

COLORADO COOPERATIVE FIRE MANAGEMENT AGREEMENT

Among

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT, COLORADO
BLM#

NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
NPS#

BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION
BIA#: AG06M000002

FISH AND WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION
FWS#: 14-48-60139-K001

BUREAU OF RECLAMATION
GREAT PLAINS REGION and UPPER COLORADO REGION
USBR#: 06AG9602140 (Great Plains); 06LM4002740 (Upper Colorado)

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE, ROCKY MOUNTAIN REGION
FS 06-FI-11020000-048

and

THE BOARD OF GOVERNORS
of the
COLORADO STATE UNIVERSITY SYSTEM,
Acting By and Through COLORADO STATE UNIVERSITY,
On behalf of the COLORADO STATE FOREST SERVICE

IN ACCORDANCE WITH

Granger Thye Act of April 24, 1950 (16 USC Section 572); May 27, 1955 (42 USC 1856);
Cooperative Funds and Deposits Act of December 12, 1975 (16 USC 565 a-1); September 20, 1922 (16 USC 594); August 25, 1916
(16 USC 1b-1); June 28, 1934 (43 USC 315a); June 30, 1949 (41 USC 252);
Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 USC 5121 *et seq*);
Economy Act of June 30, 1932 (31 USC 1535);
Reciprocal Fire Act of May 27, 1955 (42 USC 1856a-1856d);
Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 108-341, section 101(e);
Federal Land Policy and Management Act of 1976 (43 USC 1701);
P.L. 105-277, Section 323 as amended by P.L. 109-54, Section 434;
Cooperative Funds Act of June 30, 1914 (16 USC 498);
National Interagency Agreement for Fire Management, FS No. 97-SIA-004, Amendment No. 1;
Reclamation Act of 1902 (32 Stat. 388) June 7, 1902 and Federal Water Project Recreation Act P.L. 89-72 (79 Stat. 213) July 9,
1965, amended by P.L. 93-251 (88 Stat. 33 Sec. 77) March 7, 1974, amended by P.L. 102-575 (106 Stat. 4690, Title XXVIII
October 30, 1992);
1973 Colorado Revised Statute, as amended: 23-30-202 Powers and duties of State Board of Agriculture; 23-30-203 Cooperation
with governmental units; 23-30-204 Forest fires 23-30-206 Cooperative agreements; 23-30-304 State responsibility determined.

CONTENTS

	<u>Page Number</u>
Authority	1
Purpose	4
Recitals	5
Interagency Cooperation and Coordination	5
1. Direction	5
2. State/County Relationship	6
3. Local Cooperative Initiatives	6
4. Joint Projects and Local Agreements	6
5. Prescribed Fire and Wildland Fire Use for Resource Benefits and Fuels	6
6. Incident Command System	7
7. Interagency Dispatch/Service Centers	7
8. Multi-Agency Coordinating (MAC) Groups	7
9. Operating Plans	7
10. Fire Prevention Policies	8
11. Licensing	8
12. Training	8
13. Communication Systems	8
14. Automatic Weather Stations	8
15. Aviation Operations	8
Protection Responsibilities	8
16. Protection Areas and Boundaries	8
Fire Management Methods and Response Areas	8
17. Reciprocal (Mutual Aid) Fire Protection Areas	8
18. Reimbursable (Cooperative) Fire Protection	9
19. Exchange (Offset) Fire Protection	9
20. Fee Basis (Contract) Fire Protection	9
Fire Suppression	9
21. Closest Forces Concept	9
22. Shared Resources	9
23. Fire Notifications	10
24. Protection Priorities	10
25. Wildland Urban Interface (WUI) and Boundary Fires	10
26. Suppression of Fires on Lands Under Direct Protection	10

of Another Agency	
27. Appropriate Management Response	10
28. Wildland Fire Situation Analysis	10
29. Determination of Cause and Preservation of Evidence	11
30. Fire Reports	11
31. After Action Review	11
Use of and Reimbursement for Shared Resources	11
32. Appropriated Fund Limitation	11
33. Reimbursable Assistance	11
34. Duration of Assignments	12
35. Cost Sharing	12
36. Procurement	12
37. Loaned Equipment	12
38. Billing Procedures	13
General Provisions	16
39. Mutual Sharing of Information	16
40. County and Municipality Cooperation	16
41. Accident Investigations	16
42. Non-Wildland Fire and Medical Aid Response	16
43. Previous Agreements	17
44. Employment Policy	17
45. Suppression and Damage Collection	17
46. Waiver of Claims	17
47. Third Party Claims	17
48. Amendments Procedure	18
49. Examination and Audit	18
50. Civil Rights	18
51. Duration of Agreement	18
52. Authorized Representatives	18
Signatures	19
Exhibit A – Glossary of Terms	20
Exhibit B – Annual Operating Plan Outline Guide	23
Exhibit C – Sample Cost Share Agreement	27
Exhibit D – Required Documents for Money Transfer	31

PURPOSE

The purpose of this Cooperative Fire Management Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire management assistance and cooperation. This Agreement is entered into by and between:

- ◆ The Board of Governors of the Colorado State University System acting by and through Colorado State University on behalf of the Colorado State Forest Service, hereinafter called the State; and
- ◆ The United States Department of Agriculture, Forest Service, through the Regional Forester for Region 2, Rocky Mountain Region, hereinafter called the Forest Service; and
- ◆ The United States Department of the Interior, National Park Service, Intermountain Region, hereinafter called the Park Service; and
- ◆ The United States Department of the Interior, Fish and Wildlife Service, Mountain Prairie Region, hereinafter called Fish and Wildlife Service; and
- ◆ The United States Department of the Interior, Bureau of Indian Affairs, Southwest Region, hereinafter called the BIA; and
- ◆ The United States Department of the Interior, Bureau of Land Management, through the State Director for Colorado, hereinafter called the BLM; and
- ◆ The United States Department of the Interior, Bureau of Reclamation, Great Plains Region and Upper Colorado Region, hereinafter called the Reclamation.

The Forest Service, Park Service, Fish and Wildlife Service, BIA, Reclamation, and BLM may hereinafter be jointly referred to as the "Federal Agencies".

All Federal Agencies and the State may hereinafter be jointly referred to as the "Agencies".

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in a Glossary attached as EXHIBIT A.

RECITALS

Whereas: State and Private lands and Federal lands of the respective Agencies are intermingled or adjacent in some areas of Colorado, and wildland fires on these intermingled or adjacent lands may present a threat to lands owned, administered, or controlled by one or more of the Agencies,

Whereas: The Federal Agencies maintain fire protection organizations for protection of Federal lands within the United States, and the State provides for organized fire protection and technical fire assistance and coordination for State, County, tribal, and privately-owned lands within Colorado through aiding and assisting county and local entities;

Whereas: It is to the mutual advantage of the State and the Federal Agencies to coordinate efforts for the prevention, mitigation of threat, readiness, detection, suppression of wildfires, and use of fire to meet management objectives in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;

Whereas: The counties and local fire service entities have fire protection responsibilities and provide fire suppression services on State and privately owned lands;

Whereas: It is the intent of the parties hereto that State resources be available to assist in the suppression of wildfires on all Federal lands, and on other lands upon which the Federal Agencies provide fire suppression support, including other States, Canada, and Mexico;

Whereas: It is the intent of the parties hereto that Federal resources be available to assist in the management of all wildland fires on all State, County, tribal, and private lands for which the State provides protection through State, county and local resources.

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

INTERAGENCY COOPERATION AND COORDINATION

1. Direction: The Agencies shall cooperatively establish and maintain the Rocky Mountain Coordinating Group (RMCG), consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for interagency wildland fire activities in Colorado. The RMCG will provide oversight and direction for all interagency fire management activities in Colorado.

The RMCG will utilize working teams or committees as necessary to develop guidelines and procedures for coordination of fire management activities and to oversee implementation.

2. State/County Relationship: The State will act as the coordinator for Colorado county and/or local fire service entities for the purposes of coordinated fire management services within and beyond the boundaries of the State per agreements between the State and counties, and Annual Operating Plans.

3. Local Cooperative Initiatives: Agencies will encourage and support local cooperative initiatives which enhance cooperation and improve coordination and efficiencies.

4. Joint Projects and Local Agreements: Any of the Agencies may jointly conduct mutual interest projects, within their statutory authority, to maintain or improve their fire management capability. These projects may be in such activities as suppression, dispatch, prevention/mitigation education, investigation, pre-attack planning, fuels management, prescribed fires, aviation operations, fire operations, training, Fire Program Analysis, burned area rehabilitation/stabilization, public affairs, wildland/urban interface fire coordination, community assistance, and other beneficial efforts. Such projects will be documented in operating plans, local agreements, or other appropriate written documents. Documentation will include the objectives, role of each Agency, and each Agency's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed as delegated to unit administrators of Agencies party to this Agreement.

5. Prescribed Fire and Wildland Fire Use for Resource Benefits and Fuels: The Agencies agree to cooperate in the development, planning, and implementation of prescribed fire, manual and mechanical fuels management, and wildland fire use programs and projects.

Cooperative prescribed fire and fuels management programs include cost sharing, reimbursement, and jurisdictional responsibility for planning, implementation, and monitoring. These shall be agreed upon and included in the approved project planning document. See Exhibit D.

Parties to this agreement will pursue all avenues available within law, statute, policy, and procedure to cooperate across jurisdictional and political boundaries for program and project planning, implementation, and support.

Wildland fires resulting from escaped prescribed burns ignited by a party to this Agreement on lands that it manages, shall be the responsibility of that party. The responsible party will reimburse other parties to this Agreement consistent with the terms and conditions contained herein for costs incurred in suppression of such fires. Joint projects will be the shared responsibility of the jurisdictions bound by the approved planning documents.

6. Incident Command System: The Agencies will operate under the concepts of the National Incident Management System (NIMS) and its Incident Command System (ICS)

as appropriate for providing qualified resources and for the management of incidents encompassed under the terms of this Agreement.

7. Interagency Dispatch/Service Centers: The Agencies agree to maintain, support, and participate in Interagency Dispatch Centers. The centers are to be under the direction of local coordinating groups to foster cooperation, avoid wasteful duplication and facilitate maximum efficiency in wildland fire management programs. Agencies agree to use the Rocky Mountain Area Coordination Center (RMACC) as the central focal point for national, area, and Statewide intelligence gathering, coordination and prioritization of fire management resources and services for wildland fire emergencies and prescribed fire activities. Staffing, funding, and level of participation will be agreed to and documented in Annual Operating Plans. The Rocky Mountain Area Interagency Incident Mobilization Guide (RMA Mob Guide) will be the primary document to identify approved policy, procedures, and organizations. The RMA Mob Guide will be the primary document of approved procedures and guidelines for dispatching fire resources within the Rocky Mountain Area and the National Interagency Mobilization Guide for national requests. The RMA Mob Guide will be updated and approved annually by RMCG.

This will not preclude the State from entering into contracts, compacts, or cooperative agreements with other State or local Agencies where fire suppression forces may be ordered and sent directly between cooperators without involving RMACC; however, RMACC should be informed of such activities.

8. Multi-Agency Coordinating (MAC) Groups: During periods when fire management activity is significant enough to require prioritization of fires in order to allocate critical, limited and/or scarce resources, MAC groups will be established to accomplish that priority setting.

Agencies shall be represented by officials with delegation of authority for their respective Agencies.

9. Operating Plans: Annual Operating Plans will be developed at the County and the applicable Federal fire planning unit level and will become a part of this Agreement. Annual Operating Plans will outline the details of implementing this Agreement for counties or local geographical areas. Subjects identified in the Operating Plan Outline Guide, attached hereto as EXHIBIT B, will be addressed, if applicable, and displayed in that format.

An operating plan generated at the State level will address Statewide issues and basic information when no local annual operating plan exists. It will be approved by RMCG Directors of Agencies signatory to this Agreement and distributed to all Agencies prior to May 15 each year.

10. Fire Prevention Policies: Unit Administrators will assure that fire prevention goals, objectives, and activities are planned at local and Statewide levels and are addressed in Annual Operating Plans. Specific fire prevention plans should be developed by local

interagency fire management personnel. Agencies may pool resources and share costs of wildland fire prevention activities. Coordination is vital among Federal, State, and local stakeholders for fire restrictions and closures.

11. Licensing: Drivers and equipment operators will hold appropriate operating licenses to meet Agency, State, and Federal regulations. Drivers and operators will not be exempt from U.S. Department of Transportation requirements, including CDL licensing.

12. Training: The Agencies will cooperate in wildland fire, prescribed fire, aviation, and first responder training, including scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach whenever practical. In order to accomplish these objectives, in part, the Agencies will support and participate in Interagency Training Committees.

13. Communication Systems: The Agencies may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency and capabilities/limitations will be documented in the Annual Operating Plans.

14. Automatic Weather Stations: The Agencies may cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software as authorized. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

15. Aviation Operations: The Agencies agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies and directives, and the RMA Mob Guide.

PROTECTION RESPONSIBILITIES

16. Protection Areas and Boundaries: Wildland fire protection responsibilities, agreed upon by the Agencies, for lands within their respective jurisdictions will be included in the Annual Operating Plan, along with established, mapped, and/or described protection areas and boundaries.

FIRE MANAGEMENT METHODS AND RESPONSE AREAS

17. Reciprocal (Mutual Aid) Fire Protection Areas: As deemed appropriate, the Agencies may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. Mutual aid must be for the mutual benefit of all Agencies involved.

Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency. The Protecting Agency will not be

required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period.

The mutual aid time period will be defined in Annual Operating Plans as follows:

- Not to exceed 24 hours.
- Will end at midnight of the first burn period when the incident commander determines that the fire cannot be controlled within 24 hours of the original ignition.

Under no circumstances will Supporting Agencies be required to deplete local resources to honor a request.

Aviation resources will be outlined separately for mutual aid response in the Annual Operating Plans as applicable.

18. Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request fire suppression resources of others for its protection work. Such resources are to be paid for by the Protecting Agency upon billing.

19. Exchange (Offset) Fire Protection: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the parties. Exchange zones will be documented in the Annual Operating Plan.

When a Protecting Agency takes suppression action on lands it protects for the Jurisdictional Agency, and the Jurisdictional Agency is requested to assist, the Protecting Agency will reimburse the Jurisdictional Agency for their assistance. In this situation, the Jurisdictional Agency is considered a Supporting Agency.

20. Fee Basis (Contract) Fire Protection: For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in the Annual Operating Plan.

FIRE SUPPRESSION

21. Closest Forces Concept: The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency has protection responsibility.

22. Shared Resources: Interagency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities will be pursued wherever an Interagency approach is appropriate and cost effective. Staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and included in the Annual Operating Plan.

23. Fire Notifications: Each Agency will promptly notify the appropriate Protection Agency of fires burning on or threatening lands for which that Agency has protection responsibility.

24. Protection Priorities: The protection of human life is the single, overriding suppression priority. Setting priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be done based on the values to be protected, human health and safety, and the costs of protection. Once people have been committed to an incident, these human resources become the highest value to be protected.

25. Wildland Urban Interface (WUI) and Boundary Fires: A fire burning on or adjacent to a known or questionable protection boundary will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Fires occurring in areas where structures are located near and in areas of multiple jurisdictions can cause significant safety as well as financial concerns. The Agencies agree that public and firefighter safety are the first priority. The Agencies agree to coordinate suppression management through the use of a *Unified Command* or with *Delegations of Authority* from all jurisdictions to an agreed Incident Commander. The initial attack Incident Commanders of the involved Agencies shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of Agency suppression resources. When a fire burns on both sides of a protection boundary or threatens another jurisdiction, and is beyond the mutual aid period, a cost share agreement shall be prepared and approved by the Unit Administrator or their designee for all actions as outlined in Clause 35, Cost Sharing. Refer to Exhibit C for the Sample Cost Share Agreement.

26. Suppression of Fires on Lands Under the Direct Protection of Another Agency: Any participating Agency may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands which are under the direct protection of another Agency. None of the parties to this agreement shall perform any fire suppression action which is contrary to limitations found in the appropriate operating plan. The protecting Agency will assume or delegate command of all fire suppression actions.

27. Appropriate Management Response: All fire suppression action conducted on lands of another Agency will be consistent with that Agency's fire suppression policy and the terms of this Agreement.

The Special Management Considerations will be addressed in a section of the Annual Operating Plans will establish procedures and criteria for unit administrators of the Agencies to communicate land management considerations to Incident Commanders.

28. Wildland Fire Situation Analysis (WFSA): The Federal Agencies' policies require that a Wildland Fire Situation Analysis be completed for all fires on Federal land which escape initial suppression action. This procedure requires Federal Agency unit administrator participation. When fires occur on State-protected Federal lands, the responsible unit administrator will actively involve the State in this process. Operating

Plans will contain procedures for development and unit administrator approval of the Wildland Fire Situation Analysis. Responsibility for strategic and tactical implementation shall rest with the Incident Commander.

29. Determination of Cause and Preservation of Evidence: As initial action is taken on a fire, the initial attack forces, regardless of whether they are Jurisdictional Agency, Protecting Agency or Supporting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies shall render mutual assistance in investigation and law enforcement activities and in court prosecutions to the fullest extent possible. Each Agency shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.

30. Fire Reports: For incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency no longer than 15 days after the fire is declared out.

31. After Action Review (AAR): To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the Agencies may conduct post-fire analyses. Such critiques or reviews will be conducted jointly by the State and/or the affected Federal Agency(s). These analyses may be requested by the Jurisdictional, Supporting, or Protecting Agencies.

USE OF AND REIMBURSEMENT FOR SHARED RESOURCES

32. Appropriated Fund Limitation: Nothing herein shall be interpreted as obligating the Agencies to expend funds, or as involving the United States or the State of Colorado in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

33. Reimbursable Assistance: Reimbursable Assistance refers to those resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through automatic or mutual aid systems and must be recorded by the resource order process within the dispatching systems of both the Protecting Agency and Supporting Agencies or documented by the Incident Commander in the fire report. Resources not documented in this manner are not reimbursable. Except as otherwise provided, all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to:

- A. Costs incurred for suppression and move-up and cover resources.
- B. Transportation, salary, benefits, and per diem of individuals assigned to the incident.
- C. Additional support dispatching services requested through a resource order.
- D. Cost of equipment in support of the incident; contract equipment costs and

- operating cost for Agency equipment.
- E. Operating supplies for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- F. Aircraft, airport fees, foam and retardant costs.
- G. Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- H. Cost of reasonable and prudent supplies expended in support of the incident.
- I. Charges from the State for State-controlled resources such as inmate crews, National Guard resources, and county and local resources.

The resources of the State and Counties of Colorado, identified in Cooperative Resource Rates Forms, are defined as cooperators, not contractors for the purposes of fire management activities. Rates established in the current Cooperative Resource Rates Form are accepted by all Agencies and counties and will be used for reimbursement calculations for both in-State and out-of State incidents. Emergency Equipment Rental Agreements will be used to hire equipment that was not listed for availability prior to the incident, and reimbursement rates for the equipment will follow Interagency Incident Business Management Handbook guidance.

34. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to fires. Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding Agencies.

35. Cost Sharing: A cost share agreement will be prepared by the responsible unit administrators (as defined in EXHIBIT A, Glossary) or their authorized representatives when there is (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across direct protection boundaries of the State and Federal Agencies. See EXHIBIT C for a sample cost share agreement. A general approach to cost sharing on local incidents will be outlined in the Annual Operating Plan but can be superseded by an incident specific cost share agreement.

36. Procurement: The State receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency.

37. Loaned Equipment: Equipment loaned by one party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, fair wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

38. Billing Procedures (Refer to Exhibit D for the Required Documents for Money Transfer)

A. Fire Suppression Billings:

1. When the State is the supporting Agency and the fire is within the State of Colorado, the State will bill the jurisdictional Federal Agency. The Forest Service is the lead USDA agency and the BLM is the lead for BLM, the Park Service, and Fish and Wildlife Service, and Reclamation. BIA will represent BIA. When the State is the supporting Agency and the fire is outside the State of Colorado, the State submits its billing to the Forest Service.

The lead Federal Agency will submit their billings to the State when the State is the jurisdictional Agency. When the State is the jurisdictional Agency, the Forest Service and/or BLM will be the lead federal Agency and will submit their individual billings to the State and the State will reimburse each individual lead Agency. The State and all of the Federal Agencies will meet quarterly to discuss fire costs and bring appropriate documentation of costs for billing purposes and/or billing estimates. A contact person for each Agency will be identified and be responsible for ensuring costs to date are presented for their Agency at the quarterly meetings. Agency contacts will set dates and locations for the quarterly meetings on a yearly basis.

2. Federal Agencies will not bill each other for fire suppression support.
3. Billing amounts do not apply to Reciprocal Fire Protection (Mutual Aid).
4. Agencies will share their respective individual incident resource order numbers for cross referencing purposes.
5. Billing Estimates/Timeframes: On fires where costs are incurred pursuant to Annual Operating Plans, the billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 270 days after control of the fire. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.

For obligation purposes, the Federal Agencies will submit unpaid obligational figures to the State by June 15. The State will submit unpaid obligational figures to the appropriate Federal Agency by September 15 for the previous Federal fiscal year.

6. Billing Content: Bills will be identified by funding code, fire name, location, jurisdictional unit, appropriate order number, and will be supported by adequate documentation, including applicable Cost Share Agreements. Billings for State fire suppression assistance will include facilities and administrative costs, not to exceed the predetermined rates negotiated

annually with the cognizant Federal Agency for the State. Billings from Federal Agencies for Federal Fire suppression assistance will include the billing offices administrative overhead rate, not to exceed 20%.

7. Billing Addresses:

All bills for services provided to the State will be mailed to the following address for payment:

Colorado State Forest Service
Attn: Fire Reimbursements
Colorado State University
Fort Collins CO 80523

All bills for services provided to the Forest Service and all Federal and State units not party to this Agreement will be mailed to the following address:

USDA Forest Service
Attn: Chief Financial Officer
PO Box 25127
Lakewood CO 80225

All bills for services provided to the BLM within Colorado will be mailed to:

Bureau of Land Management
Attn: State Fire Management Officer
Colorado State Office
2850 Youngfield Street
Lakewood CO 80215

All bills for services provided to the NPS within Colorado will be mailed to:

National Park Service
Attn: Regional Director
Intermountain Regional Office
12795 West Alameda Parkway
PO Box 25287
Denver CO 80225-0287

All bills for services provided to the BIA within Colorado will be mailed to:

Bureau of Indian Affairs
Attn: Regional Director
Southwest Regional Office
Branch of Forestry
PO Box 26567
Albuquerque NM 87125-6567

All bills for services provided to the US Fish and Wildlife Service within Colorado will be mailed to:

US Fish and Wildlife Service
Attn: Regional Director
Mountain Prairie Region
PO Box 25486
Denver Federal Center
Denver CO 80225

All bills for services provided to the Bureau of Reclamation within the Great Plains Region will be mailed to:

US Bureau of Reclamation
Attn: Regional Director
Great Plains Region
P.O. Box 36900
Billings, MT 59107-6900

All bills for services provided to the Bureau of Reclamation within the Upper Colorado Region will be mailed to:

US Bureau of Reclamation
Attn: Regional Director
Upper Colorado Region
125 South State Street, Room 6107
Salt Lake City, UT 84138-1102

- 8. Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification to the billing office, may be requested.
- 9. Disputed Billings:** Written notice that a bill is contested will be mailed to the billing Agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
- 10. Payments:** Payments will refer to the bill number and fire name and number, and will be sent to the appropriate billing address.
- 11. Late Payment Charges:** Late payment charges may be waived by the billing Agency unless late payment charges are mandated or required by law. Agencies with delinquent payments to Agencies whom they have billed may have their unpaid obligations subtracted from the other Agencies' payments.

- B. Fire Preparedness, Prevention, Prescribed Fire, Trespass Fire and Other Fire Activity Billings:** Agencies may bill one another for preparedness activities and administrative charges may be applied. Billings for preparedness and prevention activities will be addressed in Annual Operating Plans. Provisions described above pertaining to suppression billing procedures, addresses, payment due dates, obligation information, and payments also apply to preparedness billings. Billings for all other fire management services will be documented as described in Clause 38A. Billings will outline services performed and include a copy of the applicable operating plan.
- C. Billing for Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires ignited by a party to this agreement on lands under its jurisdiction shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this agreement for all suppression costs of supporting Agencies.

GENERAL PROVISIONS

39. Mutual Sharing of Information: The Agencies will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable State and Federal rules and regulations.

40. County and Municipality Cooperation: To facilitate the purpose and intent of this Agreement, the State will use its best efforts to establish cooperative fire agreements with the counties and municipalities of Colorado which have local wildfire responsibilities.

41. Accident Investigations: Whenever an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall take immediate steps to notify the Supporting Agency. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. A team made up of appropriate representatives from affected Agencies shall conduct the investigation.

42. Non-Wildland Fire and Medical Aid Responses: This Agreement is limited to wildland fire protection and does not include non-wildland fire protection and medical aid responses. However, this Agreement does not preclude Agencies from supporting one another in emergency situations as provided by their respective statutory authority, policies, procedures, or other agreements.

In the event of a Presidential Disaster Declaration, the Agencies may assist one another under the provisions of this agreement if so tasked by the Federal Emergency Management Agency and as long as requested resources are available and all other provisions of this agreement are met.

Funding shall be available to reimburse State and other cooperating entities for services provided in response to wildfire and other emergencies or disasters to the extent that

authority is provided in the current year appropriation bill and such reimbursements by the Forest Service for non-fire emergencies are fully repaid by the responsible emergency management agency.

Reimbursement for non-wildfire, non-Presidential Disaster Declaration incidents will be negotiated on an incident by incident basis utilizing accepted business management practices, authorities, policies, procedures, and other agreements of the Agencies involved.

43. Previous Agreements: This Agreement replaces the Colorado Cooperative Fire Management Agreement signed in 2001.

44. Employment Policy: It is agreed that employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of Agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

45. Suppression and Damage Collection: Nothing in this Agreement shall preclude the the Agencies from collecting damages and suppression costs from third parties (civil actions for recovery will be taken independently) under the civil liability provisions of Federal and/or State statutes and/or common law in a manner provided by applicable law.

46. Waiver of Claims: The Agencies hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement, including Mutual Aid responses and/or Independent Action.

Any State employee who participates in assistance under the terms of this Agreement who suffers disability or death as a result of personal injury arising out of and in the performance of duties in connection therewith, for the purpose of the Workmen's Compensation Act, is an employee of the State.

47. Third Party Claims: Any liability to third parties which may arise under the performance of this Agreement shall be determined solely under the Federal Tort Claims Act as to the Federal Agencies and under the Laws of the State of Colorado as to the State.

48. Amendments Procedure: This Agreement may be amended at any time by written mutual consent of all parties hereto. The USFS will take the lead in the development and execution of amendments.

49. Examination and Audit: The Agencies shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

50. Civil Rights: The Agencies shall comply with all State of Colorado and Federal

statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.

51. Duration of Agreement: The term of this Agreement shall commence for each Agency upon the date of the last signature below and shall continue for 5 years, unless terminated earlier. Any party shall have the right to terminate this Agreement between November 1 and March 30 upon 30 days written notice to all parties.

52. Authorized Representatives: By signature below, the Agencies certify that the individuals listed in this document as representatives of the Agencies are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this Agreement which becomes effective upon the date of the last signature below and remains in effect for five years.

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

USDA FOREST SERVICE
ROCKY MOUNTAIN REGION

/s/Lynn Johnson 5/24/2006
Director, Sponsored Programs DATE

/s/Greg Griffith for Rick Cables 4/21/2006
Regional Forester DATE

/s/Jeff Jahnke 5/22/2006
State Forester DATE

USDI BUREAU OF LAND MANAGEMENT
COLORADO STATE OFFICE

USDI NATIONAL PARK SERVICE
INTERMOUNTAIN REGION

See attached Supplementary Signature Page
State Director DATE

See attached Supplementary Signature Page
Regional Director DATE

USDI BUREAU OF INDIAN AFFAIRS
SOUTHWEST REGION

US FISH AND WILDLIFE SERVICE
MOUNTAIN PRAIRIE REGION

/s/Larry Morrin 5/1/2006
Regional Director DATE

/s/James J. Slack 5/5/2006
Deputy Regional Director DATE

/s/Michael D. Perry 5/2/2006
Michael D. Perry, Contracting DATE
Officer
Warrant No. 1420-4129-0102
Southwest Regional Office, USDI
Bureau of Indian Affairs

USDI BUREAU OF RECLAMATION
UPPER COLORADO REGION
/s/Dave Sabo (acting for Rick Gold) 5/22/2006
Regional Director DATE

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

USDI BUREAU OF RECLAMATION
GREAT PLAINS REGION

/s/LuAnn Waida 4/20/2006
FS Agreements Coordinator DATE

/s/Mike Ryan 5/2/2006
Regional Director DATE

COOPERATIVE FIRE MANAGEMENT AGREEMENT

EXHIBIT A

GLOSSARY OF TERMS

Administrative Costs (Charges): Any expenses not charged directly to a program, project, or fire. They include general overhead personnel and administrative services. For the State, the administrative charge is identified as those charges and expenses used to determine the "facilities and administrative (indirect rate)". All activities that can be identified and charged to specific projects, and not excluded elsewhere in this agreement, are considered direct costs and may be billed with proper documentation.

Agencies: The parties to this agreement.

Agency Administrator: Agency officials who are signatory to this agreement, as follows: Colorado State Forest Service, State Forester; Board of Governors of the Colorado State University System acting by and through Colorado State University, Director, Sponsored Programs; Bureau of Land Management, State Director; Forest Service, Rocky Mountain Region, Regional Forester; BIA Regional Director; National Park Service, Regional Director; Fish and Wildlife Service, Regional Director.

Agency Representative: An individual assigned to an incident with full authority to make decisions on all matters affecting that Agency's participation at the incident.

Annual Operating Plan: An annually updated document authorized by the appropriate officials for implementing the Interagency Cooperative Fire Management Agreement in their respective areas of responsibilities.

Boundary Line Fire: This includes (i) a fire burning jointly on lands of two or more parties or will soon burn across the boundary line and the boundary line is known, (ii) where the fire location is known, but the jurisdictional boundary on the ground is uncertain, or (iii) where the location of a reported fire is uncertain in relation to the jurisdictional boundary.

Once the exact location of the fire is determined in relation to the jurisdictional boundary, it ceases to be a boundary fire unless falling in category (i) above.

Burned Area Rehabilitation/Stabilization: Efforts undertaken within 3 years of a wildland fire to repair or improve fire-damaged lands unlikely to recover to management-approved conditions, or to repair or replace minor facilities damaged by fire; along with planned actions to stabilize and prevent unacceptable degradation to natural and cultural resources, to minimize threats to life or property resulting from the effects of a fire, or to repair/replace/construct physical improvements necessary to prevent degradation of land or resources.

Closest Forces Concept: The philosophy of committing the closest available appropriate resources, regardless of Agency, for initial attack or for critical need.

Colorado State Forest Service (CSFS): A statutory entity governed by the Board of Governors of the Colorado State University System.

Cooperator: Organized fire forces of other Agencies, paid or volunteers, public or private, at the local, municipal, State, or Federal level.

Cost Share Agreement: A document prepared between a Federal, State and/or local Agencies to distribute costs on a multi-jurisdictional incident or an incident which threatens or burns across boundaries of direct protection areas of the Agencies.

County: Employees, elected officials, and appointed officers of a county.

Direct Protection Area: That area which, by law or identified or authorized pursuant to the terms of this Agreement, is provided wildland fire protection by the State or its Counties or by a Federal Agency. This may include land protected under exchange or payment for protection.

Direct Costs: All costs associated with direct fireline/fireground operations and incident support ordered by or for the incident; excludes overhead, facilities, and administrative costs.

Draw Down Level: A minimal level of resources usually available for initial attack to provide coverage for its area of responsibility. This level can change depending on local conditions. In the event that the required resources become unavailable, move up and cover resources will be needed to maintain the draw down level.

Facilities and Administrative Costs: Costs that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity.

Fire Management: Activities and programs that include: the use of fire as a resource management tool, and protection of values from unwanted, uncontrolled wildfire.

Jurisdictional Agency: The Agency or county which has overall land and resource management and/or protection responsibility as provided by Federal or State law.

ICS (Incident Command System): The common emergency incident management system used on any incident or event and tailored to fit the specific management needs of the incident/event. Includes "Colorado Incident Command System" at the local level.

Initial Attack Forces: Wildfire suppression resources of Agencies initially dispatched to a fire in accordance with a pre-existing Annual Operating Plan or Mobilization guide.

Initial Attack Zone: An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

Move-Up and Cover: Identifies a relocation of fire suppression resources from their established location to a temporary location to provide fire protection coverage for an initial attack response area.

Mutual Aid: Assistance provided by a Supporting Agency at no cost to the Protecting Agency. Mutual aid is limited to those initial attack resources or move-up and cover assignments that have been determined to be appropriate and as each may be able to furnish and are documented in Annual Operating Plans. Sometimes called Reciprocal Fire Protection.

Overhead Costs: Indirect administrative costs that cannot be readily identified with specifically financed programs and functions.

Preparedness: Activities before fire occurrence to ensure effective suppression action. Includes training, planning, procuring and maintaining equipment, development of fire defense improvements, and maintaining cooperative arrangements with other Agencies.

Prescribed Fire: The planned and/or permitted use of fire to accomplish specific land management objectives.

Prevention: Activities directed at reducing the number of human-caused fires, including such items as public education, law enforcement, dissemination of information, engineering, and the reduction of hazards.

Protecting Agency: The Agency or county responsible for providing direct wildland fire protection to a given area pursuant to this agreement.

Protection Area Maps: Official maps of the Annual Operating Plans.

Protection Boundaries: Mutually agreed upon boundaries which identify areas of direct fire protection responsibility and are shown on maps in the Annual Operating Plans.

Reimbursable (Assistance by Hire): Fire suppression resources that will be paid for by the requesting Protecting Agency per the conditions of this Agreement and its Annual Operating Plans. Excludes Mutual Aid.

Resources: All personnel, items of equipment and aircraft available for assignment of tasks.

Rocky Mountain Coordinating Group: A group consisting of the Agency Administrators or their designated representatives to oversee the terms of this Agreement and to provide general oversight for interagency wildland fire activities in Colorado.

State: Board of Governors of the Colorado State University System acting by and through Colorado State University on behalf of the Colorado State Forest Service.

Structure Fire Protection: The protection of homes or other structures from wildland fire.

Structure Fire Suppression: Actions to extinguish or control a fire burning on or in a structure.

Supporting Agency: An Agency or county providing fire suppression or other support and resources to the Protecting Agency.

Suppression: All the work of confining and extinguishing a fire beginning with its discovery through the conclusion of the incident.

Unit Administrator (Line Officer): The individual assigned administrative responsibilities and delegated signing authority for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, District Manager for the Bureau of Land Management, Area Forester, District Forester, or State Forester as designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a county commissioner at the local level.

Values to be Protected: Include property, structures, physical improvements, natural and cultural resources, community infrastructure, and economic, environmental, and social values.

Wildfire: Uncontrolled fire burning in forest, brush, prairie, or cropland fuels, or conflagrations involving such fuels and structures.

Wildland: Lands with few or no permanent improvements.

Wildland Fire: Any non-structural fire that occurs on wildland.

Wildland Urban Interface (WUI): Defined as the line, area, or zone where structures and other human development meet or intermingle with undeveloped wildland or vegetative fuels.

COOPERATIVE FIRE MANAGEMENT AGREEMENT

EXHIBIT B

ANNUAL OPERATING PLAN OUTLINE GUIDE

The Annual Operating Plan is a working document compiled each year by wildfire Agencies participating in the Plan, and shall be attached to and considered a part of the Interagency Cooperative Fire Management Agreement.

The Plan should contain the following information, wherever applicable, and will follow the same format as this outline.

1. Plan approvals from authorized Agency representatives with dates.
2. Identification of the jurisdictions within the area of the plan.
3. Authority for plan - cite Interagency Cooperative Fire Management Agreement among the State and Federal Agencies, and Agreement for Cooperative Wildfire Protection between the State and the County.
4. Purpose of plan - brief narrative
5. Definitions and description of:
 - A. Fire Management Responsibilities
 - B. Mutual Aid Dispatch Areas by Dispatch Levels
 - C. Mutual Aid Move-up and Cover Facilities
 - D. Special Management Considerations (wilderness areas, Wild and Scenic Rivers, research natural areas, archeological sites, roadless areas, other areas identified in land management planning documents, urban interface areas, or otherwise requiring special fire management procedures)
 - E. Responsibility for Non-Wildland Fire Emergencies
 - F. Repair of Wildfire Suppression Damage
6. Fire Management Resource List including prevention, detection, ground and air attack units, supervisory personnel, draw-down levels, and other cooperating Agencies.
 - A. Kind (by ICS type)
 - B. Location
 - C. Anticipated Availability Period
 - D. Staffing Levels
 - E. Contact Points and Names
7. Protection Area Maps Showing;
 - A. Jurisdictional Agency, Protection Unit, County boundary, area of responsibility and other plan needs.
 - B. Fire Protection facilities by Agency and location
 - C. Direct Protection Areas
 - D. Mutual Aid Dispatch Areas
 - E. Special Management Consideration Areas
 - F. Date Effective

8. Fire Readiness

- A. Fire Planning
 - 1. Presuppression analysis plans
 - 2. Trigger points for increase/decrease in staffing/readiness
 - 3. Prevention plans
 - 4. Prescribed fire plans
- B. Wildfire Training Needs and Coordination
- C. Inspection Schedules

9. Wildfire Suppression Procedures

- A. ICS Use
- B. Detection Standards
- C. Relationship with local Mobilization guide
- D. Notification about Fires
- E. Establishment and Revision of Mutual Aid Dispatch Areas
- F. Initial Attack Dispatch Levels and their determination
- G. Dispatching and Resource Order Process
 - 1. Unified Command
 - 2. Boundary Fires
- H. Reinforcements and Support
- I. Move-up and Cover Locations and Procedures
- J. Interagency procurement, loaning, sharing, or exchanging and maintenance of facilities, equipment, and support services
- K. Interagency Sharing of Communications Systems and Frequencies
- L. Escaped Fire Situation Analysis
- M. State Emergency Fire Fund
- N. Dispatch Centers or other incident support facilities
- O. Post-incident Action Analysis
- P. Out-of-Jurisdiction Assignments
 - 1. Standards
 - 2. Procedures

10. Aviation Procedures

- A. Aviation map and narrative
 - 1. Hazards
 - 2. Sensitive Zones (urban interface, aquatic, wilderness, etc.)
 - 3. Helispots, dip sites
 - 4. Automatic dispatch zones (tied to preparedness planning)
 - 5. Detection routes
 - 6. Foam/retardant restriction areas
- B. Flight following/frequency management
- C. CWN aircraft, tactical and support aircraft
- D. Fixed wing base management
- E. Single Engine Attack Tanker Bases
- F. Leadplane/air attack activation
- G. Aviation Requests and Operations
 - 1. Initial Attack
 - 2. Boundary Fires
 - 3. Wildland Urban Interface
 - 4. Mutual Aid Procedures
 - 5. Air Space Restrictions

- H. Inspection Schedules
- I. Aviation Dispatch Procedures
 - 1. Status
 - 2. A/C Hires
 - 3. Selection Process
 - 4. Flight Management
 - 5. Flight Following
 - 6. Air Space Coordination

11. Fire Prevention

- A. General Cooperative Activities
- B. Information and Education
 - 1. Fire Danger Information
 - (a) Fire Weather Station Locations
 - (b) Data Sharing and Methods
 - (c) Fire Danger dissemination
 - (d) Fire Prevention Signs
 - 2. Joint or Single Agency Press Releases
 - 3. Smokey Bear Program
 - 4. "Let's Talk Fire" Programs
 - 5. Red Flag Operations
 - 6. Firewise Communities Program
- C. Engineering
 - 7. Land Use Planning (wildland-urban interface)
 - 8. Defensible space and fuels treatments
 - 9. Railroads and Utilities
- D. Enforcement
 - 10. Issuing Open Burning and Campfire Permits
 - 11. Restrictions and Closures, (Initiating, communicating, enforcement, and lifting)
 - 12. Fire Investigations

12. Fuel Management and Prescribed Fire Considerations

13. Cost Reimbursements

- A. Non-Reimbursable Items
- B. Reimbursable Items
- C. Wildfire Prevention
- D. Wildfire Readiness
- E. Wildfire Suppression
 - 1. Dispatching
 - 2. Initial Attack
 - 3. Mutual Aid
 - 4. Reinforcements
 - 5. Aviation
 - 6. Cost Share Plan
 - 7. Out-of-Jurisdiction Assignments
 - 8. Billing Procedures
 - 9. Resource Use Rates

14. General Procedures. How to handle:

- A. Periodic Program Reviews
- B. Annual Updating of Plans
- C. Changes During Year (due to budget cuts or supplemental funding)
- D. Resolution of Disputes Procedure

15. Directory of Personnel and/or Authorized Agency Representatives

- A. Bureau of Land Management
- B. Colorado State Forest Service
- C. USDA Forest Service
- D. Bureau of Indian Affairs
- E. National Park Service
- F. Fish and Wildlife Service
- G. County
 - 1. Board of Commissioners
 - 2. Sheriff's Department
- H. Fire Departments

EXHIBIT C

SAMPLE COST SHARE AGREEMENT

Following is the Cost Share Agreement between the Agencies identified below as negotiated for the following incident.

INCIDENT NAME: _____

INCIDENT NUMBERS BY AGENCY: _____

START TIME AND DATE: _____

JURISDICTIONS: _____

CAUSE: _____

INCIDENT COMMANDER(S): _____

This Cost Share Agreement between _____
and with the cooperation of _____, was prepared
under the following authorities provided by:

1. The Interagency Cooperative Fire Management Agreement between the State of Colorado; USDA Forest Service; USDI Bureau of Land Management; USDI National Park Service; USDI Bureau of Indian Affairs; USDI Fish and Wildlife Service.
2. Agreement for Cooperative Wildfire Management between _____ County and the State of Colorado.
3. _____

Agency Representatives participating in development of the Cost Share Agreement.

Agency: _____ Agency: _____

Name: _____ Name: _____

Title: _____ Title: _____

Agency: _____ Agency: _____

Name: _____ Name: _____

Title: _____ Title: _____

COST SHARE AGREEMENT FOR THE _____ INCIDENT:

It is hereby agreed that the cost basis on this incident will be shared as follows

Rationale used in developing this cost agreement:

The following section is optional, but will be used only if costs are calculated on a percentage basis and a computer-based incident cost accounting system is not available:

<u>AGENCY</u>	<u>DIRECT COSTS</u>		<u>AIR/RETARDANT COSTS</u>	
_____	_____	%	_____	%
_____	_____	%	_____	%
_____	_____	%	_____	%
_____	_____	%	_____	%
<u>TOTAL</u>	<u>100</u>	<u>%</u>	<u>100</u>	<u>%</u>

This Agreement and the apportionment contained are our best judgments of Agency cost responsibilities on the date/time shown. Additional Cost Share Agreements for this incident may be approved for future time periods, as conditions and fire spread change.

SIGNATURE: _____ DATE: _____ TIME: _____

AGENCY: _____ PHONE: _____

MAILING ADDRESS: _____

SIGNATURE: _____ DATE: _____ TIME: _____

AGENCY: _____ PHONE: _____

MAILING ADDRESS: _____

SIGNATURE: _____ DATE: _____ TIME: _____

AGENCY: _____ PHONE: _____

MAILING ADDRESS: _____

ITEMS TO CONSIDER WHEN NEGOTIATING A COST SHARE AGREEMENT

Negotiating cost share agreements within the State of Colorado has been delegated to the respective unit administrators in the Interagency Cooperative Fire Management Agreement. County officials must also be included. Cost share agreements are to be documented, including the basis or rationale used. The following guidelines should be considered when negotiating a cost share agreement. These are intended to help field personnel in negotiating an equitable agreement and are not intended to be mandatory.

Unit Administrator (Line Officer): the individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers (USFS), District or Area Manager (BLM), Area Forester or State Forester Designate (State), Regional Director or Refuge Manager (USFWS), Park Superintendent (NPS), and Agency Superintendent (BIA), and may include a county commissioner at the local level.

General Guidelines:

1. Agency budgeted costs normally are not shared.
2. Responsibility for claims is considered to be outside the scope of the cost share agreement.
3. Rehabilitation costs other than on the fireline are the responsibility of the jurisdictional Agency.
4. All cost share negotiations should include consideration to each Agency's values at risk and resources assigned.
5. Cost share agreements should normally be reviewed at the end of each burning period and documented with review date and time.

Method 1: Cost can be shared proportionately based upon the acreage burned.

Method 2: Costs between the Agencies can be based on a summary of daily estimated incident costs and each Agency's proportionate share thereof. If this method is used, daily cost sharing should be properly documented by the Incident Commander. Aircraft and retardant should be on an actual use basis.

Method 3: Costs can be shared based upon direct fireline resources assigned basis. Aviation resources, retardant, etc. should be on an actual use basis. Indirect costs are then shared proportional to direct costs. This is the most equitable method and should be utilized on incidents when a Type I team is assigned.

Definitions:

Direct Costs: All costs associated with direct fireline/fireground and operations including aircraft, except airtankers and their retardant, and incident support ordered by or for the incident prior to completion of the cost share agreement. Airtanker costs and associated retardant costs are direct costs but normally are calculated at a separate cost share rate.

Facilities and Administrative Costs (Indirect Costs): Costs that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, and instructional activity, or any other institutional activity. These costs may include office support personnel, mobilization/demobilization centers, dispatching, airbase operations, transportation from home base to camp, and minor or major equipment repairs to incident-assigned and damaged equipment (except those costs included in equipment rental rates). Facilities and administrative costs can be shared proportionately with direct costs except where identified to be shared differently in the cost share agreement.

EXHIBIT D

**DOCUMENTS REQUIRED TO TRANSFER MONEY BETWEEN
FEDERAL AGENCIES AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY THROUGH
COLORADO STATE UNIVERSITY ON BEHALF OF THE COLORADO STATE FOREST SERVICE**

1. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to the Colorado State Forest Service.

FEDERAL AGENCIES	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Cooperative Fire Agreement	Grant	Participating Agreement
U.S. Bureau of Land Management	Purchase Order	Cooperative Agreement	Purchase Order
U.S. National Park Service	Cooperative Agreement	Grant	Cooperative Agreement
U.S. Fish & Wildlife Service	Purchase Order	Cooperative Agreement	Purchase Order
U.S. Bureau of Reclamation	Procurement	Financial Assistance	Procurement
U.S. Bureau of Indian Affairs	Purchase Order	Cooperative Agreement	Purchase Order

2. Please enter the type of document(s) required by your Agency to **TRANSFER** monies to other Federal Agencies.

FEDERAL AGENCY BUYER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. National Park Service	Interagency Agreement (IDEAS) Without Articles (NPS form not numbered)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)	Interagency Agreement (IDEAS) Articles IGO 1681-3 (IDEAS)
U.S. Fish & Wildlife Service	Interagency Agreement/Intra- Agency Agreement	Interagency Agreement/Intra- Agency Agreement	Interagency Agreement/Intra- Agency Agreement
U.S. Bureau of Reclamation	Interagency Agreement	Interagency Agreement	Interagency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Contracting Officer/Assistance Officer or Grants & Agreements Specialist.)

3. Please enter the type of document(s) required by your Agency to **RECEIVE** monies from other Federal Agencies.

FEDERAL AGENCY SELLER	FIRE SUPPRESSION	RURAL FIRE ACTIVITIES	PRESCRIBED BURNS
U.S. Forest Service	Not applicable	AD-672	AD-672
U.S. Bureau of Land Management	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. National Park Service	Interagency Agreement (Will accept other Agency format, but needs to meet basic NPS key elements)	1681-3 (WORD) Statement of Work Attached Other Agency Form	1681-3 (WORD) Statement of Work Attached Other Agency Form
U.S. Fish & Wildlife Service	Interagency Agreement (Other Agency Form acceptable)	Interagency Agreement Initiated by Other Agency (Other Agency Form acceptable)	Interagency Agreement (Other Agency Form acceptable)
U.S. Bureau of Reclamation	Interagency Agreement	Interagency Agreement	Interagency Agreement
U.S. Bureau of Indian Affairs	Interagency Agreement	Interagency Agreement	Interagency Agreement

(For internal operating procedures or internal documents, contact your local Fiscal/Financial/Budget Officer.)

MODIFICATION No. 1

To
COLORADO COOPERATIVE FIRE AGREEMENT
between
USDA FOREST SERVICE, ROCKY MOUNTAIN REGION
and the
USDI, BUREAU OF LAND MANAGEMENT, COLORADO
and the
USDI, NATIONAL PARK SERVICE, INTERMOUNTAIN REGION
and the
USDI, BUREAU OF INDIAN AFFAIRS, SOUTHWEST REGION
and the
USDI, FISH AND WILDLIFE SERVICE, MOUNTAIN PRAIRIE REGION
and the
USDI, BUREAU OF RECLAMATION, GREAT PLAINS REGION and UPPER COLORADO REGION
and the
BOARD OF GOVERNORS
of the
COLORADO STATE UNIVERSITY SYSTEM,
Acting By and Through COLORADO STATE UNIVERSITY,
On behalf of the COLORADO STATE FOREST SERVICE

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

The purpose of this Modification is provide for cost share needs of the USDI agencies and to correct certain terminology in the agreement.

1. Modify Clause 35 as follows:
35. Cost Sharing: A cost share agreement will be prepared by the responsible unit administrators (as defined in EXHIBIT A, Glossory) or their authorized representatives when there is (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across direct protection boundaries of the State and Federal Agencies. See EXHIBIT C for a sample cost share agreement. A general approach to cost sharing on local incidents will be outlined in the Annual Operating Plan but can be superseded by an incident specific cost share agreement. Cost share methods are outlined in the Interagency Incident Business Management Handbook Chapter 80, NFE 2160. Representatives of Supporting Agencies signatory to this agreement may participate with Jurisdictional Agency representatives to negotiate cost-share agreements.
2. Replace the term "Supporting Agency" throughout the entire agreement with the term "Assisting Agency" in compliance with the National Response Plan within the provisions of the Emergency Support Function number 4.
3. Exhibit A – Glossory of Terms. Replace the definition of Unit Administrator
4. (Line Officer) with the following, in order to update the title for Bureau of Land Management: The individual assigned administrative responsibilities for an established organizational unit, such as Forest Supervisors or District Rangers for the Forest Service, Field Office Manager for the Bureau of Land Management, Area Forester, District Forester, or State forester designated for the State Forest Service, Agency Superintendent for the Bureau of Indian Affairs, Park Superintendent for the National Park Service, and Refuge Manager (Project Leader) for Fish and Wildlife Service. May also include a county commissioner at the local level.

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

