

INTERAGENCY AGREEMENT BETWEEN

**THE UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
THE UNITED STATES DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY**

This Agreement is entered into between Sequoia and Kings Canyon National Parks, Yosemite National Park, hereinafter referred to as the *Park Service*; and the Bureau of Land Management, Bakersfield Field Office, hereinafter referred to as the *BLM*; and the Sequoia National Forest, Sierra National Forest, and Stanislaus National Forest, hereinafter referred to as the *Forest Service*; and the United States Geological Survey, hereinafter referred to as the *USGS*.

ARTICLE I - DEFINITIONS

The above agencies collectively have already established the interagency Southern Sierra Fire Management Officers group, hereinafter referred to as the *SSFMO*. Collectively, the *SSFMO* have been developing an interagency web-based fire reporting system call the Southern Sierra Wildland Fire Reporting System, hereinafter referred to as *SWFRS*.

Hereinafter, the following federal agencies will be collectively referred to as *local federal agencies*:

1. Sequoia and Kings Canyon National Parks
2. Yosemite National Park
3. Sequoia National Forest
4. Sierra National Forest
5. Stanislaus National Forest
6. Bureau of Land Management, Bakersfield Field Office.

ARTICLE II – BACKGROUND AND OBJECTIVES

- A. This Agreement is consistent with national policy and guidelines as it relates to wildland fire and interagency cooperation and collaboration mandates.

- B. This Agreement directly relates to a formal agreement that expired in 2004. The Agreement (Attachment A), *Memorandum of Understanding (MOU) between Sequoia and Kings Canyon National Parks and United States Geological Survey (NPS Agreement #G855001008)*, expired in August 2004 and is no longer in effect and not enforceable.

This new Agreement expands upon the original MOU between the USGS and Park Service and clarifies a more updated purpose and scope. It is meant to strengthen and better define the interagency data, information, and technology interrelationships between the local federal agencies in the southern Sierra Nevada range. It also has expanded the number of federal agencies that are directly collaborating on interagency data, information, and technology activities and initiatives, thereby meeting the needs of the SSFMO.

- C. The purpose and scope of this Agreement is to establish a working framework for interagency cooperation between the Park Service, Forest Service, BLM, and USGS as it relates to landscape level data and information activities in the southern Sierra Nevada range.

1. The different parties to this Agreement acknowledge:

- a. Certain data and information initiatives are most appropriately implemented across agency boundaries to maximize efficiency and effectiveness.
- b. Certain technology applications such as SWFRS are better implemented and technically managed by an agency such as the USGS because of its specialized technical skills and capabilities.
- c. There are other local federal agency non-fire initiatives that could benefit from this agreement and the specialized technical skills and capabilities offered by the USGS.

2. The local federal agencies goals for this Agreement include the following:

- a. To utilize an optimal SWFRS internet mapping application that meets local federal interagency fire management goals.
- b. To develop, share, and manage fire-related data and analyses across agencies in the most efficient and effective manner.
- c. To identify, develop, and effectively manage other federal data and web-based applications that meet both southern Sierra Nevada fire-related and non fire-related goals.

- d. To the extent possible, minimize data, information, and application redundancy.
 - e. To maximize local federal agency training efficiency and effectiveness by promoting collaborative efforts that include cooperative Geographic Information Systems (GIS) and Global Positioning Systems (GPS) training.
 - f. To facilitate efficient distribution of funds between federal agencies to meet the specific goals of this Agreement per federal fiscal policy and regulations.
3. The USGS goals for this Agreement include the following:
- a. Administer and manage a local federal agency data and web server, including SWFRS routine administrative support.
 - b. Support SSFMO by providing data storage and support.
 - c. Provide additional data, application, or web development support as required by SSFMO based upon mutually agreed upon costs.
- D. This Agreement conveys:
1. An annual allocation, thru Interagency Acquisition Agreements, to USGS to administer and maintain a local federal agency data and application server with the USGS in Denver, Colorado.
 2. A mechanism to allow local federal agencies to collectively fund additional interagency data and web applications development that are consistent with this Agreement's goals.
- E. The geographic scope of this Agreement includes most of the federal lands in the southern Sierra Nevada range and the following federal land agency units: Bakersfield Field Area of Bureau of Land Management, Sequoia and Kings Canyon National Parks, Yosemite National Park, Sequoia National Forest, Sierra National Forest, and Stanislaus National Forest. The combined acreage for all of these units is over five million acres.

ARTICLE III – AUTHORITY

This AGREEMENT is entered into under the authority of the Economy Act, 311 U.S.C. 1535A, which authorizes agencies to place orders for goods or services under certain conditions and made on a reimbursable basis. This authority is helpful as it enables agencies to partner to more efficiently achieve common goals.

ARTICLE IV – STATEMENT OF WORK

A. The local federal agencies agree to:

1. Contribute pro-rated share to purchase of any computer or peripheral hardware and software (including upgrades) needed to meet the goals of SWFRS, SSFMO, or other applications deployed as part of this Agreement.
2. Fully implement the business practices required to successfully deploy SWFRS.
3. Be a full partner and participant in SSFMO data, information, and web technology planning and activities including implementing new business practices required on any initiatives consistent with this Agreement and its goals.
4. Agree to contribute prorated share of costs in a timely manner to support the goals of this Agreement.

B. The USGS agrees to:

1. Administer one or more GIS/Data/Web servers and complete all routine administrative tasks including periodic software and operating system upgrades, backup of data and applications a minimum of twice weekly.
2. Manage computer security and access to one or more GIS/Data/Web servers including providing appropriate and simplified access to local federal agencies to locally add and manage data.
3. Deploy and manage application software necessary to meet the goals of this project including ArcIMS, ArcGIS, and other ESRI™ software.
4. Integrate additional hardware or software into the USGS network system as needed.
5. Support the storage and maintenance of local federal agencies vector and raster data including backup data a minimum of twice weekly.
6. Provide additional hardware, software, data, analyses, or applications support above and beyond the terms of this Agreement based on mutually agreed upon costs.

ARTICLE V – TERM OF AGREEMENT

This AGREEMENT shall become effective on the date of the final signature and shall remain in effect for five years.

ARTICLE VI – KEY OFFICIALS

- A. The personnel listed below (currently vacant positions have no name) are identified as key officials and considered essential to the project being performed under this Agreement.

1. NATIONAL PARK SERVICE

- a. Fire Management Officer
AND
Pat Lineback or GIS Coordinator
Sequoia and Kings Canyon National Parks
Three Rivers, CA 93271
(559) 565-3160 or (559) 565-3725
- b. Fire Management Officer
Yosemite National Park
PO Box 577
Yosemite National Park, CA 95389

2. U.S. FOREST SERVICE

- a. Fire Management Officer
Sequoia National Forest
900W. Grand Avenue
Porterville, CA 93257
(559) 784-1500 ext 1121
- b. Don Kandarian or Fire Management Officer
Sierra National Forest
1600 Tollhouse Road
Clovis, CA 93611
(559) 297-0706 ext 4821
- c. Gary Cones or Fire Management Officer
Stanislaus National Forest
1977 Greenley Road
Sonora, CA 95370
(209) 532-3671

3. BUREAU OF LAND MANAGEMENT

- a. Tony Sarzotti or Fire Management Officer
Bakersfield Field Office
3801 Pegasus Drive
Bakersfield, CA 93308
(661) 391-6051

4. USGS

- a. John Guthrie
USGS/RMGSC
Box 25046, Denver Federal Center
Bldg. 810, MS 516
Denver, CO 80225-0046
(303) 202-4289

B. Any change in key officials or their respective positions must be agreed to by the other key officials.

ARTICLE VII – PAYMENT AND INVOICES

A. For each fiscal year that this agreement is valid, each of three federal agency members of the *SSFMO*, U.S. Forest Service, National Park Service, and the Bureau of Land Management, will issue an Interagency Acquisition Agreement, for the agreed upon amount, to the U.S. Geological Survey, Rocky Mountain Geographic Science Center.

B. On an annual basis, the local federal agencies may agree to change the prorated share amount for some or all of the local federal agencies, but the total annual obligation to the USGS of \$10,000 will remain fixed.

C. The additional commitment of funds in furtherance of this Agreement may be authorized by an Interagency Acquisition Agreement issued against this Agreement by ANY of the six local federal agencies. In consultation with the local federal agency(s), the USGS will determine the total cost of any specific task(s) that are within the scope of this agreement. The commitment of these additional funds may be prorated to each or any of the six local federal agencies, pending funding availability.

Additional Interagency Acquisition Agreements from any of the federal agency members should refer to the same attachment describing goals, deliverables, delivery schedule, and funding amounts.

D. The USGS will issue one bill to each of the federal agency members comprising the *SSFMO*, the U.S. Forest Service, the National Park Service, and the Bureau of Land Management, no later than September 1st of the current fiscal year. *Office of Management and Budget Memorandum 03-01, Attachment A, Item 20* prohibits any federal agency

BLM Agreement #BGI062003
USFS Agreement #06-IA-11051570-043

NPS Agreement #F8552060020
USGS Agreement #688150118

from issuing a bill to another federal agency if the basis of the billing is not based on actual expenditures incurred by the agency providing the service. Billings may not be issued for commitments or obligations, only for actual expenditures.

E. Nothing in this Agreement or the Interagency Acquisition Agreements shall be construed as obligating the U.S. Forest Service, the National Park Service, or the Bureau of Land Management to expend any funds in excess of those appropriated by law for any given fiscal year.

ARTICLE VIII – LIABILITY

Each party agrees to 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.

ARTICLE IX – PRIOR APPROVAL

Any expenditure of funds will require prior written approval by the key officials or designee identified in Article VI-A above.

ARTICLE X – MODIFICATION/TERMINATION

- A. This Agreement may be modified at any time upon written approval of the parties to this Agreement.
- B. Each party may terminate its participation in this Agreement by providing 30 days written notice to the other parties of this agreement.
- C. This Agreement may be terminated by mutual written agreement of all parties.

ARTICLE XI – ATTACHMENTS AND APPENDICES

- A. Attachment A – Memorandum of Understanding Between Sequoia and Kings Canyon National Parks and United States Geological Survey.

ARTICLE XII – AUTHORIZING SIGNATURES

Agreed Upon and Approved by:

Craig C. Axtell
Craig C. Axtell
Park Superintendent
USDI – National Park Service
Sequoia and Kings Canyon National Parks

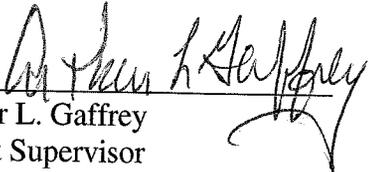
7 Apr 06
Date

Fred Picavet
Fred Picavet
Contracting Officer
USDI – National Park Service
Sequoia and Kings Canyon National Park

4/7/06
Date

BLM Agreement #BGI062003
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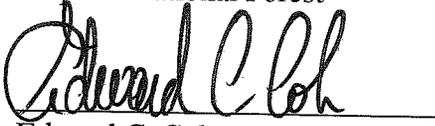
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USGS Agreement # 688150118


Arthur L. Gaffrey
Forest Supervisor
USDA – Forest Service
Sequoia National Forest

4-21-06
Date


Ramona L. Robertson
Contracting Officer
USDA – Forest Service
Sequoia, Sierra, and Stanislaus National Forests

April 11, 2006
Date


Edward C. Cole
Forest Supervisor
USDA – Forest Service
Sierra National Forest

4/11/06
Date


Tom Quinn
Forest Supervisor
USDA – Forest Service
Stanislaus National Forest

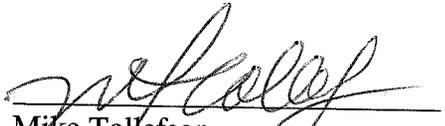
4/17/06
Date


Ron Huntsinger
Field Office Manager
USDI – Bureau of Land Management
Bakersfield Field Office

5/31/06
Date


Judy V. Felh
Contracting Officer
USDI – Bureau of Land Management
Bakersfield Field Office

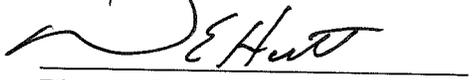
5-26-06
Date


Mike Tollefson
Park Superintendent
USDI – National Park Service
Yosemite National Park

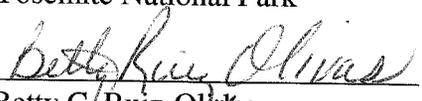
3/26/06
Date


Lloyd Sheetz
Contracting Officer
USDI – National Park Service
Yosemite National Park

MAR 31 2006
Date


Thomas P. DiNardo
Chief
USGS – Rocky Mountain Geographic Science
Center
Denver, Colorado

2/9/06
Date


Betty C. Ruiz-Olivas
Financial Officer
USGS – Rocky Mountain Geographic Science
Center
Denver, Colorado

2/10/06
Date