmental Protection Program*, requirements to consider protection of resources from wildland and operational fires. This includes consideration of the February 24, 2003, memorandum titled *Department of Energy (DOE) Wildfire Management Policy* (SM 2003) and DOE Order 420.1A, *Facility Safety*.

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1.0 Introduction and Purpose

1.1 Plan Purpose

This Wildland Fire Management Plan describes the current fire environment at the Central Operable Unit (COU) and the fire prevention and mitigation approach. The site currently contracts with a local fire district for firefighting and related activities. This agreement is described, along with other informal agreements in place for additional firefighting assistance.

U.S. Department of Energy (DOE) Order 450.1, *Environmental Protection Program*, requires all DOE elements to incorporate an Environmental Management System (EMS) approach into their Integrated Safety Management System (ISMS) (DOE Policy 450.0). DOE Order 450.1 defines an EMS as a continuing cycle of planning, implementing, evaluating, and improving processes and actions undertaken to achieve environmental goals. The Order also mandates the inclusion of policies, procedures, and training to identify EMS activities with significant environmental impacts, as well as methods for managing, controlling, and mitigating the impacts of these activities.

The Order specifically states that the protection of resources from wildland and operational fires should be considered (DOE Order 450.1 § b[1][e]). In addition, a February 24, 2003, memorandum, *Department of Energy (DOE) Wildfire Management Policy*, from the Secretary of Energy to the Undersecretary for Energy, Science, and Environment and the Administrator of the National Nuclear Security Administration, directed each Program Secretarial Officer to ensure that sites have wildland fire management plans in place that are consistent with the *2001 Federal Wildland Fire Management Policy and Implementing Actions* (BLM 2001).

In addition, DOE Order 420.1A, *Facility Safety*, requires compliance with the Codes and Standards of the National Fire Protection Association (NFPA), including NFPA Standard 1143, *Wildland Fire Management* (NFPA 2009) and NFPA Standard 1144, *Protection of Life and Property from Wildfire* (NFPA 2009). This document was developed using the guidance provided in the *Implementation Guide: Wildland Fire Management Program for Use with DOE 450.1, Environmental Protection Program* (DOE 2004).

1.2 Site Description

DOE's Rocky Flats Site (Rocky Flats), approximately 16 miles northwest of Denver, Colorado, was listed on the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) National Priorities List in 1989. Figure 1 provides the site location. The DOE Office of Legacy Management (LM) is responsible for implementing the final response action selected in the *Final Corrective Action Decision/Record of Decision* (CAD/ROD) (EPA, DOE, and CDPHE 2006) issued September 29, 2006, for Rocky Flats. Prior to the CAD/ROD, cleanup and closure activities were completed in accordance with the requirements of the *Rocky Flats Cleanup Agreement* (RFCA) (CDPHE et al. 1996).

Under the CAD/ROD, two Operable Units were established within the boundaries of the Rocky Flats property: the Peripheral Operable Unit (POU) and the COU (Figure 2). The COU consolidates areas of the site that require additional remedial or corrective actions, while also allowing the practicalities of future land management to be considered. The POU includes the

remaining, generally unimpacted portions of the site and surrounds the COU. The response action in the Final CAD/ROD is no action for the POU and institutional and physical controls with continued monitoring for the COU.

On July 12, 2007, most of the property outside the COU was transferred to the U.S. Department of the Interior for establishment of the Rocky Flats National Wildlife Refuge (RFNWR) managed by the U.S. Fish and Wildlife Service (USFWS). The U.S. Environmental Protection Agency (EPA) certified that cleanup and closure of Rocky Flats was complete and the COU remedy was operating properly and successfully, in accordance with requirements for DOE to transfer land not required for remedy implementation to USFWS for establishing RFNWR. DOE retained jurisdiction over the active permitted mining claims on the west edge of the POU; however, operations in these areas are the responsibilities of the permit operators. DOE retained the COU and is responsible for implementing the CAD/ROD final response action and ensuring that the COU remains protective of human health and the environment. The monitoring, surveillance, and maintenance activities for which quarterly, annual, and 5-year review reports are issued are included in the *Rocky Flats Legacy Management Agreement* (RFLMA).

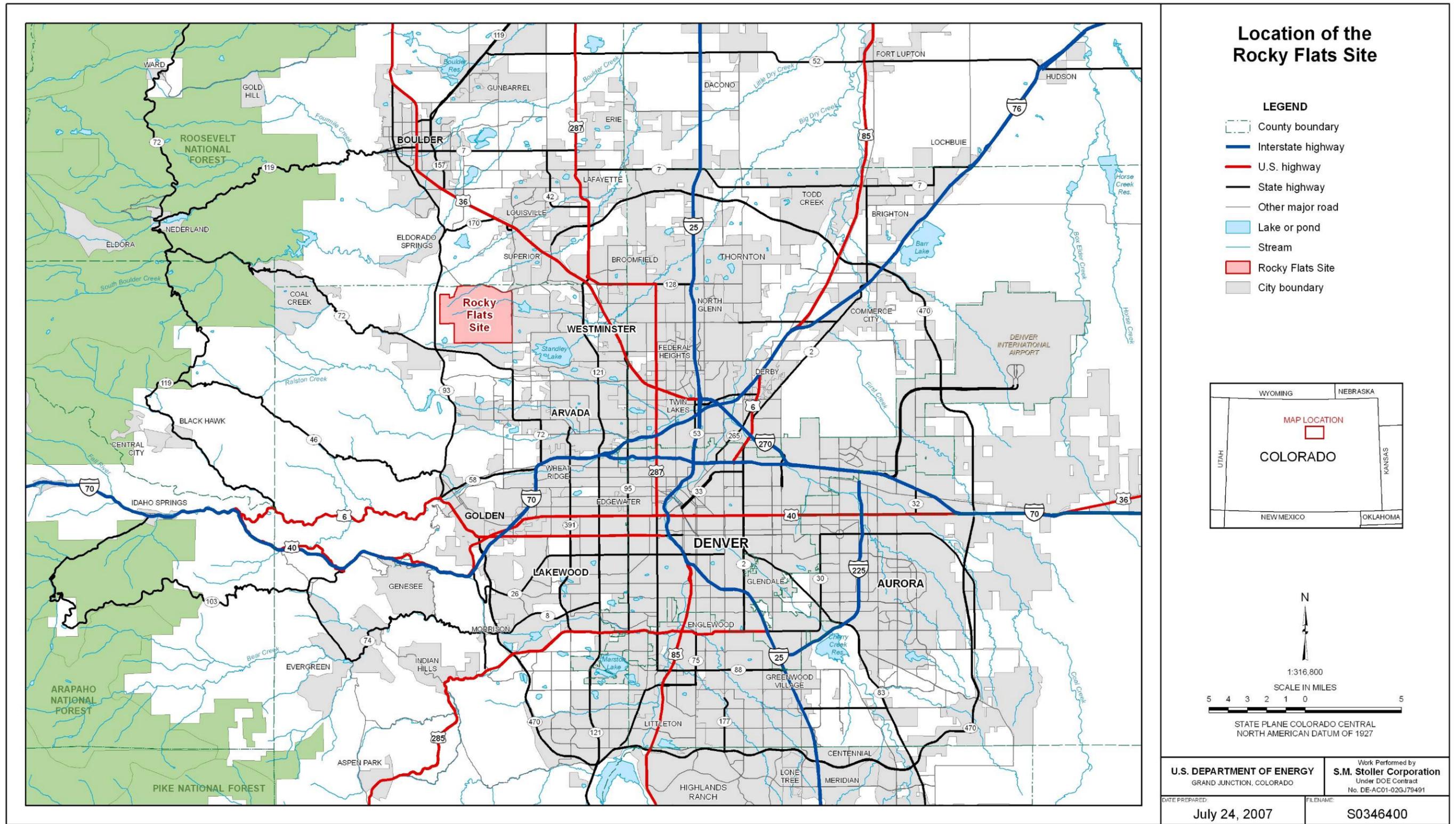
RFLMA, signed on March 14, 2007, superseded RFCA. RFLMA is a Federal Facility Agreement and Consent Order under CERCLA, the Resource Conservation and Recovery Act (RCRA), and the Colorado Hazardous Waste Act, among DOE, EPA Region 8, and the Colorado Department of Public Health and Environment (CDPHE). The purpose of RFLMA is to establish the regulatory framework for RFLMA Attachment 2, “Legacy Management Requirements.”

LM prepared the *Rocky Flats Site Operations Guide* (RFSOG) (DOE 2010) as a document to guide work at the COU. The RFSOG provides details on the surveillance and maintenance needed to satisfy the requirements of the CAD/ROD as well as best management practices at the site. As a “desktop procedure,” RFSOG explains how DOE will fulfill its long-term surveillance and maintenance obligations at the COU.

1.3 Rocky Flats History

Beginning in 1951, DOE and its predecessor agencies and contractors managed and operated Rocky Flats under authorization of the Atomic Energy Act (AEA). Rocky Flats was part of the United States’ nationwide nuclear weapons complex to manufacture nuclear weapons components from various radioactive, hazardous, and nonhazardous materials. Other support activities included chemical recovery and the purification of recyclable transuranic radionuclides (i.e., plutonium, which is a “special nuclear material” under AEA) and research and development in metallurgy, machining, nondestructive testing, coatings, remote engineering, chemistry, and physics. Manufacturing activities, accidental industrial fires and spills, and support activities, including waste management, resulted in the release of hazardous substances, hazardous wastes, and hazardous waste constituents to air, soil, sediment, groundwater, and surface water at Rocky Flats.

Most Rocky Flats structures were within an approximately 400-acre industrialized area (the Industrial Area), currently within the COU, at the center of the approximately 6,220-acre property. The Industrial Area was surrounded by the security Buffer Zone (currently referred to as the POU), which contained some supporting activities, such as waste disposal, but was left mostly undisturbed.



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Figure 1. Location of the Rocky Flats Site

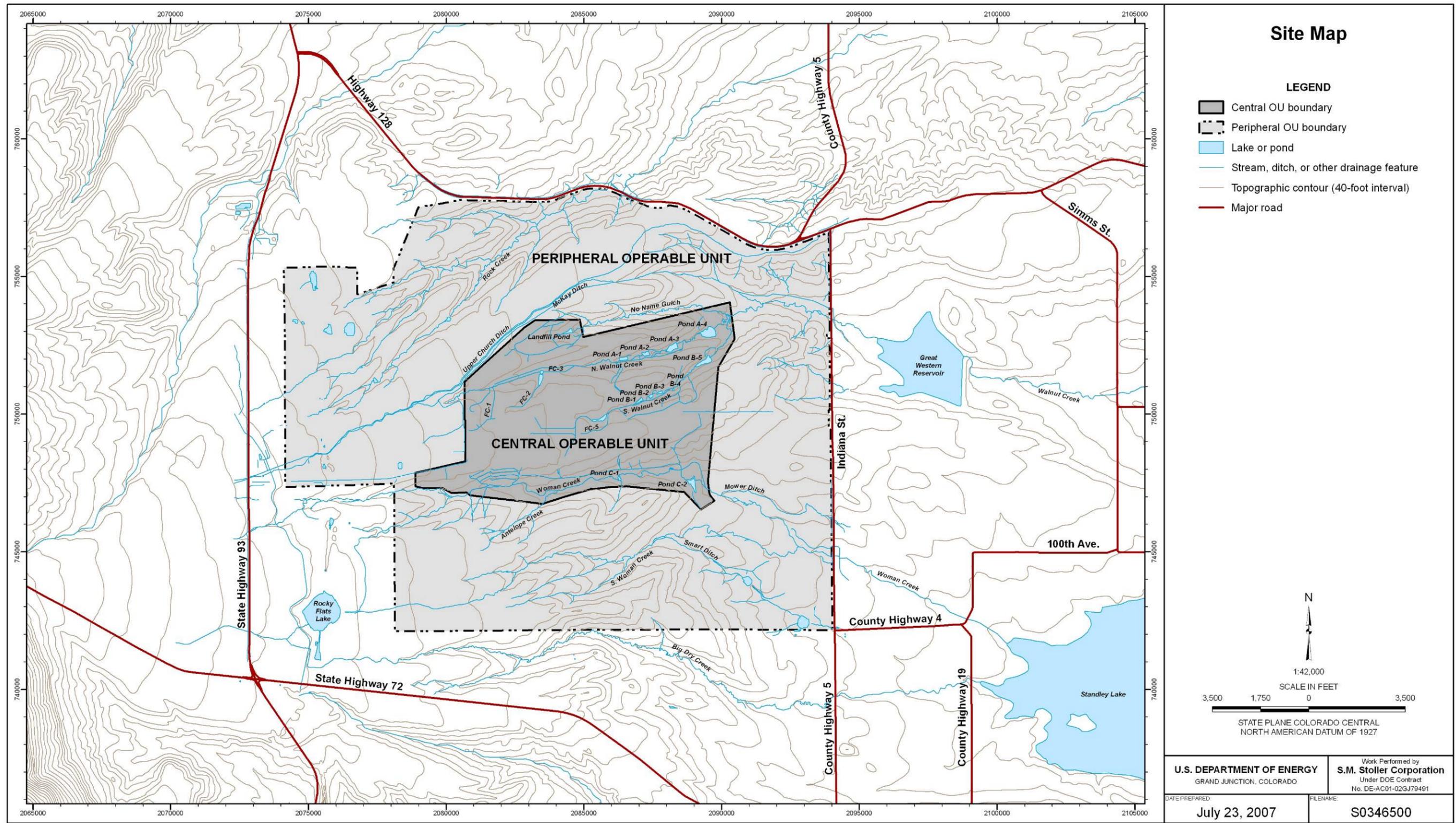


Figure 2. Site Map

The investigation and cleanup of released hazardous substances, including hazardous wastes, began in the 1980s. Beginning in 1992, when weapons components production halted, the Rocky Flats mission included the safe storage and shipment of special nuclear material, nuclear deactivation and decommissioning, waste management and shipment, environmental investigations, cleanup, and site closure.

All planned cleanup actions have been completed, and much of the POU portion of the site has been transitioned to RFNWR. Potential future users of the wildlife refuge include wildlife refuge workers and visitors.

1.4 Land and Resource Use

Until recently, land around Rocky Flats consisted primarily of rangeland, preserved open space, mining areas, and low-density residential areas. However, this rural pattern began to change in the 1990s due to the spread of development from surrounding communities. The towns of Superior, Broomfield, and Arvada have already experienced extensive development north, northeast, and southeast of Rocky Flats.

State-owned lands southwest and west of Rocky Flats are used for grazing, mining, and storage and the conveyance of municipal water supplies. Along Highway 93, an area of land approximately 1,200 feet wide adjacent to the Rocky Flats western boundary is available for eventual development, open space, or highway right-of-way. The 259-acre DOE National Wind Technology Center is adjacent to the northwestern corner of the POU. Preserved open space is the primary existing and proposed use of the lands immediately north (Boulder County and the city of Boulder) and east (the cities of Broomfield and Westminster) of the POU.

Areas within the POU and adjacent privately owned lands west of Rocky Flats have been permitted by the State of Colorado and Jefferson County for mineral extraction (primarily clay, sand, and gravel mining). Several cattle and horse operations and small hay fields lie to the south. However, a mixed-use residential and commercial development known as Vauxmont, within the City of Arvada, is proposed for an area immediately adjacent to the southern boundary of RFNWR lands. The Denver Regional Council of Governments projects that by 2020, the entire area south of RFNWR will be developed, as well as areas to the southeast that are either not already developed or protected as open space (by the City of Westminster) around Standley Lake.

Rocky Flats is the property of the United States. DOE administers activities within the COU. Rocky Flats is currently closed to public access; however, per the Refuge Act, jurisdiction for the majority of the site (generally the POU) was transferred to USFWS in July 2007 for the purpose of establishing the RFNWR.

Specific prohibitions related to activities on lands to be retained by DOE for implementation of the remedy (i.e., the COU) are included in the CAD/ROD remedy as institutional controls. DOE is required to implement administrative procedures to control modification, maintenance, or other activities requiring excavation within the COU to prevent violation of the restrictions listed in RFLMA Attachment 2. DOE must also ensure that such activities will not compromise the integrity or function of the remedy or result in uncontrolled releases of or exposures to subsurface contamination, in accordance with the land-use restrictions in RFLMA Attachment 2.

In addition, DOE must implement work control procedures to help maintain the use restrictions and ensure that the integrity of the institutional controls is protected. These procedures are derived from EPA and State of Colorado regulation and guidance as well as DOE Orders and guidance. The DOE ISMS utilizes processes such as the job hazard analysis to identify and mediate environmental, health, and safety risks to ensure that work is performed in a safe and environmentally protective manner.

2.0 Wildland Fire Management Strategies

2.1 Management Considerations

The site has had a limited occurrence of wildland fire. Access to the site has been limited to authorized personnel who have operated within strict controls regarding the operation of equipment and the use of fire. These controls have prevented and limited the fire risks. Additionally, during past site operations and throughout most site cleanup and closure activities, an on-site fire department was present to help prevent, control, and put out fires.

Historical documentation indicates that grasslands near Rocky Flats have been subjected to lightning- and human-caused fires for thousands of years (DOE 1999). These fires likely played a major role in promoting native vegetation growth and diversity. Since 1972, wildfires have not been allowed to burn, and only one controlled burn has been conducted in the grasslands at Rocky Flats. As a result, a fuel load of dead vegetation has been building in the grasslands at the site for at least 30 years. Most of this, however, is now located on RFNWR land in the POU area, although some smaller areas are contained in the COU. Ten wildfires have been documented on the site since 1993. In addition, a prescribed burn was conducted on April 6, 2000. Table 1 summarizes these grassland fires.

Since the closure of the site, many of the activities that once posed potential for wildfires have been reduced. However, the reduction in the number of personnel present on both DOE and RFNWR lands also increases the risk of trespassers who could start a fire.

The number of site personnel who have experience in wildland fire suppression and control is limited. Resources are insufficient to effectively and safely respond to fires. For this reason, the Rocky Mountain Fire District (the local community fire department), under contract to DOE, provides fire protection for the site.

Activities that involve the installation or maintenance of site structures, equipment, and resources are the responsibility of site personnel or subcontract personnel. Any task or activity planned for the site will be evaluated to determine if it constitutes a fire hazard. When a risk is identified, it will be addressed in a Job Safety Analysis (JSA). The JSA will identify the hazards and actions to mitigate them.

Table 1. Wildfires and Prescribed Burns Documented at Rocky Flats Since 1993

Date	Wildfire or Prescribed Burn	Name	Location	Acres
1993	Wildfire	1993 Wildfire	South Buffer Zone, ^a southeast of C-1 Pond	0.14
3/20/94	Wildfire	1994 Wildfire	North Buffer Zone, south of Highway 128	70.17
9/2/96	Wildfire	September 2, 1996, Wildfire	South Buffer Zone, contained by Buffer Zone roads	104.07
7/10/00	Wildfire	July 10, 2000, Wildfire	South Buffer Zone, south of East Gate	8.43
9/10/00	Wildfire	September 10, 2000, Wildfire	North Buffer Zone, south of Highway 128	0.52
4/6/00	Prescribed Burn	April 6, 2000, Prescribed Burn	South Buffer Zone, contained by Buffer Zone roads	48.00
6/26/01	Wildfire	June 26, 2001, Wildfire	South Buffer Zone, along ridgetop road	0.0042
7/4/01	Wildfire	July 4, 2001, Wildfire	North Buffer Zone, southeast of National Renewable Energy Laboratory Wind Technology Center	0.99
2/24/02	Wildfire	February 24, 2002, Wildfire	North Buffer Zone, south of Highway 128	26.60
8/26/05	Wildfire	August 26, 2005, Original Landfill Wildfire	South Industrial Area, Original Landfill	4.01
4/2/06	Wildfire	April 2, 2006, Wildfire	Northeast Buffer Zone, south of Highway 128, west of Indiana Street	852.00
9/28/11	Wildfire	September 28, Wildfire	Northeast Buffer Zone, south of Highway 128, west of Indiana Street	20.27
Total				1,135.2

^a The former Buffer Zone is now the RFNWR/POU area.

2.2 Wildland Fire Management Goals

This plan will implement the following goals:

- Achieve a program where public and personnel safety is the highest priority in every fire management activity.
- Develop a program that facilitates the prevention of fires and the protection of resources and structures.
- Develop a program that minimizes fire loss and damage to structures, equipment, and wildland resources.
- Develop a program that minimizes the risk of wildland fire that could spread off site.
- Develop a program where fire is appropriately used as a tool to meet resource management objectives.
- Develop a program that incorporates ISMS and EMS principles into the fire control planning process.
- Empower workers to identify and report potential hazards in wildland fire events.

3.0 Wildland Fire Management Program Components

3.1 Firefighting Standard

The number-one priority in any type of fire at the site is personnel and public safety. No action will be taken that places personnel or the public in danger.

An incipient fire is one in which the initial or beginning stage can be controlled or extinguished by a portable fire extinguisher without the need for protective clothing or breathing apparatus. It is the Legacy Management Support (LMS) contractor's policy that no employees will be authorized to fight incipient fires in general office space. Only trained, authorized employees can fight incipient fires in the field or at project sites. Training in the use of portable fire extinguishers will be provided annually for those authorized by the LMS project manager to fight incipient fires in the field. Employees not authorized to fight fires must evacuate any area in which a fire exists. All employees must follow the steps below.

3.1.1 Immediate Actions

- [1] Contact the fire department by dialing 911. Inform the fire department of any hazards that are known to be present in the fire area.
- [2] Stop or secure the operation causing the fire (e.g., secure hot work, shut off equipment) if this can be done safely.
- [3] Warn others in the area.
- [4] Evacuate personnel upwind and out of the affected area. (Meeting points will be determined by individual project.)
- [5] Isolate the fire area, and establish control boundaries, if possible.
- [6] Notify the immediate supervisor.
- [7] Notify the site Health and Safety lead.
- [8] Direct responding fire and emergency response service units to the location.

3.2 Fire Prevention and Control

Personnel awareness is the greatest tool for preventing fires. A personnel education campaign prior to and during seasons when the conditions are favorable for wildland fire would make site personnel, subcontractors, and visitors aware of what they can do to prevent a fire and what to do in the event of a fire on site.

Signs indicating not only the prohibition of smoking but also the hazard of not extinguishing smoking materials in wildland environments would give personnel an appreciation of the associated dangers. The information would identify dry native grasses and leaves as flash fuels that can ignite quickly and burn a large area in a short time.

Signs informing of state fire seasons, burning bans, or fire danger would help personnel recognize that they need to be more careful, both on and off site, with the use of possible ignition sources.

Information on fire hazards will be included in safety briefings and JSAs for tasks that have risk of causing fires. The tasks will be evaluated for ways to reduce or eliminate the hazard before work starts. Administrative controls in place at the site that reduce the potential for fire include:

- Requiring projects to have refueling plans and procedures that minimize fire potential.
- Controlling personnel activities, such as smoking or parking in areas of tall vegetation, that could cause a fire.
- Requiring hot work permits for construction or maintenance activities that require heat or an open flame.

3.3 Preparedness Actions

Site personnel will need to be aware of the fire danger. If smoke or fire is observed, they will need to be prepared to call 911 and report the location.

Fire extinguishers are provided at the site's East Shed and in fleet vehicles. These are for safe escape from fires at the facilities or for use on vehicle or equipment fires. Authorized personnel may use extinguishers if the fire is small and can be controlled using a portable fire extinguisher.

LM consults with the Rocky Mountain Fire District and USFWS routinely regarding the site's fire status. DOE has, in addition to the fire suppression contract with the Rocky Mountain Fire District (Appendix A contains the agreement), an informal agreement with USFWS, which has agreed to respond to a range fire on the COU assuming staff and resources are available. USFWS administers RFNWR, which surrounds the COU, and will respond to fires on RFNWR lands.

3.4 Current Fire Environment

3.4.1 Wildfire Seasons

The wildfire season along the Front Range, which includes Rocky Flats, typically runs from May 1 through the end of October, with June through August as the critical months. However, due to the dry local climate, wildfires can occur, and have occurred, in other months. See Table 1.

3.4.2 Fuels at the Site

Fire behavior depends on the type of fuels present. The fuel types found at the site are addressed below.

3.4.2.1 Buildings and Equipment

Only one building is present at the site, the East Shed. The East Shed is a nonflammable, all-metal building surrounded by an asphalt pad that extends 15 feet beyond the edge of the building, except for in the northwest corner where it extends approximately 7 feet. Beyond the asphalt pad, vegetation is sparse on the north and west sides and would not carry a fire. The east side of the shed is surrounded by a roadbase parking area and two large steel storage containers (known as "CONEX" containers) on the south side with little vegetation near them. The East

Shed contains gasoline and other flammable liquids. These materials are stored in a locked flammables cabinet outside of the East Shed, on the south side. Equipment, such as all-terrain vehicles, weed whackers, and generators, that contain fuel are stored inside the East Shed and the two, 40-foot-long steel storage containers on the south side of the shed. Because of their location, the on-site chemicals and fuels stored in the East Shed and flammables cabinet would not be seriously threatened by wildfire.

Other types of equipment at the site include groundwater monitoring wells, groundwater treatment systems, and surface water monitoring equipment (flumes, automated samplers, solar panels). Parts of this equipment could burn or be damaged by a fire.

3.4.2.2 Utilities

Two types of utilities still cross the site. A high-voltage power line crosses the eastern edge of the COU, and two underground natural gas lines cross beneath the site (one running east–west and another running north–south). Small portions of the natural gas lines are exposed to the surface. Any projects that are planned near either of these utilities must be evaluated for potential impacts to or from these utilities. A transformer that shorted on an electrical line near Highway 128 in 2006 caused the largest grassland wildfire in recent history at the site. Therefore, although both of these utilities have the potential to be a fire hazard, a wildfire would pose little threat to either of these utilities because the electrical lines are high in the air on steel towers and the natural gas line is buried several feet below ground (except for several short lengths). Both were burned over by the 2006 wildfire, and neither was damaged.

3.4.2.3 Grass Fuel

As stated above, since 1972, wildfires have not been allowed to burn, and only one controlled burn has been conducted in the grasslands at Rocky Flats. Fire return intervals (i.e., the number of years between two successive fires at a given location) for these types of grasslands range from approximately 10 to 35 years, allowing for a rapid departure from the historical fire regime conditions when fire is excluded. As a result of the lack of fire in recent years, a fuel load of dead vegetation or thatch has been accumulating in the grasslands at the site for the past few decades. The arid environment at the site results in slower decomposition rates than those in the eastern part of the country. Additionally, a lack of grazing on the site's prairies tends to promote greater thatch levels as compared to surrounding grazed private and open-space properties. Although the greatest extent of the higher grassland fuel load is now on RFNWR land in the POU area, some areas are found in the native grassland areas of the COU. Much of the COU, however, consists of reclaimed grassland areas that often still have sparse vegetation that would probably not carry a fire.

The native grasslands at the COU are characterized by tall- and mid-grass species, such as big bluestem, little bluestem, Indian grass, blue grama, western wheatgrass, needle-and-thread, and prairie Junegrass, in addition to common reclamation grasses, such as smooth brome and intermediate wheatgrass. These grasses are adapted to the relatively frequent disturbance of fire and benefit from fast-moving, "cool" fire, as it will remove excessive dried biomass and add nutrients to the soil. Where higher accumulations of thatch are present, and if fires are slower-moving, higher-intensity fires can occur and cause more damaging effects, such as a reduction of grass cover, increased erosion, or encroachment of nonnative species.

3.4.2.4 Shrublands and Woodlands

Riparian woodlands and shrublands occur along the streams in the bottoms of the drainages at the site. The riparian areas are dominated by scattered plains cottonwood and peachleaf willow trees, coyote willow, and wild indigo shrubs. Due to the narrow nature of the riparian woodland and shrubland areas at the site, they are not considered a major fuel load source.

3.4.2.5 Landscaping Trees

A few small, isolated patches of planted landscaping trees (ponderosa pine, Rocky Mountain juniper, and Colorado blue spruce) remain scattered throughout the former Industrial Area. These are not considered a major fuel load source.

The potential for each of these fuel types to burn will depend on fuel moisture, fuel loading (density of fuels), air temperature, humidity, and wind. These can independently or corporately influence the fuels' ability to burn.

3.5 Environmental Considerations

Fire, from wildfires or prescribed burns, can impact various environmental resources at the site. Environmental considerations evaluated in this document include air quality and smoke management, cultural resources, endangered and threatened species, groundwater and surface water protection, hazardous and radioactive waste, migratory bird protection, and watershed protection.

3.5.1 Air Quality and Smoke Management

Although no prescribed or managed burns are planned for the near future at the site, all prescribed or managed burns at the site would follow and comply with current federal, state, and local clean air, smoke mitigation, and visibility regulations that apply to managed burns. A burn plan would be written, and all necessary burn permits would be obtained before a prescribed burn was conducted. A smoke management plan will be developed and implemented for any prescribed burns.

3.5.2 Cultural Resources

Cultural inventories conducted at the site in the past did not identify any resources remaining after closure that were recommended for inclusion on the National Register of Historic Places. Therefore, the site has no cultural resources that would require protection from either wildfires or prescribed burns.

3.5.3 Endangered and Threatened Species

The only species listed under the Endangered Species Act that is present at the site is the threatened Preble's meadow jumping mouse (Preble's mouse; *Zapus hudsonius preblei*). The Preble's mouse lives along most of the streams at the site. The protected habitat of the Preble's mouse at the site is delineated on a map, which USFWS agreed with in the Programmatic

Biological Assessment (PBA) and resulting Biological Opinion. These documents were the result of Section 7 consultation with USFWS for cleanup, closure, and post-closure activities at the site. USFWS issued a Final Rule on the Revised Critical Habitat for the Preble's Meadow Jumping Mouse in Colorado on December 15, 2010 (Federal Register Vol. 75, No. 240). This rule designated critical habitat for the Preble's mouse at Rocky Flats. As a result, LM has re-initiated consultation with USFWS to address weed control and other activities to update the PBA for Rocky Flats. Any activities that take place within critical habitat and/or the protected habitat areas (Preble's mouse habitat) for the Preble's mouse require consultation with USFWS before they can proceed. If an activity is not included in the PBA, additional consultation is required. The PBA outlines guidance for determining whether consultation is required and provides best management practices, activity-specific measures, and the incidental take statement (which includes reasonable and prudent measures, terms and conditions, and conservation recommendations).

A prescribed burn in Preble's mouse habitat at the site would require additional Section 7 consultation with and approval from USFWS before the burn could be conducted. After an unplanned wildfire occurs in Preble's mouse habitat at the site, USFWS requires consultation on the federal response to the wildfire. This occurred after the April 2, 2006, wildfire in the northeast corner of the site. A report was submitted to USFWS, and a concurrence letter was received from them, accepting the report.

In general, the impacts from a prescribed burn or wildfire would likely have negligible effects on the Preble's mouse. Fire is a natural process in the ecosystems along the mountain front in Colorado, and plant and animal species are adapted to it. Studies on small mammals have shown both a positive effect and no effect on the mice. After the February 24, 2002, wildfire burned across Preble's mouse habitat in Rock Creek at the site, trapping data and observations showed that the Preble's mouse was still utilizing the area adjacent to the burned area. Additionally, most native plant species are adapted to and respond well to fire, resulting in increased plant vigor, reproduction, and seed production, all of which provide additional resources for the Preble's mouse.

3.5.4 Groundwater Protection

Planning for a prescribed burn would take into account groundwater issues, including the locations of any monitoring equipment such as wells and groundwater treatment systems. Precautionary measures would be implemented to protect equipment from possible damage resulting from prescribed fires or to keep fire lines away from the equipment. Prescribed burn planning would also take into account potential erosion and sediment control issues and would follow the *Erosion Control Plan for Rocky Flats Property Central Operable Unit* (DOE 2007).

After an uncontrolled wildfire, an evaluation would be conducted to assess any potential damage to groundwater infrastructure and monitoring equipment. A groundwater protection evaluation would also be made to determine if erosion controls are necessary to protect the water and soil resources at these locations.

3.5.5 Hazardous and Radioactive Waste

No special hazards exist at the COU. Residual radiological contamination on remaining infrastructure and building slabs and basements, and associated with subsurface soils that were not removed during closure, is buried beneath at least 3 feet of clean soil. A wildfire poses no real threat or potential for threat to any of the buried remaining contaminated infrastructure materials because (1) there is 3 feet or more of physical barrier between the ground surface where the fire would occur and the material itself; (2) the type of potentially contaminated material that remains below ground is primarily concrete, steel, or other nonflammable materials; (3) the insulating characteristics of the soil barrier would limit the transfer of heat to any of these materials; and (4) grassland fires (which would be characteristic at these specific locations) move quickly and burn cooler than shrubland or woodland fires. In addition, the vegetation at most of these potential locations is still establishing and would barely be capable of carrying or spreading a wildfire. No flammable subsurface mineral deposits, such as coal seams, that could provide an opportunity for an underground fire to occur are present in the area.

Very low concentrations of residual radioactive materials in surface soils remain in some locations in the COU. The residual risk from surface contamination was evaluated before the CAD/ROD was issued. The risk assessment considered the effects of wildland fires in the exposure scenarios and radiation dose and risk posed by the residual contamination. Residual surface soil contamination does not pose a significant risk.

During planning for a prescribed burn or after an unplanned wildfire at any location where potential residual radiological contamination may be present, the erosion potential of the location will be assessed. As necessary, appropriate erosion controls will be installed and managed until the vegetation has reestablished to protect the soil as necessary.

3.5.6 Migratory Bird Protection

Prescribed burn planning will follow guidance found in the *Migratory Bird Treaty Act Issues, Natural Resource Management Activities, and Maintenance and Project Activities at the Rocky Flats Site* (DOE 2008). Planning would also include coordination with and obtaining any required permits from USFWS prior to conducting a prescribed burn. Post-fire surveys (after prescribed or unplanned wildfires) may be conducted to evaluate impacts on migratory birds and their habitat.

3.5.7 Watershed Protection

Similar to groundwater protection, planning of a prescribed burn would take into account surface water and watershed issues, including locations of any monitoring equipment such as surface water flumes, automated sample collection equipment, telemetry equipment, and solar panels. Precautionary measures would be implemented to protect equipment from possible damage resulting from prescribed fires or by keeping fire lines away from the equipment. Prescribed burn planning would also take into account potential erosion and sediment control issues that could affect water quality in the watershed. Erosion control planning would follow the *Erosion Control Plan for Rocky Flats Property Central Operable Unit*.

After an uncontrolled wildfire, an evaluation would be conducted to assess any potential damage to surface water infrastructure and monitoring equipment. A watershed evaluation would also be made to determine if erosion controls are necessary to protect the water and soil resources. Surface water monitoring has not indicated any negative impacts on surface water quality after previous wildland fires.

3.6 Mitigation

3.6.1 Fuels Management

Wildfire behavior and severity are dictated by fuel type, weather conditions, and terrain. Given that fuel is the only one of these variables that can be practically managed, it is the focus of many mitigation efforts. Fuels management evaluates and treats wildland fuels to reduce their flammability or meet natural resource management goals using various techniques, including mechanical, chemical, biological, and manual control methods. In grassland communities, like those at the site, these objectives may be accomplished by reducing surface fuels through mowing, grazing, or prescribed burning. Fuel breaks may also be used to break up larger areas into smaller defendable units.

Improperly implemented fuel treatments can have negative impacts in terms of ecosystem health and fire behavior. Mowing or prescribed fire improperly applied in grasslands can degrade the health of indigenous species and create openings for invasive species. Some brush species respond to mechanical treatment with vigorous resprouting unless combined with additional cuttings, prescribed fire, or chemical treatment. The overall benefits of properly conducted mitigation treatments are, however, well documented.

3.6.2 Fuel Treatment Evaluation

Fuel treatment options typically fall into one of several categories: utilization, rearrangement, removal, disposal, conversion, or non-treatment.

3.6.2.1 Utilization

Utilization reduces fuel loads by harvesting the unwanted fuels and using them for other purposes. At the site, this could be done by grazing animals that would eat the grassland vegetation and reduce the amount of vegetation biomass available for a fire. Several problems exist with utilizing this option at the site. First, for security and operation reasons, DOE has never allowed grazing at Rocky Flats since it first obtained the property in the early 1950s. Second, it would be extremely costly to install the fencing and stock crossings necessary to create functional grazing management units within the COU. Third, remedy-related equipment (monitoring wells) and systems (groundwater treatment systems, landfill covers) are present throughout the COU and would require additional fencing to exclude grazers. Regulatory requirements mandate that these systems function properly, and grazing animals would be able to continually destroy components of the systems with unrestricted access. Fourth, riparian areas would have to be fenced off to keep the grazing animals from destroying them (and the Preble's mouse habitat there). Section 7 consultation with USFWS would be required for any grazing or other proposed fuel reduction activities in Preble's mouse habitat at the site. Finally, a full-time shepherd would probably be required to oversee the animals while they were on site—to make

sure they did not escape into areas where they are not allowed. Therefore, grazing is not considered a practical option for fuel reduction at the site at this time.

3.6.2.2 *Rearrangement*

Fuel loads are rearranged by redistributing on-site fuels to a condition that is less hazardous, enables more rapid decomposition, or enables more effective disposal. The use of the on-site road system as firebreaks is one means of breaking up the larger patches of prairie. The main roads are maintained vegetation-free and are bladed at least annually. Other than this, there is no practical means to rearrange the grassland fuels at the site.

3.6.2.3 *Removal*

Removal takes the fuels off site for further utilization, storage, or disposal. There is no practical means to harvest the vegetation from the COU. The rocky nature of the ground surface has destroyed mowing equipment in the past and is not conducive to baling or harvesting equipment. Also, the height of the vegetation in most years would make it impractical and of little value to harvest. Additionally, the noxious weeds present at the site would likely prohibit the vegetation from being used elsewhere for feed or other uses under current Colorado statutes.

3.6.2.4 *Disposal*

Disposal reduces or eliminates the fuels on site by manual, mechanical, chemical, biological, and prescribed fire treatments. All of these management tools, with the exception of prescribed fire, are currently utilized at the site at varying scales. Manual and mechanical removal of vegetation is conducted as part of weed control activities. These activities are restricted to small, localized weed infestations, however, due to the labor-intensive requirements and associated costs. Additionally, the rocky nature of the ground surface at the site has destroyed mowing equipment in the past—to the point where the subcontractor finally quit because of equipment replacement and repair costs. Chemical control is used for weed control activities. Although it is used on a large scale, selective herbicides are used to target specific weed species. It is not applied to remove all of the vegetation, nor would it be practical or desirable to do so. The goal is to reduce undesired species and increase the cover of desirable species (primarily grasses). Increased desirable vegetation cover helps prevent erosion and protects surface water quality. Biological controls are used to assist in the control of certain noxious weeds, but these are of very limited value with respect to fuel reduction. Grazing of animals as a biological control, as discussed above, is not practical at the site currently. The use of prescribed burns is currently not approved for the site. While disposing of—and thus reducing—the fuel loads is probably the most practical and feasible of the options, it would also be a momentous task to take on. Prescribed burns at Rocky Flats would require much public education due to perceived public perceptions of possible contaminant release as a result of a fire. Also, much of the COU is currently in a state of revegetation. Therefore, many areas still have such sparse vegetation that a prescribed fire would probably not carry through them. However, some of the undisturbed, native areas within the COU or locations along the fences that fill up with windblown tumble weeds could be areas where small prescribed burns could be implemented.

3.6.2.5 Conversion

Conversion of fuels by replacing them with less flammable fuels or with fuels less resistant to suppression is not practical at the site. There is no practical substitute to replace the native prairie.

3.6.2.6 Non-treatment

A cost analysis was done to determine the viability and cost effectiveness of potential fuel reduction treatments at the site. Given the low frequency of wildfires at the site, the scattered locations of infrastructure, the impracticability of implementation for most fuel reduction methods (as outlined above), and the high cost of implementing such methods, non-treatment (or targeted treatment on a limited scale) is the most practical treatment for the site at this time. Given the low frequency of wildfires at the site, the cost of implementing a fuel reduction program would be higher in the long-term than the repair or replacement costs that would result from a wildfire.

Selected treatment of fuels (along with non-treatment) on a very limited scale to protect specific remedy-related infrastructure is the most realistic option at this point. Current limited fuel reduction treatments at Rocky Flats are:

- Selective mowing (weed-whacking or mowing of spot weed infestations). This works for small-scale areas where weed-whacking is practical or where the ground surface is suitable to operate mowing equipment.
- Herbicide applications. Applying herbicide to control weeds reduces the abundance of many noxious weeds that would otherwise contribute to fuel loading.
- Grading of site roads. The annual grading of site roads removes vegetation from road surfaces and, thus, effectively maintaining them as fire breaks.

3.7 Response to Fires at the Site

The current fire response at Rocky Flats is one of suppression. The Rocky Mountain Fire District is currently under contract to provide firefighting, rescue, hazardous materials, and advanced life support emergency response for the site. (Appendix A contains the contract scope of work.) With respect to firefighting, the Rocky Mountain Fire District will completely extinguish and overhaul all fires in the COU. Rocky Flats personnel do not have firefighting capability.

Prescribed fire—a tool to accomplish resource management objectives, such as reducing hazardous fuel, increasing plant species diversity, and abating noxious weeds—is not currently used at Rocky Flats. Any future use of prescribed fire would require the appropriate wildland fire planning, permits, and approvals prior to implementation.

3.7.1 Initial Response

In accordance with the terms of the current contract with the Rocky Mountain Fire District, the Rocky Mountain Fire District will arrive at the site Access Road and State Highway 93 within 20 minutes of dispatch by a Public Service Answering Point, with an equipped vehicle and qualified crew (three personnel minimum on a Class A pumper) appropriate to mitigate the event

as reported. This time is considered from the home station of the apparatus and assumes that road conditions are unimpeded by severe weather conditions or unanticipated road closures or blockages. It also assumes that an area disaster-type incident has not stressed local first responder resources. Anticipated conditions such as normal rush-hour traffic are encompassed within the 20 minutes. This time does not apply to backup units, additional alarm units, or specialty apparatus such as boats, heavy rescue vehicles, and hazardous-material vehicles—the latter three being in addition to a 20-minute-criterion first responder vehicle.

There is no assurance that federal or contracted employees will be on site at the initiation or early stage of emergencies to provide information or assistance. Typical work activities at the site include servicing air, surface, and groundwater monitoring stations; maintaining fences; controlling erosion and weeds; revegetation; ecological monitoring; and similar activities. Visitor volume at the site is projected to be low. Surface mining of aggregates may be in progress along the north side of the Access Road. Such activity is by private commercial interests exercising mineral rights on Rocky Flats.

A USFWS gate approximately 0.25 mile east of State Highway 93 allows primary road access to the COU. The COU is surrounded by a four-strand barbed-wire fence. Gates around the COU perimeter fence are in five different locations, as shown in Figure 3.

No assured water supply is present at the site. The Rocky Mountain Fire District is responsible for securing and providing all water necessary for the control or extinguishment of fires. Automatic alarms, hardwire telephones, or commercial electricity or water services are not available on the site. Overhead electrical high-voltage transmission lines and two buried natural gas transmission lines transit the site.

3.7.2 Resources

The Rocky Mountain Fire District will be able to perform the scope of tasks using in-house resources assuming full availability conditions. When a site incident or area emergency situations have stressed in-house resources, the utilization of mutual-aid or other backup agreements to provide timely response or assistance is appropriate. Subcontractors who are members of regional consortiums, such as hazardous material and technical rescue teams, are considered in-house resources.

3.7.3 Incident Reports

The Rocky Mountain Fire District will submit an Incident Summary Report within 7 business days of each response to the site. The report will briefly describe the incident, apparatus used, actions taken, times for dispatch and significant occurrences, and injuries or deaths.

LMS incident reporting is required in accordance with LMS procedures and timelines. Certain types of incidents must be reported and classified within 2 hours.

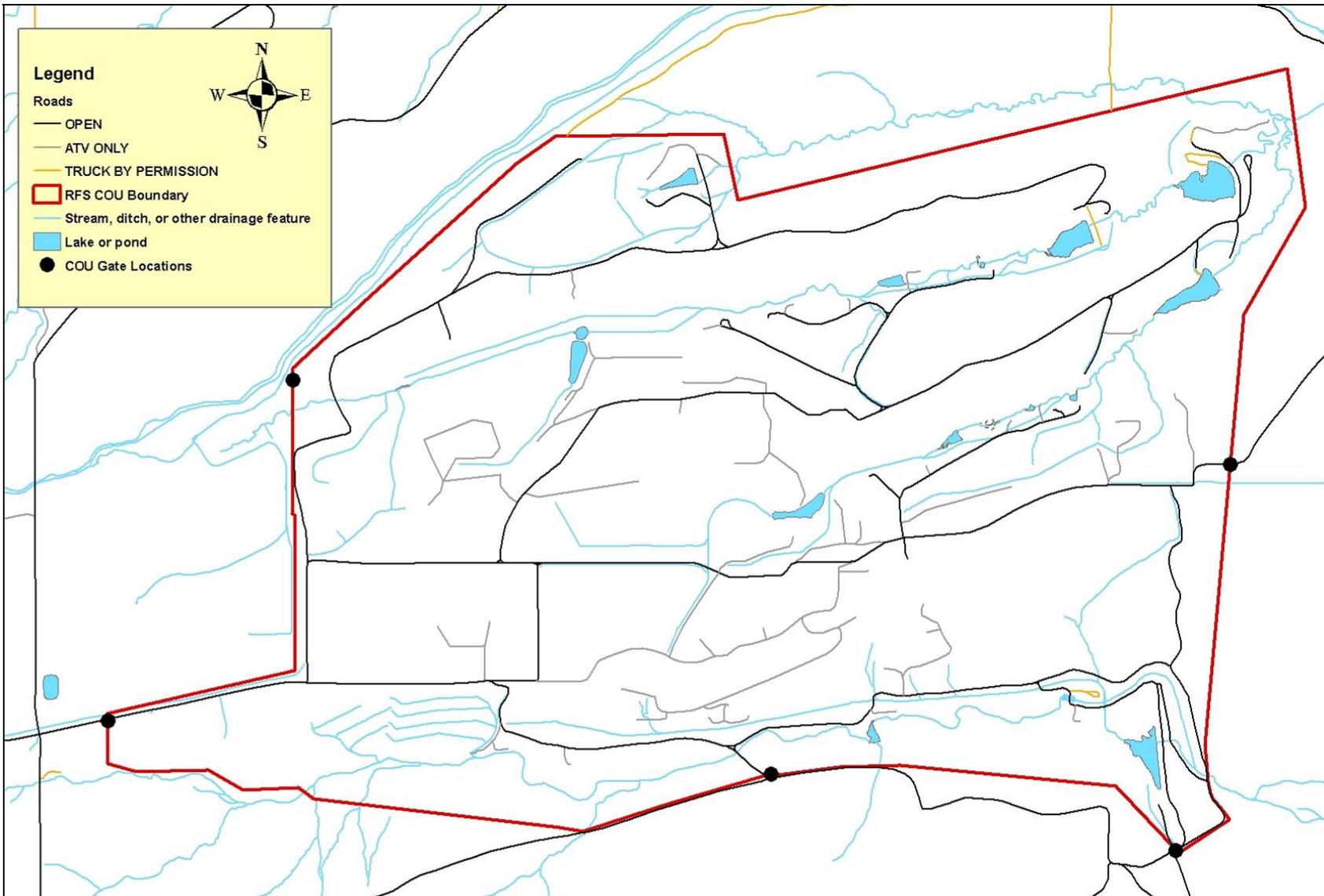


Figure 3. COU Gate Locations Map

4.0 Summary

The current fire management situation at the COU involves suppressing all wildland fires. LM currently contracts with the Rocky Mountain Fire District to provide firefighting support. This Wildland Fire Management Plan will be revised when conditions change.

5.0 References

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CDPHE, DOE, and EPA (Colorado Department of Public Health and Environment, U.S. Department of Energy, and U.S. Environmental Protection Agency), 1996. *Final Rocky Flats Cleanup Agreement*, Federal Facility Agreement and Consent Order, CERCLA VIII-96-21 RCRA (3008[h]) VIII-96-01, State of Colorado Docket #96-07-19-01.

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EPA, DOE, and CDPHE (U.S. Environmental Protection Agency, U.S. Department of Energy, and Colorado Department of Public Health and Environment), 2006. *Corrective Action Decision/Record of Decision for Rocky Flats Plant (USDOE) Peripheral Operable Unit and Central Operable Unit, Jefferson and Boulder Counties, Colorado*, September.

NFPA (National Fire Protection Association Standards)
Standard 1143, Wildland Fire Management
Standard 1144, Protection of Life and Property from Wildfire

SM (Secretarial Memorandum), 2003. *Department of Energy Wildland Fire Management Policy*, February 24.

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Appendix A

Rocky Mountain Fire District Fire Protection Scope of Work

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DATE: January 7, 2009

NOTE:

The subcontract with Rocky Mountain Fire District has been extended through September 31, 2010 on Purchase Order 3749.

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Exhibit A

STATEMENT OF WORK

for Fire Suppression and Related Emergency Services at the Rocky Flats Site

November 2007

1. PURPOSE

S.M. Stoller Corporation, **Contractor** to the U.S. Department of Energy Office of Legacy Management, is seeking to subcontract with an established fire department/fire district (herein referred to as the **Subcontractor**) for the provision of firefighting, rescue, hazardous materials, and Advanced Life Support (ALS) emergency response to the Rocky Flats Site (RF).

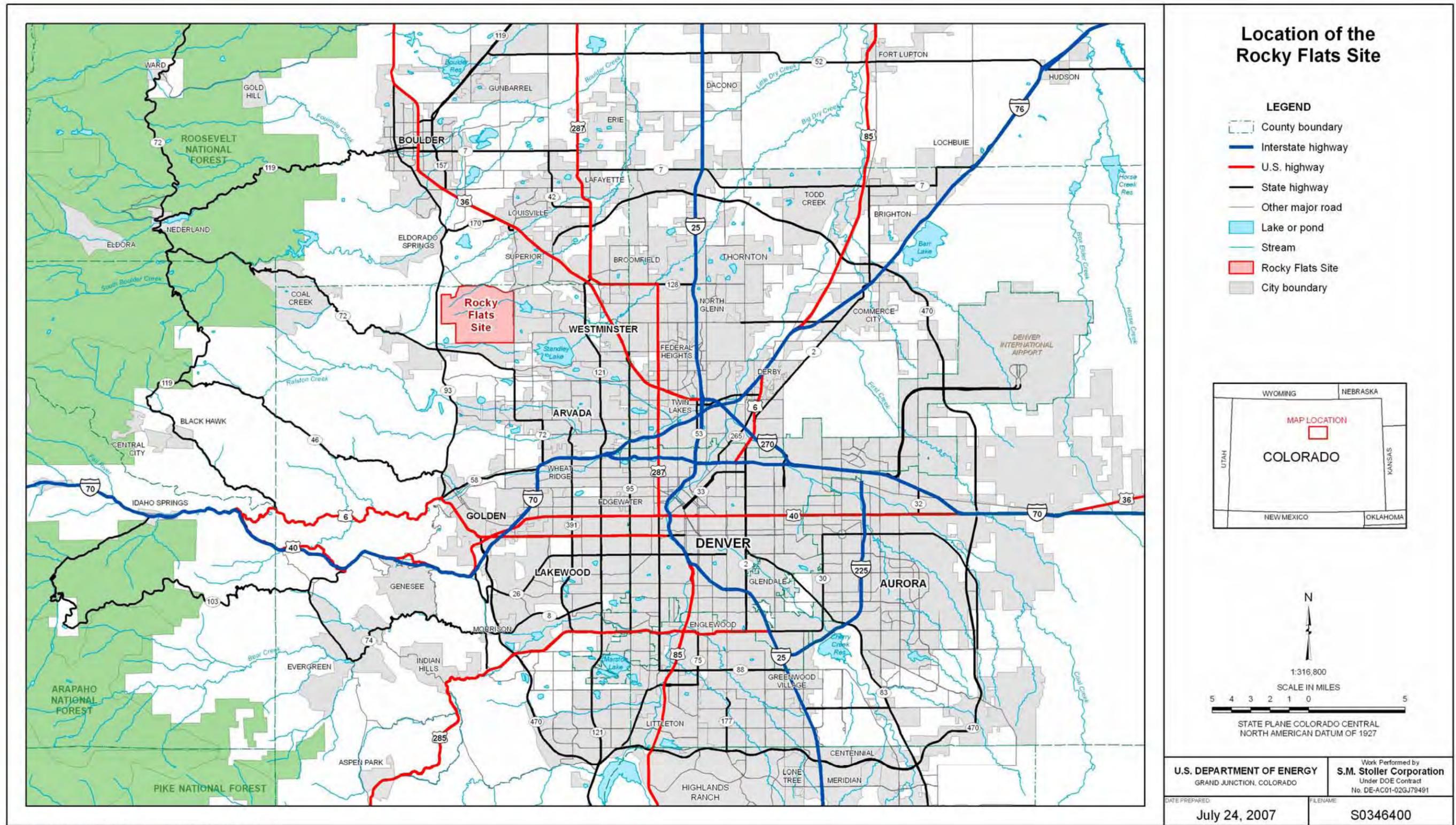
2. SCOPE

- A. The Subcontractor shall provide all supplies, equipment, materials, vehicles, and labor to perform the tasks of firefighting, extrication rescue, technical rescue, hazardous materials mitigation, and ALS emergency response at RF. It is not envisioned that equipment or personnel beyond existing resources of the Subcontractor should be required to fulfill this contract.
- B. The Subcontractor shall perform as Incident Command for Section 2A responses.
- C. Minimum level of service expectations:
 - 1. Firefighting – Completely extinguish and overhaul all fires; contain spread of a grass, vehicle, or structure fire to less than 2 acres of proximity to grassland; and contain a range fire within the boundaries of RF.
 - 2. Rescue – Perform extrication from vehicles in any condition and orientation; perform technical rescue operations of elevated, cave-in, confined space, ravine, or otherwise trapped victims; and conduct pond water rescue operations.
 - 3. Hazmat – Perform first responder mitigation actions to absorb, cover, and/or contain hazardous materials, primarily hydrocarbon fuels; alert cognizant agencies; and implement measures to protect the immediate public from exposure hazards. It is expected that minimal amounts of fuel and chemicals will be stored on site.

4. Emergency Medical Services Support – Provide ALS emergency ambulance service for the site. The Subcontractor shall respond with ALS ambulance service as needed and assist the ambulance crew to access patients and/or move patients to the ambulance, as well as assist in Advanced First-Aid level care for multiple patient situations as requested by the ALS provider.
5. Response – Arrive at the site Access Road and State Highway 93 within 20 minutes of dispatch by a Public Service Answering Point (PSAP), with an equipped vehicle and qualified crew (three personnel minimum on a Class A pumper) appropriate to mitigate the event as reported. This time is considered from the home station of the apparatus and assumes road conditions are unimpeded by severe weather conditions or unanticipated road closures/blockages. It also assumes an area disaster type incident has not stressed local first responder resources. Anticipated conditions such as normal rush hour traffic are encompassed within the 20 minutes. This time does not apply to backup units, additional alarm units, or specialty apparatus such as boats, heavy rescue vehicles, and HAZMAT vehicles; the latter three being in addition to a 20-minute criteria first responder vehicle.
6. Dispatch – Establish with cognizant PSAPs that their department/district is the responsible agency to be dispatched for Section 2A incidents at the site.
7. In-House Resources – Have the capability to perform the scope of tasks utilizing in-house resources assuming full availability conditions. When a site incident or area emergency situations have stressed in-house resources, the utilization of mutual-aid or other backup/fill-in agreements to provide timely response or assistance is appropriate. Subcontractor membership in regional consortiums such as HAZMAT and Technical Rescue Teams is considered as in-house resources.
8. The Subcontractor shall be and remain in compliance with those federal, state, and local laws, rules, codes, standards, and regulations imposed under their operating charter as a city government entity or a fire district.
9. The Subcontractor shall submit an Incident Summary Report to the Contractor Representative within 7 business days of each response to the site. The report shall provide a brief description of the incident, apparatus used, actions taken by the Contractor, times for dispatch and significant occurrences, and injuries/deaths.

3. SITE CONDITIONS

The location of RF is shown on Figure 1. Figure 2 presents the boundaries of the Site, which included the 1,308-acre Central Operable Unit (OU) and the 3,935-acre Peripheral OU (known as the Buffer Zone). In July 2007 the Peripheral OU was transferred to the U.S. Fish and Wildlife Service for management as the Rocky Flats



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Figure 1. Location of the Rocky Flats Site

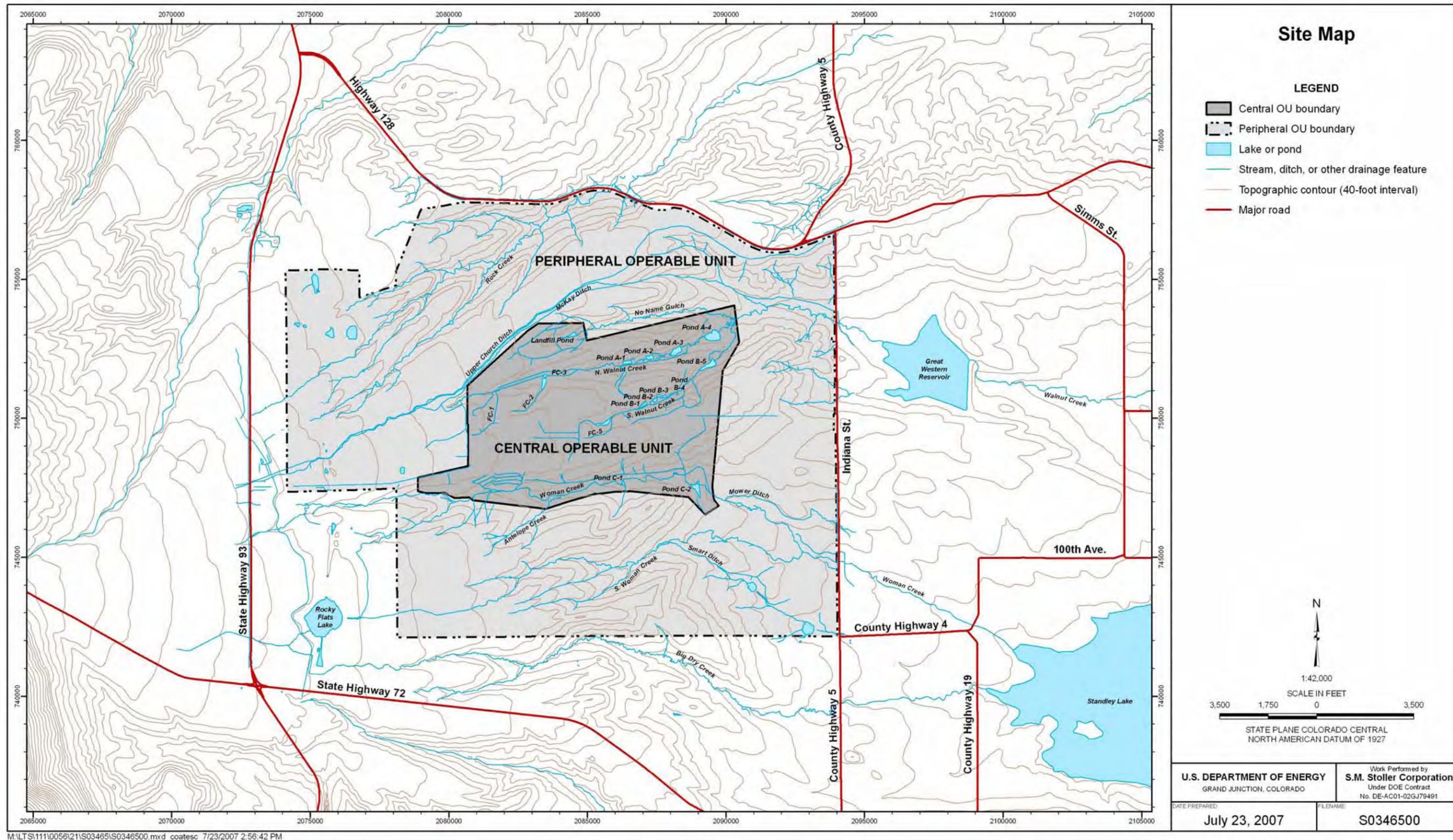


Figure 2. Site Map

National Wildlife Refuge. The transferred area is not included in this Statement of Work (SOW). The Central OU and Parcels A-1, A-2, and C, shown on Figure 3, are the subject of this SOW and will require fire suppression and related emergency services.

RF is characterized as a gently sloping mesa covered with various tall and short grass communities, and is dissected by three major drainages consisting of short grass and riparian habitat. Two metal frame storage buildings are located on the mesa west and east of the former Industrial Area (IA) of the site. The IA has been completely demolished and recontoured to its present configuration. North and South Walnut Creeks drain the majority of the former IA. Woman Creek extends in a west-to-east direction across the site to the south of the former IA.

There is no assurance that federal or contracted employees will be on site at the initiation or early stage of emergencies to provide information or assistance. Typical work activities at the site include servicing air, surface, and ground water monitoring stations; fence maintenance; erosion and weed control; firebreak maintenance; and similar activities. Visitor volume at the site is projected to be low. Surface mining of aggregates may be in progress along the north side of the Access Road. Such activity is by private commercial interests exercising mineral rights on RF.

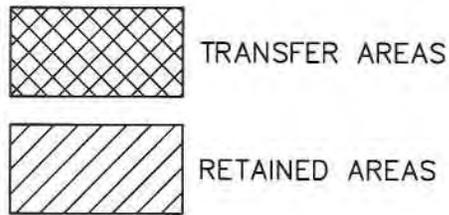
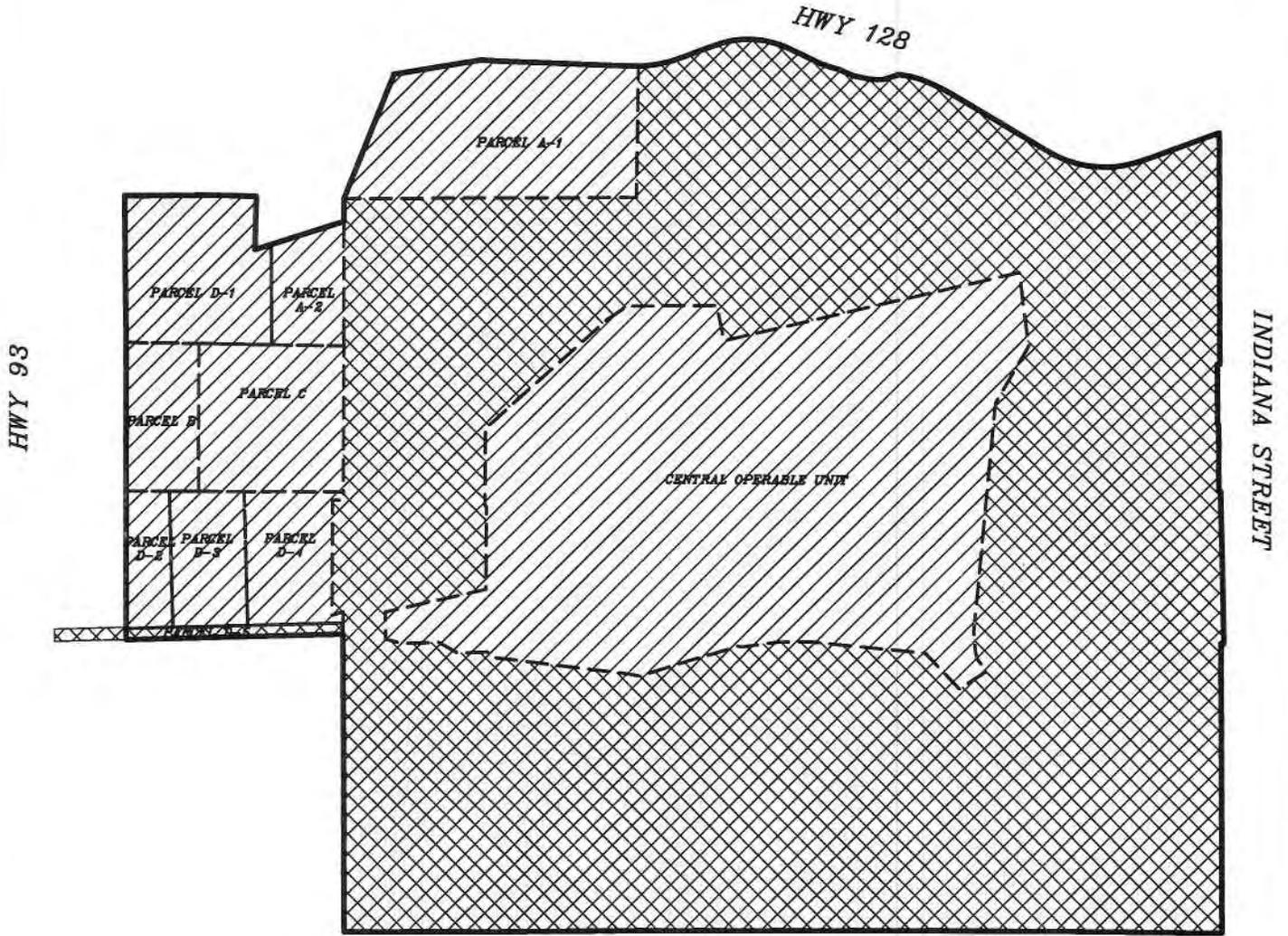
There is a double swing gate approximately 0.25 mile east of State Highway 93 on the primary access road to the site. Keys and/or combinations to the gate locks will be provided. However, forcible entry by the Subcontractor is authorized by DOE as necessary. The Central OU is surrounded by a four-strand barbed wire fence. Gates along the fence are located in five different locations, as shown on Figure 4. These gates utilize the same key that is used to access the west gate. As above, forcible entry by the Subcontractor is authorized as necessary. Utilization of firebreak road access gates at the locations along the site perimeter is also authorized. However, the continuity or condition of these roads is not assured.

There is no assured water supply on the site; however, the Subcontractor may utilize surface water sources that are identified by the Contractor and are accessible during an incident. The Subcontractor is responsible to secure/provide all water necessary for the control/extinguishment of fires. There are no automatic alarms, hard wire telephones, or commercial electricity or water services on the site. There are overhead electrical transmission lines and two buried natural gas lines that transit the site.

4. PERIOD OF PERFORMANCE

The subcontract will become effective at 12:01 a.m. on December 1, 2007, and expire at midnight on September 30, 2008, with options for two 6-month extensions.

ROCKY FLATS SITE CORRECTED TRANSFER AND RETAINED AREAS EXHIBIT



DRAFT

Scale: 1" = 3000'

THIS IS NOT A "LAND SURVEY PLAT" OR IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. THIS EXHIBIT IS INTENDED TO DEPICT THE ACCOMPANYING PARCEL DESCRIPTIONS. RECORD INFORMATION SHOWN HEREON IS BASED ON TITLE DOCUMENTS PROVIDED BY CLIENT.

DATE:
FSI JOB NO. 06-51,569



Flatirons, Inc.
3825 IRIS AVENUE, SUITE 100
BOULDER, CO 80301
PHONE: (303) 443-7001
FAX: (303) 443-9830
www.flatsurv.com

5. GEOGRAPHIC SCOPE

This subcontract is for services within the legal boundaries of the Central OU, which is part of the Rocky Flats Site. Parcels A-1, A-2, and C are also included in this Subcontract (refer to Figure 3). Areas along the western boundary of the Rocky Flats National Wildlife Refuge (formerly the Buffer Zone) used for commercial business ventures (e.g., mining operations) are excluded from this subcontract. A copy of the legal perimeter boundary descriptions is available on request.

As stated earlier, the Central OU is surrounded by a four-strand barbed wire fence. Access to the Central OU is via the primary access road, east of State Highway 93.

6. HEALTH AND SAFETY

All work performed shall be conducted in accordance with safety regulations promulgated by DOE, the Occupational Safety and Health Administration, and Subcontract documents, and in accordance with the Legacy Management Sites Health and Safety Plan.

Immediately report to Contractor any accident involving personal injury or property damage, however minor, as well as any illness or injury known or suspected to have an occupational cause. The Subcontractor shall cooperate fully with Contractor and DOE personnel in any investigation of an accident, illness, or injury. The Subcontractor shall notify the on-site Contractor prior to the arrival of any lower-tier subcontractors or suppliers. The Subcontractor shall ensure that all lower-tier subcontractors and suppliers are briefed on the applicable safety requirements of the site and that these requirements are enforced.

7. QUALITY ASSURANCE

The Subcontractor will use trained, qualified personnel to perform these activities. Reports to the Contractor will clearly identify the LM Rocky Flats site and contract number.

8. CONTRACTOR REPRESENTATIVES

- A. Inquiries, including site familiarization tours, relative to this SOW shall be directed to Jeremiah McLaughlin, **Technical Monitor**, at office phone number 720-377-9676, or field cell number 303-994-5133 or e-mail at jeremiah.mclaughlin@lm.doe.gov.
- B. The **Contract Administrator** for this Project is Bob Jordan (970-248-6686). Mr. Jordan will be responsible for all administrative issues. All contract modifications, invoices, submittals, and other administrative issues shall be coordinated through the Contract Administrator.

TERMS AND CONDITIONS SERVICE

1. **DEFINITIONS** – The following definitions apply:
 - 1.1 **DOE** means the United States Department of Energy (or US DOE)
 - 1.2 **Government** means the Federal Government of the United States of America
 - 1.3 **Buyer** means S.M. STOLLER CORP. (STOLLER)
 - 1.4 **Seller** means the individual or organization to which this **Order** is addressed
 - 1.5 **Contracting Officer** means the Government official, or any duly appointed successor or representative, who executed the prime contract between DOE and STOLLER by which STOLLER is authorized to acquire services.
 - 1.6 **Procurement Representative** means the Buyer, Purchasing Agent, Contract Administrator or any other delegated representative of the S.M. Stoller Corporation Contracts Department.
 - 1.7 **Order** means the subcontract or purchase order between Buyer and Seller
 - 1.8 **(MFD)** means the clause is a Mandatory Flow Down and must be passed down to lower-tier subcontractors
2. **ACCEPTANCE & ENTIRE AGREEMENT**
 - 2.1 This **Order** embodies the entire agreement between **Buyer** and **Seller** and supersedes all other writings. The parties shall not be bound by, or be liable for, any statement, representation, promise, inducement or understanding not set forth herein. The contract resulting from the acceptance of this **Order** shall be construed according to the laws of the State of Colorado including the uniform Commercial Code as adopted in Colorado, and the common law of Federal Contracts.
 - 2.2 **Buyer** recognizes that the **Seller** may desire to utilize its own form of acknowledgement of this **Order**. All material and non-material provisions in **Seller's** form of acceptance which modify, conflict with, contradict, or are in addition to any provisions in this **Order** or any warranties or rights granted to **Buyer** under the Uniform Commercial Code are rejected by **Buyer** and shall be deemed to be waived by **Seller**, unless expressly agreed to in writing by **Buyer**. **Seller** warrants that it is fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the work under this **Order**.
3. **ASSIGNMENT**
 - 3.1 **Buyer** may assign this **Order** to **DOE** or to such contractor as **DOE** may designate to perform **Buyer's** obligation hereunder. Upon receipt by the **Seller** of written notice that **DOE** or a contractor so designated by **Buyer** or **DOE** has accepted an assignment of this **Order** and assumed such obligations, **Buyer** shall be relieved of all responsibility hereunder and the **Seller** shall thereafter look solely to such assignee for performance of the Contractor's obligations.
 - 3.2 The **Seller** shall not assign this **Order** or any interest therein, nor claims hereunder, without the prior written consent of **Buyer** or the assignee.
 - 3.3 Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15); if this **Order** provides for payment aggregating \$1,000.00 or more, claims for monies due or to become due to the **Seller** from **Buyer** under this **Order** may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this **Order** and not already paid and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party, as agent or trustee for two or more parties participating in such financing.
4. **CHANGES – FIXED PRICE**
 - 4.1 **Buyer** may at any time, by written notice, and without notice to the sureties, if any, make changes within the general scope of this **Order** in any one or more of the following:
 - 4.1.1 Description of service to be performed
 - 4.1.2 Time of performance (i.e. hours of the day, days of the week, etc.)
 - 4.1.3 Place of performance of the service
 - 4.2 If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this **Order** an equitable adjustment shall be made in the price or delivery schedule, or both, and this **Order** shall be modified in writing accordingly.
 - 4.3 Any claim by **Seller** for an adjustment must be made in writing within thirty (30) days of receipt of any such notice.
 - 4.4 Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the **Seller** from proceeding without delay to perform this **Order** as changed.
 - 4.5 **Buyer** shall not pay for any additional or extra work unless **Buyer's Procurement Representative** has specifically authorized such work.
- 4A **CHANGES – TIME & MATERIAL OR LABOR HOUR**
 - 4A.1 **Buyer** may at any time, by written notice, and without notice to the sureties, if any, make changes within the general scope of this **Order** in any one or more of the following:
 - 4A.1.1 Description of service to be performed
 - 4A.1.2 Time of performance (i.e. hours of the day, days of the week, etc.)
 - 4A.1.3 Place of performance of the service
 - 4A.2 If any such change causes an increase or decrease in any hourly rate, ceiling price, or the time required for the performance of any part of the work under this **Order** , or otherwise affects any other provision of this **Order** an equitable adjustment shall be made in any one or more of the following, and this **Order** shall be modified in writing accordingly:
 - 4A.2.1 Ceiling price
 - 4A.2.2 Hourly rates
 - 4A.2.3 Equipment rental rates

- 4A.2.4 Completion date
- 4A.2.5 Other affected items
- 4A.3 Any claim by **Seller** for an adjustment must be made in writing within thirty (30) days of receipt of any such notice.
- 4A.4 Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the **Seller** from proceeding without delay to perform this **Order** as changed.
- 4A.5 **Buyer** shall not pay for any additional or extra work unless **Buyer's Procurement Representative** has specifically authorized such work.
- 5. DISPUTES
 - 5.1 In the event of any claim or controversy either Party may give a Notice of Action, and each Party agrees to attempt to negotiate a resolution in good faith within 30 calendar days following receipt of the Notice of Action.
 - 5.2 If the Action is not resolved each party shall have 60 days to give notice the Action will be settled through binding arbitration pursuant to the rules of the American Arbitration Association.
 - 5.3 A sole arbitrator who is selected jointly by the parties will hold arbitration at a mutually agreeable location.
 - 5.4 Each party shall bear the costs of preparation and presentment of its case, with arbitrator fees shared equally. All other costs shall be borne by the losing Party, unless the award defines otherwise.
- 6. TERMINATION
 - 6.1 **Buyer** may, by written notice, terminate this **Order**, in whole or in part, without cause if it is in the best interests of the **Buyer** to do so. In such event, **Buyer** shall pay to **Seller** the price for goods or materials or services delivered or performed up to the date of termination, but shall have no further liability hereunder.
 - 6.2 **Buyer** may, by written notice, terminate this **Order**, in whole or in part, with cause if the **Seller** fails to cure any material failure to perform, discharge or fulfill its obligations under this **Order** including, but not limited to, failure to make any shipment in accordance with the agreed shipping date or schedule or otherwise fails to observe or comply with any of the other instructions, terms and conditions or warranties applicable to this **Order** within ten (10) days after receipt of a written cure notice from the **Buyer**.
- 7. WARRANTY
 - 7.1 **Seller** warrants that all goods and services covered by this **Order** shall be free from defects in design and workmanship and shall comply with the requirements set forth in this **Order**. Should any failure to fulfill such warranty appear within one (1) year after **Buyer's** acceptance of such design or workmanship and **Seller** is promptly notified in writing by **Buyer** of such failure, **Seller** shall, at **Seller's** expense and as **Buyer** may direct, repair or replace such design or workmanship or refund the entire **Order** price paid by the **Buyer** to **Seller** therefore.
 - 7.2 The provisions of this clause shall apply notwithstanding inspection, acceptance or any other provision of this **Order** and shall be in addition to any other rights and remedies of **Buyer** including, but not limited to, those for latent defects, fraud, or gross negligence.
- 8. GRATUITIES
 - 8.1 The **Buyer** prohibits their employees from using their official position for personal gain or from accepting any personal advantage that might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties.
 - 8.2 The **Seller** shall not, under any circumstances which might reasonably be interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of the **Buyer** and shall not accept any gratuity or special favor from individuals or organizations with whom the **Seller** is doing business or proposing to do business in accomplishing work under this **Order**.
- 9. INVOICES/PAYMENT
 - 9.1 Invoices shall be submitted to the address on the face of this **Order**. Invoices must contain this **Order** number and be compatible with the elements and items of this **Order**.
Payment will be made in accordance with the terms of payment stated in this **Order**, however **Seller's** deviations from these instructions may cause delay in payment, or the rejection and return of the invoice.
 - 9.2 All payments are contingent on acceptance of the services by the **Buyer**.
- 10. REMEDIES/WAIVER
 - 10.1 The remedies provided in the Order shall be cumulative and in addition to any other legal or equitable remedies available to the Buyer.
 - 10.2 No waiver by Buyer of a breach of any provision of this Order or of any right shall constitute a waiver of any breach of such provision or of any other provision or right.
 - 10.3 No failure or delay by Buyer to exercise any right, power, or privilege hereunder shall operate as a waiver thereof.
- 11. CONTRACTUAL DIRECTION
 - 11.1 Sole authority to make changes or amendments to this Order and to effect deviations (by way of addition or deletion) from the work specified herein is hereby granted by Buyer to the Procurement Representative of this Order.
 - 11.2 All contractual direction in order to be valid must be written and signed by the Procurement Representative.
 - 11.3 The Seller shall bear all costs for any work performed outside the terms, conditions or provisions of this Order not authorized in writing by the Procurement Representative.
- 12. INSURANCE/LICENSES/PERMITS
 - 12.1 **Seller** shall procure and maintain as a minimum the following insurance:
Comprehensive automobile - \$500,000.00 per occurrence combined single limit for bodily and property damage.
Comprehensive general liability shall have a \$500,000/\$500,000 limit per each occurrence aggregate, combined single limit for bodily injury and property damage.
Workman's Compensation in statutory amounts.
 - 12.2 Prior to Seller beginning work, it shall furnish to the Buyer's Procurement Representative its Certificates of Insurance naming the Buyer as additional insured.
 - 12.3 The **Seller** shall also provide Certificates of Insurance for its lower-tier subcontractors, if used.

- 12.4 The **Seller** indemnifies and save harmless the **Buyer**, its employees, and agents from and against liability, demands, claims, damage and expense by reason or on account of property damage, death and personal injury of whatsoever nature of kind arising out of, as a result of, or in connection with the performance of this Order which is occasioned by the actions or omissions of Seller or its suppliers or lower-tier subcontractors.
- 12.5 Seller shall be responsible for obtaining and paying for any licenses or permits required for the work under this Order.
13. STOP WORK
- 13.1 **Buyer** may, at any time, by written order to the Seller, require Seller to stop all or any part of the work called for in this Order for a period of up to 90 days and for any further period to which the parties agree.
- 13.2 Upon receipt of the stop work order, the Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Order during the period of work stoppage.
- 13.3 At the expiration of the stop work order the Buyer shall either cancel the stop work order or terminate this Order as provided in the Termination Clause of these Terms and Conditions.
14. HEALTH AND SAFETY
- 14.1 **(MFD) Seller** and its lower-tier subcontractors shall comply with all Occupational Safety and Health Administration (OSHA), DOE , other Federal , State and local agency regulations and standards.
- 14.2 **(MFD)** Applicable portions of Occupational Safety & Health Standards 29 CFR 1910, and Safety and Health Regulations for Construction 29 CFR 1926 apply to this **Order**
- 14.3 **(MFD)** Worker Safety and Health Rule 10 CFR 851 applies to this **Order**.
- 14.4 **(MFD) Seller** is required to participate in the **Buyer's** Worker Safety and Health Program (WSHP) which has been approved by the U.S. Department of Energy (DOE).
- 14.5 There are severe penalties for non-compliance with 10 CFR 851. Should the **Buyer** be penalized as a result of the **Seller's** negligence, indifference or fraud the **Seller** shall be liable for the penalty.
15. WORKMANSHIP
- 15.1 **Seller** shall employ only competent and skilled personnel to perform the work under this **Order**.
- 15.2 **Seller** warrants that all workmanship shall be first class and of the highest quality.
- 15.3 **Seller** shall, at the **Buyer's** request, remove from the work any **Seller** personnel who are acting in violation of any provision of this **Order**, including but not limited to, health and safety or security rules and regulations, or at the **Buyer's** sole discretion, determined to be undesirable or unfit for the work.
- 15.4 The **Seller** at all times shall keep the work site, including storage areas free from accumulations of waste materials or rubbish and prior to completion of the work remove any rubbish from the premises and all tools, scaffolding, equipment and materials not the property of the **Buyer**. Upon completion of the work the **Seller** shall leave the work site in a clean, neat, and workmanlike condition satisfactory to the **Buyer**.
16. INSPECTION OF SERVICES
- 16.1 The **Buyer** and **DOE** through any authorized representatives shall have the right, at all reasonable times, to observe or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. All inspections and evaluations will be conducted in such a manner as will not unduly delay the work.
- 16.2 Any inspection or evaluation does not constitute or imply acceptance so as to relieve the **Seller** or its lower-tier subcontractor from any responsibility regarding defects or other failures to meet the requirements of this **Order**.
17. NON-SUPERVISION OF **Seller** EMPLOYEES AND STANDARDS OF CONDUCT
- 17.1 The **Buyer** will not exercise any supervision or control over **Seller's** employees performing services under this **Order**. The **Seller's** employees are accountable solely to the **Seller's** management, who in turn is responsible for performance to **Buyer**.
- 17.2 The **Seller's** employees shall maintain satisfactory standards of conduct and safety. They must be polite and courteous at all times when dealing with **DOE/Buyer** employees.
18. ADDITIONAL PROVISIONS
- This **Order** incorporates one or more clauses by reference, with the same force and effect as if they were given in full text, except where it says '**Government**' insert 'Contractor' (**Buyer**), and where it says 'Contractor' (**Buyer**) insert 'Subcontractor' (**Seller**). Upon request, the **Procurement Representative** will make their full text available. Also, the full text of a clause may be accessed electronically at:

Federal Acquisition Regulations (FAR) <http://arnet.gov/far/index/html>
Department of Energy Regulations (DEAR) <http://www.professionals.doe.gov>

19. APPLICABLE TO ALL **Orders**
- 19.1 Order of Precedence **FAR52.215-8**
- 19.2 Convict Labor **FAR52.222-3**
- 19.3 **(MFD)** Prohibition of Segregated Facilities **FAR52.222-21**
- 19.4 **(MFD)** Equal Opportunity **FAR52.222-26**
- 19.5 **(MFD)** Affirmative Action for Workers with Disabilities **FAR52.222-36**
- 19.6 **(MFD)** Service Contract Act of 1965 **FAR52.222-41**
- 19.7 **(MFD)** Fair Labor Standards Act and Service Contract Act – Price Adjustment **FAR52.222-43**
- 19.8 **(MFD)** Combating Trafficking in Persons **FAR52.222-50**
- 19.9 Privacy Act **FAR52.224-2**
- 19.10 **(MFD)** Restrictions on Certain Foreign Purchases **FAR52.225-13**
- 19.11 Limitation of Liability **FAR52.246-25**
- 19.12 **(MFD)** Preference for Privately Owned U.S. Flag Commercial Vessels **FAR52.247-64**
- 19.13 **(MFD)** Printing DEAR952.208-70
- 19.14 Laws and Regulations **DEAR970.5204-2**

20. APPLICABLE TO **Orders** REQUIRING ACCESS TO DOE OWNED AND/OR CONTROLLED PROPERTY

20.1 (MFD) Whistleblower Protection for Contractor Employees **DEAR952.203-70**

20.2 (MFD) ACCESS TO DOE-OWNED OR LEASED FACILITIES - The performance of this **Order** requires that employees of the **Seller** have physical access to **DOE**- owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The **Seller** understands and agrees that **DOE/Buyer** have a prescribed process with which the **Seller** and its employees must comply in order to receive a security badge that allows such physical access. The **Seller** further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant material facts from any Questionnaire for the National Security Position (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer;
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

The **Seller** shall assure:

- (1) In initiating the process for gaining access, (i) compliance with procedures established by **DOE/Buyer** in providing its employee(s) with any forms directed by **DOE/Buyer**, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by **DOE/Buyer**.
- (2) In completing the process for gaining physical access, that its employee (i) cooperates with the **DOE/Buyer** officials responsible for granting access to **DOE**- owned or leased facilities and (ii) provides additional information, requested by those **DOE/Buyer** officials.
- (3) The **Buyer** understands and agrees that **DOE/Buyer** may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless **DOE/Buyer** subsequently determines that access may be granted. Upon notice from **DOE/Buyer** that an employee's application for a security badge is or will be denied, the **Seller** shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by **DOE/Buyer** shall not be cause for extension of the period of performance of this **Order** or any **Seller** claim against **DOE/Buyer**.
- (4) The **Seller** shall return to the **DOE/Buyer** or designee the badge(s) or other credential(s) provided by **DOE/Buyer** Pursuant to this clause, granting physical access to **DOE**-owned or leased facilities by the **Seller's** employee(s), upon (1) the termination of this **Order**; (2) the expiration of this **Order**; (3) the termination of employment on this **Order** by an individual employee; or (4) demand by **DOE/Buyer** for return of the badge.
- (5) The **Seller** shall include this clause, including this paragraph (e), in any lower-tier subcontract, awarded in the Performance of this **Order**, in which an employee(s) of the lower-tier subcontractor will require physical access to **DOE**- owned or leased facilities.

21. APPLICABLE TO **Orders** CONTAINING CLASSIFIED/CONFIDENTIAL/PROPRIETARY INFORMATION

21.1 (MFD) Classify/Declassify **DEAR952.204-70**

21.2 (MFD) Security Requirements **DEAR952.204-2**

21.3 Except as specifically authorized by this **Order**, or as otherwise approved by the **Buyer**, information and other data developed or acquired by or furnished the **Seller** in the performance of this **order**, shall be used only in connection with the work under this **Order**.

21.4 (MFD) CONFIDENTIALITY OF INFORMATION - To the extent that the work under this **Order** requires that the **Seller** be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to the **DOE/Buyer** or other entities is clearly marked as confidential or proprietary, the **Seller** shall, after receipt thereof, treat such information in confidence and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the **Procurement Representative**. The foregoing obligations, however, shall not apply to:

- (1) Information or data that is in the public domain at the time of receipt by the **Seller**;
- (2) Information or data which is published after receipt thereof by the **Seller** or otherwise becomes part of the public domain through no fault of the **Seller**;
- (3) Information or data that the **Seller** can demonstrate was already in its possession at the time of receipt thereof and was not acquired directly or indirectly from the **DOE/Buyer** or other companies; or
- (4) Information or data that the **Seller** can demonstrate was received by it from a third party that did not require the **Seller** to treat it in confidence.

The **Seller** agrees to enter into an agreement, identical in all material respects to the requirements herein, with each entity supplying such confidential or proprietary information or data to the **Seller** under this **Order** and to supply a copy of such agreement to the **Buyer's Procurement Representative**. Upon request of the **Buyer's Procurement Representative** the **Seller** shall furnish reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the **Seller** with such information or data.

The **Seller** shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the **Seller** is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the **Seller's** organization directly concerned with the performance of this **Order**. Notwithstanding the foregoing **Seller**- employee

agreement, upon request of the **Buyer's Procurement Representative** the **Seller** agrees to obtain from each employee a confidentiality agreement acceptable to the **Buyer's Procurement Representative**.

This clause, including this paragraph shall be included in lower-tier **Orders** if there is a requirement or there becomes a requirement that the **Seller** be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

22. APPLICABLE IF THIS **Order** INVOLVES GOVERNMENT FURNISHED PROPERTY
 - 22.1 Government Property – FP **DEAR952.245-2**
 - 22.2 Government Property– T&M, LH **DEAR952.245-5**
26. APPLICABLE IF THIS **Order** EXCEEDS \$100,000.00
 - 23.1 **(MFD)** Anti Kick-Back **FAR52.203-7**
 - 23.2 **(MFD)** Authorization and Consent **FAR52.227-1**
 - 23.3 Certification of Independent Price determination **FAR52.203-2**
 - 23.4 **(MFD)** Contract Work Hours and Safety Standards Act – Overtime Compensation **FAR52.222-4**
 - 23.5 Covenant Against Contingent Fees **FAR52,203-5**
 - 23.6 Drug Free Workplace **FAR52.223-6**
 - 23.7 **(MFD)** Employment Reports on Special Disabled Veterans of the Viet Nam era and Other Eligible Veterans **FAR52.222-37**
 - 23.8 **(MFD)** Equal Opportunity for Special Disabled Veterans of the Viet Nam era and Other Eligible Veterans **FAR52.222-35**
 - 23.9 Federal, State and Local Taxes **FAR52.229-3**
 - 23.10 Gratuities **FAR52.203-3**
 - 23.11 **(MFD)** Limitation on Payments to Influence Certain Federal Transactions **FAR52.203-12**
 - 23.12 **(MFD)** Notice and Assistance regarding Patent and Copyright Infringement **FAR52.227-2**
 - 23.13 **(MFD)** Notification of Employee Rights Concerning Payment of Union Dues **FAR52.222-39**
 - 23.14 Organizational Conflict of Interest **DEAR952.209-72**
 - 23.15 **(MFD)** Restrictions on Subcontractor Sales to the Government **FAR52.203-6**
 - 23.16 Utilization of Small Business Concerns **FAR52.219-8**
24. APPLICABLE IF THIS **Order** EXCEEDS \$500,000.00
 - 24.1 **(MFD)** Displaced Employees Hiring Preference **DEAR952.226-74**
25. APPLICABLE IF THIS **Order** EXCEEDS \$650,000.00 *(Not applicable if competition or commercial)*
 - 25.1 Price Reduction for Defective Cost or Pricing Data **FAR52.215-10**
 - 25.2 Price Reduction for Defective Cost or Pricing Data – Modifications **FAR52.215-11**
 - 25.3 **(MFD)** Subcontractor Cost or Pricing Data **FAR52.215-12**
 - 25.4 Subcontract Cost or Pricing Data – Modifications **FAR52.215-13**
 - 25.5 **(MFD)** Requirement for Cost or Pricing Data or Information other than Cost or Pricing Data-Modifications **FAR52.215-21**
26. APPLICABLE IF THIS **Order** INVOLVES DRILLING
 - 26.1 When it is necessary to fish for tools in the hole;
 - 26.1.1 The **Seller** shall notify the **Buyer** or his authorized on-site representative of the existing conditions immediately, to be confirmed in writing as soon as practicable. The **Buyer** will review and evaluate the circumstances resulting in the loss of the tools in the hole.
 - 26.1.1.1 If the investigation by the **Buyer** shows that the **Seller** was neither negligent nor in violation of good drilling practices, the **Seller** will not be held responsible for costs resulting from the loss of tools or for costs of fishing efforts conducted to recover lost tools. The value of the **Seller**-owned tools lost or damaged in the hole will be equitably reimbursed in accordance with the scope of the CHANGES clause herein.
 - 26.1.1.2 If the **Buyer's** investigation shows that the **Seller** was negligent or was in violation of good drilling practice in the performance of his duties, the **Seller** will not be compensated.
 - 26.1.2 The **Buyer** shall determine the time spent in any fishing operation.
 - 26.1.3 If the necessity for fishing arises under 26.1.1.1 above, the **Seller** shall be paid the applicable hourly rate of the Unit Price Schedule of this **Order**.
 - 26.2 A hole shall be termed "lost" if the **Buyer** determines that the condition of the hole will prevent its successful completion or if for any reason the **Buyer** deems it impractical to continue drilling. If the **Buyer** determines that a hole has been lost before the required depth has been attained, and that further attempts to complete it will be impractical, he shall order work on the hole stopped, shall investigate the circumstances and render his decision in writing. The **Buyer** may, at its option, order the commencement of work at an alternate location.
 - 26.2.1 If the **Buyer** determines that the hole has been lost for reasons beyond the control of the **Seller**, and the loss was unavoidable in spite of the **Seller's** precautions, the **Seller** shall be paid in accordance with the Unit Price Schedule of this **Order**.
 - 26.2.2 If the **Buyer** determines that a hole has been lost for reasons set forth in paragraph 26.2.1 and he orders commencement of drilling operation at an alternate location, adjustments to cover the time and cost of rig-down, move and rig-up will be negotiated under the CHANGES clause herein. Drilling and other work at the alternate location shall be performed and paid in accordance with the specifications and Unit Price Schedule of this **Order**.
 - 26.2.3 If the **Buyer** determines the hole was lost due to the **Seller's** negligence or violation of good drilling practices, the **Seller** will not be compensated, except in the event the **Buyer** determines portions of the work have beneficial value.
 - 26.2.4 If the **Buyer** determines the hole was lost for reasons in 26.2.3 above, and orders an alternate hole be drilled the **Seller** will not be compensated for rig-down, move and rig-up.
 - In the event that, prior to completion, a hole covered by this **Order** is abandoned:
 - 26.2.5 Abandonment, as used in this clause means at the convenience of the **Buyer**.
 - 26.2.6 The **Seller** shall be paid in accordance with the Unit Price Schedule of this **Order**.
 - 26.2.7 Special items or services to accommodate the abandonment, as directed by the **Buyer**, shall be resolved under the

CHANGES clause herein.

It is the responsibility of the **Seller** to immediately notify the **Buyer** if abnormal conditions arise.

26.3 The **Seller** is liable at all times for damage to or destruction of the **Seller's** equipment, machinery, appliances and in-hole Equipment, except when conditions in 26.1 above exist.

26.3.1 The **Buyer** is not liable for compensation to the **Seller** for any stated loss except if loss or damage is caused by Negligence of the **Buyer**, its agents or employees.

26.4 Any dispute under this paragraph shall be subject to the DISPUTES clause.

27 APPLICABLE IF THIS **Order** INVOLVES HAZARDOUS MATERIALS

27.1 Radiation Protection

27.1.1 The **Seller** and all lower-tier subcontractors shall comply with applicable provisions of the **Buyer's** Radiation Protection Program (RPP) as incorporated in the site specific Radiological Works Permits (RWPs). The **Buyer's** Health and Safety personnel will enforce radiological safety and health provisions pursuant to the requirements of this Order.

27.1.2 Actions resulting in noncompliance with this section shall be addressed and may cause suspension of work.

27.1.3 **Seller** personnel assigned to work in radiological areas shall be trained by the **Buyer** on the requirements of the Radiation Protection Program.

27.1.4 All items, including vehicles and equipment leaving the jobsites that are posted as Contamination Areas shall be subject to a **Buyer** survey for radiological contamination prior to release. Advance notice to the **Buyer** of four (4) hours is required for large items and equipment. Delays and/or postponements may result because of inadequate conditions.

27.2 Hazardous Substance/Hazardous Waste

27.2.1 Should a reportable release of hazardous substance occur during work under this **Order** the **Seller** shall notify the National Response Center as required by 40 CFR part 302, and shall also immediately notify **Buyer**.

27.2.2 If at any time while performing work under this **Order** the **Seller** encounters materials defined in the Environmental Protective Agency regulation 40 CFR Part 261, and/or Colorado regulation 6 CCR 1007-3 the **Seller** shall not handle Or disturb such material without instructions from the **Buyer**. The **Seller** shall not handle or disturb any hazardous material unless specifically authorized in writing to do so by the **Buyer**.

27.2.3 If the work under this **Order** involves the handling or removal of material containing both radioactive materials and hazardous waste or hazardous substances by the **Seller** shall not perform the work until the **Buyer** arranges for disposal or treatment of such material in accordance with applicable law.

27.3 Hazardous material Identification and Material Safety Data

27.3.1 The **Seller** agrees to submit a Material Safety Data Sheet to the **Buyer's Procurement Representative** (Department of Labor Form OSHA-20), as prescribed in Federal Standard No. 313B, for all hazardous materials 5 days before delivery of the materials, whether or not listed in Appendix A of the Standard. This obligation applies to all materials delivered under this **Order**, which will involve exposure to hazardous materials or items containing these materials.

27.3.2 "Hazardous material", as used in this clause is as defined in Federal Standard No. 313B.

27.3.3 Neither the requirement of this clause nor any act of failure to act by the **Buyer** shall relieve the **Seller** of any responsibility or liability for the safety of **DOE/Buyer**, or other personnel or property.

27.3.4 Nothing contained in this clause shall relieve the **Seller** from complying with applicable Federal, state and local laws, cods, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

27.4 (MFD) Toxic Chemical Release Reporting FAR52.223-14

27.5 (MFD) Nuclear Hazards Indemnity Agreement DEAR952.250-70