

## COOPERATIVE FIREFIGHTING AGREEMENT

Between

Colorado National Guard, Department of Military Affairs, and

Bureau of Land Management, Colorado State Director

THIS AGREEMENT made and entered into this 28th day of July 1994, by and between the Colorado National Guard, Department of Military Affairs, hereinafter called the NG; and the Bureau of Land Management, Colorado State Director, hereinafter called the BLM; (NG is known as the providing agency, hereinafter the BLM is known as the requesting agency).

WITNESS THAT:

WHEREAS, the providing agency has available at certain periods, equipment, personnel supplies, and facilities that are useful in the suppression of forest and range wildfire within the state of Colorado, and

WHEREAS, the requesting agency is charged with the responsibility of protecting from wildfire, BLM lands within the State of Colorado, and

WHEREAS, the providing agency finds firefighting advantageous for training NG personnel under field conditions which will further the NG training program;

NOW THEREFORE, IT IS MUTUALLY AGREED:

1. That the NG, with approval of the Governor of the State of Colorado, may be called to assist during an emergency wildfire situation on BLM protected lands in Colorado.
2. The Colorado National Guard shall provide only those pilots which meet the specifications found in the Memorandum of Understanding Between Department of the Army/DOD Executive Agent and Boise Interagency Fire Center, dated 9/13/90.

The Colorado National Guard shall provide a list of pilots meeting these qualifications as part of the annual operating plan.

3. That all requests for assistance from the NG by requesting agency be placed through the Western Slope Coordination Center, Grand Junction, Colorado. These requests will then be coordinated through the Rocky Mountain Area Fire Coordination Center (RMACC), Jefferson County Airport, Broomfield, Colorado. The initial request for wildfire fighting assistance will be made by the Regional Fire Coordinator to the Office of the National Guard Director of Plans, Training, Operations and Military Support (COPTOMS), Englewood, Colorado.
4. That at minimum, requests for NG support shall include the type and amount of assistance required, information on the extent and probable duration of the fire emergency, identification of the requesting agency, agency point of contact and telephone number, report time and location, and a statement to the effect that all available civilian resources have been committed or are not reasonably available.
5. That the requesting agency will provide necessary maintenance and supplies needed to operate the equipment during the period of use by them. Supplies and repair parts furnished by the NG will be reimbursed to the NG by the requesting agency.
6. That the NG shall operate all equipment provided by the Adjutant General unless requesting agency is solely requesting loan of specified equipment and/or facilities which do not require military orders.

7. That the user agency shall replace in kind or reimburse the NG for any supplies and equipment furnished by the NG that is lost, or destroyed during the period of fire duty.
8. That the requesting agency agree to pay for parts and labor required to clean and restore equipment to the same condition it was in at the time it was provided, less fair wear and tear. The equipment will be inspected jointly by NG and requesting agency personnel to determine the above.
9. The command of NG personnel shall remain in military channels. The senior military member provided the requesting agency will report to the incident commander and establish the necessary organization of control to accomplish the assigned mission. The NG will furnish other supervisory and support personnel at home station as they deem necessary. Special Tactical Fire training required for fielded personnel, if any, will be provided by the requesting agency. The NG will provide a military liaison if requested by the BLM.
10. That the requesting agency is responsible for compensation for NG personnel. The requesting agency shall subsequently reimburse the NG for all pay and allowance.
11. That the requesting agency will arrange and pay for housing and subsistence of NG forces during the period of fire duty, and provide any safety equipment required by their operation that cannot be furnished by the NG.
12. Nothing herein contained shall alter the responsibilities of the agency to the public or to third parties as a result of the operation under this agreement. The parties to this agreement assume their proper responsibilities under various State and Federal laws and regulations governing their operations.
13. The NG and requesting agency will prepare an Annual Operating Plan which is attached and made a part hereto. This plan will be revised as necessary prior to June 1st each year. The plan will contain the details to provide efficient mobilization of personnel and equipment, payment of personnel, operations and maintenance of equipment, and other items as needed
14. This agreement shall remain in force until termination by any party fifteen (15) days notice in writing to the other party.
15. This agreement supersedes any similar existing agreements between the NG and BLM upon final signing and dating of this agreement by the Adjutant General.
16. National Guard personnel will be employed in accordance with the Interagency Fire Business Management, (Pay Plan for Emergency Firefighters) to include supervisory personnel provided by the National Guard for operations and communications required in the National Guard Operations Center. National Guard personnel will be considered employees of the BLM from the time they arrive at their designated departure point until relieved from such duty. The AD Pay Plan will be made part of the Annual Operating Plan.

(1) The following job classifications are established for National Guard State Active Duty (SAD) volunteers on fire suppression duty. These job titles and classifications are not intended to be all-inclusive.

#### LIST OF JOB TITLES AND AD CLASSIFICATION

Supply Clerk	AD-3
Vehicle/equipment dispatcher	AD-3
Second cook/cooks helper	AD-3
Radio operator	AD-3
Mechanic's helper/service person	AD-3

Truck driver (personnel and supply transportation)	AD-4		
First Cook		AD-4	
Aid person or medic			AD-4
Mechanic		AD-4	
Heavy equipment operator		AD-4	
Communications technician/specialist		AD-4	
Aircraft control tower operator		AD-4	
Operators/mechanics for pumps, light plants, power equip	AD-5		
Aircraft crew chief		AD-5	
OIC/NCOIC			AD-5
Food service sergeant will be considered supervisory	AD-5		
Aircraft pilots		AD-5	
Aircraft refueler		AD-5	

NOTE 1: These titles re military titles and do not necessarily correspond to the Incident Command System titles. AD classification determinations are made on the basis of actual duties performed. AD-5 rates will be negotiated annually and made a part of the annual operating plan. Job titles and classification for support personnel and equipment required by the BLM which are not listed above will be negotiated by National Guard and BLM officials at such times as personnel and/or equipment are made available.

NOTE 2: All use of National Guard equipment during fire emergency will be in accordance with the provisions of an Annual Operating Plan and an Inter-Service Support Agreement (ISSA) in accord with Department of Defense Directive 400, 19-M to reimburse or replace lost, damaged or destroyed National Guard equipment provided to support federal wildfire suppression activities.

COLORADO NATIONAL GUARD  
DEPARTMENT OF MILITARY AFFAIRS

BY: /s/ not legible  
Adjutant General of Colorado

Date: September 29, 1994

BUREAU OF LAND MANAGEMENT  
COLORADO STATE DIRECTOR

BY: /s/ Bob Moore  
State Director, BLM, Colorado

Date: September 26, 1994

OFFICE OF AIRCRAFT SERVICES  
BOISE, IDAHO

BY: /s/ Elmer J. Hurd, Jr.  
Director, OAS

Date: October 4, 1994