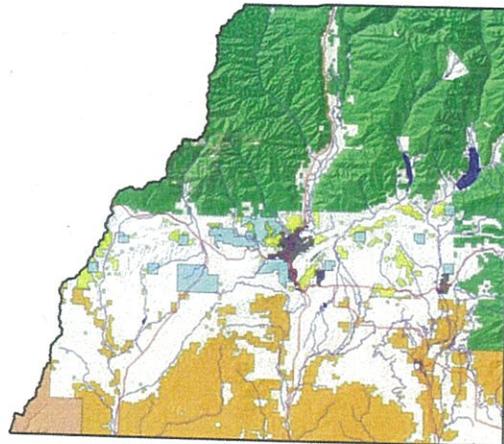


# 2014 LA PLATA COUNTY ANNUAL OPERATING PLAN

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## LPX AOP Summary

|                                 |  |                               |
|---------------------------------|--|-------------------------------|
| <b>Mutual Aid Zone</b>          |  |                               |
| <b>Mutual Aid Zone</b>          | 1 Mile either side of boundary   |                               |
| <b>Mutual Aid Period</b>        | Until 2400 or not to exceed 24 hours   |                               |
| <b>EFF County?</b>              | Yes  |                               |
| <b>EFF Minimum Commitment</b>   | <ul style="list-style-type: none"> <li>• Up to four (4) Type I support water tenders</li> <li>• One (1) Type II dozer</li> <li>• One (1) tractor truck with lowboy for transporting dozer</li> <li>• Up to three (3) total engines.</li> </ul> | 24 hour staffing if necessary |
| <b>Sheriff</b>                  | Duke Schirard  |                               |
| <b>Emergency Manager(s)</b>     | Butch Knowlton   | (970)249-8122                 |
| <i>*Primary county contacts</i> | Tom McNamara   | (970)749-3484                 |
| <b>Interagency Dispatch</b>     | DRC  | (970) 385-1324                |
| <b>Local Dispatch</b>           | Durango/La Plata Dispatch  | (970) 385-2900                |

|   |    |
|---|----|
| Contents  |    |
| PREAMBLE .....  | 4  |
| PURPOSE .....   | 4  |
| AUTHORITIES.....  | 4  |
| RECITALS .....  | 5  |
| INTERAGENCY COOPERATION.....                                  | 5  |
| Interagency Dispatch Centers .....                            | 5  |
| Interagency Resources.....                                    | 6  |
| Standards/Qualifications.....                                 | 6  |
| PREPAREDNESS .....  | 6  |
| Protection Planning .....                                     | 6  |
| Protection Areas and Boundaries .....                         | 7  |
| Methods of Fire Protection and Suppression .....              | 8  |
| Reciprocal (Mutual Aid) Fire Assistance.....                  | 9  |
| Acquisition of Services.....                                  | 10 |
| Joint Projects and Project Plans .....                        | 10 |
| Fire Prevention .....   | 10 |
| Public Use Restrictions.....                                  | 10 |
| Burning Permits.....  | 10 |
| Prescribed Fire (Planned Ignitions) and Fuels Management..... | 11 |
| Smoke Management .....  | 11 |
| OPERATIONS .....  | 11 |
| Fire Notifications.....                                       | 11 |
| Boundary Line Fires .....                                     | 12 |
| Response to Wildland Fire.....                                | 12 |
| Special Management Considerations .....                       | 14 |
| Decision Process.....   | 14 |
| Cooperation.....  | 15 |
| Communication .....   | 16 |
| Cost efficiency.....  | 16 |
| Delegation of Authority .....                                 | 16 |
| Preservation of Evidence.....                                 | 17 |
| STATE EMERGENCY FIRE FUND (EFF).....                          | 17 |

|   |    |
|---|----|
| USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES .....   | 19 |
| Cost Share Agreement (Cost Share Methodologies) .....   | 19 |
| Training .....  | 20 |
| Communication Systems .....   | 20 |
| Fire Weather Systems .....  | 21 |
| Aviation Operations .....   | 21 |
| Billing Procedures .....  | 23 |
| Cost Recovery .....   | 23 |
| GENERAL PROVISIONS .....  | 25 |
| Personnel Policy .....  | 26 |
| Modification .....  | 26 |
| Annual Review .....   | 26 |
| Duration of Plan .....  | 26 |
| Previous Plans Superseded .....   | 27 |
| SIGNATURES .....  | 28 |
| LA PLATA COUNTY SIGNATURES .....  | 28 |
| COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE .....  | 28 |
| FEDERAL LAND MANAGEMENT AGENCY SIGNATURES .....   | 29 |
| PLAN ACKNOWLEDGEMENT SIGNATURES .....   | 30 |
| EXHIBIT A: DEFINITIONS & ACRONYMS .....   | 31 |
| EXHIBIT B: MAPS .....   | 32 |
| EXHIBIT C: Wildfire Emergency Response Fund Operating Procedures .....  | 33 |
| EXHIBIT D: DRC Communications Plan .....  | 34 |
| EXHIBIT E: Interagency Fire Restrictions Criteria and Restriction Descriptions .....                                  | 35 |
| EXHIBIT F: 2014 Agreement Regarding Local Government Cooperative Wildland Fire<br>Management in La Plata County ..... | 36 |
| EXHIBIT G: Contacts .....   | 37 |

## **PREAMBLE**

This AOP is prepared pursuant to the Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement (Statewide Agreement) for the State of Colorado signed and dated June 1, 2011 and as amended in 2013.

## **PURPOSE**

The primary purpose of this AOP is to ensure prompt response to wildland fires in La Plata County, Colorado. This AOP is intended to set forth standard operating procedures, agreed upon procedures, and responsibilities to implement and pay for cooperative wildland fire management in wildland areas within La Plata County. All Participants agree to coordinate their wildland fire protection activities as outlined herein. It is understood by the Participants to this agreement that any resources ordered for a purpose other than wildland area fire management through this AOP are the financial responsibility of the ordering agency.

## **AUTHORITIES**

- Colorado Statewide Cooperative Wildland Fire Management and Stafford Act Response Agreement Between:
  - BUREAU OF LAND MANAGEMENT – COLORADO Agreement Number BLM-MOU-CO-538
  - NATIONAL PARK SERVICE – INTERMOUNTAIN REGION Agreement Number F1249110016
  - BUREAU OF INDIAN AFFAIRS – SOUTHWEST REGION (no agreement number)
  - UNITED STATES FISH AND WILDLIFE SERVICE – MOUNTAIN PRAIRIE REGION
  - UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE – ROCKY MOUNTAIN REGION Agreement Number FS-11-FI-11020000-017
- La Plata County, Intergovernmental Agreement for Participation in the Colorado Emergency Fire Fund, CSFS #108
- Agreement for Cooperative Wildfire Protection in La Plata County, CSFS #109
- 2014 Agreement Regarding Local Government Cooperative Wildland Fire Management In La Plata County

## **RECITALS**

Federal and non-federal lands in La Plata County are intermingled or adjacent in some areas. Wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other. Wildland fire protection responsibilities on non-federal land follows a hierarchy of local jurisdiction from Fire District to Sheriff to State of Colorado with the DFPC being the lead state agency for wildland fire management.

It is to the mutual advantage of the Participants to this AOP to coordinate efforts for the prevention, detection, and suppression of wildfires in and adjacent to their areas of responsibility, and to limit duplication and improve the effectiveness of wildland fire response.

## **INTERAGENCY COOPERATION**

### **Interagency Dispatch Centers**

#### Durango Interagency Dispatch

The DRC is located at the Public Lands Center in Durango CO. The DRC has the responsibility for initial attack and incident support for BIA, BLM, and USFS lands within La Plata County. DRC and the County are in close coordination with one another for response to fire incidents on state and private lands. DRC provides a communication link between local, state, tribal, and federal entities.

The DRC utilizes Wildcad while dispatching for initial attack and ROSS to dispatch resources beyond the mutual aid period. Resource status and availability may be updated at any time. Non-federal equipment and personnel require an approved CRRF prior to being dispatched through DRC.

#### Local Dispatch Centers

- The Durango/La Plata Emergency Communications Center is located in Durango CO and provides dispatch services to Durango, Fort Lewis Mesa, and Upper Pine Fire Protection Districts.
- The Southern Ute Dispatch Center is located in Ignacio CO and provides dispatch services to the Los Pinos Fire Protection District.

## Mobilization Guides

A variety of federal, state and local resources are also identified in the DRC Mobilization Guide, Chapters 60 – 80. If a non-federal Participants' resources are not listed in the DRC Mobilization Guide, those resource may nonetheless be available through one of the Local Dispatch Centers

## **Interagency Resources**

All wildland fire agencies are limited by current staffing and funding levels. Wildfire is normally a seasonal event in La Plata County and as such, fire suppression capability will vary by time of year.

## **Standards/Qualifications**

For District Fires, the Fire District shall determine the required qualifications and standards for all resources. For Sheriff and County Fires, the Sheriff shall determine the required qualifications and standards for all resources. For Multi-Jurisdictional Fires, the Incident Commander shall determine the required qualifications and standards for all resources. For State and Federal Fires, all personnel remaining on the wildland fire beyond the Mutual Aid Period are required to meet NWCG and incident qualification (PMS 310-1) standards, except that the County, the Sheriff, and the Fire Districts may provide non-certified support resources on State Fires. Likewise, for all wildland fires, the Sheriff may utilize non-certified support personnel to preserve the peace and provide for public safety pursuant to CRS § 30-10-501 et seq.

For District, Sheriff, and County Fires, the incident commander may utilize a private helicopter for wildland fire suppression activities and shall notify the DRC of such use. If, however, at any time an aerial resource is ordered from the DRC for a District, Sheriff, or County Fire, all private aerial resources without proper federal qualifications shall be immediately grounded or released

## **PREPAREDNESS**

### **Protection Planning**

#### La Plata County

- In coordination with the Fire Districts and other Jurisdictional Agencies, the La Plata County WildFire Protection Plan was developed to prioritize and guide wildland fire mitigation efforts.

### DFPC

- Maintains CRRFs, which identifies local resources available for fire suppression and enable entry into ROSS.
- Maintains cooperative fire protection agreements with each county in Colorado.
- Lead agency for maintaining and facilitating the County Annual Operating Plans.

### 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**

### **Responsibilities pursuant to state law**

#### Fire Department Responsibilities

The Chief of each Fire District, or his or her designee, is responsible for the management of wildland fires that occur within the boundaries of his or her district and that are within the capability of the Fire District to control or extinguish. CRS §§ 29-22.5-103(1)(A) & 32-1-1002(3)(a).

The Chief of each Fire District, or his or her designee, may transfer any wildland fire duty or responsibility to the County Sheriff with the concurrence of the Sheriff. CRS § 29-22.5-13(1)(c).

#### Sheriff Responsibilities

The Sheriff is the fire warden of the county and is responsible for the planning for, and the coordination of, efforts to suppress wildland fires occurring in the unincorporated area of the county outside the boundaries of a Fire District or that exceed the capabilities of a Fire District to control or extinguish. CRS §§ 29-22.5-103(2)(a) & 30-10-513(1)(a).

In the case of a prairie, forest, or wildland fire occurring within the boundaries of one or more Fire Districts that does not exceed the capabilities of the Fire District to control or extinguish, the Sheriff may assist the Chief of the Fire District in controlling or extinguishing such fire, and, in connection with such assistance, the Sheriff may solicit such additional assistance from such persons as the Sheriff and the Chief deem necessary. The Sheriff may assume command of such incidents with the concurrence of the Chief. CRS § 30-10-513(1)(b).

In the case of a wildland fire that exceeds the capabilities of the Fire District to control or extinguish and that requires mutual aid and outside resources, the Sheriff shall appoint a

qualified incident commander to provide the command and control infrastructure required to manage the fire. Upon the transfer of fire management from the Fire District to the Sheriff, the Sheriff shall upon said transfer assume financial responsibility for firefighting efforts on behalf of the County and the authority for the ordering and monitoring of resources. CRS § 30-10-513(1)(c).

In the case of a wildland fire that exceeds the capability of the County to control or extinguish, the Sheriff shall be responsible for seeking the assistance of the DFPC. The Sheriff and the DFPC shall enter into an agreement concerning the transfer of authority and responsibility for fire suppression under a unified command structure. CRS §§ 29.22.5-103(2)(c) & 30-10-513(1)(d).

#### DFPC Responsibilities

The DFPC may assume any of the Sheriff's wildfire duty or responsibility with the concurrence of the Sheriff. CRS § 30-10-513(2).

In the case of a wildland fire that exceeds the capability of the County to control or extinguish, the DFPC may assist the Sheriff in controlling or extinguishing such fires, and may assume command of such incidents with the concurrence of the Sheriff under a unified command structure. CRS § 29-22.5-103(3)(c).

In the case of a wildland fire that exceeds the capability of the County to control or extinguish, the Sheriff shall be responsible for seeking the assistance of the DFPC. The Sheriff and the DFPC shall enter into an agreement concerning the transfer of authority and responsibility for fire suppression under a unified command structure. CRS §§ 29.22.5-103(2)(c) & 30-10-513(1)(d).

#### Federal Agency Responsibilities

Federal Participants are responsible for wildland fire protection on the respective federal lands within their jurisdictional boundaries.

## **Methods of Fire Protection and Suppression**

The National Incident Management System (NIMS) and the Incident Command System ICS will be used to manage or suppress all wildland fires. Participants agree to cooperate in wildfire protection and suppression including Reciprocal Mutual Aid.

## **Reciprocal (Mutual Aid) Fire Assistance**

### Mutual Aid Period

Regardless of the time of day when resources first arrive on a wildland fire, the Mutual Aid Period will continue until midnight (2400 hours) unless extended by all affected Participants. However, the Mutual Aid Period will not be extended beyond 24 hours from the time resources first arrive on a wildland fire.

### Non-Mutual Aid Resources

The following resources are not considered Mutual Aid resources and a Participant may be financial responsibility if ordering such resources during the Mutual Air Period:

- Aerial Resources such as air attack, helicopters, seats, and heavy air tankers.
- Interagency Hotshot Crews
- Smoke Jumpers

### Mutual Aid Zone

For wildland fires during the Mutual Aid Period and within the Mutual Aid Zone, all of the Participants respectively pledge their good faith in attempting to assist each other based on their needs and requests for mutual aid. Each Participant agrees the primary concern is the appropriate suppression and/or management of the wildland fires and none will delay appropriate management and/or suppression efforts while deciding ultimate responsibility for such wildland fires. However, it is understood that no Participant shall be required to make resources or assistance available during the Mutual Aid Period if doing so poses an unreasonable or unnecessary risk to a Participant's personnel and resources, or otherwise would impair that Participant's ability to provide proper and effective emergency services within its own Jurisdictional Boundaries.

Unless otherwise agreed to, each Participant will assume fiscal responsibility for its own expenses, including costs for resources ordered, during the Mutual Aid Period for wildland fires within the Mutual Aid Zone. Further, each Participant is responsible for providing workers compensation insurance for its own personnel. Once a representative of the Jurisdictional Agency assumes the role of incident commander (i.e. the Initial Attack Period has formally ended) and other Participants' resources are no longer needed, the Jurisdictional Agency may release other Participants' resources prior to the end of the Mutual Aid Period. Likewise, the Jurisdictional Agency may execute a cost share agreement compensating other Participants for their resources and/or resources ordered by the Participant during the Mutual Aid Period.

## **Acquisition of Services**

NA

## **Joint Projects and Project Plans**

NA

## **Fire Prevention**

The signatories agree to cooperate in the development and implementation of fire prevention programs.

### Firewise Council of Southwest Colorado

Firewise of Southwest Colorado is a local grassroots, non-profit organization that seeks to keep lives, homes, and properties from being damaged by wildfire. It takes a three-pronged approach in this effort, offering education, planning and implementation (mitigation) support to local residents. FireWise has Neighborhood Ambassadors in many communities that may be helpful in disseminating information to residents during wildfire or other emergencies. If needed, contact Pam Wilson, Executive Director, or your local County FireWise Coordinator. Information on which communities are Firewise Communities or have Community Wildfire Protection Plans can be found at: [www.southwestcoloradofires.org](http://www.southwestcoloradofires.org). FireWise can also share information through their extensive e-mail list and on their Facebook page.

## **Public Use Restrictions**

Fire restrictions (i.e. burn bans) reduce the risk of human-caused fires during high fire danger and/or burning conditions and thereby protecting human life and property. Fire restrictions may be invoked by Federal Participants and the County. Similarly, the Fire Districts may refuse to issue open burning permits. Refer to the most current Interagency Fire Restriction Criteria and Restriction Descriptions in Exhibit E, for more details.

## **Burning Permits**

Section 105.6.6 of the 2003 International Fire Code as adopted by the County (i.e. Chapter 34 of the La Plata County Code) authorizes the Fire Districts to require open burning permits. Similarly, the Colorado Department of Public Health and Environment, Air Pollution Control

Division also requires separate open burning permits. County residents and visitors should contact the applicable Fire District for help determining if a Fire District open burning permit and/or a State open burning permit are required prior to burning materials or substances including rubbish, wastepaper, wood, vegetative material or any flammable material in an open environment.

## **Prescribed Fire (Planned Ignitions) and Fuels Management**

The Participants agree to cooperate in the development and implementation of prescribed burning programs, and will report all prescribed fire activities to the DRC, and the DRC will in turn notify the Local Dispatch Centers. Private burns will be reported to their Local Dispatch Centers.

Wildfires resulting from escaped prescribed fires, ignited by, or at the direction of, or under the supervision of any Participant shall be the responsibility of that Participant. The Participant responsible for the prescribed fire will reimburse other Participants for all costs incurred in suppression of such fires.

If multiple Participants conduct a cooperative multi-jurisdictional prescribed fire, details covering cost sharing, reimbursement, and responsibility for suppression costs, should the prescribe burn escape, will be agreed upon and documented in the burn plan.

## **Smoke Management**

All parties to this plan will follow applicable state and/or federal regulations managed by the Colorado Air Pollution Control Division (APCD) or Tribal Air Quality Department.

## **OPERATIONS**

### **Fire Notifications**

The public is encouraged to use 911 when reporting a wildland fire. Thereby, one of the Local Dispatch Centers will likely receive the initial wildland fire report from the public and that Local Dispatch Center shall notify all other Local Dispatch Centers, the DRC, and the applicable Participants, including the Jurisdictional Agency if it is known. The Participants agree to report all sightings of actual or suspected wildland fires to their Local Dispatch Center(s) and the DRC. The Participants further agree to notify their Local Dispatch Center(s) and the DRC when responding to a wildland fire. All notifications between the DRC and Local Dispatch Centers should occur by phone or other agreed standard operations.

The Participants agree to coordinate all detection activities involving aerial flights through the DRC to avoid duplication of effort, ensure there are no gaps in coverage, and provide for air safety. The Participants agree to share information gained from detection activities with all affected Participants through the DRC.

The Sheriff will notify the DFPC regional fire management officer of any County or Sheriff Fires that are expected to or do exceed the Sheriff's capability to control or extinguish, or that are threatening multiple homes and/or other structures.

The Local Dispatch Centers or the DRC that receives the initial notification of a wildland fire from any source will dispatch the necessary initial attack resources. Initial attack resources are not predetermined but are based on resource availability.

## **Boundary Line Fires**

See Multi-Jurisdictional Fire in Exhibit A: Definitions & Acronyms

## **Response to Wildland Fire**

It shall be agreed that all agencies shall send resources promptly to start suppression activity.

### Initial Attack

For wildland fires within the Mutual Aid Zone, the closest forces of the Participants should be dispatched without regard to Jurisdictional Boundaries. Participants will initiate the appropriate management activities on wildland fires regardless of Jurisdictional Boundaries when it is within their capability to do so. Participants will not initially attack fires if such initial attack puts its personnel at unreasonable risk (such as a remote fire discovered at night) or if asked to stand down by the Jurisdictional Agency. Participants taking independent action should notify the applicable Jurisdictional Agency as soon as possible.

### Initial Attack Incident Commander

The first Participant to arrive at the scene on a wildland fire, regardless of whether the incident occurs within the Participant's Jurisdictional Boundaries, shall assume the role of incident commander and shall be responsible for the initial emergency action necessary to protect life or property and/or to control the wildland fire. The Initial Attack incident commander shall do the following as soon as it is practical:

- Notify their Local Dispatch Center(s) and the DRC that command has been established and provide a brief description of the wildland fire;

- Notify their Local Dispatch Center(s) and the DRC of the command name generally based on the perceived geographic location of the wildland fire origin;
- Notify their Local Dispatch Center(s) and the DRC if other Participants are responding
- Notify their Local Dispatch Center(s) and the DRC if additional resources are needed;
- Notify their Local Dispatch Center(s) and the DRC of the staging area's location if a staging area is established;
- Establish a communications channel;
- Determine a legal description of the wildland fire's point of ignition, source of ignition, and the Jurisdictional Agency.

#### Assuming Command During Initial Attack

If the Initial Attack incident commander is not a representative of the Jurisdictional Agency, command shall be offered to a qualified representative of the Jurisdictional Agency when he or she arrives. The Jurisdictional Agency may or may not assume command depending on the situation. However, the Jurisdictional Agency shall assume command at least by the end of the Mutual Aid Period and notify the Local Dispatch Centers, the DRC, and all Participants' resources when transfer of command occurs.

#### Agency Administrator

Agency Administrators representing all affected Jurisdictional Agencies shall collaboratively assign command pursuant to a Delegation of Authority to a single incident commander during a Multi-Jurisdictional Fire. Further, the Agency Administrators shall communicate and establish objectives for the incident commander.

#### Incident Management Teams

An incident management team is a pre-established team of incident managers from various agencies. An incident management team may be used to help manage wildland fires at the request of the Jurisdictional Agency or Agencies for a Multi-Jurisdictional Fire where expanded management is needed. The incident management team may also be used as a support group by the Jurisdictional Agency to assist with logistical, financial and planning functions of the incident and when properly qualified, operational and command functions.

#### Fire Reporting Requirements

All Participants responding to a wildland fire shall provide the Jurisdictional Agency with information required to complete the fire report. For Federal Fires, responding Participants shall complete the appropriate fire report within 10 days of the wildland fire being declared "out."

#### After Action Reviews (AAR)

The Jurisdictional Agency will conduct an AAR of a wildland fire event commensurate with the complexity of the event. For a County Fire, the Fire District and the Sheriff agree to collaborate on the AAR. Participants not directly involved with the wildland fire may nonetheless be invited to participate in the AAR if doing so could potentially benefit the Participant.

### Out of Jurisdiction Assignments

The Participants acknowledge that this AOP is not intended to require any Participant to respond to assignments outside of La Plata County, Colorado. Under no circumstances will the County or Sheriff be responsible for any costs associated with wildland fire management or suppression services rendered outside of La Plata County, Colorado, unless those expenses are contemplated in a cost share agreement.

## **Special Management Considerations**

### Wilderness, Wilderness Study Areas and "Roadless" Areas

Participants agree to not initiate any wildland fire management or suppression activities within designated Wilderness, Wilderness Study Areas, and "Roadless" areas without specific direction from the Jurisdictional Agency.

### Mechanized and Motorized Equipment

Participants agree to not use heavy equipment such as dozers or graders on federal lands without specific direction from the Jurisdictional Agency.

### Repair of Wildland Fire Suppression Damage

Repair of wildland fire suppression damage is the responsibility of the Jurisdictional Agency or landowner unless otherwise agreed to by the affected Participants. Rehabilitation is generally not covered by the Emergency Fire Fund unless specifically authorized by the DFPC.

## **Decision Process**

The DFPC recommends that the Jurisdictional Agency complete a DSS assessment for Multi-Jurisdictional fire and State Fires. Also, the DFPC recommends that the Jurisdictional Agency complete a DSS assessment for County and Sheriff Fires that have the potential to become State Fires. The Jurisdictional Agency for a wildland fire that receives a Federal Emergency Management Agency declaration is required to complete a DSS assessment.

If the Jurisdictional Agency elects or is required to complete a DSS assessment, all Participants with resources involved beyond the Mutual Aid Period will need to provide input to the DSS assessment and the DFPC will facilitate completion and review of the DSS assessment. The DFPC may assist with DSS assessment prepared for non-State Fires, but has no authority to sign the DSS assessment for non-State Fires.

For Multi-Jurisdictional Fires, one DSS should be prepared that considers all affected Participants' interests.

Federal Participants will utilize a Wildland Fire Decision Support System assessment for wildland fires on federal lands. For Multi-Jurisdictional Fires involving federal lands, one DSS assessment should be completed for the incident that considers all affected Participants' interests.

## **Cooperation**

### Public Information

The Participants will coordinate and provide the public with prompt and accurate information regarding wildland fires within La Plata County. For all Sheriff Fires, County Fires, State Fires, Federal Fires, Participants will make every reasonable effort to provide information to the County for distribution through its established public information of process.

Additionally, in order to reduce public confusion on fire danger levels and fire restrictions at all elevations and ownerships, Participants should make every reasonable effort to provide information to the County for distribution through its established PIO process.

For Multi-Jurisdictional Fires, the Participants' public information officers should coordinate through the joint information system. Use of joint press releases is encouraged as well as the use of common public information practices. These should include use of/monitoring social media outlets. Public information officers should utilize existing local emergency information websites whenever possible

### Evacuations

The Participants agree that all evacuations within La Plata County should be approved and operationally managed by the Sheriff. If determining that an evacuation may be necessary, all Participants should endeavor to coordinate with the Sheriff so that the responsibility for conducting the entire evacuation may be successfully entrusted to the Sheriff. When conducting an evacuation, the Sheriff will notify the incident commander to ensure the safety of all personnel and resources involved. If requested, the Federal Participants' resources may be utilized to assist the Sheriff in conducting evacuations. The Participants acknowledge that nothing in this provision will be interpreted to prevent the Sheriff from independently conducting an evacuations pursuant to the Sheriff's responsibility and authority to preserve the peace and provide for public safety pursuant to CRS § 30-10-501 et seq. Further, the Participants acknowledge that nothing in this provision will be interpreted to prevent an incident commander from initiating an evacuation when public safety is immediately threatened so long as the Sheriff is notified as soon as practical thereafter.

### Intelligence and Training

Fire weather, incident information, and training schedules can be found on the DRC website:  
[http://gacc.nifc.gov/rmcc/dispatch\\_centers/r2drc/](http://gacc.nifc.gov/rmcc/dispatch_centers/r2drc/)

DRC broadcasts resource availability and fire weather forecasts daily at 1000 hours, and between 1500 and 1600 hours via federal agency radio frequencies.

## **Communication**

Federal, state, and local radio systems are largely incompatible and are not interoperable at this time. However, all Participants' wildland fire crew leaders should have VHF radios equipped with Fire Emergency Radio Network (V-FIRE 21) capabilities, and, when practical, the applicable DRC Zone shall be programmed into the VHF radio.

## **Cost efficiency**

Maximizing cost effectiveness of any fire operation is the responsibility of all involved Participants, including those Participants that authorize, direct, or implement operations. Cost effectiveness is the most economical use of suppression resources necessary to accomplish mission objectives. Accomplishing fire objectives safely and efficiently should not be sacrificed for the sole purpose of "cost savings." Care should be taken to ensure that suppression expenditures are commensurate with values to be protected while understanding that other factors may influence spending decisions.

## **Delegation of Authority**

Delegations of Authority will only be valid when in writing, executed by authorized representatives of all relevant Participants, and annotating the date and time when effective. Informal, oral agreements may precede the formal, written Delegation of Authority so long as the Delegation of Authority is executed within 48 hours of the annotated effective date and time. Delegations of Authority are required when a representative of the Jurisdictional Agency assumes command from the Initial Attack incident commander.

The Participants acknowledge that the Sheriff cannot delegate or transfer his authority to preserve the peace and provide for public safety pursuant to CRS § 30-10-501 *et seq.*

### County Spending Limits

The Participants acknowledge that the Sheriff and the County's Director of Emergency Preparedness' authority to fiscally obligate the County are limited to emergency purchases not exceeding \$25,000 in the aggregate. Thereby, it is essential that the La Plata County Manager and/or the Board of County Commissioners be notified when wildland fires have the potential to become a significant size and incur costs to the County beyond \$25,000. Further, the Participants acknowledge that the County will not be bound to a, Delegation of Authority, cost share agreement, or any other similar contracts incurring costs to the County beyond \$25,000 unless also executed by either the La Plata County Manager or the Board of County Commissioners.

### **Preservation of Evidence**

The Jurisdictional Agency will be responsible for fire origin and cause investigation. Regardless of whether the Initial Attack incident commander is a representative of the Jurisdictional Agency, he or she should protect and preserve the general origin area of the fire, as well as information and evidence pertaining to the origin and cause of the wildland fire. The general origin area of the fire should be immediately identified and protected by the first Participant to arrive on the scene in order to protect evidence for the fire origin and cause investigation. Fire cause investigations are required for Federal Fires, State Fires, and any wildland fire that receives a Federal Emergency Management Agency declaration. The Participants acknowledge that an accurate origin and cause investigation and determination is essential to an effective and fair administrative, civil or criminal action. Federal policy requires that federal agencies utilize NWCG qualified Fire Investigators (INVF) when human caused fires occur on federal land.

### **STATE EMERGENCY FIRE FUND (EFF)**

#### Intent

Pursuant to the EFF Agreement, the DFPC agrees to assume responsibility and authority for County and Sheriff Fires that exceed the Sheriff's capabilities. Thereby, the EFF agreement is one mechanism for a wildland fire to become a State Fire. For the purpose of this Section, a wildland fire managed by the DFPC pursuant to the aforementioned agreement shall be referred to as a "State Fire." However, the Participants acknowledge that state statutes do not mandate that the EFF Agreement is the only mechanism for a wildland fire to become a State Fire.

#### Minimum Participation

When DFPC assumes responsibility and authority for a wildland fire pursuant to the EFF Agreement, the Sheriff is required to nonetheless maintain a minimum level of participation.

Specifically, unless otherwise agreed to, the Sheriff will provide the following resources if so requested by the incident commander:

- Up to four (4) Type I support water tenders;
- One (1) Type II dozer;
- One (1) tractor truck with lowboy for transporting dozer;
- Up to three (3) total engines pursuant to the 2014 Agreement Regarding Local Government Cooperative Wildland Fire Management In La Plata County

The incident commander will determine the number of each type of engine needed. If the incident commander does not need all three (3) engines, the incident commander may request that four (4) crew members be provided in lieu of each engine not needed. The Sheriff will also provide 24 hour per day staffing for each apparatus as follows:

- Type I Support water tender: one (1) crew member per water tender;
- Type II dozer: one (1) crew member;
- Tractor truck with lowboy: one (1) crew member;
- Type I Engine: four (4) crew members per engine;
- Type III Engine: three (3) crew members per engine;
- Type VI Engine: three (3) crew members per engine;
- Tactical Tender: two (2) crew members per engine;
- Type I Tender: one (1) crew member per engine.

The Participants acknowledge that it is unlikely that the aforementioned resources provided directly by the Sheriff and/or indirectly by the County and the Fire Districts will meet NWCG and incident qualification (PMS 310-1) standards. If the incident commander elects to not use the aforementioned resources because they do not meet NWCG and incident qualifications (PMS 310-1) standards, neither the Sheriff nor the County nor the Fire Districts will be required to provide comparable resources that do meet NWCG and incident qualifications (PMS 310-1) standards.

Further, the Participants acknowledge that exceptions may apply whereby the Fire Districts are not required to provide up to three (3) total engines and/or crew members pursuant 2014 Agreement Regarding Local Government Cooperative Wildland Fire Management In La Plata County. If the Fire Districts are unable to provide up to three (3) total engines and/or appropriate crew members pursuant to the 2014 Agreement Regarding Local Government Cooperative Wildland Fire Management in La Plata County, neither the Sheriff nor the County will be required to provide comparable resources.

#### Roles and Responsibilities

- DFPC

DFPC will be the fund administrator for all wildland fires qualifying for EFF assistance; assist the Sheriff in completing the EFF Analysis Form (DFPC #1) for each operational period; prepare DFPC Fire Funding Request (DFPC #3); approve wildland fires for EFF assistance;

provide a regional fire management officer or incident agency administrator; and brief, at a minimum, once each operational period the Sheriff and the County on operational details.

- Sheriff

The Sheriff will prepare EFF Analysis Form (DFPC #1) for each operational period and sign the Assumption of Fire Control Duty Form (DFPC #4) for wildland fires that the DFPC approves for EFF assistance

- County

The County will also sign the Assumption of Control Form (DFPC #4) for wildland fires that the DFPC approves for EFF assistance.

### Other Participants

Other Participants and non-participants may provide the Sheriff with resources necessary to maintain the Sheriff's minimum participation as outlined above.

### EFF Activation

Only the director of the DFPC may approve a wildland fire for EFF assistance upon the recommendation of the local DFPC regional fire management officer who is on-scene at the wildland fire. The following forms shall be used to apply for EFF assistance:

EFF Analysis Form (DFPC #1); prepared by Sheriff and the DFPC regional fire management officer;

Assumption of Control Form (DFPC #4); prepared by the DFPC regional fire management officer with input from the Sheriff;

DSS assessment; prepared by incident commander with input from the DFPC regional fire management officer and the Sheriff.

## **USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES**

### **Cost Share Agreement (Cost Share Methodologies)**

#### Multi-Jurisdictional Fires

The Participants will execute written cost share agreements for Multi-Jurisdictional Fires that allocate costs to each Jurisdictional Agency as mutually agreed in writing by the affected Participants. The Participants acknowledge that the Fire Districts and the County are participants in state programs that may further offset their costs. Further, the Participants

acknowledge that when either the Sheriff or a Fire District is one of the Jurisdictional Agencies, i.e. a District Fire, County Fire, or Sheriff Fire that also burns federal lands, the Sheriff or the Fire District's costs may be further allocated between the County and the Fire District pursuant to the 2014 Agreement Regarding Local Government Cooperative Wildland Fire Management in La Plata County.

### Timeline

Cost share agreements will only be valid when in writing, executed by authorized representatives of all relevant Participants, and annotating the date and time when effective. Informal, oral agreements may precede the formal, written cost share agreements so long as the written cost share agreement is executed within 48 hours of the annotated effective date and time unless a longer period of time is agreed to by the affected Participants. When possible, cost share agreements should be effective at midnight (2400 hours) to simplify cost reimbursements. If the affected Participants fail to enter into a cost share agreement, each Participant will be responsible for paying for its own resources and resources ordered. Cost share agreements may be renegotiated if all affected Participants agree to the amended terms.

### Separate Cost Share Agreements

Nothing in this AOP is intended to prevent Participants from requesting resources from other Participants or non-participants for a specific cost, reduced cost, or no costs, or from entering into cost-share agreements related to the same. However, the Participants specifically acknowledge that beyond the Mutual Aid Period and absent a cost share agreement, the Participant ordering a resource is generally required to pay for that resource.

## **Training**

Each Participant shall be responsible for training its own personnel. National Wildfire Coordinating Group wildfire training courses meeting the Field Managers Course Guide are offered to all Participants. The DRC's Interagency Training Committee is part of the Area and National training community. Local Area and National training schedules can be found through the DRC website.

## **Communication Systems**

For the purpose of conducting business authorized by this AOP, all Participants acknowledge that all other Participants may use the Jurisdictional Agency's radio frequencies as needed to conduct emergency communications on fires. No Participant will use, or authorize others to use, another Participants' radio frequencies unless otherwise authorized by the Jurisdictional Agency.

## **Fire Weather Systems**

### Red Flag and Fire Weather Announcements

The National Weather Service periodically issues Fire Weather Watch and Red Flag warning bulletins. Durango Dispatch will read these bulletins over the radio and fax them to the Local Dispatch Centers who in turn will promptly forward to all Fire Districts and local law enforcement agencies.

### Fire Weather Watch

A Fire Weather Watch is issued to advise agencies of the possible development of red flag conditions in the near future, and it will be issued by the fire weather forecaster for any part of or all of the Colorado fire weather zones. A watch shall be issued when the forecaster is reasonably confident that a Red Flag Event will occur within the next 12 to 72 hours. The

A Fire Weather Watch shall remain in effect until the forecaster determines that the critical weather conditions are imminent or are occurring (then upgrade to a warning), or until it can be determined that the expected event will not occur, and thus the watch will be canceled or allowed to expire.

### Red Flag Warning

A Red Flag Warning is issued by the National Weather Service when weather conditions that cause erratic fire behavior are predicted. These conditions may include very low humidity, high temperatures, high winds and the occurrence of dry lightning. Initial attack may require additional forces or air support under these conditions. This warning is issued to advise agencies of the imminent or actual occurrence of these weather conditions.

## **Aviation Operations**

### DRC

The Participants agree to notify the DRC of any aerial resource that has been ordered for fires in La Plata County. If so requested by the Participants, DFPC may pre-position aerial resources in the county.

### Aviation Map

The DRC shall make an aviation hazard map for Southwest Colorado available electronically to all Participants.

### Flight Following and Frequency Management

The DRC will flight follow per national direction for aviation resources. The DRC will also coordinate the assignment of aircraft to incidents. If multiple aircraft are assigned, the DRC will advise all aircraft and/or ordering Participant of common air-to-air and air-to-ground frequencies to be used over the incident. All aircraft will flight follow with the DRC on frequencies assigned by the DRC.

Incident commanders will contact arriving tactical aircraft on the pre-assigned air-to-ground initial attack aircraft frequency, as assigned by the DRC. If the air-to-ground initial attack aircraft frequency is not available to the incident commander, the incident commander will contact the DRC to confirm frequencies and the DRC will contact the aerial resource to confirm that communications can be established. If communications cannot be established, the incident commander will cease aerial operations until communications can be established.

### Tanker Bases

A permanent air tanker base is available at Durango-La Plata County Airport. A permanent single engine air tanker base is available at Cortez-Montezuma County Airport. A temporary Single engine air tanker base may be operated by the Bureau of Indian Affairs, Jicarilla Agency in Dulce, New Mexico.

### Aerial Supervision

Participants will order aerial supervision (lead plane or air attack) pursuant to guidelines established in Chapter 4 of the Interagency Aerial Supervision Guide.

### Aerial Resource Requests and Operations

The Sheriff, Fire District Chiefs, and duly authorized representatives of either the Sheriff or the Fire District Chiefs may order aerial resource through the DRC pursuant to this AOP.

The Participants shall include the following information when ordering aerial resources:

- Authorizing representatives name;
- Incident Name;
- Location (legal description and/or latitude and longitude);
- Jurisdiction Agency;
- Air Contact with air-to-air radio frequency (DRC);
- Ground Contact with air-to-ground radio frequency;
- Any other aircraft in the area (DRC);
- Values at Risk (structures, type, etc.);
- Hazards (Power lines, towers, etc.);

## **Billing Procedures**

Unless otherwise agreed by Participants pursuant to other agreement including but not limited to the 2014 Agreement Regarding Local Government Cooperative Wildland Fire Management in La Plata County, all Participants agree to send invoices to the DFPC office in Fort Collins no later than 30 days after resources are released from a wildland fire. The DFPC will make payment as soon as it is practical after receiving the invoice. Invoices should include the incident name, appropriate management account code, dates on the incident, location, and summary of costs including equipment, personnel, travel, and supplies. Participants should also include proper documentation supporting expenses before the process for payment can be completed. Proper documentation includes the following:

- Original Emergency Equipment Use Invoice;
- Original Shift Tickets;
- Original Emergency Firefighter Time Report;
- Copy of Resource Order(s);
- Copy of Cooperative resource rates forms with equipment highlighted.

### Reimbursement Procedures

The County and Fire Districts may present an invoice, in accordance with a cost share agreement for expenses incurred to suppress Federal Fires beyond the Mutual Aid Period and/or outside the Mutual Aid Zone to the DFPC. The DFPC will reimburse the County and subsequently bill the Federal Jurisdictional Agency. The County and Fire Districts may aggregate expenses and submit one invoice to DFPC.

Federal Participants may submit invoices, in accordance with a cost share agreement for expenses incurred to suppress District, Sheriff, and County Fires beyond the Mutual Aid Period and/or outside the Mutual Aid Zone to the DFPC. The DFPC will reimburse the Federal Participant and subsequently invoice the County and/or Fire District as appropriate.

## **Cost Recovery**

Unless otherwise agreed by Participants pursuant to a cost-share agreement or other agreement including but not limited to the 2014 Agreement Regarding Local Government Cooperative Wildland Fire Management in La Plata County, costs incurred by Participants other than the Jurisdictional Agency for services and resources on wildland fire beyond the Mutual Aid Period or for wildland fires outside of the AOP Mutual Aid Zone will be considered reimbursable.

### Trespass Fires

In the event that any Participant pursues cost recovery from a private property owner for a trespass fire (i.e. a fire that began on non-federal public lands and burned onto federal public

lands), all costs from the time of initial report of the fire, including costs expended for resources during the Mutual Aid Period, may be pursued. The Participants acknowledge that Federal policy requires the Federal Participants pursue cost recovery for all human caused wildland fires that burn on federal public lands regardless of where the wildland fire began.

#### Non-reimbursable Items

Participants may not be reimbursed for resources that are not ordered by the incident commander or processed through either a Local Dispatch Center or the DRC and thus documented with a resource order number.

Absent a cost-share agreement to the contrary, supplies and material are typically supplied by the Jurisdictional Agency and are not reimbursable.

#### Reimbursable Items

Beyond the Mutual Aid Period and absent a cost share agreement to the contrary, reimbursable costs typically include, but are not limited to the following:

- Personnel

The salary and wages of personnel assigned to a wildland fire will be reimbursed at the actual cost to the Participant for work time from the time of departure until return to official station, including overtime, plus any additional administrative and maintenance time chargeable to the incident. The Emergency Firefighter Time Report (OF 288) and the Crew Time Report (SF-261) will be used to document personnel time for reimbursement.

- Equipment

Participant-owned equipment will be reimbursed at the current rate listed on the Colorado resource rates forms. The current rate listed on the cooperative resource rates forms includes operation, repair, and depreciation. Hired equipment will be reimbursed at the actual cost of the equipment to the Participant. The Emergency Equipment Shift Ticket (OF 297) and the Emergency Equipment Use Invoice (OF-286) will be used to document equipment time for reimbursement.

#### Wildfire Emergency Response Fund

The WERF program is intended to encourage early utilization of supplemental fire suppression resources on District, Sheriff, and County Fires by reimbursing the County and/or the Fire Districts for specific responding resources as stated in the WERF guidelines. The County or the Fire District will notify the DFPC as soon as is practical if ordering resources that may qualify for WERF reimbursements. Refer to the most current Wildfire Emergency Response Fund Operating Procedures in Exhibit C for more details.

## GENERAL PROVISIONS

- Pursuant to 42 U.S.C. §1865a the Participants 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 AOP, including Mutual Aid response.
- This AOP may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile machine copies of an original signature by any Participant shall be binding as if they were original signatures.
- No Participant to this AOP may assign their rights or duties under this AOP without the prior written consent of the other Participants. No subcontract or transfer of this AOP shall in any case release any Participant of its responsibilities under this AOP.
- Each person signing this AOP in a representative capacity expressly represents that the signatory has the subject Participant's authority to so sign and that the subject Participant will be bound by the signatory's execution of this AOP.
- Nothing in this AOP shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This AOP shall not confer any right, or remedy upon any person.
- Because this AOP involves the expenditure of public funds, this AOP is contingent upon continued availability of such funds for payment. The obligations described herein shall not constitute a general obligation, indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado or the Constitution or the laws of the United States.
- Notwithstanding any other provision in this AOP, no term or condition of this AOP shall be construed or interpreted as a waiver, expressed or implied, of any of the immunities, rights, benefits, protections of other provisions of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., as now existing or hereafter amended. Liability for claims or injuries to persons or property arising out of negligence of a non-Federal Participant afforded protections by the aforementioned act, its departments, agencies, boards, officials or employees is controlled and limited by the provision of the aforementioned act. The Federal Tort Claims Act shall govern Federal agency liability, except that the Stafford Act (42 U.S.C. 5148) shall govern liability issues which may arise with regard to fire response actions under the Stafford Act.
- In performing the obligations, covenants and conditions of this AOP, the Participants shall comply will all applicable laws, ordinances, and regulations.
- This AOP's final form resulted from review and negotiations among the Participants, and no part of this AOP shall be construed against another Participant on the basis of authorship.
- The captions of this AOP are for convenience only, are not part of the AOP, and do not in any way limit or amplify its terms and provisions.
- To the extent that this AOP may be executed and performance of the obligations of the Participants may be accomplished within the intent of the AOP, the terms of this AOP

are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

## **Personnel Policy**

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

## **Modification**

The terms of this AOP may not be modified in any manner except by an instrument in writing executed by the Participants.

## **Annual Review**

Annually prior to the wildland fire season, representatives from the County, the DFPC, and federal land management agencies will jointly prepare, review, update, and distribute the La Plata County Annual Operating Plan (AOP). The DFPC is the lead agency in facilitating the annual review process.

This AOP will be approved, dated, and signed by the County, the DFPC, and Federal Participants no later than May 1st of each calendar year.

## **Duration of Plan**

Unless sooner terminated as provided herein, this AOP shall commence on May 1, 2014 and remain in full force and effect through April 30, 2015. This AOP may be terminated by mutual and written agreement of the Participants. An individual Participant may also terminate their participation in this AOP by providing 30 days written notice setting forth the reasons for termination to the other Participants.

**Previous Plans Superseded**

This Plan supersedes and terminates the 2013 Amended Annual Fire Operating Plan for La Plata County effective as of July 2, 2013.

## SIGNATURES

The Participants below agree to the procedures contained in this 2014 Annual Fire Operating Plan for La Plata County.

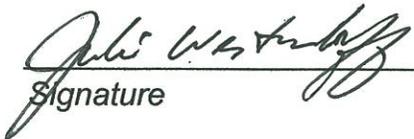
### LA PLATA COUNTY SIGNATURES

  
\_\_\_\_\_  
Signature

4-22-2014  
Date

Duke Schirard  
Printed Name

County Sheriff  
Title

  
\_\_\_\_\_  
Signature

4-22-14  
Date

Julie Westendorff  
Printed Name

County Commissioner  
Title

### COLORADO DIVISION OF FIRE PREVENTION & CONTROL SIGNATURE

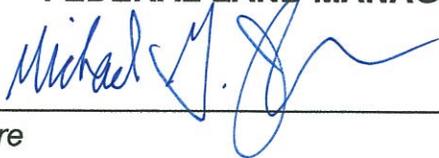
  
\_\_\_\_\_  
Signature

4-23-2014  
Date

Ryan McCulley  
Printed Name

Regional Fire Management Officer  
Title

**FEDERAL LAND MANAGEMENT AGENCY SIGNATURES**

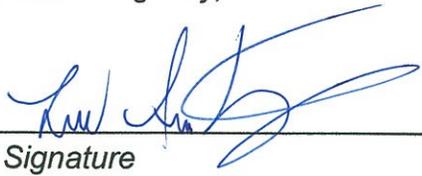
  
\_\_\_\_\_  
Signature

4/21/2014  
\_\_\_\_\_  
Date

Mike Johnson  
Printed Name

Acting Forest Supervisor  
Title

US Forest Service, San Juan National Forest  
Federal Agency, Unit

  
\_\_\_\_\_  
Signature

16 Apr 2014  
\_\_\_\_\_  
Date

Lori Armstrong  
Printed Name

District Manager  
Title

Bureau of Land Management, Southwest District  
Federal Agency, Unit

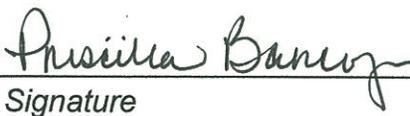
  
\_\_\_\_\_  
Signature

4/15/14  
\_\_\_\_\_  
Date

Ken Van Zee  
John Waconda  
Printed Name

*acting* Superintendent  
Title

Bureau of Indian Affairs, Southern Ute  
Federal Agency, Unit

  
\_\_\_\_\_  
Signature

4/14/14  
\_\_\_\_\_  
Date

Priscilla Bancroft  
Printed Name

Superintendent  
Title

Bureau of Indian Affairs – Ute Mountain Agency  
Federal Agency, Unit

## PLAN ACKNOWLEDGEMENT SIGNATURES

The Participants below acknowledge the procedures contained in this 2014 Annual Fire Operating Plan for La Plata County.

### FIRE DISTRICT SIGNATURES

  
\_\_\_\_\_  
Signature

4/22/14  
Date

Dan Noonan  
Printed Name

Chief, Durango Fire Protection District  
Title

  
\_\_\_\_\_  
Signature

4/15/14  
Date

Chris Anderson  
Printed Name

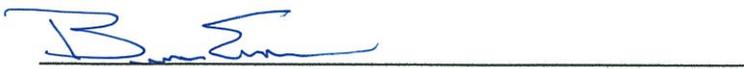
Chief, Fort Lewis Mesa Fire Protection District

  
\_\_\_\_\_  
Signature

4/15/14  
Date

Larry Behrens  
Printed Name

Chief, Los Pinos Fire Protection District

  
\_\_\_\_\_  
Signature

4/10/2014  
Date

Bruce Evans  
Printed Name

Chief, Upper Pine River Fire Protection District

**EXHIBIT A: DEFINITIONS & ACRONYMS**

## **EXHIBIT B: MAPS**

**EXHIBIT C: Wildfire Emergency Response Fund Operating Procedures**

## **EXHIBIT D: DRC Communications Plan**

**EXHIBIT E: Interagency Fire Restrictions Criteria and Restriction Descriptions**

**EXHIBIT F: 2014 Agreement Regarding Local Government Cooperative  
Wildland Fire Management in La Plata County**

**EXHIBIT G: Contacts**