

Interagency Agreement  
for  
**National Wildfire Coordinating Group (NWCG) Shared Funding**  
among the  
BLM, BIA, FWS, and NPS  
of the  
United States Department of the Interior  
and the  
U.S. Forest Service (USFS)  
of the  
United States Department of Agriculture

## **I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS**

The National Wildfire Coordinating Group (NWCG) mission is to provide national leadership to develop, maintain, and communicate interagency standards, guidelines, qualifications, training, and other capabilities that enable interoperable operations among federal and non-federal entities.

The NWCG Executive Board is comprised of appointed representatives from the member entities. The Executive Board provides leadership, strategic direction, and managerial oversight of all aspects of NWCG management and operations. The Executive Board members work in a collective, collaborative, and consensus-seeking manner to accomplish the NWCG mission.

The NWCG Staff serves and reports to the Executive Board. The NWCG Staff provides national leadership and direction to accomplish the NWCG mission. This is primarily achieved by supporting the operations of the NWCG committees and their subgroups.

The NWCG committees and subgroups are comprised of national interagency leaders and subject-matter experts representing the NWCG member agencies and the various functional areas of wildland fire management.

The USFS, BIA, BLM, FWS and NPS jointly fund the NWCG effort. Formalizing NWCG funding practices through this agreement provides mutual benefit to the participating agencies by improving effectiveness and efficiency.

## **II. PURPOSE**

The purpose of this agreement is to:

- Establish the shared NWCG funding responsibilities of the participating agencies.
- Enable program consistency and continuity by ensuring the following:
  - Project funding and personnel management decisions are made by the Executive Board on behalf of all the participant agencies (Board members will ultimately work personnel actions through their respective human resources systems).
  - Personnel positions can be filled by any participant agency.

- Enable effective supervision and administration of the NWCG Staff.
- Support and enable effective and efficient NWCG operations.

### **III. AUTHORITY.**

A. Service First Initiative (P.L. 106-291; 114 Stat. 996; 43 U.S.C. 1701, as amended)

### **IV. RESPONSIBILITIES.**

Agencies participant to this agreement will support shared NWCG funding as follows:

- A. Establish a funding contribution split for NWCG project costs.
- B. Establish a separate funding contribution split for all NWCG staff labor costs.
- C. Maintain the contribution splits until participant agencies agree to a change. Include the contribution splits in Appendix A of this agreement and update as necessary.
- D. Evaluate the annual NWCG budget proposal developed by the NWCG Staff and the NWCG Budget Advisory Unit. Mutually adjust the proposal as necessary and approve the annual NWCG budget.
- E. Provide agency specific administrative direction and support for NWCG Staff employees according to each employee's agency affiliation. Include direction and support in human resources management, payroll, charge card, training, travel, and accountable/non-accountable property management.
- F. In accordance with each Agency's guidance and procedures, provide written delegations of authority to the appropriate managers for day-to-day supervision of other-agency employees in their units. Delegations must document specific authorities, duties, and responsibilities, as well as any limitations on the delegation.

### **V. TERM OF THE AGREEMENT**

The term of this agreement shall become effective with and upon execution of the final signature by the participating agencies and shall remain in effect for five (5) years, or until such time as the agreement is terminated by mutual agreement. The agreement shall be reviewed annually by all participating entities to determine its suitability for renewal, revision, or termination.

### **VI. GENERAL PROVISIONS**

- A. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate written agreements or funding orders (such as

Treasury Form FMS-7600B). This agreement establishes a framework for general terms and conditions for funding orders between and among the agencies that are signatory to this agreement.

- B. One of the benefits of using the Service First authority is that it allows agencies to not assess indirect costs. By not assessing indirect costs this allows all the costs to go directly to the project/program, thus increasing the efficiency of the project. Therefore, indirect administrative surcharges or overhead will not be assessed by any signatory agency for activities related to this agreement.
- C. Separate written agreements or funding orders executed between the parties to carry out activities related to this agreement, shall reference this agreement.
- D. Any information furnished to, or shared between the partnering entities under this instrument is subject to all Federal information laws, regulations, and requirements, including but not limited to the Freedom of Information Act (5 U.S.C. 552). Furthermore, each agency is responsible for protecting all information used, gathered, or developed as a result of work under this agreement and no information provided to a partnering entity by any other partnering entity pursuant to the Agreement shall be disclosed to any individual or entity without the prior written consent of the partnering entity that provided the information, unless such disclosure is required by law.
- E. Employees and/or contractors of the agencies may be granted unescorted access to facilities and/or computer systems to accomplish work described in this agreement or supplemental to this agreement via separate written agreements or funding orders. To access facilities and computer systems these employees/contractors must clear and meet each respective agency's security requirements.
- F. Nothing herein is intended, or shall be construed, as affecting or obligating the partnering agencies to the expenditure of funds, or as involving the United States in any contract or other obligations. Parties to this agreement are not obligated to make expenditures of funds or provide services through their participation under the terms of this agreement unless such funds are available. Funds must be appropriated by the Congress of the United States, or are otherwise available under the annual Appropriations Acts or Continuing Resolution.
- G. Except as otherwise outlined via separate written agreement or funding order, the partnering agencies will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will endeavor to carry out its separate activities in a coordinated and mutually beneficial manner.
- H. Modifications to this agreement may be initiated by any signatory agency. Requests for modification should be made in writing at least 60 days prior to implementation. The modification shall not take effect until documented and signed by all signatory agencies. The Forest Service is designated as the agency responsible for all administrative oversight of this agreement.
- I. This agreement in no way restricts the signatory agencies from participating in similar activities with other public or private agencies, organizations, and individuals or from

implementing their respective programs in accordance with the applicable statutes, regulations or policies.

- J. 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 B.

**VII. RESOLUTION AND DISAGREEMENT**

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, each party shall state the area(s) of disagreement in writing and present them 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.

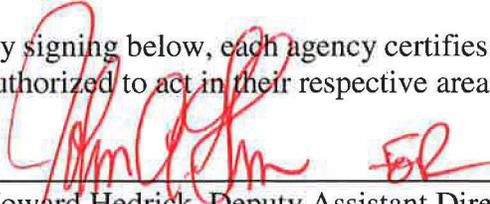
Financial disputes that may arise under separate written agreements or funding orders with reference to this agreement will be settled in accordance with the Treasury Financial Manual, Volume 1, Part 2, Chapter 4700, Appendix 10, Intragovernmental Business Rules.

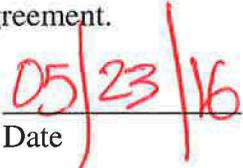
**VIII. SIGNATORY**

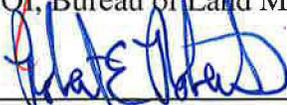
This agreement supersedes and replaces the previous NWCG Staffing agreement executed between the parties on February 4, 2009; referenced as: BLM FA-MOU09-0002; BIA 2009-K00441-MOU-002; FWS 93252-09-MOU-002; NPS G9560090019; FS 09-MU-11130206-018.

This agreement shall be effective for a period of five (5) years commencing on the date the final signature is placed in this signature section.

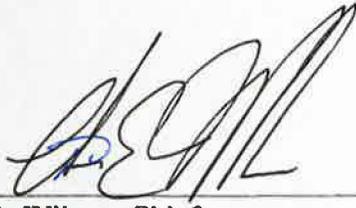
By signing below, each agency certifies that the principal contacts listed in Appendix B are authorized to act in their respective areas on matters related to this agreement.

  
\_\_\_\_\_  
Howard Hedrick, Deputy Assistant Director  
Fire and Aviation (Boise)  
DOI, Bureau of Land Management

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Bob Roberts, Assistant Director  
Branch of Fire Management  
DOI, Bureau of Indian Affairs

  
\_\_\_\_\_  
Date



Chris Wilcox, Chief  
Branch of Fire Management  
DOI, Fish and Wildlife Services

5/21/16  
Date



Dan Buckley, Branch Chief, Wildland Fire  
Division of Fire and Aviation  
DOI, National Park Service

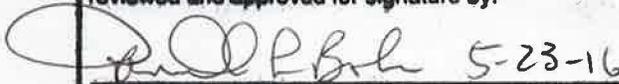
5/23/2016  
Date



Frank Guzman, Assistant Director, Workforce Development  
Fire and Aviation Management  
USDA, Forest Service

5/23/2016  
Date

The authority and format of this instrument has been reviewed and approved for signature by:



5-23-16

Danielle L. Bohn Date  
Forest Service Grants & Agreements Specialist

## Appendix A

### Agency/Bureau contribution split for NWCG Staff labor costs.

Agency	Percentage
USFS	26%
BLM	55%
BIA	10%
NPS	4%
FWS	5%

The agency/bureau split for NWCG Staff labor costs was established based on the Training Branch and the Program Management Unit agency contributions listed in the *NWCG FY16 V2 Agency Splits for Projects and Funding* spreadsheet. This split was approved by the NWCG Executive Board at the October 21, 2015 NWCG meeting.

### Agency/Bureau contribution split for NWCG project costs.

Agency	Percentage
USFS	60%
BLM	23%
BIA	8%
NPS	4%
FWS	5%

The agency split for NWCG project costs was established based on an April 2009 NWCG Budget Advisory Group recommendation. This split was approved by the Executive Board at the March 18, 2009 NWCG meeting.

**REVISED 11/15/2017**

**Appendix B – Principal Contacts**

**Budget Advisory Unit**

Lisa McDevitt, Program Analyst (Chair)  
Fire and Aviation, Division of Budget and Evaluation  
DOI, Bureau of Land Management

Gillian Fay, Budget Officer  
Branch of Fire Management  
DOI, Fish and Wildlife Service

Mark Koontz, Planning and Budget Program Lead  
Branch of Wildland Fire  
DOI, National Park Service

Lori Streeter, Financial Manager  
Fire and Aviation Management  
USDA, Forest Service

Linda Tatum, Director of Budget and Planning  
Branch of Fire Management  
DOI, Bureau of Indian Affairs

**NWCG Executive Board Participating Members**

Vice Romero, Director of Operations (Chair)  
Branch of Fire Management  
DOI, Bureau of Indian Affairs

Vice Glenn, Fire Operations and Safety Division Chief  
Fire and Aviation, Division of Fire Operations  
DOI, Bureau of Land Management

Mark Koontz, Planning and Budget Program Lead  
Branch of Wildland Fire  
DOI, National Park Service

Frank Guzman, Assistant Director, Workforce Planning  
Fire and Aviation Management  
USDA, Forest Service

Shane McDonald, Deputy Chief, Operations  
Branch of Fire Management  
DOI, US Fish and Wildlife Service