

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
NORTHWEST COLORADO FIRE AND AVIATION 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 and Aviation Management Unit ("BLM"), the Colorado Department of Public Safety, Division of Fire Prevention and Control ("DFPC"), the Board of County Commissioners of Moffat County, Colorado ("BOCC") and the City of Craig, Colorado; jointly referred to as the "Parties." The Parties are jointly interested in using the airport as a base of operations to support wildland firefighting operations. The Craig/Moffat County Airport is well situated for single engine air tanker (SEAT), fixed wing, and helicopter operations in support of wildland firefighting efforts.

**II. Purpose(s) The Purpose of this MOU is:**

- A. 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.

- B. A secondary purpose of the MOU is to express mutual support for the goal of long-term operations of the base, including the pursuit of transitioning from a mobile retardant base to the development of permanent facilities. Agreements separate from this MOU will be put in place to implement the transition to a permanent SEAT base.

### **III. Background**

- A. A MOU was in place between the Parties for coordinated SEAT, fixed- wing aircraft, or helicopter operations until October 2020.
- 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.
  - 3. 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, 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. Keeping the ramp and operations area clean and free of stains, trash, and debris.
7. Complying 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 of the recycled asphalt area to the west of the ramp of the Craig/Moffat County Regional Airport for SEAT operations and light, medium, and heavy helicopter and associated vehicle parking, or other areas as directed by the airport manager. Such use includes fueling and maintenance activities. BLM and DPFC use is subject to Foreign Object Debris conditions and will be coordinated with the airport.
2. Approve an area for overnight parking of support vehicles, trailers, and equipment. Fueling vehicles will 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 areas. 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.
3. Coordinate on long term pursuit of permanent infrastructure development for operational base facility.

D. Claims for Damage

The BOCC, City of Craig Colorado, and DFPC may file a claim with the BLM Colorado State Office for any damages to their property that result from SEAT, fixed- wing aircraft, or helicopter operations.

1. Any claims filed against the BLM will be processed 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 and Aviation Management Unit located in the Little Snake Field Office at 455 Emerson Street, Craig, Colorado.

#### **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**

The Parties may maintain their own record system 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 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 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 execution date unless terminated or cancelled prior to the expiration date.

B. Amendments:

1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.
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 upon 30-day written notice and agreement between all parties to terminate this MOU.

**XI. Records Management**

- A. Any records or documents generated because of this MOU shall become part of the official BLM record maintained in accordance with the BLM record management policies.
- B. The cooperating agencies will keep confidential and protect from public disclosure any and all documents related to or generated by this agreement. The BLM will determine their suitability for public review or release under the provisions of the Freedom of Information Act (FOIA), Privacy Act, and in accordance with Department of Interior or the BLM regulations.

8. **Signatures**

A. All signatories have the appropriate delegation of authority to sign this MOU.

B. The Parties have executed this MOU on the dates shown below.

\_\_\_\_\_  
Vince Welbaum, Aviation Unit Chief  
Colorado Division of Fire Prevention and Control

Dated: \_\_\_\_\_

\_\_\_\_\_  
Elijah Waters, Northwest District Manager  
Bureau of Land Management, Colorado State Office

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name, Title  
City of Craig, Colorado



\_\_\_\_\_  
Donald Broom  
Chair, Moffat County Commissioners

Dated: 7/22/21