

FOURTH AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
(INTERGOVERNMENTAL AGREEMENT)

This Fourth Amended and Restated Memorandum of Understanding (Intergovernmental Agreement) (the "MoU") dated as of April 4, 2002, is between and among the Board of County Commissioners of Routt County, Colorado (the "BCC"), the Routt County Sheriff (the "Sheriff"), the City of Steamboat Springs ("Steamboat Springs"), the Steamboat Springs Rural Fire Protection District ("Steamboat R.F.P.D."), the North Routt Fire Protection District ("North Routt F.P.D."), the West Routt Fire Protection District ("West Routt F.P.D."), the Oak Creek Fire Protection District ("Oak Creek F.P.D."), the Yampa Fire Protection District ("Yampa F.P.D."), and the Craig Rural Fire Protection District ("Craig R.F.P.D. ").

Recitals

A. Pursuant to Colorado Revised Statutes, Sections 30-10-512 and 30-10-513, the Sheriff is to act as the fire warden and assume charge of or assist other governmental authorities in efforts to control and extinguish prairie and forest fires ("wildland fires") within Routt County.

B. In Routt County, wildland fires have historically been suppressed by one or more of the local fire protection districts and personnel from the Routt County Road and Bridge Department.

C. The various fire protection districts that are parties to this MoU are willing to partner with the Sheriff and Routt County in suppressing wildland fires in return for funding by Routt County to the fire protection districts that are parties to this MoU and Steamboat Springs.

D. The parties to this MoU are parties to a Third Amended and Restated Memorandum of Understanding (Intergovernmental Agreement) (the "Third Amended and Restated MoU") dated as of May 8, 2000. After much discussion, the parties to this MoU have concluded that the effective suppression, mitigation, and prevention of wildland fires in Routt County requires the cooperative efforts of the parties to this MoU and that the creation of multi-agency coordination ("MAC") advisory and policy groups will enhance the cooperative efforts of the parties with respect to wildland fire suppression, mitigation, and prevention efforts. The parties to this MoU intend by this MoU to amend the Third Amended and Restated MoU so as to create the MAC advisory and policy groups and to restate the MoU in its entirety.

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## Terms and Conditions

**Section One.** The Routt County Wildland Fire Multi-Agency Coordination Policy Group.

A. The "Wildland Fire Multi-Agency Coordination Policy Group (the 'MAC Policy Group')" is hereby established.

B. The MAC Policy Group shall consist of one representative from each of the following nine (9) agencies:

1. The Sheriff;
2. A member of the Routt County Board of County Commissioners;
3. A member of the City of Steamboat Springs City Council;
4. A member of the Board of Directors of the Craig Rural Fire Protection District;
5. A member of the Board of Directors of the North Routt Fire Protection District;
6. A member of the Board of Directors of the West Routt Fire Protection District;
7. A member of the Board of Directors of the Oak Creek Fire Protection District;
8. A member of the Board of Directors of the Steamboat Springs Rural Fire Protection District; and
9. A member of the Board of Directors of the Yampa Fire Protection District.

C. The governing body of each agency entitled to have a representative on the MAC Policy Group shall designate its representative in writing delivered to the BCC and to the Emergency Management Director. Such designation shall be made by June 5 of every other year to be effective for two years. Any such designation may be changed thereafter during the year in a similar manner by the official or governing body of any agency having the right to designate a representative.

D. Proceedings of the MAC Policy Group. The MAC Policy Group shall be the decision making body to establish policy and identify funding to address wildland fires. Therefore, the proceedings of the MAC Policy Group shall be subject to the Colorado Open Meetings Law. In conducting its proceedings the following rules shall apply:

1. the Routt County Emergency Management Department shall serve as staff to the MAC Policy Group;
2. the MAC Policy Group shall meet at least semi-annually (April/November);
3. decisions of the MAC Policy Group shall be made only at a meeting attended by a quorum of the MAC Policy Group. The number of MAC Policy Group members required for a quorum shall be equal to

- one more than one-half of the representatives eligible for appointment pursuant to subsection B, above, excluding any vacant representative seats;
4. a quorum must be present in order to vote;
  5. decisions and recommendations may be voted on at a regular meeting by a simple majority of present eligible voters;
  6. written minutes of each MAC Policy Group meeting shall be prepared and a copy of all minutes are to be forwarded to all members of the MAC Policy Group promptly after they become available;
  7. the MAC Policy Group shall elect annually from its membership a Chairperson and Vice Chairperson to serve as such for a two year term. There shall be no limit on the number of terms a member of the MAC Policy Group may serve in either of these capacities; and
  8. it is the responsibility of each MAC Policy Group member to report back to their respective agency the current proceedings of the MAC Policy Group.

The MAC Policy Group may adopt such other rules concerning proceedings of the MAC Policy Group as are not inconsistent with the foregoing or contrary to applicable law.

E. Duties and Responsibilities of the MAC Policy Group.

The MAC Policy Group shall have the following duties and responsibilities:

1. receive and review recommendations from the MAC Advisory Group, as defined below, and take appropriate action on those recommendations;
2. review and approve the Annual Fire Operating Plan for Routt County (the "Annual Fire Operating Plan") and send recommendations to BCC by April 10;
3. review and ratify, through the Emergency Management Director, operational guidelines and policies as they relate to Wildland Fire;
4. review and coordinate funding regarding the capital needs and the operational budget for Wildland Fire;
5. review and approve, at the April meeting, recommendations on the Tactical Operation Plan for Wildland Fires in Routt County presented by the MAC Advisory Group;
6. evaluate the previous Wildland Fire Season, at the November meeting, for functional and efficient or deficient procedures;
7. annually review and update the MOU of the MAC Policy Group based on the recommendations from the MAC Advisory Group; and
8. in the event of a large scale wildland fire, the MAC Policy Group shall be available to evaluate

the circumstances and make recommendations to the appropriate budgetary entity (e.g., the Board of County Commissioners) regarding large expenditures of funds and overall needs for resources.

**Section Two.** The Routt County Wildland Fire Multi-Agency Coordination Advisory Group.

A. The advisory group known as the Routt County Wildland/Urban Interface Council heretofore established shall be reconstituted and renamed the Routt County Wildland Fire Multi-Agency Coordination Advisory Group (the "MAC Advisory Group").

B. There shall be nine regular members of the MAC Advisory Group. The regular members of the MAC Advisory Group shall be one representative from each of the following nine (9) agencies:

1. Colorado State Forest Service;
2. Craig/Routt Fire Management Unit;
3. Routt County Emergency Management;
4. the Fire Chief, or the fire chief's designee, from Oak Creek Fire Protection District;
5. the Fire Chief, or the fire chief's designee, from North Routt Fire District;
6. the Fire Chief, or the fire chief's designee, from Steamboat Springs Rural Fire Protection District;
7. the Fire Chief, or the fire chief's designee, from Yampa Fire Protection District;
8. the Fire Chief, or the fire chief's designee, from West Routt Fire Protection District; and
9. the Fire Chief, or the fire chief's designee, from Craig Rural Fire Protection District.

Any member of the MAC Advisory Group may designate a single person authorized to attend MAC Advisory Group meetings on her or her behalf by delivering a written designation to the chairperson of the MAC Advisory Group. Such designation shall be effective for a period of two years or until revoked by the member making such designation.

Representatives of those additional agencies that are resources in the suppression of wildland fire, such as Routt County Search and Rescue, the Routt County Road & Bridge Department and the Routt County Communications Department may attend any meeting of the MAC Advisory Group or may be requested to attend such meetings by the chairman of the MAC Advisory Group.

C. Proceedings of the MAC Advisory Group. The MAC Advisory Group shall function as an advisory group to the MAC Policy Group. Therefore, the proceedings of the MAC Advisory Group shall be subject to the Colorado Open

Meetings Law. In conducting its proceedings the following rules shall apply:

1. the Routt County Emergency Management Department shall serve as staff to the MAC Advisory Group;
2. the MAC Advisory Group shall meet at least quarterly (January/April/July/October);
3. decisions of the MAC Advisory Group shall be made only at a meeting attended by a quorum of the MAC Advisory Group. The number of MAC Advisory Group members required for a quorum shall be equal to one more than one-half of the representatives eligible for appointment pursuant to Section 1 excluding any vacant representative seats;
4. a quorum must be present in order to vote;
5. the decisions and recommendations may be voted on at a regular meeting by a simple majority of present eligible voters;
6. written minutes of each MAC Advisory Group meeting shall be prepared and a copy of all minutes are to be forwarded to all members of the MAC Advisory Group and the MAC Policy Group promptly after they become available;
7. the MAC Advisory Group shall elect annually from its membership a Chairperson and Vice Chairperson to serve as such for a one year term. There shall be no limit on the number of terms a member of the MAC Advisory Group may serve in either of these capacities; and
8. the Chairperson and or Vice Chairperson shall meet with the MAC Policy Group and the Emergency Management Director as frequently as the MAC Advisory Group Chairperson or Vice Chairperson deems appropriate to make recommendations and suggested policy language changes in order to keep the MAC Policy Group and the Emergency Management Director fully advised on the concerns of the MAC Advisory Group.

The MAC Advisory Group may adopt such other rules concerning proceedings of the MAC Advisory Group as are not inconsistent with the foregoing or contrary to applicable law.

D. Duties and Responsibilities of the MAC Advisory Group.

The MAC Advisory Group shall make recommendations to the MAC Policy Group regarding:

1. a joint wildland fire prevention and suppression plan for all of Routt County;
2. programs to educate the public with respect to the prevention and mitigation of wildland fires;
3. programs designed to increase the preparedness of the parties to the MOU to suppress wildland fires;
4. the Wildland Fire Operational Budget and Capital

- Budget for future planning and circulate budget to all MAC Advisory Group members; and
5. any changes to the Annual Operating Plan or this MoU.

The MAC Advisory Group shall also:

1. establish a procedure to update annually the Tactical Operation Plan for Wildland Fires in Routt County and forward to MAC Policy Group for approval.
2. adopt such procedures and protocols as it deems appropriate for the coordination of efforts of the parties to this MOU with respect to the suppression of wildland fires; and
3. establish a procedure for the parties to this MOU to report all wildland fires occurring within the districts or jurisdictions in Routt County to the MAC Advisory Group to maintain a record of all wildland fires occurring within Routt County.

**Section Three.** The parties to this MoU agree that their response to wildland fires shall be in accordance with the then-current Tactical Operation Plan developed by the MAC Advisory Group and adopted by the MAC Policy Group pursuant to this MoU.

**Section Four.** The parties to this MoU further agree to report to the Emergency Management Director all wildland fires occurring within the district or jurisdiction of such party even if such fire is suppressed by the party or otherwise extinguished without assistance so that the Emergency Management Director may maintain records of all wildland fires occurring within Routt County. Craig R.F.P.D. need report only wildland fires occurring within Routt County.

**Section Five.** The expenses of responding to any wildland fire shall be the responsibility of Routt County which shall reimburse the parties responding to the fire for all expenses for equipment and personnel incurred in connection with its response to include suppression, investigation and administrative time related to the wildland fire. Such reimbursement shall be in accordance with the Wildland Fire Cooperative Use Rates schedule attached to the then-current Annual Fire Operating Plan. In order to receive reimbursement under this MoU the party seeking reimbursement from County or U.S. Forest Service or B.L.M. (in the case of reimbursable federal fires), the following must be submitted to the County within 30 days of the end of the incident: (a) completed size-up card; (b) completed invoice; (c) completed shift tickets for equipment use; and (4) completed firefighter time report.

In the event that a party to this MoU is entitled to reimbursement of costs from a third party pursuant to C.R.S. § 30-10-513.5(1)(a), then the party to this MoU so entitled shall assign to County its claim for reimbursement and shall provide

reasonable assistance and cooperation to County in processing such claim.

**Section Six.** It is the intention of the parties to this MoU that, to the extent possible, Routt County shall bear the expense of any loss or damage to fire fighting equipment and any personal injury sustained by any of the fire fighting personnel of the parties which may be sustained in connection with suppressing any wildland fire hereunder. Therefore, Routt County shall indemnify and reimburse the other parties to this MoU for any loss, damage or injury to the equipment or personnel of such parties which such parties may sustain as a result of responding to any wildland fire under this MoU; provided, however, that such indemnification shall not extend to any loss, damage or injury which may be the result of the intentional, willful and wanton or malicious act of any of the personnel of the party seeking such indemnification and reimbursement. In addition, upon receipt of a billing therefor, County shall reimburse each of the other parties to this MoU for the actual direct costs paid by such party to obtain liability insurance for State owned wildland fire trucks in its custody pursuant to an equipment agreement with the CSFS as required by such equipment agreement.

**Section Seven.** The MAC Policy Group shall coordinate requests from the various parties to this MoU for funds to provide training, to obtain equipment necessary to respond to wildland fires and to establish or promote wildland fire prevention and mitigation programs and activities. The MAC Advisory Group shall prepare a Wildland Fire Operational budget including requests for funds for training and equipment and shall forward such budget to the MAC Policy Group. Annually during the term of this MoU the BCC shall consider the budget and request for funding submitted by the MAC Policy Group and shall make such appropriation for funding as it deems appropriate and consistent with the financial wherewithal of Routt County.

**Section Eight.** The initial term of this MoU shall be from the date hereof through December 31, 2002. Said term shall be automatically extended thereafter for additional one year periods unless any party to this MoU gives written notice of that party's election to terminate this MoU to the other parties to this MoU no later than 60 days prior to the effective date of such termination notice which shall be as of December 31 of the year in which the notice is given. In addition, in the event that the BCC shall fail to adopt an annual Wildland Fire Operational budget in accordance with the request of the MAC Policy Group for such funding by December 15 of the year preceding the year for which the budget is required, then any party to this MoU may terminate this MoU, effective as of December 31 of that same year, by giving written notice of termination to all other parties to this MoU.

**Section Nine.** This MoU is intended as an intergovernmental agreement as authorized pursuant to Article XIV, Section 18 of the

Colorado Constitution and C.R.S. § 29-1-201 et seq. and shall not be construed to create a separate entity, a partnership or a joint venture and the acts of any member of the MAC Policy Group or the MAC Advisory Group shall be the sole responsibility of the party to this MoU which such member represents.

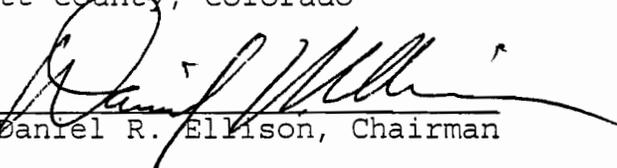
**Section Ten.** Any notice required under this MoU may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

Sheriff:	Routt County Sheriff P.O. Box 773087 Steamboat Springs, Colorado 80477
Steamboat Springs:	Steamboat Springs City Fire Department P.O. Box 775088 Steamboat Springs, Colorado 80477
Steamboat R.F.P.D.:	Steamboat Springs Rural Fire Protection District P.O. Box 773763 Steamboat Springs, Colorado 80477
North Routt F.P.D.:	North Routt Fire Protection District P.O. Box 758 Clark, Colorado 80428
West Routt F.P.D.:	West Routt Fire Protection District P.O. Box 629 Hayden, Colorado 81639
Oak Creek F.P.D.:	Oak Creek Fire Protection District P.O. Box 101 Oak Creek, Colorado 80467
Yampa F.P.D.:	Yampa Fire Protection District P.O. Box 94 Yampa, Colorado 80483
Craig R.F.P.D.:	Craig Rural Fire Protection District P.O. Box 351 Craig, Colorado 81625
BCC/County:	Routt County Board of Commissioners P.O. Box 773598 Steamboat Springs, Colorado 80477

Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in Steamboat Springs,

Colorado.

Board of County Commissioners  
Routt County, Colorado

By:   
Daniel R. Ellison, Chairman

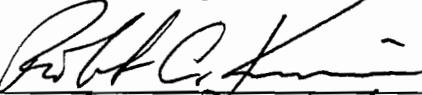
Routt County Sheriff

By:   
John Warner

City of Steamboat Springs

By:   
Kathy Connell, President City Council

Steamboat Springs Rural Fire Protection District

By:   
Title: Board President

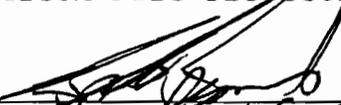
North Routt Fire Protection District

By:   
Title: Board Member

West Routt Fire Protection District

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Oak Creek Fire Protection District

By:   
Title: President Oak Cr. F.P.D.

Yampa Fire Protection District

By: Russell Bell  
Title: PRESIDENT YAMPA FIRE PROTECTION DISTRICT

Craig Rural Fire Protection District

By: [Signature]  
Title: Board President

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