## Memorandum of Understanding Archuleta County Community Chipping Program

COMES NOW, Firewise of Southwest Colorado (hereinafter, "Firewise") on the one hand and Archuleta County, (hereinafter "County") on the other hand and state and agree as follows:

WHEREAS, Wildfire has been an integral part of the local ecosystem for thousands of years; and,

WHEREAS, throughout the Southwest, the last few years have witnessed the loss of many lives and millions of dollars, worth of destruction due to wildfires; and

WHEREAS, of considerable concern is the substantial amount of privately owned land that is capable of burning; and,

WHEREAS, The Community Chipping Project provided for herein (hereinafter the, "Project") is developed to encourage residents and property owners in Archuleta County to take measures to reduce the fuels that allow the inevitable wildfires to grow and spread; and,

WHEREAS, the project establishes a drop off site for woody slash that is removed from private land at no charge. Further, material will periodically be chipped by a rented horizontal or tub grinder and the wood chips produced will be sold to help fund operations; and,

WHEREAS, FireWise has obtained grant funding through the State of Colorado, Department of Natural Resources to cover the costs of the project; and

WHEREAS, it is anticipated that the Project will remove about 450 tons of fuel from private land and decrease the bulk deposited annually at the County landfill by 25%.

NOW THEREFORE, in consideration of the joint and mutual promises contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto state and agree as follows:

- 1. County will make available a slash drop off area at the County Transfer Station, located at 2140 County Rd. 500. The slash area will be to the north of the recycling drop off and would be accessed by the gated service road that is north of the main station entrance.
- 2. The slash drop off area will be open a specified number of days as determined by the mutual agreement of the parties hereto but no less than weekly and not to be at times other than the normal hours of operation of the County Transfer Station. Loads will only be accepted during the specified hours.

- 3. The Slash Drop Off Area will be monitored by Firewise and not County personnel and no unsupervised loads could be dumped. Persons bringing slash will be required to fill out a brief questionnaire to monitor the effectiveness off the program and get an idea of how many acres are mitigated.
- 4. The expected season of chipping operations will be from March through September, 2014. This Agreement will expire September 30, 2014 unless extended by written agreement.
- 5. Firewise may, at its sole responsibility and liability operate a large horizontal or tub grinder at the Slash Drop Off Area in order to grind slash into chips. The chips will be stored adjacent to the slash piles awaiting treatment. Chip piles will be maintained at less than ten feet in height and routinely monitored by Firewise for temperature. Actual placement of slash and chip piles will be in accordance with the guidance of the Solid Waste Director.
- 6. The finished product will be offered for sale by Firewise in large bulk quantities as biomass and for landscaping purposes. All proceeds from sales shall be the sole and separate property of Firewise which assumes all liability arising out of, touching upon or concerning the operation of this Program. Unsold product will be removed from the site within 12 months of the end of the program.
- 7. Notwithstanding anything to the contrary herein, FireWise shall be responsible for:
  - Managing the program
  - Providing on site supervision during hours of operation
  - Fund equipment rental
  - Provide work crews for chipping operations
  - Maintain cleanliness of slash and chip pile area
  - Manage all product sales
- 8. Notwithstanding anything to the contrary herein the County shall be responsible for:
  - Providing a secure site for slash and chip piles at the County Transfer Station
- 9. No joint venture is created hereby and employees or volunteers of FireWise shall not be deemed employees or agent of Archuleta County.

FireWise of Southwest Colorado	Board of County Commissioners of Archuleta County, Colorado
By: Its:	Clifford Lucero, Chair
	ATTEST:
	June Madrid, Clerk and Recorder