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.
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 [Signature] DATE
Regional Forester [Signature] DATE

State Forester DATE

USDI BUREAU OF LAND MANAGEMENT COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE INTERMOUNTAIN REGION

State Director Date

USDI BUREAU OF INDIAN AFFAIRS SOUTHWEST REGION

US FISH AND WILDLIFE SERVICE MOUNTAIN PRAIRIE REGION

Regional Director Date

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.

[Signature] 9/6/09
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 Sponsored 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

Regional Director Date

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

FS Agreements Specialist Date

Regional Director Date

Regional Director Date

USDI BUREAU OF RECLAMATION GREAT PLAINS REGION

Page 2 of 5
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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
Southwest Regional Office, USDI
Bureau of Indian Affairs

USDI BUREAU OF RECLAMATION
UPPER COLORADO REGION

Regional Director
DATE

Regional Director
Date

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

FS Agreements Specialist
Date

Regional Director
Date
3. Add the following Exhibit E.

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<table>
<thead>
<tr>
<th>Board of Governors of the Colorado State University Acting by and Through Colorado State University</th>
<th>USDA Forest Service Rocky Mountain Region</th>
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<tr>
<td>Director, Sponsored Programs</td>
<td>Date</td>
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<tr>
<td>State Forester</td>
<td>Date</td>
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<tr>
<td>USDI Bureau of Land Management Colorado State Office</td>
<td>USDI National Park Service Intermountain Region</td>
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<td>State Director</td>
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<td>USDI Bureau of Indian Affairs Southwest Region</td>
<td>Regional Director</td>
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<tr>
<td>Regional Director</td>
<td>Date</td>
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<td>Contracting Officer Southwest Regional Office, USDI Bureau of Indian Affairs</td>
<td>Date</td>
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<tr>
<td>USDI Bureau of Reclamation Upper Colorado Region</td>
<td>Deputy Regional Director</td>
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<td>Regional Director</td>
<td>Date</td>
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</table>

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

Director, Sponsored Programs DATE

State Forester DATE

USDI BUREAU OF LAND MANAGEMENT COLORADO STATE OFFICE

State Director

USDI BUREAU OF INDIAN AFFAIRS SOUTHWEST REGION

Regional Director DATE

Contracting Officer DATE

Southwest Regional Office, USDI Bureau of Indian Affairs

USDA FOREST SERVICE ROCKY MOUNTAIN REGION

Regional Forester DATE

USDI NATIONAL PARK SERVICE INTERMOUNTAIN REGION

Regional Director Date

USDI BUREAU OF RECLAMATION UPPER COLORADO REGION

Deputy Regional Director DATE

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

FS Agreements Specialist Date

Regional Director Date
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BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY ACTING
BY AND THROUGH COLORADO STATE
UNIVERSITY

Director, Sponsored Programs                  DATE

State Forester                               DATE

USDI BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

State Director                              Date

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION

Regional Director                          DATE

Regional Director                          Date

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

USDI BUREAU OF RECLAMATION
UPPER COLORADO REGION

FS Agreements Specialist                     Date

Regional Director                          Date

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BOARD OF GOVERNORS OF THE
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BY AND THROUGH COLORADO STATE
UNIVERSITY

Director, Sponsored Programs DATE

State Forester DATE

USDA FOREST SERVICE
ROCKY MOUNTAIN REGION

Regional Forester DATE

USDI BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

State Director Date

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

Regional Director Date

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION

Acting Regional Director DATE

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

USDI BUREAU OF RECLAMATION
UPPER COLORADO REGION

Date

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

FS Agreements Specialist Date

USDI BUREAU OF RECLAMATION
GREAT PLAINS REGION

Regional Director Date
3. Add the following Exhibit E.

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

Director, Sponsored Programs

DATE

Regional Forester

DATE

State Forester

DATE

USDI BUREAU OF LAND MANAGEMENT COLORADO STATE OFFICE

State Director

DATE

USDI BUREAU OF INDIAN AFFAIRS SOUTHWEST REGION

Regional Director

DATE

USDI NATIONAL PARK SERVICE INTERMOUNTAIN REGION

Contracting Officer

Southwest Regional Office, USDI Bureau of Indian Affairs

DATE

USDI BUREAU OF RECLAMATION UPPER COLORADO REGION

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FS Agreements Specialist

DATE

Regional Director

Date

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Director, Sponsored Programs  DATE

STATE FORESTER
ROCKY MOUNTAIN REGION

Regional Forester  DATE

USDA FOREST SERVICE
ROCKY MOUNTAIN REGION

USDI BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

State Forester  DATE

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

State Director  Date

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION

Regional Director  Date

US FISH AND WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

Regional Director

Deputy Regional Director  DATE

Contracting Officer
Southwest Regional Office, USDI
Bureau of Indian Affairs

DATE

USDI BUREAU OF RECLAMATION
UPPER COLORADO REGION

Regional Director  DATE

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FS Agreements Specialist  Date

USDI BUREAU OF RECLAMATION
GREAT PLAINS REGION

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](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.

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**Signature**  
Fire Chief  
Local Fire Protection District

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**Signature**  
CSFS Fire Division