

MASTER
INTERAGENCY AGREEMENT FOR WILDLAND FIRE MANAGEMENT
among the

BUREAU OF LAND MANAGEMENT
BUREAU OF INDIAN AFFAIRS
NATIONAL PARK SERVICE
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. L16PG00129
BIA Agreement No. 2013-K00441-MOU-002
NPS Agreement No. G9560160054
FWS Agreement No. FF09-R220-16-M-6002
FS Agreement No. 16-IA-11132543-057

I. INTRODUCTION.

Wildland fire management in the Nation's wildlands is an on-going concern to the American public and to the Department of the Interior's Bureau of Indian Affairs, Bureau of Land Management, Fish and Wildlife Service, and National Park Service; and to the Department of Agriculture, Forest Service. (These federal entities are hereinafter referred to collectively as the "agencies.") Cooperation and coordination among these agencies is critical to the success of wildland fire management and safety. Because wildland fire recognizes no boundaries, the agencies must continually strive to provide interagency cooperation to achieve more productive, cost effective and efficient operations among the partnering 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. Federal Land Policy and Management Act of 1976, as amended (43 U.S.C. § 1701 *et seq.*).
- D. National Park Service Organic Act of August 1916 (54 U.S.C. 100101 *et seq.*).
- E. National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. § 668dd).
- F. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq.*).
- G. National Indian Forest Resources Management Act of 1990 (25 U.S.C. § 3101).
- H. Forest Service Organic Act of 1897 (16 U.S.C. 551 *et seq.*).
- I. Department of the Interior and Department of Agriculture Service First Authority, as amended (43 U.S.C. § 1703).

- J. U.S. Department of the Interior and Related Agencies Appropriation Acts authorizing the expenditure of funds for Rural Fire Assistance (*see, e.g.* P.L. 114-113, 129 Stat. 2544).

III. OBJECTIVES.

- A. To provide a basis for cooperation among the agencies on all aspects of wildland fire management; and in all-hazard emergency support function activities, as requested and authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act.
- B. To facilitate the exchange of wildland fire personnel, equipment (including aircraft), supplies, services, and funds among the agencies.
- C. To establish a framework for general terms and conditions for funding-obligating interagency wildland fire agreements between and among the partnering agencies as authorized by Service First.

IV. PROGRAM COVERAGE.

The agencies agree to cooperate in the full spectrum of wildland fire management activities to achieve land management goals, and in all-hazard emergencies as authorized. 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 wildfires;
- B. Investigation of human-caused wildfires through final judgment to include settlements;
- C. Training of personnel to agreed common standards;
- D. Preparedness;
- E. Fuel Management;
- F. Wildfire Response;
- G. Emergency Stabilization (ES) and Burned Area Rehabilitation (BAR)/Burned Area Emergency Rehabilitation (BAER) of areas burned by wildfires;
- H. Development and exchange of technology and databases;
- I. Development and distribution of cost information;
- J. Wildland fire research, administrative/management studies, and technology development and transfer;
- K. Coordinating assistance to rural communities to mitigate wildfire risk;
- L. Emergency support function activities under the National Response Framework;
- M. Identification and establishment/maintenance of interagency wildland fire management resources; and
- N. Development of local, geographical, and national operating and mobilization plans.

V. RESPONSIBILITIES.

- A. Agencies will develop mutually beneficial wildland fire management planning efforts in accordance with agency and bureau policy and guidance.
- B. Agencies agree this document will provide for the following administrative and jurisdictional responsibilities:
 - 1. Provision of personnel, equipment and supplies in a manner that adequately considers wildland fire management concepts, such as use of closest-forces, best value and total mobility;
 - 2. Ensuring that the development and use of wildland fire equipment and supply caches is

- compatible with interagency requirements on the Local, Geographical Area, and National levels;
3. Training to mutually agreeable common standards and curricula;
 4. Development and implementation of mutually acceptable performance qualifications and standards for all incident management positions; and
 5. Provision of mutual assistance for managing wildland fires;
- C. Agencies agree to provide mutual assistance for conducting, purchasing and contracting for wildfire suppression, fuels reduction/wildland fire risk management, fuels management, resilient landscape, and burned area rehabilitation activities, and emergency stabilization treatments.
- D. When Operating Plans are entered into under the authority and terms of this Agreement, the Agencies agree that:
1. The Operating Plans shall be considered supplemental to this Agreement,
 2. The Operating Plans must reference this Agreement by number.
 3. The Operating Plans must contain or reference, at a minimum, the following sections:
 - 1) Purpose and Overview
 - 2) Administrative Oversight/Structure
 - a) Executive Board
 - b) Operations Group
 - 3) Organization
 - a) Staffing
 - 4) Roles and Responsibilities
 - 5) Services
 - 6) Funding
 - a) Cost sharing
 - b) Financial Plan
- E. Agency representatives shall coordinate and exchange wildland fire management plans, to include information on available resources (e.g. personnel, equipment and supplies).
- F. Agencies will mutually monitor management of equipment and supplies to assure that proper distribution and quantities are on hand to meet potential incident needs.
- G. Unless otherwise provided for, an agency is expected to take prompt initial action, with or without request, on wildfires 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 take appropriate management actions until relieved by an officer of the land management jurisdictional agency.
- H. Agencies will conduct joint planning to manage wildland fire risk.

VI. CONDITIONS FOR BILLING/PAYMENT PROCEDURES.

- A. Any endeavor involving reimbursement or contribution of funds between or among the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. The services requested and provided will be outlined in separate agreements or other appropriate arrangements that shall be made in writing by representatives of the involved agencies and shall be independently authorized by appropriate statutory authority and signatures.
- B. Subject to Paragraph A, billing procedures for wildland fire management activities are as follows:
1. Emergency Wildfire Suppression and Emergency Stabilization - 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 severe wildfire conditions occur.
 3. Mobilization of State Wildland Fire Suppression Resources -The agencies shall enter into Reciprocal/Cooperative Wildland Fire Protection Agreements, as appropriate, to pay costs for assistance (interstate and intrastate) incurred by the State providing resources. The jurisdictional agency is responsible for costs of ordered goods and services provided.
 4. Preparedness, Fuels, Wildland Fire Risk, Resilient Landscape, and Burned Area Rehabilitation Activities – Agencies may enter into separate agreements to reimburse for resources provided for planning and implementation of treatments and/or activities.
 5. Critical Incident Stress Management (CISM) – Agencies requesting CISM support from another agency may enter into separate agreements to reimburse for these costs. Personnel will follow home agency guidelines for charging time and travel for CISM responses.
- C. When funding shared projects or activities or reimbursing for services between the partnering agencies using Service First Authority and in reference to this Agreement, refer to section VII below.

VII. SERVICE FIRST

- A. Service First Authority authorizes the partnering agencies to conduct shared or joint management activities to achieve mutually beneficial resource management goals. The three goals of Service First are to (1) improve customer service to the public; (2) increase operational efficiencies among the agencies; and (3) improve land management across the agencies' jurisdictional boundaries. Service First is being used primarily to co-locate offices, share staff and resources across agency boundaries, and make reciprocal delegations of authority. The partnering agencies agree to the following terms and conditions for fund-obligating interagency agreements that tier to this Agreement.
1. Terms
 - a) Assisted Acquisitions. When a requesting agency receives goods or services from a servicing agency through a contractor.
 - b) Indirect Cost Rate. A rate that approximates the indirect costs of a servicing agency that cannot be charged exclusively to a particular project, such as administrative support to process the agreements.
 - c) Requesting Agency. The agency that is requesting goods or services from another agency.
 - d) Servicing Agency. The agency that will be providing goods or services.
 - e) Servicing Fees. Fees associated with a servicing agency's administration of an assisted acquisition.
 2. Conditions
 - a) Funding or reimbursement under Service First authority may include any project that meets one or more of the three goals of Service First enumerated above, and for which meet the purpose and objectives of this Agreement.
 - b) When the Service First authority is used, no other authorities, such as the Economy Act apply.

- c) Each agency will initiate and process fund-obligating interagency agreements referencing this Agreement in a timely manner and consistent with the terms and conditions of this Agreement.
 - d) All fund-obligating interagency agreements must reference this Agreement by number and must specify the work or services to be performed by each agency.
 - e) All obligations will be documented using the Treasury Form FMS-7600B (Order Requirements and Funding Information) that references this Agreement by number.
 - f) No cash advances may be made under any funding order that tiers to this Agreement.
 - g) Reimbursement of funds must be through the Interagency Payment and Collection (IPAC) process.
 - h) Documentation for assisted acquisitions should reference this Agreement.
 - i) Any servicing fees for administration of an assisted acquisitions should be included in the direct costs for the corresponding project.
- B. One of the benefits of using Service First authority is that it allows the agencies to not assess indirect costs. By not assessing indirect costs this allows all the costs to go directly to the project thus increasing the efficiency of the project. Therefore, indirect costs will not be assessed by any of the partnering agencies for activities related to this Agreement conducted under Service First.

VIII. GENERAL PROVISIONS.

- A. This Agreement in no way restricts the agencies from participating in similar activities with other public or private agencies, organizations, and individuals or from implementing their respective programs in accordance with applicable statutes, regulations or policies.
- B. This Agreement is not intended to and does not create any substantive or procedural right, benefit, or trust responsibility that is enforceable at law or equity against the United States, its agencies, its officers, or any other person.
- C. Nothing in this Agreement is intended to alter, limit, or expand any of the agencies' statutory or regulatory authority.
- D. No member of or delegate to Congress may benefit from this Agreement either directly or indirectly.
- E. Each agency shall make direct settlement from its own funds for all liabilities it incurs under this Agreement unless otherwise specified in this Agreement.
- F. Any endeavor involving reimbursement or contribution of funds among the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate written agreements or funding orders.
- G. 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.
- H. Each party to this Agreement shall each be responsible for its own loss or damage of its property and/or personal injury or death of its employees or agents arising out of the performance of this Agreement; provided, this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable.
- I. Each party to this Agreement shall comply with all Federal information and/or technology laws,

regulations and requirements; and will be responsible for properly protecting all information used, gathered, or developed as a result of work under this agreement.

- J. Employees and/or contractors for the partnering agencies may be granted access to each other's facilities and/or computer systems to accomplish work described in this Agreement or in a supplemental interagency agreement, funding order, or operating plan tiered under this Agreement. To access facilities and computer systems these employees/contractors must meet each respective agency's security requirements and sign all applicable statements of responsibilities.
- K. In order to use any agency insignia, acknowledgement in support of publications, or to inform the public of the partnering agency's performance under this Agreement, must follow each partnering agency's respective Office of Communication procedures and policies.
- L. Any communication affecting the terms or services covered by this Agreement is sufficient only in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the principal contacts listed in Appendix A.

IX. TERMS OF AGREEMENT.

The effective date of this Agreement will commence upon full execution of the final signature by the identified signatory agencies, and shall remain in effect for a period of five (5) years from the date the final signature was placed on the signatory section, or until such time as the Interagency Agreement is terminated by mutual agreement. Prior to the end of the effective period of this Agreement, it shall be reviewed by all participants to determine its suitability for renewal, revision, or termination. If this Agreement is extended, the extension must be in writing, and approved and signed by authorized signatories for the agencies.

Upon full execution, this Agreement supersedes and replaces the previous Interagency Agreement for Wildland Fire Management executed between the parties on May 6, 2010; referenced as: BLM L10PG00569; FS 10-IA-11130206-032; FWS 93252-A-H100; NPS G9560100055. Furthermore, upon full execution, this Agreement provides for continuation of coverage from May 6, 2016, to effective date of this Agreement without changes to any other conditions of the previous agreement. Existing supplemental agreements, operating plans, or funding orders executed under the previous agreement may remain in effect to the extent they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements, operating plans, or funding orders can be completed or incorporated into new agreements, operating plans, or funding orders.

X. TERMINATION.

Any signatory may terminate their participation in this Agreement by written notice to all other signatories at any time before the date of expiration upon 180 days written notice of such termination. The remaining signatories may continue the provisions of this Agreement. In the event the terminating agency also has supplemental documents (i.e., operating plan or funding order) tiered to this agreement, the affected agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded or pending actions.

XI. RESOLUTION OF DISAGREEMENT.

Should disagreement arise on the interpretation of the provisions of this Agreement, or modifications thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If

agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Nothing herein is intended to conflict with current Department of Agriculture and Department of the Interior directives. If the terms of this Agreement are inconsistent with existing directives of the agencies entering into this Agreement, then those portions of the Agreement that are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished either by an amendment to this Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of all parties. Disputes related to this Agreement shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, Intragovernmental Business Rules.

XII. MODIFYING THE AGREEMENT.

Any signatory agency may initiate a modification to this Agreement to incorporate any changes that are mutually agreed to by the participating agencies. Such modifications shall be in writing and shall identify the specific activities, as appropriate, and any other pertinent details. The Forest Service is designated as the agency responsible for all administrative oversight and preparation of modifications to this Agreement. The modification(s) shall not take effect until documented and signed by authorized signatories for the agencies.

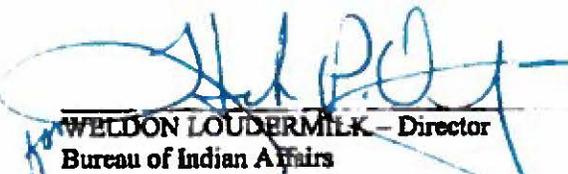
XIII. SIGNATORY.

By signature below, each party certifies that the principal contacts listed in Appendix A as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement.



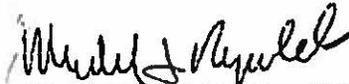
KRISTIN BAIL – Acting Director
Bureau of Land Management

2/23/2017
Date



WELDON LOUDERMILK – Director
Bureau of Indian Affairs

2/27/2017
Date



MICHAEL T. REYNOLDS – Acting Director
National Park Service

3,10/17
Date



JIM KURTH – Acting Director
Fish and Wildlife Service

FEB 22 2017
Date



THOMAS L. TIDWELL, Chief
USDA, Forest Service

3/20/17
Date

APPENDIX A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

Agency Program Contact	Agency Administrative Contact
Assistant Director, Fire and Aviation Bureau of Land Management National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5446 – office 208-387-5376 - fax	Contract Specialist Bureau of Land Management National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5544- office 208-387-5574- fax
Branch Chief, Wildland Fire Management Bureau of Indian Affairs National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5697- office 208-387-5581 - fax	Deputy Director, Wildland Fire Management Bureau of Indian Affairs National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5620 - office 208-387-5581 - fax
Chief, Branch of Fire Management Fish and Wildlife Services National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5599 - office 208-387-5668 - fax	Administrative Officer Fish and Wildlife Services National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5736- office 208-387-5668- fax
Branch Chief of Wildland Fire National Park Service National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5225- office 208-387-5250- fax	Chief of Administration National Park Service National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5203- office 208-387-5250- fax
Director, Fire and Aviation Management U.S. Forest Service 1400 Independence Ave. SW Washington, DC 20250 202-205-1410	Agreements Specialist U.S. Forest Service National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5616 – office 208-387-5394- fax