

**MODIFICATION #1**  
**TO**  
**COOPERATIVE FIRE PROTECTION AND STAFFORD ACT AGREEMENT**  
**BETWEEN THE**  
**STATE OF IDAHO, DEPARTMENT OF LANDS (IDL)**  
**And The**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**FOREST SERVICE (FS) (16-FI-11015600-042)**  
**Northern Region**  
**Intermountain Region**  
**Pacific Northwest Region**  
**And The**  
**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**Bureau of Land Management, Idaho (BLM) (ID-SO-2016-08)**  
**National Park Service, Pacific West Region (NPS) (P16AC0166Z)**  
**Bureau of Indian Affairs, Northwest Region (BIA) (A14ACNWRO1)**  
**Fish and Wildlife Service, Pacific Region (FWS) (FF01F03000-18X-L010)**

This modification is entered into by and between the parties listed above, pursuant to the provisions of the Agreement referenced above. The Cooperative Fire Protection Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire protection assistance and cooperation.

**1. Purpose of the Modification:** The purpose of the modification is to cite the full authority of the Department of The Interior and Related Agencies Appropriations Act, which was omitted in the original document.

This modification is due to a review of the agreement.

**Original language:**

US Department of the Interior and Related Agencies Appropriations Acts

**Modified language:**

Department of The Interior, Environmental, and Related Agencies Appropriations Act, 2016 (P.L. 114-113, Div. G, Dec. 18, 2015, 129 Stat. 2526)

**2. Purpose of the Modification:** The purpose of the modification is to clarify the performance period of this agreement.

This modification is due to a review of the agreement. Only one performance period may exist.

**Original language:**

Page 7, V. Performance Period, 4. Commencement/Expiration: This agreement shall be effective and in effect for five years, beginning from the date of the last signature and ending December 31, 2021, unless extended or terminated as provided herein.

**Modified language:**

Page 7, V. Performance Period, 4. Commencement/Expiration: This agreement shall be effective and in effect for five years, ending December 31, 2021, unless extended or terminated as provided herein.

**3. Purpose of the Modification:** The purpose of the modification is to site the document for interagency incident business policy.

This modification is due to the change of the document name and number.

**Original language:**

FSH 5109.34 - Interagency Incident Business Management Handbook

**Modified language:**

PMS 902 – NWCG Standards for Interagency Incident Business Management

**4. Purpose of the Modification:** The purpose of the modification is to add the language which defines the Indirect Cost Rate and associated processes.

This modification is due to the change of policy for utilizing Indirect Cost Rates.

**Original language:**

No language exists

**Modified language:**

**Indirect cost rates.** When indirect cost rates are applied to Federal reimbursements, the Parties agree to the following:

1. If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
2. For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
3. The payment recipient shall maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.
4. Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

/s/ David A. Amehl 6/14/19  
State of Idaho, Department of Lands  
State Forester

/s/ Steve Lupton 7/25/19  
USDI, National Park Service,  
Pacific West Regional Director

/s/ John J. Burton 7/8/2019  
USDI, Bureau of Land Management  
Idaho State Director

/s/ Adrian R. Ruchman 6/14/19  
USDA, Forest Service Region 4  
Regional Forester

Acting

/s/ John H. ... JUN 11 2019  
USDI, Fish and Wildlife Service  
Regional Director

LEANNE  
/s/ MARTEN  
Digitally signed by LEANNE  
MARTEN  
Date: 2019.06.12 19:00:11 -06'00'  
USDA, Forest Service Region 1  
Regional Forester

Acting

/s/ [Signature] 7/10/19  
USDI, Bureau of Indian Affairs  
Northwest Regional Director

/s/ X [Signature] X 7/19/19  
USDA, Forest Service Region 6  
Regional Forester

/s/ David J. Pitzer 7/8/19  
USDI, Bureau of Land Management Agreement  
Reviewer

/s/ [Signature]  
USDI, Fish and Wildlife Service  
Contract Sufficiency Review

/s/ Aubree Benson  
Digitally signed by AUBREE  
BENSON  
Date: 2019.06.11 22:39:56 -06'00'  
USDA, Forest Service  
R1 Grants & Agreements Specialist

TRINITY  
/s/ BUGGER  
Digitally signed by TRINITY  
BUGGER  
Date: 2019.06.12 14:31:20 -06'00'  
USDA, Forest Service  
R4 Grants & Agreements Specialist

/s/ Signature Not Required  
USDA, Forest Service  
R6 Grants & Agreements Specialist

/s/ [Signature] 7/9/19  
USDI, Bureau of Indian Affairs  
Grants Specialist

/s/ Frank M. Powers  
Digitally signed by FRANK  
POWERS  
Date: 2019.07.11 11:00:08 -04'00'  
USDI, National Park Service, Pacific West Region  
Contracting Officer

