

MODIFICATION No. 4
To
INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT
between
US FOREST SERVICE, ROCKY MOUNTAIN REGION
and the
USDI BUREAU OF LAND MANAGEMENT, COLORADO
USDI NATIONAL PARK SERVICE, INTERMOUNTAIN REGION
USDI BUREAU OF INDIAN AFFAIRS, SOUTHWEST REGION
USDI FISH AND WILDLIFE SERVICE, MOUNTAIN PRAIRIE REGION
USDI BUREAU OF RECLAMATION, GREAT PLAINS REGION and UPPER
COLORADO REGION
and the
STATE OF COLORADO, BOARD OF GOVERNORS OF THE COLORADO STATE
UNIVERSITY SYSTEM
COLORADO STATE FOREST SERVICE

This **MODIFICATION**, is hereby entered into by and between the parties listed above as as specified under the provisions of Colorado Cooperative Fire Management Agreement No. FS 06-FI-11020000-048, executed on June 22, 2006.

The purpose of this Modification is to add the following Clauses to the agreement:

1. Add the following Clause to be included under the General Provisions section:

53. Supplemental Fire Department Resources – There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises, resources will be mobilized via the process outlined in Exhibit E.

2. The following definition of Supplemental Fire Department Resources shall be added to the Glossary of Terms (Exhibit A):

Supplemental Fire Department Resources - Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.

FS Agreement No. 06-FI-11020000-048
Cooperator Agreement No. _____
6/30/09

3. Add the following Exhibit E.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY ACTING
BY AND THROUGH COLORADO STATE
UNIVERSITY

USDA FOREST SERVICE
ROCKY MOUNTAIN REGION

Director, Sponsored Programs DATE

Maibeth Gustafson 7/7/09
Regional Forester DATE

State Forester DATE

USDI BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

State Director Date

Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION

US FISH AND WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

Regional Director DATE

Deputy Regional Director DATE

Contracting Officer DATE
Southwest Regional Office, USDI
Bureau of Indian Affairs

USDI BUREAU OF RECLAMATION
UPPER COLORADO REGION

Regional Director DATE

The authority and format of this instrument has
been reviewed and approved for signature.

USDI BUREAU OF RECLAMATION
GREAT PLAINS REGION

Manuel H. Cordova 7/6/09
FS Agreements Specialist Date

Regional Director Date

3. Add the following Exhibit E.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY ACTING
BY AND THROUGH COLORADO STATE
UNIVERSITY

US FOREST SERVICE
ROCKY MOUNTAIN REGION

Regional Forester Date

Director of Sponsered Programs Date

State Forester Date

USDI BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

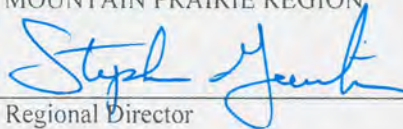
State Director Date

Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION

US FISH AND WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

Regional Director Date

 4/2/09

Regional Director Date

The authority and format of this instrument has
been reviewed and approved for signature.

USDI BUREAU OF RECLAMAMTION
GREAT PLAINS REGION

FS Agreements Specialist Date

Regional Director Date

3. Add the following Exhibit E.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

BOARD OF GOVERNORS OF THE
 COLORADO STATE UNIVERSITY ACTING
 BY AND THROUGH COLORADO STATE
 UNIVERSITY

USDA FOREST SERVICE
 ROCKY MOUNTAIN REGION

Assoc. Betty Eckert 4/24/09
 Director, Sponsored Programs DATE

 Regional Forester DATE

Tom D. Wardle 4-15-09
 State Forester DATE

USDI BUREAU OF LAND MANAGEMENT
 COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
 INTERMOUNTAIN REGION

State Director Date

Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS
 SOUTHWEST REGION

US FISH AND WILDLIFE SERVICE
 MOUNTAIN PRAIRIE REGION

 Regional Director DATE

 Deputy Regional Director DATE

 Contracting Officer DATE
 Southwest Regional Office, USDI
 Bureau of Indian Affairs

USDI BUREAU OF RECLAMATION
 UPPER COLORADO REGION

 Regional Director DATE

The authority and format of this instrument has
 been reviewed and approved for signature.

USDI BUREAU OF RECLAMATION
 GREAT PLAINS REGION

 FS Agreements Specialist Date

 Regional Director Date

FS Agreement No. 06-FI-11020000-048

Cooperator Agreement No. _____
3/25/09

3. Add the following Exhibit E.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY ACTING
BY AND THROUGH COLORADO STATE
UNIVERSITY

USDA FOREST SERVICE
ROCKY MOUNTAIN REGION

Director, Sponsored Programs DATE

Regional Forester DATE

State Forester DATE

USDI BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

State Director Date

Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION

US FISH AND WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

Regional Director DATE

Deputy Regional Director DATE

Contracting Officer DATE
Southwest Regional Office, USDI
Bureau of Indian Affairs

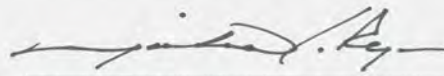
USDI BUREAU OF RECLAMATION
UPPER COLORADO REGION

Regional Director DATE

The authority and format of this instrument has
been reviewed and approved for signature.

USDI BUREAU OF RECLAMATION
GREAT PLAINS REGION

FS Agreements Specialist Date

 4/29/09

Regional Director Date

3. Add the following Exhibit E.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY ACTING
BY AND THROUGH COLORADO STATE
UNIVERSITY

USDA FOREST SERVICE
ROCKY MOUNTAIN REGION

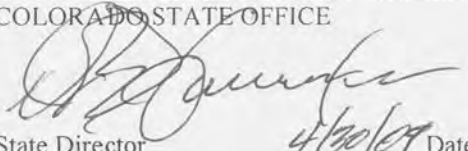
Director, Sponsored Programs DATE

Regional Forester DATE

State Forester DATE

USDI BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

Assoc  *4/30/09* _____
State Director Date

Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION

US FISH AND WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

Regional Director DATE

Deputy Regional Director DATE

Contracting Officer DATE
Southwest Regional Office, USDI
Bureau of Indian Affairs

USDI BUREAU OF RECLAMATION
UPPER COLORADO REGION

Regional Director DATE

The authority and format of this instrument has
been reviewed and approved for signature.

USDI BUREAU OF RECLAMATION
GREAT PLAINS REGION

FS Agreements Specialist Date

Regional Director Date

3. Add the following Exhibit E.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

BOARD OF GOVERNORS OF THE
 COLORADO STATE UNIVERSITY ACTING
 BY AND THROUGH COLORADO STATE
 UNIVERSITY

USDA FOREST SERVICE
 ROCKY MOUNTAIN REGION

 Director, Sponsored Programs DATE

 Regional Forester DATE

 State Forester DATE

USDI BUREAU OF LAND MANAGEMENT
 COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
 INTERMOUNTAIN REGION

 State Director Date

 Regional Director DATE

USDI BUREAU OF INDIAN AFFAIRS
 SOUTHWEST REGION

IRISH FRESQUEZ - 1
 CONTRACTING OFFICER
 US FISH AND WILDLIFE SERVICE
 MOUNTAIN PRAIRIE REGION
 NATIONAL PARK SERVICE

 Regional Director DATE

 Deputy Regional Director DATE

 Contracting Officer DATE
 Southwest Regional Office, USDI
 Bureau of Indian Affairs

USDI BUREAU OF RECLAMATION
 UPPER COLORADO REGION

 Regional Director DATE

The authority and format of this instrument has been reviewed and approved for signature.

USDI BUREAU OF RECLAMATION
 GREAT PLAINS REGION

 FS Agreements Specialist Date

 Regional Director Date

3. Add the following Exhibit E.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY ACTING
BY AND THROUGH COLORADO STATE
UNIVERSITY

USDA FOREST SERVICE
ROCKY MOUNTAIN REGION

Director, Sponsored Programs DATE

Regional Forester DATE

State Forester DATE

USDI BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

State Director Date

Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION

US FISH AND WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

Whit 9 Apr 09
Acting Regional Director DATE

Deputy Regional Director DATE

Stella Beelange 5/19/09
Contracting Officer DATE
Southwest Regional Office, USDI
Bureau of Indian Affairs

USDI BUREAU OF RECLAMATION
UPPER COLORADO REGION

Regional Director DATE

The authority and format of this instrument has
been reviewed and approved for signature.

USDI BUREAU OF RECLAMATION
GREAT PLAINS REGION

FS Agreements Specialist Date

Regional Director Date

3. Add the following Exhibit E.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

BOARD OF GOVERNORS OF THE
 COLORADO STATE UNIVERSITY ACTING
 BY AND THROUGH COLORADO STATE
 UNIVERSITY

USDA FOREST SERVICE
 ROCKY MOUNTAIN REGION

 Director, Sponsored Programs DATE

 Regional Forester DATE

 State Forester DATE

USDI BUREAU OF LAND MANAGEMENT
 COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
 INTERMOUNTAIN REGION

 State Director Date

Yama & Joss 5/21/09

 Regional Director IRISH FRESQUEZ - I
 CONTRACTING OFFICER
 US FISH AND WILDLIFE SERVICE
 MOUNTAIN PRAIRIE REGION NATIONAL PARK SERVICE

USDI BUREAU OF INDIAN AFFAIRS
 SOUTHWEST REGION

 Regional Director DATE

 Deputy Regional Director DATE

 Contracting Officer DATE
 Southwest Regional Office, USDI
 Bureau of Indian Affairs

USDI BUREAU OF RECLAMATION
 UPPER COLORADO REGION

 Regional Director DATE

The authority and format of this instrument has been reviewed and approved for signature.

USDI BUREAU OF RECLAMATION
 GREAT PLAINS REGION

 FS Agreements Specialist Date

 Regional Director Date

3. Add the following Exhibit E.

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

BOARD OF GOVERNORS OF THE
 COLORADO STATE UNIVERSITY ACTING
 BY AND THROUGH COLORADO STATE
 UNIVERSITY

USDA FOREST SERVICE
 ROCKY MOUNTAIN REGION

 Director, Sponsored Programs DATE

 Regional Forester DATE

 State Forester DATE

USDI BUREAU OF LAND MANAGEMENT
 COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
 INTERMOUNTAIN REGION

 State Director Date

 Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS
 SOUTHWEST REGION

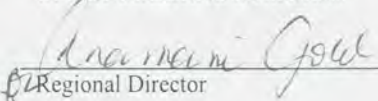
US FISH AND WILDLIFE SERVICE
 MOUNTAIN PRAIRIE REGION

 Regional Director DATE

 Deputy Regional Director DATE

 Contracting Officer DATE
 Southwest Regional Office, USDI
 Bureau of Indian Affairs

USDI BUREAU OF RECLAMATION
 UPPER COLORADO REGION



 Regional Director 6/25/09
 DATE

The authority and format of this instrument has
 been reviewed and approved for signature.

USDI BUREAU OF RECLAMATION
 GREAT PLAINS REGION

 FS Agreements Specialist Date

 Regional Director Date

**Exhibit E of the Colorado Cooperative Fire Management Agreement
Exhibit 01 of the CSFS Cooperator Resource Rate Form (CRRF)**

There are situations when additional support personnel are necessary for national mobilization and the need can be filled by supplemental personnel available to the fire district. When this situation arises resources will be mobilized via the process outlined in Exhibit 01 to the current CSFS Cooperator Resource Rate Form (CRRF), component of the state Annual Operating Plan (AOP) and reflected in each county AOP.

When mobilizing Supplemental Fire Department Resources outside of the fire district or mutual aid zone the following will apply. Each fire department, fire protection district or cooperator supplying resources will be asked to sign this Exhibit 01 and return to CSFS Fire Division to acknowledge that they are in compliance with NWCG direction.

For purposes of this exhibit, the following definition of Supplemental Fire Department Resources will apply:

“Supplemental Fire Department Resources - Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the department staff.”

While on assignment, these individuals are _____ **Fire Dept** employees and the _____ **Fire Dept** will be reimbursed for their actual costs as defined in this Exhibit E.

Mobilization

Mobilization will follow established ordering procedures as identified in the National, Geographic, and Local Mobilization Guides. Resources will be mobilized by the Host Dispatch Zone in which the department is located. Personnel will be provided a copy of the resource order request after confirmation of availability and prior to departure from their home jurisdiction. Resource orders shall clearly indicate incident assignment, incident location, expected incident arrival time, and any additional special needs or equipment authorizations, e.g. cell phones, laptops, rental vehicles, etc.

Reimbursable Costs

Reimbursable costs for personnel include compensation rates for hours worked, benefits, transportation, and per diem. It is the intent of this provision that the Supplemental Fire Department Resource be paid a regular compensation rate for all hours worked plus an overtime compensation rate for actual overtime hours worked,

including travel. Reimbursable costs shall not include portal to portal pay or the employee portion of benefits. Travel and per diem reimbursements will be based on the Federal Travel Regulations.

Backfill is not reimbursable for personnel hired as Supplemental Fire Department Resources.

An indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) is allowed. (OMB Circular A-87)

Personnel

All personnel will possess an active Incident Qualification System Incident Qualification Card commensurate with all current and applicable NWCG 310-1 standards for training and qualifications. Personnel will be qualified for their assigned positions. _____ Fire Dept is responsible for annually certifying and maintaining the qualifications of their Supplemental Fire Department Resources. _____ Fire Dept will bear the cost of training for their Supplemental Fire Department Resources.

Any personnel to be mobilized under this exhibit will be listed on Attachment A in the State AOP by name, position(s), and identified as a single resource. This Attachment A will be maintained with each county's AOP and CRRFs by the CSFS Fire Division at the CSFS State Office. While on assignment, these individuals are _____ Fire Dept employees and the _____ Fire Dept will be reimbursed for their actual costs as defined in this Exhibit E/Exhibit 01.

Rate Determination

The basis for the computation of base hourly rate is the classification level of the position filled according to the attached matrix. Base hourly rate shall be no more than step 5 of the appropriate GS wage adjusted for locality pay at the location of the fire district. These rates can be found on the OPM web site <http://www.opm.gov>, Salaries and Wages. Personnel are hired at the rate of the position being filled, not their highest qualification.

The hourly compensation rates identified in the AOP are computed as follows:

1) **Regular Compensation Rate:** The rates listed include base hourly rate determined above plus employee benefits. Employee benefits include those costs actually incurred by the _____ Fire Dept for the employment of these individuals, such as employer liability, workers compensation, employer share of social security, etc.

2) **Overtime Compensation Rate:** Overtime compensation rates are paid based on a 7 day work week beginning on day one of mobilization. Compensation rates are paid at time and a half of the base hourly rate for all hours worked in excess of 8

hours per day for the first 5 days and full time and one half for all hours worked during the remainder of the work week. Compensation includes travel time.

3) **Hazard Pay Rate:** While the NWCG direction provides for hazard pay premium compensation, as the sponsoring agency, CSFS's standard business practices do not include hazard pay for state employees or cooperators. Therefore, hazard pay will not be afforded to supplemental resources.

Days off at Incident

Days off at the incident will be paid for 8 hours. Work/rest guidelines will be followed, and mandatory days off will follow current guidelines (IIBMH 12.7-2 #4). Once travel to the home unit commences days off will not be paid.

Transportation and Per Diem

Per Diem reimbursements will be based on the Federal Travel Regulations. The payment rate for privately-owned vehicles (POVs) and rental vehicles used to support Supplemental Fire Department Resources shall be at the current Federal Travel Regulation rate.

Signature Date
Fire Chief
Local Fire Protection District

Signature Date
CSFS Fire Division

