

AMENDMENT # 3 to
2009 INTERAGENCY FIREFIGHTING CREW AGREEMENT

1. This is Amendment No. 3 to the 2009 Interagency Firefighting Crew Agreement (as amended from time to time the "**Agreement**") between the State of Oregon acting by and through its Oregon Department of Forestry hereafter called **Government**, and **(Please Print Company Name)** _____,

hereafter called **Contractor**. By signing this Amendment, **Contractor** agrees to be bound by the terms and conditions of this amendment for all crews awarded to your company.

2. The **Agreement** is hereby amended as follows:

Section 1.0 is deleted and is replaced in its entirety to read as follows:

RESOURCES AND COMPENSATION

1.0 SCOPE OF THE AGREEMENT AND PROVISION OF RESOURCES:

1.1 This **Agreement** is applicable to the contracting of **Contractor Resources** to entities within the scope of the definition of **Government** as set forth in **Exhibit A** to provide **Services** for wildland fires within the states of Oregon and Washington. Government may dispatch contract resources outside of Oregon and Washington. See D 9.0.

1.2 During the **Term of the Agreement**, the **Contractor** shall provide the **Crew** identified in **Attachment A** together with all required **Contractor Resources** and shall perform the **Services** required in strict accordance with the terms and conditions of this **Agreement**.

1.3 The **Contractor Resources** provided by the **Contractor** must meet and comply with all of the applicable requirements of this **Agreement**.

1.4 **Contractor** must maintain and provide proof upon request by ODF of **Government** training record inspections for STCR, **CRWB** and FFT1 positions on all proposed **Crews** prior to receiving award and prior to any annual extension. **Government** will provide written acceptance of **Contractor Crews** upon verification of required training.

1.5 This **Agreement** does not guarantee that the **Contractor** will receive a dispatch to provide **Services**. Nothing in this **Agreement** shall preclude a **Government** or a **Protective Association** from utilizing resources from any source prior to or instead of the **Contractor Resources** provided by **Contractor** pursuant to this **Agreement** when, at the discretion of the **Government** or **Protective Association**, such utilization is in the public interest of effectively and efficiently deploying available resources to best control an existing fire situation.

1.6 If, during the **Term of the Agreement**, the severity of the fire **Season** warrants the hiring of additional **Crews**, **Government** may, in its sole discretion, request **Contractor** to offer additional

Crews, or Strike Team Leaders from existing **Designated Dispatch Locations (DDL's)**. **Contractor** may, but is not required to offer to provide the requested **Contractor Resources**.

1.7 If **Government** accepts the offer by the **Contractor** to provide additional **Contractor Resources** from an existing **DDL**, **Contractor** shall receive compensation for such additional **Resources** at the rates set forth in this **Agreement**. The additional **Contractor Resources** must meet all of the requirements contained in this **Agreement** for such **Resources**. The additional **Crews** will be added to the bottom of the **Best Value Ranking** dispatch list and will be ranked according to the **Best Value Ranking** of the **Contractor**.

Section 10.2 is deleted and is replaced in its entirety to read as follows:

10.2 US DEPARTMENT OF LABOR WAGE DETERMINATION AND STATE MINIMUM WAGE. **Contractor** must compensate all **Crew Members** in accordance with (a) the applicable hourly wage rate provisions of (i) the Wage Determination issued pursuant to the federal Service Contract Act, or (ii) state minimum hourly wage rates, whichever is higher and (b) the applicable Fringe Benefits set forth in the Wage Determination. The current Wage Determination can be found at <http://wdol.gov/wdol/scafiles/non-std/95-0221.sca>.

The definition of "Season" in Exhibit A- Definitions is replaced in its entirety to read as follows:

"Season" means a period of time of indeterminate length during the same calendar year.

Section B 1.1 is deleted and is replaced in its entirety to read as follows:

B 1.1 **Crew - Type 2 20-person** – Each Type 2 20-person **Crew** shall consist of the following categories of firefighter:

- 1 – **Single Resource Boss – Crew (CRWB)**
- 3 – **Advanced Firefighter/Squad Boss (FFT1)**
- 16 – **Firefighter Type 2 (FFT2)**

Forty percent (40%) of the Type 2 20-person **Crew members** must have completed one **Season** or more of documented firefighting experience.

Section B 1.2 is deleted and is replaced in its entirety to read as follows:

B 1.2 **Crew - Type 2 10-person** – Each Type 2 10-person **Crew** shall consist of the following categories of firefighter:

- 1 – **Single Resource Boss – Crew (CRWB)**
- 2 – **Advanced Firefighter/Squad Boss (FFT1)**
- 7 – **Firefighter Type 2 (FFT2)**

Forty percent (40%) of the Type 2 10-person **Crew members** must have completed one **Season** or more of documented firefighting experience.

Section B 1.4 is deleted and is replaced in its entirety to read as follows:

B 1.4 **Contractor** shall ensure that all of **Contractor's Crews** supplied under this **Agreement** meet all applicable requirements while providing **Services** under this **Agreement**. The records of all STCR, CRWB, and FFT1 firefighters must be inspected and approved in their current position by **Government** prior to being listed on Company Manifest. Contractor shall not dispatch firefighters in the supervisory positions listed in B 1.4 to an Incident until proof of inspection by **Government** has been documented in the firefighter training and experience file.

Section B 2.7 is deleted and is replaced in its entirety to read as follows:

B 2.7 General Faller Guidelines. Faller certification requires completion of the Faller A portion of the BLM **Position Task Book**. Evaluators must be Faller Class B or C qualified. (Copies of **PTB** may be obtained from the BLM Fire Training web site: <http://www.fire.blm.gov/training/blmtrng.html>.)

1. The Faller **PTB** may be issued prior to completion of S-212 or the field evaluation process to provide an opportunity to complete tasks during the class and field evaluation.
2. S-212 Wildland Fire Chain Saws is required for all certification levels.
3. Following successful completion of the S-212 classroom portion, a field evaluation process is required.
4. The field evaluation process must be documented on a Field Evaluation Form or similar document.
5. To be consistent with policy outlined in the Interagency Standards for Fire and Fire Aviation Operations, Faller certification/qualification has a currency of five years.
6. Recertification is required after currency expires.
7. Persons currently qualified as sawyers must complete a Faller Class A **PTB** and recertify prior to 2014.

Note: Faller B and C are not part of this Agreement, but are included to show progression and certification requirements for evaluation purposes.

Section B 3.0 is deleted and is replaced in its entirety to read as follows:

B 3.0 ADDITIONAL TRAINING AND QUALIFICATION REQUIREMENTS – All **Crew Members** must meet the following additional training and qualification requirements. Training must be provided by an instructor who has been certified or approved by a recognized national or local **Contractor** Association or **Government**-approved educational institution. These associations or educational institutions must have a current Memorandum of Understanding with the **Pacific Northwest Wildfire Coordinating Group (PNWCG)** certifying that the instruction will meet **NWCG** course content and **PNWCG** instructor standards. **Contractor** represents and warrants that each firefighter has met the minimum training and experience requirements for the position or positions to which each **Crew Member** is assigned. **Contractor** shall insure that evidence of compliance is placed in all required **Crew Member** records that must be maintained under the **Agreement**. **Contractor** must ensure that all training received by **Contractor's Crew Members** meets the

course content, objectives and instructor standards listed in the Instructor Guide for each course, PMS 901-1 and PMS 907. **Contractor** must have all STCR, CRWB, and FFT1 **Crew Member** training and experience files inspected and verified by **Government** before an IQC is issued to ensure compliance with all training and experience requirements.

Section B 3.2 is deleted and is replaced in its entirety to read as follows:

B 3.2 Annual Incident Qualification Card (IQC)

B 3.2.1 All **Contractor Crew Members** must have a valid IQC issued at least for the current **Agreement** period including any annual extensions and again upon all changes in employment for that Agreement period. All IQC's are to be issued by the **Contractor**. IQC's must identify the **Contractor** employing the **Crew Member**. Cards must be in the required format specified below.

B 3.2.1.1 IQC's shall be 3.5" x 2". Information on the card shall be typewritten and include: company name; name of the **Crew Member**; digitally imprinted photograph of the **Crew Member**; experience indicator (1/4 inch size); unique identifier assigned by **Government** (may have two unique identifiers if shared **Resource** for multiple agreements); the level of required work capacity fitness test; Language skills assessment (documentation from testing institution supporting bi-lingual abilities must be included in **Section** two (2) of **Crew Member** training file); list highest position (may have more than 1 position listed if shared **Resource** for multiple agreements) the **Crew Member** is qualified to perform and the date he or she became qualified in the position(s) listed; and any special skills. The **Certifying Authority (Contractor)** must sign (in ink or electronically) the identification card and provide the issue date. Any **Government**-designated representative, if required for shared **Resources** with other agreements, must verify the information on the identification card and provide it's signature as well (in ink or electronically). Those signatures verify that the individual has met all position qualification requirements of this **Agreement**. **Government** will accept **Contractor's** electronic signature, as long as it is the signature of the **Contractor** and not of a **Contractor's** representative.

B 3.2.1.2 Required information and format of the identification card: (cards not in the required format will not be accepted) (See **Attachment 1 to Exhibit B**).

FRONT OF CARD

- Company name
- Full legal name of the **Crew Member**
- Digitally imprinted photograph of the **Crew Member**
- Experience indicator (1/4 inch diameter size)
- **Crew Member** number (unique identifier assigned by **Government**)
- Work capacity test level (Arduous)
- Language evaluation (LSA/S or LSA/E)
- List only highest position(s) the **Crew Member** is qualified to perform and the date achieved (example: CRWB or ENGB, CRWB or STCR, CRWB)

BACK OF CARD

- Additional skills (example: emergency medical technician, Class A and/or B Faller)
- Owner's signature and issue date
- Signature of **Government**-designated representative, if required for shared **Resources**

B 3.2.1.3 To easily identify the **Crew Members** who meet this experience requirement, each IQC must be marked with a colored identifier as follows: **YELLOW** to indicate a first year firefighter, **RED** to indicate a firefighter with one year or more experience and **BLUE** to indicate a firefighter certified as a FFT1- Squad Boss, CRWB or STCR. The colored identifier shall be a minimum of one quarter inch in size. Firefighters who take and do not pass the English language assessment shall be listed as an experienced FFT2 red dot on their qualification card and on all manifests. These firefighters are not to be presented as FFT1 **Trainees** or offered for **Incident** LSA monitoring. FFT2 positions that have completed experience and training requirements for a FFT1 position after the expiration date of third party LSA evaluation process must be approved by **ODF** and issued an IQC showing a language designation as NT. NT designation requires language testing and approval at each **Incident** using **Attachment 2 to Exhibit B**.

B 3.2.2 **Records** providing proof of experience to qualify for a STCR, CRWB, or FFT1 must be inspected and verified by **Government** BEFORE an IQC is issued.

B 3.2.3 **Contractor** must annually maintain copies of current language skill analysis certificate "if required," most recent fire experience Crew Time Report (CTR) in current position, current year certificate of refresher training, and documentation that the **Crew Member** has met the work capacity fitness test requirement (Pack Test) for **Crew Members** who have been verified and approved in their current position. These copies must be documented in **Crew Member's** training and experience file and available at **Administering Agency** request.

B 3.2.4 Every **Crew Member** must carry a current **Government** (state or federal) issued photo identification card that includes the name and date of birth of the **Crew Member**. Documents which satisfy this requirement include a driver's license, passport, or state identification card. **A student identification card is not acceptable**. Both the IQC and the photo identification card described in this **Section** must be available for inspection upon arrival at an **Incident** and upon request thereafter.

Section B.5.3 is deleted and is replaced in its entirety to read as follows:

B 5.3 Qualified individuals may take their **original** certificate or roster issued by specified third-party assessment entity, stating "Pass", and indicating "LSA-E" (may supervise English speaking **Crews** only) or "LSA-E/S" (may supervise both English and Spanish speaking **Crews**) or "LSA-E/R" (may supervise both English and Russian speaking **Crews**), to **Contractor** to be included in the firefighters training and experience file. The **Administering Agency PCSU** may request a copy sent by fax to 503-945-7494, or mail for comparison with a roster obtained from the testing authority. **Contractor** does not need to send a copy to the **PCSU** unless requested to do so. The issuer of IQC cards shall incorporate one of the specified LSA designations in the IQC Position Qualifications Block. Original LSA certificates shall be placed into **Section 4** in the firefighter's training and experience file. (See **Exhibit E** Training Records Format) Firefighters who do not take, or take and do not pass the English language assessment shall be listed as an experienced FFT2 red dot on their qualification card and on all manifests. These firefighters are not to be presented as **Trainees** or offered for **Incident** LSA monitoring. Only FFT1 positions that have completed experience and training requirements for a FFT1 position after the expiration date of third party LSA evaluation process can be issued an IQC showing a language designation as NT after training record verification. All other supervisory firefighters must complete pre-**Season** LSA testing. NT designation requires language testing and approval at each **Incident**. FFT2 TRAINEES FOR FFT1

positions that do not have LSA on their Incident Qualification Cards are to be monitored for language skills using Attachment 2 to Exhibit B- English/Reading Requirement Evaluation Process. Any firefighter previously listed with an NT designation shall complete LSA testing before being shown or used in any supervisory position during any following agreement period.

Attachment 1 to Exhibit B - Example Incident Identification/Qualification Card, “Back of Card” information is changed as follows:

BACK OF CARD

Certified Class A Faller	(expiration date)
EMT/FIRST AID/CPR	(expiration date)
(Owner Signature)	(Issue date)
(Government Signature, if shared Resource)	

Section C 3.1.3 is deleted and is replaced in its entirety to read as follows:

C 3.1.3 The compensable meal break is approved by the **Government** Supervisor at the next level above the **Crew Boss** and it is documented on the **Crew** Time Report, SF-261. On **State of Oregon** jurisdictional fires, the use of the **ODF** Emergency Personnel Shift Ticket, form #629-1-2-2-603 is acceptable.

Note: In those situations where **Crew** cannot be relieved from performing work and must remain at a post of duty, a meal period may be recorded as time worked for which compensation shall be allowed and documented on the **Crew** Time Report, SF-261. On **State of Oregon** jurisdictional fires the use of the **ODF** Emergency Personnel Shift Ticket, form #629-1-2-2-603 is acceptable. Proper documentation includes a written statement, such as, “Meal Time Compensable” or “Paid Meal Period.”

Section C 5.7 is deleted and is replaced in its entirety to read as follows:

C 5.7 For **Contractor** travel time exceeding work/rest standards or complying with driving limitations as specified, or where no fire camp is available and **Government** determines that commuting is uneconomical, **Government** will, in its discretion, either furnish **Subsistence**, direct **Contractor** to a designated facility, or provide an additional payment to **Contractor** as follows:

Section D 2.1 is deleted and is replaced in its entirety to read as follows:

D 2.1 **Attachment A** (Agreement Award Summary) contains essential information relating to a **Contractor’s Contracted Crews** including the **DDL** and contact information relating to dispatch. **Contractor** shall provide the **Administering Agency** with written notice of any change to the information in **Attachment A** within 48 hours of the change.

Section D 9.4 is deleted in its entirety.

The fourth paragraph of “Attachment 1 to Exhibit D- INSTRUCTIONS FOR ROSS WEB STATUS” is deleted and is replaced in its entirety to read as follows:

The first thing you will do once in Web-Status is change your temporary password. Click on the “Vendor Resource Status” link, and then look for the “Change Password” link. It will ask you for current password and then ask you twice for your new password. You will have to change your password every 30 days. You can do this as often as you deem necessary. If you have problems, or lose your password, please refer to the information on the following Password Reset Service website: http://ross.nwcg.gov/quick_ref/qf_using_the_Password_Reset_Service_2009_0713.pdf

Section E 1.3 is deleted and is replaced in its entirety to read as follows:

E 1.3 **Records** shall be maintained as described in this **Exhibit** so that easy verification or inspection by a **Government Representative** can be accomplished when required. **Records** not in this format at the time of records inspections will be considered non-compliant. Records shall be inspected as specified in Agreement specification 1.4, and Exhibit B 1.4 and Exhibit B 3.2.2.

Section E 4.4 is deleted and is replaced in its entirety to read as follows:

E 4.4 The hiring **Contractor** shall not dispatch the new **Crew Member** until all required training, experience and fitness records have been received and verified, and a new IQC is issued to the **Crew Member**.

Section E 4.6 is deleted and is replaced in its entirety to read as follows:

E 4.6 All **Crew Members** are required to possess a valid Incident Qualification Card (IQC) prior to being listed on a **Contractor** manifest or being dispatched to any **Incident**. The requirements for obtaining an IQC are set forth in **Exhibit B**. Upon any change of employment, a **Crew Member** must be issued a new IQC before being listed on a manifest or assigned to an **Incident** by the **Contractor** hiring the **Crew Member** (the “Hiring **Contractor**”). A firefighter may be listed on only one (1) **Contractor** manifest and be employed by only one (1) **Contractor** at any time. All transferred firefighters must be identified on **Company Manifests** and **Hand Crew Manifest** Forms as a transferred **Crew Member**.

Section F 2.7 is deleted and is replaced in its entirety to read as follows:

F 2.7 Each vehicle under the ownership or control of the **Contractor** which is used to transport any migrant or seasonal agricultural worker shall be covered by vehicle insurance in accordance with applicable state requirements and all drivers must have a current, valid State driver’s license, MSPA license and must comply with Department of Transportation work/rest requirements. Commercial rental vehicles that are not identified and licensed by MSPA for a Contractor are non-compliant and are not to be utilized to transport crews.

Section F 2.9 is deleted and is replaced in its entirety to read as follows:

F 2.9 **Contractor** vehicles must have clearly visible external identification. The identification must be located on front driver side and passenger side doors (below the window). At a minimum, the identification must include the **Contractor’s** business name as it appears on the **Agreement**. All **Contractor** vehicles used under this **Agreement** must be licensed to the **Contractor** by MSPA.

Section F 3.1.6 is deleted and is replaced in its entirety to read as follows:

F 3.1.6 Water Container. One-liter size or equivalent, one per person required, two per **Crew Member** recommended. The water container must be full on arrival to **Incident**.

“Table 1” in Section F 4.2 is deleted and is replaced in its entirety to read as follows:

TABLE 1

HAND TOOLS			TOOL COMBINATION REQUIRED	
			10-PERSON CREW	20-PERSON CREW
Combi/ Rheinland/ Hazel Hoe or McLeod	3 lb. Head	36" Handle	04	08
Pulaski	3 3/4 lb. Head	36" Handle	05	10
Shovel	Size 0 or 1 Round Point	Long Handled	04	08
Power Saw (For line con- struction only)	W/Gas & Oil and Kit	Minimum 24" bar	02	03
10-Person Belt First Aid Kit	ANZI # Z308.1 2003 Standards		01	02
Fire Extinguishers	For Chainsaws – 8 oz. minimum capacity by weight For Vehicles – UL rating of at least 4. BC			

Section F 5.2 is deleted and is replaced in its entirety to read as follows:

F 5.2 Contractor will be charged for **Consumable Goods** supplied by **Government** and used by **Contractor's Crews** while **Under Hire**. The cost of all **Consumable Goods** will be deducted from payment to **Contractor**. At **Government's** discretion, **Government** may provide the following **Incidental Consumable Goods** at no cost, if available: one-liter size plastic container or equivalent, plastic sheeting, replacement radio batteries and replacement headlamp batteries, as required while **Under Hire**.

3. Except as expressly amended above, all other terms and conditions of the original **Agreement** are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original **Agreement** are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

Certification: The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon tax laws (including, without limitation, the following pursuant to OAR 150-305.385(6)-(B): For purposes of this certification, "Oregon tax laws" means the tax laws names is ORS 305.380 (4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax., 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

CONTRACTOR

By Signature _____

Printed Name: _____

Title: _____

Company Name _____

Date: _____

**STATE OF OREGON by and
through its Agency**

By _____
Shannon Rand- Designated Procurement Officer

Date