

**AGREEMENT AND LICENSE TO ENTER UPON LAND
FOR: PRESCRIBED BURN SERVICES, FUELS REDUCTION/MITIGATION,
TRAINING AND OTHER ACTIVITIES AS DESCRIBED**

This Agreement and License to Enter Upon Land for services and/or work described below in Section 2 of this Agreement (the “Agreement”) is hereby entered into this ____ day of _____, 2025, by and between the State of Colorado Department of Public Safety, Division of Fire Prevention and Control (the “DFPC” or “Licensee”), and the City and County of Denver, by and through the Department of Parks and Recreation, Denver Mountain Parks Division (“DMP” or “Licensor”) each individually a “Party” or collectively the “Parties”.

RECITALS

WHEREAS, the DFPC, pursuant to § 24-33.5-1201(4)(a)(I), C.R.S., shall execute, administer, perform, and enforce the rights, powers, duties, functions, and obligations relating to fire and wildfire preparedness, response, suppression, coordination, or management;

License Grant. As of the Effective Date of this Agreement, Licensor grants to the Licensee, its employees, invitees, volunteers, contractors and subcontractors authorized by the DFPC, and other persons necessary for the purposes stated in this Agreement solely acting within the scope of their employment or contract (collectively, the “Licensees”), a **non-exclusive** license and access to enter upon, over and across the License Area (defined below) in furtherance of the License Purpose (Section 2), together with full right and authority to Licensee(s), during the License Period set forth in Section 7 below for the purposes described below to enter upon the Property to access the License Area. This License is subject to the following terms and conditions:

WHEREAS, the Licensor has requested the DFPC’s assistance, either verbally or written or allowed them for the purposes set forth below; and

WHEREAS, the DFPC has agreed to assist the Licensor and requests access to and the right to enter upon the land/property described below, **upon prior notification to the Licensor**, for the purposes set forth below that are related to the DFPC’s mission of fire prevention and control; or DFPC may also initiate the agreement to assist the Licensor and requests access to and the right to enter upon the land/property described below for the purposes set forth below that are related to the DFPC’s mission of fire prevention and control; and

WHEREAS, Licensor is the owner of the Property as defined below, or has the right to occupancy thereof;

WHEREAS, Licensor has the right to grant a license to enter upon the Property for the purposes set forth herein (the “License Area”); and

WHEREAS, Licensor desires to grant the DFPC a license in order for the Division to assist Licensor.

The Recitals set forth above are hereby incorporated into and are a part of this Agreement.

RECITALS FOR PRESCRIBED FIRE SERVICES ONLY

WHEREAS, the DFPC, pursuant to § 24-33.5-1203(1)(t), C.R.S., is empowered to implement a prescribed burning program, including conducting prescribed burning on any area in the state pursuant to § 24-33.5-1217, C.R.S., and shall conduct such prescribed burning programs in cooperation with local, state, or federal agencies, private persons, or concerns;

WHEREAS, the director of DFPC (“Director”), pursuant to § 24-33.5-1217(6)(a) C.R.S., may enter into an agreement with an owner or other person having legal control of property, including a public agency with regulatory or natural resource management authority over any such property, for the use of prescribed burning to prevent high-intensity wildland fires by reducing the volume and continuity of wildland fuels or to achieve other goals consistent with Article 33.5 of Title 24 of the Colorado Revised Statutes;

WHEREAS, the _____ **Licensor** has legal **ownership, management, and control** of property located on the **Denver Mountain Parks** _____ (“**DMP** _____”) bordered _____;

WHEREAS, the Director has determined that the **DMP** _____ has evaluated all alternatives to prescribed burning on the **DMP** _____ and concluded that prescribed burning is an appropriate hazardous fuel reduction method for the **DMP** _____;

COOPERATING AGENCY/LICENSOR RECITALS

~~**WHEREAS**, TO BE FILLED IN BY COOPERATING AGENCY _____~~
~~**WHEREAS**, TO BE FILLED IN BY COOPERATING AGENCY _____~~
~~**WHEREAS**, TO BE FILLED IN BY COOPERATING AGENCY _____~~
~~**WHEREAS**, TO BE FILLED IN BY COOPERATING AGENCY _____~~
~~**WHEREAS**, TO BE FILLED IN BY COOPERATING AGENCY _____~~
~~**WHEREAS**, TO BE FILLED IN BY COOPERATING AGENCY _____~~

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals above are hereby incorporated into and made a part of this Agreement to the same extent as if fully stated herein.

Section 2. Purpose. The purpose of this Agreement is to allow DFPC to conduct the following activities; (check all that apply)

- Prescribed Burn Services (Broadcast, Piles, Air Curtain Burner, etc)
- Fuels Reduction/Mitigation
- Hazard Tree Removal
- Training & Supervision **NWCG trainings** _____
- Other: _____

on _____ owned/ legal control of **Licensor-owned** property, and to establish the respective responsibilities of the Parties in reference to the planned listed activity(ies). **See Appendix A for Scope of Work/Maps.**

Section 3. Prescribed Burn Services (If Applicable).

- (A) The Services shall be performed in accordance with the Plans, faithfully, and with due diligence in accordance with the professional standard of care applicable to such services.
- (B) The Services shall only be performed after **DMP**_____ has provided DFPC with a properly executed License to Enter Agreement to begin planning, an Agency Administrator Ignition Authorization prior to any ignitions, and a Prescribed Fire Delegation of Authority prior to ignitions when DFPC personnel serve in a Prescribed Fire Burn Boss role.
- (C) All Parties shall at all times strictly adhere to the approved Plans and the National Wildfire Coordinating Group and DFPC standards in the execution of the Services.
- (D) DFPC may enter onto the property more fully described in **Appendix A** to this Agreement for the purposes set forth in **Appendix A**, including training and, performing the Services, and enacting the Plans.
- (E) **The DMP land parcel referred to as the “Elk-Bergen Property”, also referred to as the “Tibaldo” property, owned as tenants-in-common by and between the City and County of Denver and Jefferson County, is excluded from the license under this Agreement. Additionally, certain leased land owned by the Highlands Ranch Community Association, Inc. and directly abutting Daniels Park is also excluded from the license under this Agreement.**

Section 4. Fuels Reduction/Mitigation & Hazard Tree Removal (If Applicable).

- (A) DFPC shall perform activities described in Appendix A. The Services shall be performed in accordance with the Plans, faithfully, and with due diligence in accordance with the professional standard of care applicable to such services.

Section 5. Training and Supervision (If Applicable).

- (A) The Parties acknowledge that the Services can provide an invaluable training opportunity for **DMP**_____. If applicable DFPC will assist in the provision of training to **DMP**_____ by providing supervision of **DMP**_____ who are assisting in the performance of the Services.

- (B) The Parties may work together to provide joint training opportunities to their respective wildland fire team members.

Section 6. Independent Contractors.

- (A) In the performance of the obligations under this Agreement, the Parties agree that DFPC is at all times acting and performing as an independent contractor. Except as otherwise stated in this Agreement, the **Licensors** shall not have or exercise any control or direction over the method, manner and means by which DFPC performs its obligations; the techniques, sequences, or procedures employed by DFPC in performing the Services; the safety precautions and programs incident thereto; or for any failure of DFPC to comply with law and regulations applicable to the provision of the Services. DFPC understands and agrees that its employees are not employees **of the City and County of Denver**. DFPC is solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation for benefits to its employees under this Agreement. Further, it is expressly understood and agreed that DFPC employees are not entitled to any payroll, insurance, unemployment, workers' compensation, retirement, or any other benefit.
- (B) The **DFPC** personnel and equipment shall be and remain under the command and control of **DFPC** or representative, except that when such personnel or equipment are participating in prescribed burn activities they shall follow National Incident Management System and Incident Command Structure principles, and follow the appropriate chain of command. **DFPC materials and equipment used for specific projects may remain on site at the project location only for the duration of the project. DFPC is responsible for securing the materials to guard against possible tampering, theft, or vandalism. The location for the materials and equipment for specific projects must be mutually agreed upon by a DFPC and DMP representative. All equipment and materials shall be removed from Licensor owned land at the time DFPC personnel or contractors conclude their work and leave the land. DMP will not be liable for any damage, theft, or vandalism that occurs to any DFPC equipment or materials while on DMP land during specific project periods.**
- (C) All personnel made available to DFPC under this Agreement shall remain employees or independent contractors of their own agency for all purposes under this Agreement, including workers' compensation and employer liability insurance.

Section 7. Consideration. The Parties acknowledge and agree that DFPC has received and will receive good and adequate consideration in exchange for its obligations under this Agreement, including without limitation the opportunity to fulfill its statutory duties under § 24-33.5-1203, C.R.S.

Section 8. Term. The term of this Agreement shall be five (5) years from the last approval date of the Plans, unless earlier terminated in accordance with this Section 7-9. Upon written agreement of the Parties, the Agreement may be extended for an additional five (5) year term.

OR

~~License Period. (a) This License shall be in effect from the Effective Date _____ to _____, inclusive (the "License Period"). (b) Any dates or times excluded from the License Period, shall be specified here: _____. (c) No work shall be commenced until this License has been fully signed and dated by both Licensor and the Licensee.~~

Section 9. Termination. Either Party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other Party at the address provided herein without compensation to the other Party. Any notice of termination shall state the effective date of such termination. Notwithstanding the foregoing, DFPC may not terminate this Agreement during an active prescribed burn, nor any period of time wherein DFPC has been delegated full authority for the ignition and management of the prescribed fire project as described in **Appendix A**, and any notice of termination from DFPC provided during or immediately before a prescribed burn will be deemed effective after the prescribed burn has been completed and a Prescribed Fire Return of Delegation has been properly executed by DFPC and delivered to Utilities.

Section 10. Reimbursement and Billing (If applicable).

- (A) Other than the training requirements provided in Section 5 above, DFPC shall not be required to compensate the **DMP** _____, or _____ for any Services or equipment provided under this Agreement with respect to Services.
- (B) **Licensor** shall not be required to compensate DFPC for Services completed during DFPC's regularly scheduled work hours. In the event DFPC employees are required to work overtime hours, incur travel and per diem cost, and/or supply needs to accomplish the Services, **Licensor** shall reimburse DFPC for those costs in accordance with the DFPC's Colorado Resource Rate Form and or actual supply costs
- (C) DFPC shall provide **Licensor** with an accounting of all overtime hours worked on a monthly basis. DFPC shall bill Licensor for such overtime, travel per diem and supply costs within 120 days of the completion of the event, and Licensor shall pay DFPC within 30 days of receipt of the invoice(s).

Section 11. Notice. Any notice required by this Agreement for each Party shall be addressed to the following persons:

To: DFPC/LICENSEE

COLORADO DIVISION OF
FIRE PREVENTION AND CONTROL
Tony Simons, Deputy District Chief
7385 Greendale Road Suite 102
Windsor CO 80550

To:/LICENSOR

DENVER MOUNTAIN PARKS
Andy Perri – Program Manager
300 Union Ave., Morrison, CO 80465

(303) 718 - 8663

The addresses above may be changed from time to time by written notice to the other Party. ~~Notwithstanding the above notice address for _____, all requests for resources shall be directed to the following, unless otherwise notified by _____ in writing:~~

Section 12. Assignment. Neither Party may assign or otherwise transfer this Agreement or any part hereof without the prior written consent of the other Party.

Section 13. Governing Law. This Agreement is subject to and shall be interpreted in accordance with the laws of the State of Colorado. Venue and jurisdiction shall exclusively be in the City and County of Denver.

Section 14. Appropriation of Funds. Performance of each Party's obligations under this Agreement is expressly subject to the appropriation of funds by each Party's governing body. In the event that funds are not appropriated in whole or in part sufficient for the performance of the obligations set forth in this Agreement, then either Party may terminate this Agreement immediately without payment of compensation to the other Party upon provision of written notice to the other Party. This Contract is expressly made subject to the limitations of the **DMP**. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by **the Licensor** or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this contract, with respect to any financial obligations **of Licensor** which may arise under this Contract in any fiscal year after the year of execution in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Contract at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by **Licensor**.

Section 15. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto, and all other representations or statements made, verbal or written, are merged herein, and this Agreement may be amended only in writing and executed by the duly authorized representatives of the Parties hereto.

Section 16. Governmental Immunity. Nothing in this Agreement shall be interpreted to limit or prevent the protections afforded to the Parties under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S. Additionally participation by members of **DMP** _____ in prescribed burn activities under this Agreement shall not be construed as a waiver of any protections afforded to them or the **DMP** _____ under § 24-10-101, *et seq.*, C.R.S.

Section 17. No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person or entity relating to this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Section 18. Amendments. The Parties agree that this Agreement may only be modified in writing by a written agreement approved by one with authority delegated by the governing bodies of each Party or the governing bodies themselves.

Section 19. Parties Agree to be Bound. Each Party binds itself, its partners, successors, assigns and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement.

Section 20. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Section 21. Publicity. DFPC and **Licensor** shall not at any time use the name, trademark(s) or trade name(s) of the other in any advertising or publicity without the prior written consent of the other.

Section 22. Non-Waiver. The failure of a Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of a Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by such Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

Section 23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed original and all of which together shall constitute one and the same instrument. Copies of signatures shall be permitted for purposes of the binding nature of this Agreement.

Section 24. Appendix. The **appendix** attached to this Agreement are hereby incorporated into the agreement.

SIGNATURES TO BE PROVIDED ON NEXT PAGES

IN WITNESS WHEREOF, the representatives of each Party hereto certified via execution below that they are duly authorized to commit their organization to this Agreement in its entirety:

CITY AND COUNTY OF DENVER

By: See City Signature Page Date: _____

APPROVED AS TO FORM:

STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL

By: _____ Date: _____

- Mike Morgan, DFPC Director
- Vaughn Jones, DFPC WFMS Section Chief
- Paul Duarte, DFPC WFMS Deputy Section Chief
- Phil Daniels, DFPC WFMS Deputy Section Chief

If Applicable:

By: _____ Date: _____

- Tammy Lichvar, CDPS Director of Purchasing & Contracts

Appendix A - Scope of Work

DFPC will assist Denver Mountain Parks in all facets of prescribed fire where applicable. This work will be conducted to meet Denver Mountain Parks goals and objectives of hazardous fuels reduction, forest health improvement, wildlife habitat improvement, and watershed management. This can/will include the following:

- Prescribed Fire Plans.
- Prepare project area management preparation, including tree felling (manual/mechanical), pile building, slash management, etc.
- Provide NWCG- approved training to Denver Mountain Parks personnel.
- Manage Denver Mountain Parks burning operations when needed.

Specific project details will be discussed and mutually agreed upon for each designated project area.

~~General Description of Project –~~

- ~~● General activity to be utilized (prescribed fire, mechanical treatment, manual cutting, training and certification, etc.)~~
- ~~● Purpose/objectives (hazardous fuels reduction, forest health improvement, wildlife habitat improvement, any formal prescription information available, training and certification, etc.)~~
- ~~● Any other project related information (management plans, grants/funding, part of a multi-ownership project, etc.)~~

~~Detailed Description of Activities and Services to be Performed –~~

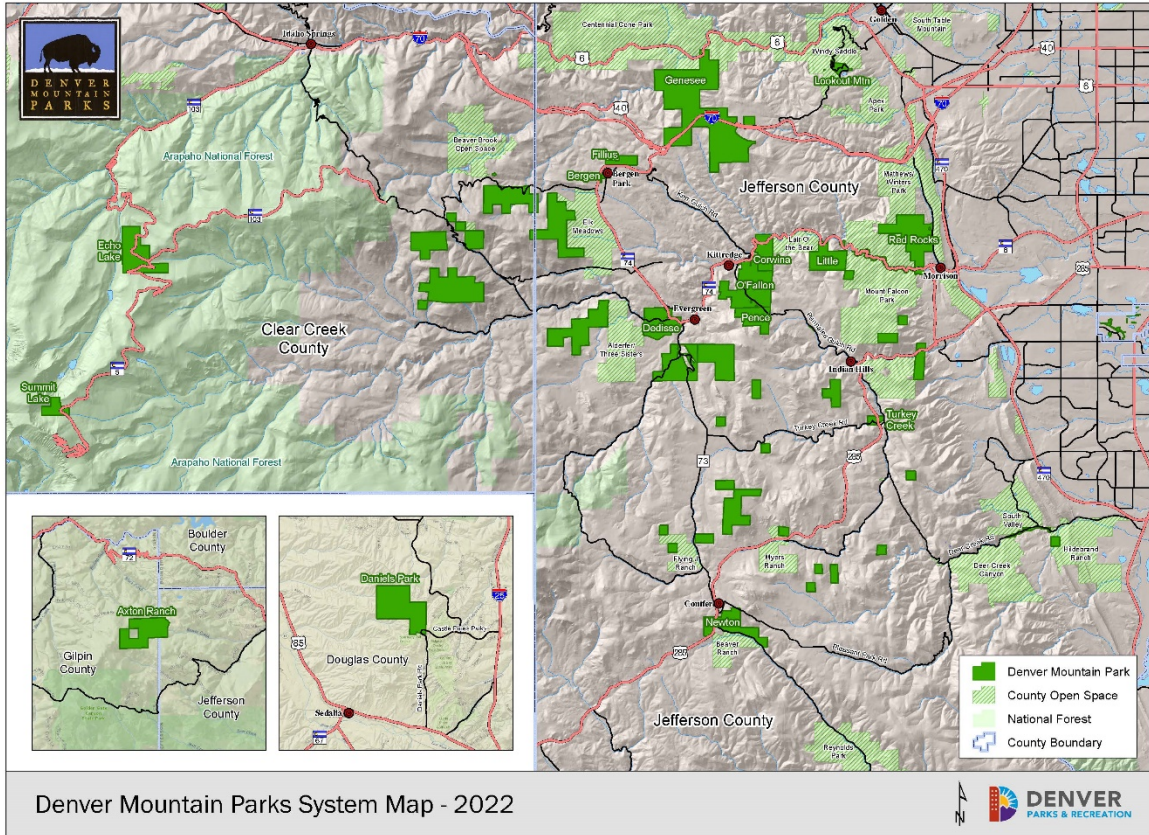
- ~~● Brief description of activities and services to be provided – acres treated, piles burned, students trained, etc.~~
- ~~● DFPC Resources to be utilized – personnel, equipment, supplies~~
- ~~● Activity/task (cutting projects) – cutting method and type of vegetation to be treated, any prescriptions/specifications; slash management and disposal methods, and who is responsible for managing slash~~
- ~~● Activity/task (prescribed fire projects) – development of an approved prescribed fire plan, any site prep work, implementation (ignitions, mop-up and patrol, timeframes, etc.)~~

- ~~Activity/task (training) – classroom vs field exercises, any site preparation or alterations needed~~
- ~~Activity/task (other) – described as necessary~~
- ~~Estimated time frames for project initiation and completion~~
- ~~Note any services (access/keys/locks), equipment, supplies, etc. to be provided to DFPC and/or performed by the landowner~~
- ~~Note if additional personnel from other government agencies may be utilized as part of the project activities. If so, note the approximate number of personnel, equipment, and that they will be covered under agency liability and worker's Comp~~

~~Other~~

- ~~If needed~~

Maps



(attach at least one map showing project area and treatment or activity locations)

Contract Control Number:
Contractor Name:

PARKS-202472236
COLORADO DEPARTMENT OF PUBLIC SAFETY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202472236
COLORADO DEPARTMENT OF PUBLIC SAFETY

By: See Contractor Signature Page

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)