

**MEMORANDUM OF UNDERSTANDING
REGARDING
CONTROLLED AGRICULTURAL BURNING**

This Memorandum of Understanding ("**MOU**") is entered into by and between the Summit Fire & EMS Fire Protection District ("**SFE**") and _____ ("**Owner/Manager**"). SFE and the Owner/Manager are collectively referred to herein as the "**Parties**", or individually as a "**Party**".

WHEREAS, SFE is a political subdivision of the State of Colorado, formed pursuant to C.R.S. § 32-1-101, *et seq.*, to provide fire suppression, fire prevention and public education, rescue, hazardous materials, ambulance, and emergency medical services (collectively "**Emergency Services**") to the citizens and property located within its jurisdiction and to individuals passing through, or conducting other activities within, its jurisdiction;

WHEREAS, Owner/Manager is the property owner and/or land manager of the agricultural property located at _____ ("**Property**"). The Property is located within SFE's jurisdiction; and

WHEREAS, due to its zoned status as agricultural property, the Property is not subject to the laws, rules, or regulations that otherwise relate to SFE's permitting of prescribed and open burning activities within its jurisdiction. Notwithstanding the foregoing, the Parties mutually desire to cooperate in the conduct of controlled agricultural burns on the Property, for the purpose and as set forth in this MOU.

NOW THEREFORE, the Parties enter into this MOU to further the above-stated goals through the following actions, and such other actions as the Parties deem necessary or appropriate:

1. **Purpose.** The purpose of this MOU is to provide a framework regarding the procedures to be followed by each Party when controlled agricultural burns are conducted on the Property by the Owner/Manager. The Parties acknowledge and agree that no contractual relationship is created between them by this MOU, but agree to work together in a spirit of cooperation to take appropriate precautionary and responsive measures to protect the public safety and the Property from damage or injury as the result of controlled agricultural burns.

This MOU is not intended to, and does not, address laws, rules, and regulations of other governmental agencies regarding controlled agricultural burns to which the Property or the Owner/Manager may be subject, such as related to air pollution and air quality, which remain the responsibility of the Owner/Manager or other Property agent.

2. **Term and Termination.** This MOU will commence as of the date the last Party signs this MOU. Either Party may give written notice to the other Party at any time of its desire to terminate the MOU, and the effective date of termination.

3. **Procedures To Be Followed by SFE.** During the term of this MOU, SFE will:

a. Answer questions from and provide information upon request to the Owner/Manager, or his/her designee, regarding preventative measures to enhance the safety of controlled agricultural burns; current and anticipated fire danger and fire restrictions; current and

anticipated weather conditions affecting controlled agricultural burns; the local adopted Fire Code, and other matters within SFE's knowledge and authority;

b. Conduct a pre-burn visit to the Property to meet with the Owner/Manager, or his/her designee, to inspect the site of the anticipated controlled agricultural burn and discuss measures that may be taken to mitigate the risk of escaped or uncontrolled fire; and

c. Respond to emergency incidents occurring at the Property during the controlled agricultural burn in accordance with SFE's Emergency Services response procedures.

4. **Procedures To Be Followed by the Owner/Manager.** During the term of this MOU, the Owner/Manager will:

a. Refrain from conducting a controlled agricultural burn when the fire danger index is High, Very High, or Extreme; during unfavorable weather conditions, such as high winds, low relative humidity, or red flag warnings; or during a Summit County Stage I or Stage II fire ban;

b. Extinguish a controlled agricultural burn in the event of changing weather during the progress of a controlled agricultural burn implicating one of the above weather conditions, or upon the request of SFE if the controlled agricultural burn is creating traffic, property, or life safety concerns;

c. Notify Summit County 911/Dispatch Center at 970-668-8600 of the intent to begin a controlled agricultural burn, and again after the burn is extinguished and secure;

d. Ensure that the controlled agricultural burn is conducted only during daytime hours, is extinguished by nightfall, is at all times attended by one or more responsible parties, and is never left unsupervised;

e. Ensure that adequate water supplies and/or heavy equipment capable of extinguishing the controlled agricultural burn are on-site at all times during the burn; and

f. If the smoke column from the controlled agricultural burn will be visible from Colorado Hwy 9, place road signage adjacent to both the north- and south-bound lanes stating that an agricultural burn is in progress and do not call 911.

5. **Resources.** The Owner/Manager, or his/her designee, is solely responsible for all costs, materials, equipment, signage, and labor required to conduct the controlled agricultural burn, including its control and extinguishment. SFE is not responsible to provide any materials, equipment, signage, or personnel in connection with the controlled agricultural burn, except as may be needed during SFE's response to an emergency incident occurring on the Property, and will not provide standby services unless requested by the Owner/Manager and on such terms and conditions as may be agreed to by the Parties, including the payment of appropriate charges for such services. SFE assumes no liability for any loss, causes of action, claims and demands, damages, costs, expenses, or other compensation arising from or relating to the controlled agricultural burn, including, but not limited to, from escaped or uncontrolled fire, which remain the responsibility of the Owner/Manager, the Property, or other responsible party.

6. **Notice.** Any notice given under this MOU will be given in writing and hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below each

Party's respective signature. Notices are effective upon receipt. Either Party may change its address for receiving notice by providing notice to the other Party in accordance with this paragraph.

7. **Governmental Immunity.** Nothing in this MOU is intended to be, and will not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, SFE, or its directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. **No Assignment; No Third Party Beneficiaries.** Neither Party may assign this MOU without the other Party's written consent. This MOU is made solely and specifically between and for the benefit of the Parties and their respective successors and permitted assigns, and no other person or entity will have any rights, interest, or claims, or be entitled to any benefits, under or on account of this MOU as a third party beneficiary or otherwise.

9. **Amendment.** This MOU is the entire understanding between the Parties regarding the subject matter of this MOU, and there are no other oral or collateral agreements or understandings. The Parties may amend this MOU at any time by a document signed by both Parties.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding.

Summit Fire & EMS Fire Protection District Owner/Manager

By:

By:

Name/Title:

Name/Title:

Date:

Date:

Address: 0035 County Shops Road
PO Box 4910
Frisco, CO 80443

Address: