

**By-Laws of the
Summit County Wildfire Council**

ARTICLE I Establishment of the Summit County Wildfire Council

(as written in the Summit County Community Wildfire Protection Plan ~ ADOPTED SEPTEMBER 11, 2006; REVISED NOVEMBER 16, 2006 and May 12, 2010, and November 18, 2021)

MEMORANDUM OF UNDERSTANDING

For the Establishment of a Summit County Wildfire Council and Conceptual Endorsement of a Summit County Community Wildfire Protection Plan

**This Memorandum of Understanding: (1) is for the sole benefit of the Participating Parties and shall not be deemed to benefit any other person or entity, and (2) does not grant or confer upon any third party any right to claim damages or to bring any action or other proceeding against any party to this Memorandum of Understanding.*

**Nothing in this Memorandum of Understanding will be construed as limiting or affecting in any way the authority or legal responsibility of any of the Participating Parties or as binding on any of the Parties to perform beyond the respective authority of each, or as requiring any Party to assume or expend any sum in excess of appropriations available.*

**Each of the Parties shall use its best efforts to comply with the intent of this Memorandum of Understanding through the procedures contained here within. However, failure of a Party to exercise the procedures of this Memorandum of Understanding shall not be the basis for challenging, invalidating or modifying any decision made by any Party.*

A. Participating governmental jurisdictions and agencies together deemed the “Parties”

The following governmental jurisdictions and agencies are signatories of this Memorandum of Understanding:

Summit County	Town of Silverthorne	Red, White & Blue Fire Protection District
Town of Breckenridge	Dillon Ranger District, White River National Forest, United States Department of Agriculture, Forest Service	Summit Fire & EMS
Town of Blue River		Colorado Division of Wildlife
Town of Dillon		
Town of Frisco	Colorado State Forest Service	Denver Water
Town of Montezuma		

B. Introduction

All participating governmental jurisdictions and agencies have responsibilities for developing and implementing land use management plans and/or protection of public health and safety and have the ability to authorize actions under their respective jurisdictions.

The municipalities and County have adopted plans and other land-use control regulations to guide development of private lands within their respective jurisdictions.

The USDA Forest Service (FS) has bodies of legislation, regulations, and procedures for land-use planning and management on designated federal lands.

The fire protection districts have adopted fire codes and regulations and are responsible for fire mitigation and response planning and implementation.

The Colorado State Forest Service has responsibility for providing technical assistance to public and private cooperators regarding fire wildfire mitigation and other forestry related topics.

The Colorado Division of Wildlife has statutory responsibility for the management of the wildlife and fisheries resources of the State of Colorado.

The Parties recognize that wildfires and forest health issues often cross-jurisdictional boundaries and as a result effective wildfire mitigation, emergency response and forest health enhancement actions require cross-boundary, multi-jurisdictional cooperation.

The Parties also recognize that policy decisions related to wildfire and/or forest health by one Party may affect decisions by the other or create impacts for another Party. The Parties further recognize the need to involve, as a minimum, adjacent or nearby property owners, land managers, and residents of the area in wildfire/forest health response and mitigation planning.

The Parties believe therefore, that it is in the best interest of the Participating Parties to work together to establish an effective mechanism for meaningful cooperation in wildfire/forest health mitigation and response planning.

C. Geographic Area Covered by this MOU

All lands, public and private, within the existing boundaries of Summit County, Colorado are the lands of focus for this Memorandum of Understanding.

D. Purpose

The purpose of this Memorandum is to establish a Summit County Wildfire Council (SCWC) and conceptually endorse the Summit County Community Wildfire Protection Plan (SCCWPP).

E. Objectives

In recognition of the preceding conditions, the Parties agree to coordinate their respective planning and decision making activities in a manner consistent with the respective responsibilities and authorities assigned to each. The Parties agree to work together to achieve maximum benefits from available resources, to reduce duplication of effort and length of process

time, and to attain better overall coordination throughout the area of mutual concern regarding wildfire/forest health mitigation and response.

F. Authorities

The following laws, regulations or authorities supporting or requiring this course of action are cited below.

The principal* Federal authorities pertaining to this Memorandum of Understanding are:

1. The Federal Healthy Forest Act of 2003.
2. The Federal Land Policy and Management Act of 1976.
3. The National Environmental Policy Act of 1969.
4. The Forest and Rangeland Renewable Resources Planning Act as amended by the National Forest Management Act of 1976.
5. The Alaska National Lands Conservation Act.
6. Organic Act
7. Multiple Use Sustained Yield Act

The Statutory Counties and Municipalities have the authority to enter into this Memorandum of Understanding by the following principal* laws:

1. Article XIV, Section 18 of the Colorado State Constitution and legislation pursuant thereto; namely, C.R.S., § 29-1-201, et. Seq
2. The Local Government Land Use Enabling Act, C.R.S., § 29-20-105, et. seq.
3. C.R.S., §-30-11-101 (1)(d), County Powers and Functions.
4. C.R.S. §-24-65.1-101et seq. Areas and Activities of Statewide Interest.

G. Roles of Participating Parties

Now, therefore, it is agreed that the role of the SCWC is to:

1. Develop a coordinated and integrated plan to maximize the effectiveness of community efforts to reduce the risk of wildfire.
2. Guide education and public outreach efforts to provide accurate and helpful information.
3. Coordinate efforts to work with Homeowners, Homeowner Associations and the public to reduce wildfire risk on private land.
4. Guide the maintenance of base information and tools to evaluate and assess the risk of wildfire as presented in the Draft Wildfire Protection Plan dated September 2005.
5. Cooperate in refining and revising the Draft Summit County Wildfire Protection Plan dated September 2005.
6. Cooperate in the development and implementation of any supplements to this Memorandum of Understanding.
7. Evaluate and assess the effectiveness of wildfire planning efforts and revise the wildfire protection strategy as necessary.
8. Communicate actions and proposed actions regarding wildfire mitigation and forest health activities to the public and other governmental jurisdictions.

H. Effect on Prior Agreements

This Memorandum of Understanding is intended to work in concert with prior agreements. It is not intended to preempt or supersede prior agreements.

I. Funding

The primary funding regarding the implementation of this Memorandum of Understanding will be borne by the Participating Parties. While the Wildfire Council may request funding by Participating Parties of specific projects in the future, this Memorandum of Understanding does not obligate funding by any Participating Party.

J. Administration

The following representatives or their designees have the authority to speak for their respective jurisdictions and agencies for the purposes of this Memorandum of Understanding and regarding actions undertaken under this Memorandum of Understanding.

Board of County Commissioners Summit County	Mayor Town of Frisco	Chief Red, White & Blue Fire Protection District
One Citizen Representative from Each Basin as appointed by the Board of County Commissioners	Mayor Town of Silverthorne Mayor Town of Montezuma	Chief Summit Fire & EMS Colorado Division of Wildlife
Mayor Town of Breckenridge	Dillon Ranger District, White River National Forest, United States Department of Agriculture, Forest Service	Denver Water
Mayor Town of Blue River		
Mayor Town of Dillon	Supervisory Forester Colorado State Forest Service, Granby, CO	

1. All Parties recognize that time is of the essence in performance under this Memorandum of Understanding. In general, the representatives, their designees, or appropriate staff specialists will contact one another, as necessary, subject to this Memorandum of Understanding and any supplemental Agreements.
2. Nothing in this Memorandum of Understanding will be construed as limiting or affecting in any way the authority or legal responsibility of any of the Participating Parties or as binding on any of the Parties to perform beyond the respective authority of each, or as requiring any Party to assume to expend any sum in excess of appropriations available.
3. Failure, by any Party to exercise the provisions within this Memorandum of Understanding will not be considered cause to invalidate, postpone, or delay prescribed review, permitting, planning, or decision processes governing the responsible jurisdiction.
4. This Memorandum of Understanding: (1) is for the sole benefit of the participating parties and shall not be deemed to benefit any other person or entity, and (2) does not grant or confer upon any third party any right to claim damages or to bring any action or other proceeding against any party to this Memorandum of Understanding.
5. Amendments or supplements to this Memorandum of Understanding may be proposed by any Party and shall become effective upon written approval by all Parties of such amendments or supplements.

6. This Memorandum of Understanding shall become effective when signed by the Parties hereto and is intended to remain in effect without termination. However, any Party may formally terminate their participation in this Memorandum of Understanding after 30 days notice in writing to the other Parties of the intention to do so.
7. Each and every provision of this Memorandum of Understanding is subject to the laws of the United States, the State of Colorado, participating local governments and the regulations of the Secretaries of the United States Departments of Agriculture and the Interior.

In Witness Whereof, the Parties herein have caused this document to be executed as of the date of the last signature shown below: (original signatures affixed to the May 12, 2010 Revised SC CWPP and kept in hard copy at the CSU Extension office in Summit County).

ARTICLE II Purpose of the Summit County Wildfire Council

The purpose of the Summit County Wildfire Council is to use the SC CWPP to identify areas where the risk and potential community impact of wildfire is greatest and to guide and coordinate community efforts to reduce the risk of wildfire through public education, reducing hazardous fuels and reducing structural ignitability.

ARTICLE III Function and Responsibilities of the Summit County Wildfire Council

See ARTICLE I Section G above

ARTICLE IV Membership

Section 1. Number and Categories of Members

See ARTICLE I Section J above

Section 2. Terms of Members

All parties named above shall always retain a seat and provide a representative to serve on the Summit County Wildfire Council. Each of the four river basin representatives shall be made up of Summit County community members at large, one (1) resident representative per basin, who resides in that basin. River basin representatives shall serve a three (3) year term.

Section 3. Member Nomination and Appointment

Members of the Summit County Wildfire Council shall be nominated and appointed as follows:

1. One (1) member shall be appointed to represent each of Summit County's four (4) river basins, by the BOCC, to the Summit County Wildfire Council upon termination of each three (3) year term. Appointments shall be made at the first regular meeting of the BOCC of the calendar year. The Summit County Wildfire Council staff shall review all applications at a regular or special meeting. At the Summit County Wildfire Council's discretion, one or more applicants for each position may be invited for personal interview prior to recommending an applicant(s) to the BOCC for appointment. The Summit County Wildfire Council shall recommend to the BOCC which persons should be selected for appointment. It is up to the BOCC whether or not they will interview applicant(s) prior to appointment.
2. When a vacancy in the Summit County Wildfire Council occurs prior to expiration of the subject member's term, the Summit County Wildfire Council may fill such vacancy with a temporary appointment. The term of a temporary appointment by the

Summit County Wildfire Council shall be until the end of the then current calendar year. Members temporarily appointed by the Summit County Wildfire Council shall be presented to the BOCC annually for appointment to fill the subject unexpired term of the vacated membership position.

Section 4. Compensation

Members of the Summit County Wildfire Council shall serve without pay.

Section 5. Sub-Committees and Workgroups

From time to time the Summit County Wildfire Council may decide to form a sub-committee or work group to examine particular issues or to research and develop recommendations on matters of concern to the Summit County Wildfire Council. The Summit County Wildfire Council may elect to invite non-members of the Summit County Wildfire Council to participate in a committee or work group.

ARTICLE V Conduct of Meetings

Meetings of the Summit County Wildfire Council shall be conducted as follows:

Section 1. Open to the Public

All regular and special meetings of the Summit County Wildfire Council shall be open to the public.

Section 2. Regular Quarterly Meetings

The Summit County Wildfire Council shall hold regular meetings beginning the third Thursday of February, repeating each quarter, at a place and time determined by the Summit County Wildfire Council. These meetings are scheduled to begin at 1:30 PM. Every attempt is made to conclude this meeting by 3:30 pm; however, they can extend 15 to 30 additional minutes in order to meet the fluctuating agenda. A regular meeting of the Summit County Wildfire Council may be cancelled if no business is scheduled for discussion.

Section 3. Special Meetings

Special meetings of the Summit County Wildfire Council may be called by the Chairperson or by a majority of the Summit County Wildfire Council. There shall be at least seven (7) days notice provided to Summit County Wildfire Council members of any special meeting.

Section 4. Meeting Notice

The agenda of all regular and special meetings of the Summit County Wildfire Council shall be posted on public bulletin boards in the Old County Courthouse in Breckenridge and the County Commons Building in Frisco and on the County's website no less than twenty-four hours prior to the meeting.

Section 5. Quorum

A quorum for purposes of decision-making shall consist of a majority of Summit County Wildfire Council membership at the time. If there is not a quorum in attendance, there will not be a meeting.

Section 6. Minutes and Records of Meetings

Written minutes of each regular and special meeting shall be prepared by staff of the Summit County Wildfire Council and presented to the Summit County Wildfire Council for approval prior to becoming an official record of the meeting. Minutes and other material resulting from the conduct of Summit County Wildfire Council activities shall be kept on file in the CSU Extension Office and shall be available for inspection by the public upon reasonable request, except as provided by law.

ARTICLE VI Amendments

These by-laws may be amended by a two-thirds majority vote of members, either present or by e-mail, at a regularly scheduled meeting of the Summit County Wildfire Council subject to final approval of such amendments by the BOCC.

ARTICLE VII Effective Date

These bylaws shall be effective upon approval by the BOCC.

ADOPTED THIS _____ DAY OF _____

[Name], Chairperson

**APPROVED THIS _____ DAY OF _____
SUMMIT COUNTY
STATE OF COLORADO
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

BOCC Chair

ATTEST:

Clerk & Recorder