

INTERAGENCY AGREEMENT
for the
**PROVISION OF TEMPORARY SUPPORT DURING
WILDLAND FIREFIGHTING OPERATIONS**

among the
UNITED STATES DEPARTMENT OF THE INTERIOR,
the
UNITED STATES DEPARTMENT OF AGRICULTURE,
and the
UNITED STATES DEPARTMENT OF DEFENSE

DOI (BLM-OF&A) Agreement No. 1422RAI050018
USDA (USFS-NIFC) Agreement No. 05-IA-11130206-053

1.0 INTRODUCTION.

Wildland fire management, suppression, and safety are of national importance and are an ongoing concern of the American public. Considerable cooperation and coordination already exists among the Department of the Interior (DOI), the Department of Agriculture (USDA), and the Department of Defense (DoD) for discharging these responsibilities.

The National Interagency Fire Center (NIFC) is jointly managed by the Departments of Agriculture and the Interior. It is staffed by personnel from several Federal agencies whose facilities are combined to carry out their respective Department's fire prevention, suppression and control responsibilities. NIFC is responsible to provide national coordination and logistic support for the activities related to the control of forest and range fires within the United States, which includes all 50 States, the District of Columbia, and fires on State and private lands, as well as all U.S. Territories and Possessions.

The Assistant Secretary of Defense for Homeland Defense (ASD(HD)), as directed in the Deputy Secretary of Defense memorandum, "Implementation Guidance Regarding the Office of the Assistant Secretary of Defense for Homeland Defense," dated March 25, 2003, has responsibility for Defense Support of Civil Authorities (DSCA) in DoD. The ASD(HD) acts on behalf of the Secretary of Defense, the Military Departments, and DoD agencies, referred to hereafter as DoD Components, and may be requested to provide wildland fire emergency assistance to Federal agencies through the NIFC.

2.0. PURPOSE.

The purpose of this Interagency Agreement is to establish the general guidelines, terms and conditions under which NIFC will request and DoD will provide temporary support to NIFC in wildland fire emergencies occurring within all 50 States, the District of Columbia, and all U.S. Territories and Possessions, including fires on State and private lands. It is also intended to provide the basis for reimbursement of DoD under the Economy Act (31 U.S.C. §§ 1535-36) for goods and services provided through NIFC to the various firefighting agencies for response to wildland fire emergencies.

3.0 **AUTHORITY.**

- A. The Economy Act of June 30, 1932, as amended (31 U.S.C. § 1535, 1536)
- B. Department of the Interior and Related Agencies Appropriations Act for FY 2001 (P.L. 106-291), and Appropriations Act(s) for subsequent fiscal years
- C. Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701 et seq.)
- D. National Forest Management Act of 1976 (P.L. 94-588)
- E. National Park Service Organic Act of August 1916 (16 U.S.C. § 1)
- F. National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. § 668dd)
- G. National Indian Forest Resources Management Act of 1990 (25 U.S.C. § 3101 et seq.)
- H. Cooperative Forestry Assistance Act of 1978 (P.L. 95-313, 92 Stat. 365 as amended; 16 U.S.C. § 2101 (note), 2101-2103, 2103a, 2103b, 2104-2105)
- I. DoD Directive 3025.1, Military Support to Civil Authorities (DSCA), January 15, 1993
- J. DoD Directive 3025.15, Military Assistance to Civil Authorities (MACA), February 18, 1997
- K. Deputy Secretary of Defense Memorandum, "Implementation Guidance Regarding the Office of the Assistant Secretary of Defense for Homeland Defense (ASD(HD)), March 25, 2003
- L. DODI 6055.6, DoD Fire and Emergency Services Program, October 10, 2000
- M. DoD Financial Management Regulation (FMR), DOD 7000.14-R, Volume 11A Reimbursable Operations, Policy and Procedures, September 1997 (with changes through May 2001).
- N. DoD Financial Management Regulation (FMR), DOD 7000.14-R, Volume 11B Reimbursable Operations, Policy, and Procedures – Defense Working Capital Fund, December 1994 (with changes through October 2002)

4.0 **RESPONSIBILITIES.**

A. The NIFC agrees to:

- 1. Submit initial requests for DoD support through the DoD Executive Secretariat. Once a Defense Coordinating Officer (DCO) has been assigned to NIFC, subsequent requests will be submitted through the DCO.
- 2. Provide appropriate agreement or ordering document. The document will describe the DoD capabilities requested, when and where the resources are needed, an estimate of the length of time the resources are required, a funds citation, billing instructions, payment information, and acquisition authority. NIFC will ensure that funds are available to reimburse DoD for goods and services provided, and that the request is in the best interest of the government.

3. Ensure that all available or suitable civilian resources have been committed, and the requested support is not in competition with private enterprise.
4. Provide appropriate personnel, training, equipment, supplies and other resources as required to prepare DoD personnel for wildland fire suppression duties.
5. Reimburse DoD for the actual costs of the goods and services (e.g. personnel, equipment, aircraft, supplies and fire protection services) provided in wildland fire suppression operations.
 - a. Actual costs include all direct costs attributable to providing such goods or services regardless of whether DoD's expenditures are increased. Actual costs also include indirect costs (overhead) if the personnel, equipment, aircraft, supplies and fire protection services are provided for the benefit of DOI or USDA.
 - b. Reimbursement will be in accordance with DoD Financial Management Regulation (FMR) 7000.14-R, as amended. A summarization of the rules for determining the reimbursable amounts to be collected by DoD Components are found in the FMR in Volume 11A, Chapter 1, addendum 1, addendum 2 and any subsequent related addenda.
 - c. Provide a summary by fire number of the cumulative DoD approved billings, DoD reimbursements, and an estimate of the outstanding billings based on DoD obligation estimates by DoD Components for the prior calendar year by February 15 of each calendar year. This summary will prepare the NIFC and DoD Components for the post-fire season reimbursement workshop referenced in C.3. below.
 - d. Transfer of funds will be made directly to the appropriate DoD Component via the Intra-governmental Paying and Collection (IPAC) System.

B. DoD agrees to:

1. Provide assistance in the form of personnel (both military and NIFC-certified DoD civilian firefighters), equipment, aircraft, supplies and/or fire protection services on a reimbursable basis when a request for assistance complies with the requirements of this agreement and DoD is able to provide the requested resources.
2. Provide Modular Airborne Firefighting System (MAFFS)-capable aircraft, MAFFS-trained aircrews and appropriate support personnel to conduct aerial dispersal of fire retardant for fire suppression on a reimbursable basis when requests for this type of assistance comply with the requirements of this agreement and DoD is able to provide the requested support. The USDA, Forest Service (USDA, FS) owns and will provide MAFFS units for deployment on DoD MAFFS-capable aircraft.

3. Ensure servicing DoD Components provide NIFC with an obligation estimate for DoD resources at time of request, including updates as needed. DoD will coordinate closely with NIFC and the Defense Finance and Accounting Service (DFAS) (as prescribed by DoD FMR, Volume 11A, Chapter 3) to ensure appropriate billing procedures are followed. DoD will also provide a single point of contact within each DoD Component.
4. Provide NIFC invoices from each DoD Component for goods and services using a Standard Form 1080 billing document.
 - a. Submit invoices to: USDA Forest Service, Financial Manager, 3833 South Development Avenue, Boise, Idaho, 83705.
 - b. Invoicing for actual expenditures reimbursements (performance of work or services, payments to contractors, or delivery from inventory) shall begin within thirty- (30) calendar days after the month in which performance occurred. Final billing invoices shall be submitted within ninety- (90) calendar days of the termination of the supported event.
 - c. Invoices shall identify the DoD point of contact (POC), POC commercial phone number, the fire incident name, the fire incident number, the fire incident date, and whether the invoice is a partial or final billing.
 - d. Supporting documentation is required for each billing invoice for reimbursement and shall include a copy of all requests for assistance, e.g. Resource Orders and Agreements. Backup documentation will identify the fire incident name, the fire incident number, the document number from the Agreement (USDA form AD-672), and the costs incurred by each major item listed in the NIFC Resource Order.
 - e. DoD Components will cite the NIFC obligation Agreement document number after NIFC approves the SF 1080 billing document and submit it to the appropriate DFAS paying station.
 - f. Acceptable methods of transmitting the SF 1080 billing document and back-up documentation to NIFC include a printed copy via standard United States mail or overnight service, fax, or e-mail.
5. Retain the right to disapprove or modify any request that interferes with the Department's operational readiness, or DoD is otherwise unable to provide the requested resources.

C. The DOI, USDA, and DoD mutually agree to:

1. The USDA, FS – NIFC will be the cognizant agency responsible for the payment and reconciliation of DoD expenditures under this Agreement. The DOI will make transfers of funds to the USDA-FS by arrangements separate from this Agreement, as warranted and appropriate.

2. Conduct an annual coordination meeting or conference call not later than May 1, as well as a post-season meeting or conference call not later than December 10, to share plans and to review lessons learned, current procedures, Department policies, and to make any revisions, as necessary.
3. Conduct a post-fire season reimbursement workshop with appropriate DoD Commands and Components and NIFC. The individuals involved will select the date, location and agenda for the workshop. The purpose of this meeting will be to ensure all DoD support to NIFC has been fully reimbursed for the previous fire season, to complete outstanding reimbursement transactions, if necessary, update points of contact, and to train new personnel on the reimbursement process. Reimbursement procedures will also be reviewed for the upcoming fire season.

5.0 TERMS OF AGREEMENT.

- A. The terms of this Interagency Agreement will become effective and will remain in effect for a period of five (5) years commencing on the date of the last signature on this Agreement, unless otherwise agreed, modified or terminated by mutual agreement. The Agreement shall be reviewed by all participants to determine suitability for renewal, revision, or termination. Extensions will be in writing and signed by all signatories, or authorized representatives, to this agreement.
- B. Any party may terminate its participation in this Agreement by providing thirty (30) calendar days written notice prior of such termination to the other parties. The parties understand that reimbursement for any expenses properly incurred before the cancellation date will be made in accordance with the terms of this Agreement. The remaining parties may continue the provisions of this Agreement as long as the DoD remains a party.
- C. This Agreement does not supersede or modify existing mutual aid agreements, assistance agreements, Memoranda of Understanding, or contract procedures between individual DoD installations and local communities.
- D. This Agreement supersedes the Memorandum of Understanding between the Department of Defense-Army, Executive Agent and the Boise Interagency Fire Center dated September 13, 1990, as well as the Memorandum of Understanding among the Departments of Defense, Agriculture and the Interior, dated June 26, 1975.

6.0 GENERAL PROVISIONS.

- A. All obligations of the parties to this Agreement shall be subject to the availability of funds for such purposes.
- B. This Agreement may be modified to incorporate any changes that are mutually agreed upon by all parties. Such modifications will be in writing and will identify the specific activities affected by the modification, the total amount of funds applicable to the modification, as appropriate, and any other pertinent details of the modification. DOI, Bureau of Land

Management (BLM) is designated as the agency responsible for administrative oversight and preparation of modifications to this Agreement. A modification will not take effect until signed by all parties to the Agreement.

7.0 RESOLUTION OF DISAGREEMENTS.

In the event of a disagreement in the interpretation of the provisions of this Agreement, or amendments and/or modifications thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other parties for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties will forward the written presentation of the disagreement to their respective more senior officials within their respective organizations for appropriate resolution.

8.0 PRINCIPAL CONTACTS.

A. For the National Interagency Fire Center:

TECHNICAL CONTACT

NICC Manager
National Interagency Fire Center
3833 South Development Avenue
Boise ID 83705-5354
208/387-5400 - office
208/387-5414 - fax

AGREEMENTS CONTACT

Grants and Agreements Specialist
National Interagency Fire Center
Bureau of Land Management
3833 South Development Avenue
Boise ID 83705-5354
208/387-5360 - office
208/387-5574 - fax

ADMINISTRATIVE CONTACT

Administrative Manager
National Interagency Fire Center
U.S. Forest Service
3833 South Development Avenue
Boise ID 83705-5354
208/387-5608 - office
208/387-5394 - fax

B. For the Department of Defense:

ADMINISTRATIVE CONTACT

Director of Civil Support
Office of the Assistant Secretary of Defense for Homeland Defense
Room 5D337
2600 Defense Pentagon
Washington, DC 20301-2600
703-697-5822 – Office
703-697-5991 – Fax

9.0 SIGNATORIES.

By signature below, the Departments certify that the representatives listed in this document are authorized to act for matters related to this agreement.



Honorable Paul . . . McHale
Assistant Secretary of Defense for Homeland Defense
U.S. Department of Defense



Date



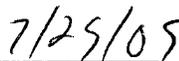
Mark Rey
Under Secretary for Natural Resources and Environment
U.S. Department of Agriculture



Date



P. Lynn Scarlett
Assistant Secretary, Policy Management and Budget
U.S. Department of the Interior



Date