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. – L10PG00569
FS Agreement No. – 10-IA-11130206-032
FWS Agreement No. – 93252-A-H100
BIA Agreement No. – AGFIRE10K101
NPS Agreement No. – G9560100055

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 Land Management, Bureau of Indian Affairs, Fish and Wildlife Service, and National Park Service, and the Department of Agriculture, U.S. Forest Service, hereinafter referred to collectively as the "agencies." Considerable cooperation and coordination exists among these agencies, which is critical to the success of wildland fire management and safety. Because fire recognizes no boundaries, the agencies continually strive to provide interagency cooperation to achieve more productive, cost effective and efficient operations among these partnering agencies.

II. AUTHORITY.

A. U. S. Department of the Interior and Related Agencies Appropriation Acts.
B. Protection Act of 1922 (16 U.S.C. § 594).
C. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. § 1856a).
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. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq.*).

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).
J. Service First Initiative (P.L. 106-291, § 330, 43 U.S.C. 1701, Stat. 996, as amended) and subject to re-authorization.

III. OBJECTIVE.

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 personnel, equipment (including aircraft), supplies, services, and funds among the agencies.

This Agreement supersedes the Interagency Agreement for 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 effective October 01, 2002; BLM Agreement No. 1422RAI03-0001, FS Agreement No. 02-IA-11132543-21.

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 wildland fires;

B. Investigation of human-caused wildland fires through final judgment to include settlements;

C. Training of personnel to agreed common standards;

D. Preparedness for wildland fire management;

E. Management of wildland fires;

F. Emergency stabilization (ES) and burned area rehabilitation (BAR)/burned area emergency rehabilitation (BAER) of areas burned by wildland fires;

G. Development and exchange of technology and databases;

H. Development and distribution of cost information;

I. Fuels management;

J. Identification and establishment/maintenance of interagency fire management resources;

K. Development of annual local, geographical, and national operating and mobilization plans;

L. Wildland fire research, administrative/management studies, and technology development and transfer;

M. Coordinate assistance to rural communities to mitigate wildland fire risk; and

N. Emergency support function activities under the National Response Framework.

V. RESPONSIBILITIES.

A. Agencies will develop mutually beneficial fire management plans in accordance with the current Interagency Fire Management Plan template.

B. Agencies agree this document covers administrative and jurisdictional responsibilities that will provide for:

1. Use of closest-forces, best value and total mobility concepts for wildland fire management, including personnel, equipment and supplies;

2. Development and use of fire equipment and supply caches compatible with 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 incident management positions;

5. Mutual assistance for managing wildland fires that are managed for resource benefits in accordance with the current Ten Year Plan; and

6. Mutual assistance for conducting hazardous fuels reduction, wildland urban interface fuel treatments, emergency stabilization, and burned area rehabilitation.

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 management of equipment and supplies to assure that proper distribution and quantities are on hand to meet potential incident 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 take appropriate management actions until relieved by an officer of the land management jurisdictional agency.

F. When wildland fires burn on or threaten federal lands of more than one agency, joint planning will be conducted by local officials of the representative agencies to manage the wildland fire.

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.

1. Assessment of indirect rate/overhead administrative surcharges for wildland fire management activities will be subject to the requirements of the statute and/or regulations applicable to the authority used for the specific separate funding agreements.

B. Billing procedures for wildland fire management activities are as follows:

1. **Emergency Fire 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 fire conditions occur.

3. **Mobilization of State Fire Suppression Resources** – The agencies shall enter into Reciprocal/Cooperative 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. **Fire Preparedness** – Agencies may enter into separate agreements for fire program management and readiness activities paid with wildland fire preparedness funds.

5. **Burned Area Rehabilitation** and **Hazardous Fuels Management Program** – Agencies will enter into separate agreements for personnel and other resources provided for planning and implementation of treatments and activities. This may or may not result in an exchange of funds subject to the applicable statutory authority used.

VII. GENERAL PROVISIONS.

A. Each agency shall make direct settlement from its own funds for all liabilities it incurs under this Agreement unless otherwise specified in 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. Financial obligations, as warranted under this Agreement, to accomplish activities under Section IV, must be approved via a separate agreement or other arrangement that shall be made in writing by representatives of the involved agencies. These separate agreements shall be authorized by appropriate statutory authority and signatures. Activities listed under Section IV.E. will be accomplished through Resource Orders when required.

D. 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.

E. Each party to this Agreement shall comply with all Federal information technology (IT) 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.

VIII. 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. The Agreement 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.

IX. TERMINATION AND SEVERABILITY.

Any signatory may terminate their participation in this Interagency Agreement by written notice to all other signatories at any time before the date of expiration upon thirty (30) days written notice of such termination. The remaining signatories may continue the provisions of this Interagency Agreement

X. 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 USDA and DOI 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 shall be resolved pursuant to the Business Rules for Intra-

governmental Transactions delineated in the Treasury Financial Manual, Vol. l, Bulletin 2007-03, Section VII ("Resolving Intra-governmental Disputes and Major Differences").

XI. MODIFYING THE AGREEMENT.

Any signatory agency may initiate a modification to this Interagency 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 BLM 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.

XII. PRINCIPAL CONTACTS.

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

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

Agreements Contact
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

XIII. SIGNATORY.

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

Robert V. Abbey, Director
Bureau of Land Management

4/29/2010
Date

Thomas L. Tidwell, Chief
U.S. Forest Service

4/2/2010
Date

Acting Director
Bureau of Indian Affairs

4/29/2010
Date

Rowan Gould, Acting Director
Fish and Wildlife Service

5/3/2010
Date

Jonathan B. Jarvis, Director
National Park Service

5-6-10
Date