

Master 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 enable interoperable wildland fire operations among federal, state, local, tribal, and territorial partners. Primary objectives include:

- Establish national interagency wildland fire operations standards. Recognize that the decision to adopt standards is made independently by the NWCG members and communicated through their respective directives systems.
- Establish wildland fire position standards, qualifications requirements, and performance support capabilities (e.g. training courses, job aids) that enable implementation of NWCG standards.
- Support the National Cohesive Wildland Fire Management Strategy goals: to restore and maintain resilient landscapes; create fire adapted communities; and respond to wildfires safely and effectively.
- Establish information technology (IT) capability requirements for wildland fire.
- Ensure that all NWCG activities contribute to safe, effective, and coordinated national interagency wildland fire operations.

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 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 (Appendix A) until participant agencies agree to a change. 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 Budget Advisory Unit members listed at <https://www.nwcg.gov/budget-advisory-unit>.

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 May 23, 2016; referenced as: BLM L16PG00128; BIA 2016-K00441-MOU-001; FWS FF09R22000-16-001; NPS G5960160042; FS 16-IA-11132543-020.

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 on the Budget Advisory Unit roster are authorized to act in their respective areas on matters related to this agreement.

Meagan Conry, Acting Deputy Assistant Director, Fire and Aviation
DOI, Bureau of Land Management

Date

Leon Ben Jr., Branch Chief, Wildland Fire Management
DOI, Bureau of Indian Affairs

Date

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

Date

William Kaage, Director, Fire and Aviation Management
DOI, National Park Service

Date

Frank Guzman, Assistant Director, Workforce Development
USDA, Forest Service

Date

The authority and format of this agreement have been reviewed and approved for signature.

SARAH RUSSELL
U.S. Forest Service Grants & Agreements Specialist

DATE

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 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. Changes in hosting agency for NWCG Staff positions will not change the established split unless negotiated between the parties of this agreement.

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 Unit recommendation. This split was approved by the Executive Board at the March 18, 2009 NWCG meeting.

These terms and conditions are incorporated and made a part of the referenced agreement.