

INTER-AGENCY AGREEMENT FOR FIRE MANAGEMENT

Among the

BUREAU OF LAND MANAGEMENT

BUREAU OF INDIAN AFFAIRS

NATIONAL PARK SERVICE

U.S. FISH AND WILDLIFE SERVICE

of the

UNITED STATES DEPARTMENT OF THE INTERIOR

and the

FOREST SERVICE

of the

UNITED STATES DEPARTMENT OF AGRICULTURE

BLM Agreement No. 1422RAI03-0001

FS Agreement No. 02-IA-11132543-21

FWS Agreement No. 93 252-3-H-001

BIA Agreement No. AG 2002 K097

NPS Agreement No. F0001030011

I. INTRODUCTION.

Fire management in the nation's wildlands is an on-going concern to the American public and to the land management bureaus of the Department of the Interior and the Department of Agriculture, Forest Service, hereafter "agencies." Considerable progress has been made in fire management planning, fire use, and fire suppression by all agencies and continued progress can be achieved by concerted cooperation and coordination among the agencies. Because fire recognizes no boundaries, programs must lead to more productive cooperation and efficient operations among these agencies.

II. AUTHORITY.

- A. Protection Act of 1922 (16 U.S.C. § 594).
- B. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. § 1856a).
- C. Economy Act of June 30, 1932 (47 Stat. 417; 31 U.S.C. § 1535), as amended.
- D. Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1702).
- 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. Disaster Relief Act of 1974 (42 U.S.C. § 1521).
- H. National Indian Forest Resources Management Act of 1990 (25 U.S.C. § 3101).
- I. 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).

III. OBJECTIVE.

- A. To provide a basis for cooperation among the agencies on all aspects of wildland fire management and as authorized in non-fire emergencies.
- B. To facilitate the exchange of personnel, equipment (including aircraft), supplies, services, and funds among the agencies.

IV. PROGRAM COVERAGE.

The agencies agree to cooperate in the full spectrum of wildland fire management activities, and in non-fire emergencies as authorized, to achieve land management goals. Cooperative efforts shall be provided at the national, geographical, and local levels to facilitate efficient use of personnel, supplies, equipment, training, public education, aviation services and other resources. Activities may include, but are not limited to:

- A. Prevention of human-caused wildland fires;
- B. Training of personnel to agreed common standards;
- C. Preparedness for wildland fire suppression;
- D. Suppression of wildland fires;
- E. Emergency stabilization and rehabilitation of areas burned by wildland fires, and may include Burned Area Emergency Rehabilitation (BAER) work;
- F. Development and exchange of technology and databases;
- G. Development and distribution of cost information;
- H. Fuels management, including prescribed fires;
- I. Identification and establishment of interagency fire management resources;
- J. Development of annual local, geographical, and national operating plans;

- K. Fire research, administrative/management studies, and technology development;
- L. Interagency Joint Fire Science/Research and Management projects; and
- M. Rural fire assistance.

V. STATEMENT OF WORK.

- A. Agencies will develop mutually beneficial fire management plans, including activities previously identified in Section IV.
- B. Agencies will develop cooperative arrangements to cover administrative and jurisdictional responsibilities that will provide for:
 - 1. Use of closest-forces and total mobility concepts for wildland fire suppression, including personnel, equipment, and supplies;
 - 2. Development and use of fire equipment and supply caches compatible with total interagency requirements by local, geographical, and national needs;
 - 3. Training to mutually agreeable common standards and curricula;
 - 4. Mutually acceptable performance qualifications and standards for all fire management positions;
 - 5. Mutual assistance for managing wildland fires that are managed for resource benefits; and
 - 6. Mutual assistance for conducting hazardous fuels reduction, wildland urban interface treatments, and ecosystem restoration and maintenance using prescribed fire.
- C. Agency representatives shall coordinate and exchange fire management plans, to include information on available personnel, equipment and supplies as necessary.
- D. Agencies will mutually monitor fire suppression equipment and supplies to assure that proper distribution and quantities are on hand to meet potential needs.
- E. Unless otherwise provided for, an agency is expected to take prompt initial action, with or without request, on wildland fires within zones of mutual interest. Where one agency takes initial action in the protective unit of the other, the initially acting agency shall continue to fight the fire until relieved by an officer of the designated management agency.
- F. When wildland fires burn on, or threaten, lands of more than one agency, joint planning will be conducted by local officials of the representative agencies to suppress the wildland fire.

VI. BILLING/PAYMENT PROCEDURES.

A. Billing procedures for fire management activities are as follows:

1. Emergency Fire Suppression - Agencies shall not bill for services rendered to the signatory agencies of this Agreement except by mutual agreement when an agency has exhausted all other provisions and resources for internally funding suppression activities.
2. Severity – Agencies shall not bill for services rendered pursuant to a Severity Request for wildland fire resources made by signatory agencies to this Agreement. “Severity Request” is defined as authority to access suppression funds on a case-by-case basis, in addition to preparedness funds, to mitigate losses when abnormal fire conditions occur.
3. Fire Management Projects - Agencies may choose to bill one another by mutual agreement once they have exhausted all other provisions for internally funding mutual assists, as provided in A.7, below. (See activities listed in Section IV, Program Coverage.)
4. Fire Preparedness – Agencies may choose to bill one another by mutual agreement for fire program management and readiness activities paid with wildland fire preparedness funds.
5. Mobilization of State Fire Suppression Resources – The Forest Service will pay costs for Interstate assistance incurred by the State providing resources. Intrastate assistance will be paid by the receiving Forest Service/Interior agency as provided by local Federal agency/State Agreements.
6. Emergency Stabilization and Rehabilitation – Agencies shall not bill for fire rehabilitation planning services rendered by the signatory agencies of this Agreement. Agencies may choose to bill one another by mutual agreement for fire rehabilitation implementation.
7. The Interior agencies have agreed to not reimburse one another for services rendered to one another under the budget Activity codes for “Hazard Fuels Reduction Operations” and “Wildland Urban Interface” except as follows below in paragraphs a. and b.
 - a. Each Interior agency will retain reserve funds for these activities at the national, state or regional levels that will be used to establish interagency assist accounts. Local field units can charge these assist accounts when they render assistance to neighboring agencies. If an agency exhausts its reserve funds for interagency assistance, projected deficiencies will be covered through interagency funding transfers, following normal departmental protocols.

- b. The Interior agencies agree to use their assist accounts to provide project assistance to the Forest Service. The Forest Service agrees to establish comparable reserve funds at the regional or National Forest level that can be used to assist Interior agencies with Hazard Fuels Reduction and Wildland Urban Interface projects. Interior agencies and the Forest Service may seek reimbursement from each other once reserve funds have been exhausted and there is no opportunity to use reciprocal services to achieve performance targets.
- B. Billing and collection procedures will follow the Intra-governmental Payment and Collection (IPAC) system process.
- C. Each agency shall, upon request, forward specific cost information for billings.
- D. Indirect administrative surcharges will not be assessed by any signatory agency for preparedness activities performed for another agency.
- E. Indirect administrative fees of signatory agencies for Fire Research and Development and Joint Fire Science Program administrative activities cannot exceed 15 percent for an agency's internal activities and 10 percent for pass through activities. Fees in excess of these limits must be justified and have mutual agreement by the affected parties that are signatory to this Agreement.

VII. GENERAL PROVISIONS.

- A. Each agency shall make direct settlement from its own funds for all liabilities it incurs under this Agreement.
- B. Parties to this Agreement are not obligated to make expenditures of funds under terms of this Agreement unless such funds are appropriated for the purpose by the Congress of the United States, or are otherwise legitimately available under the annual Appropriations Acts. If some extraordinary emergency or unusual circumstance arises that could not be anticipated and that could involve expenditures in excess of available funds for the protection of life or property, the affected agency or agencies shall immediately seek supplemental appropriations or permission for reprogramming to meet their respective shares of such emergency obligations.
- C. This Agreement will take effect on the date of the last signature. The Agreement shall remain in effect until September 30, 2008. Any signatory agency may terminate its participation in this Agreement by written notice to all other signatories provided that such notice shall be given between the dates of October 1 of any year and February 1 of the following year. The termination will become effective immediately upon the date of notice. Full credit shall be allowed for each party's expense and all non-cancelable obligations properly incurred up to the effective date of termination. In such case, this Agreement will remain in full force and effect with respect to the remaining signatory agencies.

- D. Amendments and modifications to this Agreement may be initiated by any signatory agency. The amendments and modifications shall not take effect until documented and signed by all signatory agencies. The Bureau of Land Management is designated as the agency responsible for all administrative oversight of amendments and modifications to this Agreement.
- E. Financial obligations, as warranted, under this Agreement, to accomplish activities under Section IV, must be approved for each agency by the responsible officers at the appropriate level operating within their authority, and funding will be obligated by task orders under this Agreement, except under IV.D, which will be accomplished through Resource Orders when required.
- F. The *Reciprocal Fire Protection Act* specifically authorizes the execution of agreements between agencies of the United States, and other agencies and instrumentalities for mutual aid in fire protection and other fire management purposes. An Economy Act Determination to support reimbursement is not required in these instances. The Economy Act applies when more specific authority does not exist, as stated in the *Federal Acquisition Regulations* (FAR) §17.500(b).

VIII. TASK ORDERS.

- A. Specific projects to be funded and performed under this Agreement shall be identified in separate task orders developed among the agencies involved in each project. Task Orders will contain the following minimum information:
 - 1. Detailed description of services to be performed or supplies to be delivered;
 - 2. Description of the deliverables;
 - 3. Time period for completion;
 - 4. Target cost/price;
 - 5. Identify responsible project officials for each agency;
 - 6. Payment procedures will follow the Intra-governmental Payment and Collection (IPAC) system process, which includes identification of codes, advance payments or reimbursement; and
 - 7. Task Orders must be signed by authorized personnel with authority to obligate and commit funds for each agency.
- B. Task Orders may be prepared in any format acceptable to the agencies involved in each project.

IX. WAIVER.

Each party to this Agreement does hereby expressly waive all claims against the other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

X. DURATION; SUPERSEDES PRIOR AGREEMENT

This Agreement is effective on the last date of execution and will remain in effect until September 30, 2008. This Agreement supersedes “The Interagency Agreement between the Bureau of Land Management, Bureau of Indian Affairs, National Park Service, U.S. Fish and Wildlife Service, of the United States Department of the Interior, and the United States Forest Service of the Department of Agriculture” effective February 20, 1997, and all amendments and modifications thereto.

/s/ J M Hughes for	9-11-02
_____	_____
Kathleen Clarke, Director Bureau of Land Management	Date

/s/ Richard A Harter	10/01/02
_____	_____
Richard A. Harter, Suprv. Contract Officer Bureau of Land Management, NIFC	Date

/s/ Dale N. Bosworth	9/23/02
_____	_____
Dale N. Bosworth, Chief Forest Service	Date

/s/ Terrance L. Virden	9/24/02
_____	_____
Terrance Virden, Deputy Commissioner Bureau of Indian Affairs	Date

/s/ Steve Williams	10/01/02
_____	_____
Steve Williams, Director Fish and Wildlife Service	Date

/s/ Fran P. Mainella	9/30/02
_____	_____
Fran P. Mainella, Director National Park Service	Date