

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
NORTHWEST COLORADO FIRE MANAGEMENT UNIT**

AND THE

**COLORADO DEPARTMENT OF PUBLIC SAFETY
DIVISION OF FIRE PREVENTION AND CONTROL**

AND THE

BOARD OF COUNTY COMMISSIONERS OF MOFFAT COUNTY, COLORADO

AND THE

CITY OF CRAIG, COLORADO

FOR THE USE OF THE

**CRAIG/MOFFAT COUNTY AIRPORT FOR SINGLE ENGINE AIR TANKER (SEAT),
FIXED WING, AND HELICOPTER OPERATIONS IN SUPPORT OF WILDLAND
FIREFIGHTING EFFORTS**

I. Introduction

This Memorandum of Understanding ("MOU") is between the United States Department of the Interior, Bureau of Land Management, Northwest Colorado Fire Management Unit ("BLM"), the Colorado Department of Public Safety, Division of Fire Prevention and Control ("DFPC"), and the Board of County Commissioners of Moffat County, Colorado ("BOCC") and the City of Craig, Colorado; jointly referred to as the "Parties."

II. Purpose

- A. The purpose of this MOU is to provide procedures and guidance for the coordination and cooperation between the Parties in supplying a base of operations at the Craig/Moffat County Airport for BLM and DFPC single engine air tankers (SEAT), fixed-wing aircraft, and firefighting helicopters in order to enhance federal, state, and local wildland fire suppression capabilities in the greater Moffat County Colorado area.

III. Background

- A. No MOU is or has been in place between the Parties for coordinated SEAT, fixed-wing aircraft, or helicopter operations.
- B. Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

IV. Authorities

- A. The authorities for BLM to enter into this agreement include, but are not limited to, the following:
 - 1. Federal Land Policy and Management Act of 1976; 43 U.S.C. § 1701, et seq.
 - 2. BLM Manuals 9111, 9200, 9430, 9400
- B. DFPC is a division of the Department of Public Safety, a principal department of the executive department of state government created and authorized pursuant to Colorado Revised Statutes § 24-1-110 (1) (u), § 24-33.5-103, and § 24-33.5-1201, et seq.

V. Roles and Responsibilities

- A. The BLM and DFPC roles and responsibilities include:
 - 1. Coordinating with the Craig/Moffat County Airport Manager and/or Fixed Base Operator (FBO) for overnight aircraft parking.
 - 2. Coordinating with the Airport Manager if site alterations need to be made for minor adjustments to the general operational area in order to accommodate temporary facilities such as water storage tanks, retardant, fuel, office space and support equipment.
 - 3. Ensuring all personnel transporting retardant and other supplies stay on appropriate roads or routes designated by the Airport Manager or FBO.
 - 4. Coordinating with the Airport Manager to secure gate access for authorized personnel.
 - 5. Ensuring all personnel involved in SEAT, fixed-wing aircraft, and helicopter operations are briefed on proper airport and security procedures.
 - 6. Keep the ramp and operations area clean and free of stains, trash, and debris.
 - 7. Comply with all airport rules and regulations.

- B. The BOCC and City of Craig, Colorado roles and responsibilities include:
1. Authorizing the BLM and DFPC the use and control of an area in the southeast corner of the ramp of the Craig/Moffat County Airport adjacent to the FBO. This area will be the primary SEAT operational area. Such use includes the use of the grounds immediately adjacent to the area for parking, porta-tanks, and retardant storage.
 2. Authorizing the BLM and DFPC the use of the recycled asphalt area to the west of the ramp of the Craig/Moffat County Regional Airport for light, medium, and heavy helicopter and associated vehicle parking. Such use includes fueling and maintenance activities.
 3. Approve an area for overnight parking of support vehicles, trailers, and equipment. Fueling vehicles to park in designated areas only.
- C. The joint roles and responsibilities of the Parties include:
1. Coordinating to determine an equitable means of billing for water usage associated with SEAT and aerial firefighting operations.
 2. Conducting pre- and post-use inspections of the general operations area. The purpose of this mutual inspection is to ensure the site is well maintained and restored as closely as is possible to its original condition.
- D. Claims for Damage
1. The BOCC, City of Craig and DFPC may file a claim with the Colorado BLM State Office for any damages to their property that result from SEAT, fixed-wing aircraft, or helicopter operations. BLM will process any claims pursuant to applicable federal laws, regulations and procedures. The United States' liability for any claims for property damage, personal injury or death caused by negligent acts of Federal employees in connection with SEAT, fixed-wing, or helicopter operations is governed by the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 2671-2680.
 2. Any claims filed against the DFPC or its employees must comply with the requirements of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as applicable. The State of Colorado will process any claims pursuant to applicable laws, regulations, and procedures.

VI. Representatives

The Parties will designate representatives as specified in Exhibit A to ensure coordination during the implementation of this MOU. The Parties may change their point of contact at any time by providing a revised Exhibit A to the other Parties. Any revisions must be added to the official file maintained in the Fire Business Administrative Assistant's Business Files at the BLM Northwest Colorado Fire Management located in the Little Snake Field Office at 455 Emerson Street, Craig, CO.

VII. Funding

- A. Subject to the availability of funds, the Parties agree to fund their own expenses associated with the implementation of this MOU.
- B. Nothing contained herein shall be construed as obligating BLM to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

VIII. Records

- A. The Parties may maintain their own records of any records or documents generated as a result of this MOU. All records maintained by the BLM shall become part of the official BLM record maintained in accordance with BLM record management policies. Any request for the release of BLM records associated with the implementation of this MOU to anyone outside the Parties must be approved by BLM based on applicable laws, including the Freedom of Information Act and the Privacy Act.

IX. Compliance with Applicable Laws and Regulations; Severability Clause

This MOU is subject to all applicable Federal and State laws, regulations and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the Parties under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

X. Term, Amendment, and Termination

- A. Term of MOU:
 - 1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU.
 - 2. This MOU shall remain in effect for five (5) years from the effective date unless terminated or cancelled prior to the expiration date.
- B. Amendments:
 - 2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

C. Termination:

1. This MOU may be terminated prior to the expiration date by any Party by providing written notice of such to all Parties at least 60 days prior to the effective date of the termination

XI. Third Party Beneficiaries

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

XII. Signatures

- A. All signatories have the appropriate delegation of authority to sign this MOU.
- B. The Parties hereto have executed this MOU on the dates shown below.



Joseph Meyer, District Manager
Bureau of Land Management, Northwest Colorado District

Dated: 10-2-15



John Kinkaid, Chair, Board of County Commissioners of
Moffat County, Colorado

Dated: Sept 22, 15



Paul Cooke, Director
Division of Fire Prevention and Control

Dated: 9.24.2015



Ray Beck, Mayor City of Craig

Dated: 9-22-2015