

**Forest Service Manual
National Headquarters - Washington Office
Washington, DC**

**Forest Service Manual 1500 – External Relations
Chapter 1530 - Interdepartmental**

Amendment: 1500-1997-5

Effective date: November 04, 1997

Duration: This amendment is effective until superseded or removed.

Superseded Directive: Amendment 1500-1990-5 to FSM 1531-1531.06g

Approved by: Mike Dombeck, Chief

Date approved:

Responsible Staff:

POSTING NOTICE. Amendments are numbered consecutively by Title and calendar year. Post by document name. Remove entire document and replace with this amendment. Retain this transmittal as the first page of this document. The last amendment to this Title was Amendment 1500-97-4 to FSM 1530 Contents.

Explanation of changes: Following is an explanation of the changes throughout the directive by section.

1531.06g: Sets forth in exhibit 01 the 1990 Memorandum of Agreement between the Department of Agriculture and the Department of the Interior concerning cross-designation of law enforcement officers. Adds a 1995 addendum to that agreement in exhibit 02.

1531.06h: Adds the Memorandum of Understanding signed in 1993 and 1994 Between the Department of Agriculture, Forest Service and the Department of the Interior, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, Fish and Wildlife Service, and Bureau of Reclamation concerning the cross-designation of law enforcement officers.

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1531 - Department of the Interior

1531.06 - Protection

1531.06a - Insect and Disease Agreement

83-IE-025

AGREEMENT
between the
UNITED STATES DEPARTMENT OF AGRICULTURE
and the
UNITED STATES DEPARTMENT OF THE INTERIOR
for the
CONDUCT OF FOREST INSECT AND DISEASE MANAGEMENT
ON LANDS ADMINISTERED BY
THE U.S. DEPARTMENT OF THE INTERIOR

Prevention and suppression of damaging forest insect and disease outbreaks are essential for maintaining the health and productivity of the Nation's forests. Annually, insects and diseases kill more trees and reduce forest growth more than all other destructive agents combined. This is a matter of great concern to the administrators responsible for managing and protecting forests on public and private lands.

Section 5 of the Cooperative Forestry Assistance Act of 1978 (Public Law 95-313) authorizes the Secretary of Agriculture to protect trees and forests, wood products, stored wood, and wood in use from insects and diseases. This is done directly on National Forest System lands, and in cooperation with other Federal land managing agencies, the States, and private owners on other forest lands. The Secretary of Agriculture has delegated the responsibility for carrying out the provisions of the Act to the Forest Service. To do this, annual appropriations are made based on estimated control costs developed by the Forest Service, the Department of the Interior, States, and other cooperating agencies.

Insect and disease outbreaks often encompass Federal, State, and private ownerships. For this reason, well coordinated prevention and suppression programs are necessary to achieve a variety of land management objectives. It is essential that the Departments of the Interior and Agriculture agree to cooperate fully to prevent and suppress damaging forest insect and disease outbreaks in order to meet resource management objectives and the intent of Public Law 95-313. Therefore, it is mutually agreed:

1. That the two Departments will, under the legal, fiscal, and other limitations governing each, cooperate fully in the planning, coordination, and execution of field operations to

prevent and suppress damaging forest insect and disease outbreaks wherever it is determined to be necessary.

2. That the guiding principles of this cooperation shall be those established by authorizing legislation, agency policy, and other direction specified in the Cooperative Forestry Assistance Act, the National Environmental Policy Act, and the Federal Insecticide, Fungicide, and Rodenticide Act, as amended.
3. That the Secretaries of the Department of the Interior and the Department of Agriculture shall authorize their respective agencies concerned with the prevention and suppression of forest insects and diseases to develop and execute coordinated work programs and projects.
4. That, for carrying out forest insect and disease prevention and suppression programs and projects, responsible field officers of both Departments may enter into agreements with one another within the following framework:
 - a. Responsibilities of the Department of Agriculture (to be carried out by the Forest Service):
 - (1) Provide overall leadership and coordination for insect and disease prevention and suppression activities on all forest lands when the activities are financed wholly or in part with Federal funds.
 - (2) To the extent possible, provide technical and financial assistance to agencies of the Department of the Interior for prevention and suppression projects and programs on forest lands administered by the Department of the Interior.
 - (3) Conduct detection surveys and biological evaluations of insect and disease outbreaks on forest lands administered by the Department of the Interior.
 - (4) Within budgetary limitations, annually transfer to the Department of the Interior such amounts of the USDA Forest Service, Forest Pest Management budget that are mutually determined to be necessary for insect and disease prevention and suppression work on forest lands administered by the Department of the Interior. To the extent possible, determine annual prevention and suppression needs by October 15.
 - (5) Assist agencies of the Department of the Interior in organizing and performing general insect and disease field surveillance on forest lands administered by the Department of the Interior.

- (6) Inform local and national department of the Interior personnel of forest insect and disease conditions on other ownerships that may affect lands administered by the Department of the Interior.
 - (7) Prevent and suppress insect and disease outbreaks on the National Forests and cooperate with other agencies to prevent and suppress insect and disease outbreaks which threaten forest lands administered by the Department of the Interior.
 - (8) Train key Department of the Interior employees in techniques for the prevention, detection, and suppression of destructive forest insects and diseases.
 - (9) Assist Department of the Interior personnel in identifying new opportunities for incorporating the principles of integrated pest management in resource management decisions and programs.
- b. Responsibilities of agencies of the Department of the Interior (to be coordinated by the Bureau of Land Management):
- (1) Notify field units that technical assistance is available from the Forest Service and that biological evaluations are required before forest insect and disease prevention or suppression projects can be funded by the Forest Service.
 - (2) Facilitate detection surveys and forest insect and disease evaluations made by the Forest Service on lands administered by the Department of the Interior.
 - (3) Decide for or against control action on the basis of resource management objectives, biological effectiveness, environmental acceptability, and an analysis of economic efficiency. Control decisions will be based on:
 - (a) An appraisal of both current pest infestation significance and projected significance with and without prevention or suppression activities. This information, as well as a discussion of alternative pest management tactics, is provided by FS pest management specialists in the biological evaluation.
 - (b) An evaluation of the resources threatened within the context of management objectives.
 - (c) An analysis of possible adverse environmental effects of control tactic alternatives.

- (d) An economic analysis of the proposed action.
- (e) A forest stand pest risk evaluation (pertains only to prevention projects).
- (4) Perform field surveillance and specialized detection surveys as necessary to supplement Forest Service efforts.
- (5) Conduct prevention and suppression activities on lands administered by the Department of the Interior.
- (6) Report prevention and suppression project accomplishments to the Forest Service by November 15 each year covering all forest pest management expenditures for the previous fiscal year.
- (7) Cooperate with other agencies on adjacent or intermingled lands on insect and disease surveillance, prevention, and suppression activities.
- (8) Submit formal request for proposed needs to USDA Forest Service by October 1 of each year. The Bureau of Land Management, acting as coordinator for the U.S. Department of the Interior (USDI), will collect and analyze the proposed needs for the Department to assure that the proposals are biologically sound, environmentally acceptable, and cost-effective.

This Agreement supersedes the Agreement for the Conduct of Forest Insect and Disease Surveys and Control which was approved by the Acting Assistant Secretary for Land and Water Resources for the U.S. Department of the Interior on August 18, 1978, and the Assistant Secretary for the U.S. Department of Agriculture on August 31, 1978.

This Agreement is effective upon the date of approval and shall continue in effect until 30 days after written notice of a desire to terminate by either of the signatories.

United States Department of the Interior

Date: MAR 16 1983

By: /s/

Title: Acting Director

United States Department of Agriculture

Date: 3/28/83

By: /s/

Title: Chief, Forest Service

1531.06b - National Wildfire Coordinating Group Memorandum of Understanding

There follows a memorandum of understanding between the Secretary of Agriculture and the Secretary of the Interior which establishes the National Wildfire Coordinating Group. Other fire-related interdepartmental agreements are found in FSM 5170.

76-SIE-001

MEMORANDUM OF UNDERSTANDING

NATIONAL WILDFIRE COORDINATING GROUP

- I. AUTHORITY. The Departments of Agriculture and the Interior are authorized to enter into cooperative agreements by the Protection Act of 1922 (42 Stat. 857; 16 U.S.C. 594) and the Public Land Administration Act of 1960 (74 Stat. 506; 43 U.S.C. 1361-1364). In addition, the Secretaries have entered into Memoranda of Understanding dated January 28, 1943, and February 21, 1963, to provide adequate wildfire management and protection to the lands under their respective jurisdictions. State representation is authorized by the Clarke-McNary Act of June 1, 1924, Sec 1, (43 Stat. 653, 16 U.S.C. 564).*
- II. FUNCTION AND PURPOSE. To establish an operational group designed to coordinate programs of the participating agencies so as to avoid wasteful duplication and to provide a means of constructively working together. Its goal is to provide more effective execution of each agency's fire management program. The Group provides a formalized system to agree upon standards of training, equipment, aircraft, suppression priorities, and other operational areas.

Agreed upon policies, standards, and procedures are implemented directly through regular agency channels.

- III. MEMBERSHIP. The National Wildlife Coordinating Group shall consist of one official or his representative from each of the following agencies or offices:

*EDITOR'S NOTE: The Clarke-McNary Act of June 7, 1924, has been superseded by the Cooperative Forestry Assistance Act of 1978 (16 U.S.C. 2101 et seq.).

- | | |
|---|--|
| a. Bureau of Indian
Affair | g. Division of Forest Fire
& Atmospheric Sciences
Research, Forest Service |
| b. Bureau of Land
Management | h. Division of Cooperative
Fire Protection, Forest
Service |
| c. U.S. Fish and Wildlife
Service | i. Boise Interagency Fire
Center, Forest Service |
| d. National Park Service | j. National Association of
State Foresters |
| e. Boise Interagency Fire
Center, Bureau of
Land Management | |
| f. Division of Fire Manage-
ment, Forest Service | |

- IV. ORGANIZATION. During Calendar Year 1976, the Group will be chaired by a U.S. Department of Agriculture representative, and during Calendar Year 1977 the Group will be chaired by a U.S. Department of the Interior representative. In subsequent years, the chairman will be elected from within the Group to serve a term of one year. The Chairman may appoint a recorder, secretary, and other officers necessary for the functioning of the Group.

- V. COMMITTEES. The Chairman may establish working teams to carry out the functional work of the Group. The working team chairman shall be selected by the vote of the National Wildfire Coordinating Group. Membership shall be invited from organizations having the greatest expertise and interest in the particular subject matter. Working team reports and recommendations shall be submitted to the Group for review, approval, and further action.

- VI. AUTHORITY OF CHAIRMAN. The Chairman may call and conduct meetings, establish working teams, and submit Group recommendations to member agencies for action.

- VII. MEETINGS, REPORTS. Meetings shall be held at least three times a year in Washington, D.C., or other appropriate locations. The Chairman shall submit necessary reports and have minutes prepared for each meeting and distributed to the Group members.
- VIII. FINANCING. Salary, travel, and incidental costs of representatives and committee members shall normally be borne by their respective agencies. Any extraordinary costs shall be covered by a written agreement among the agencies.
- IX. This Memorandum of Understanding is effective as of the date of the last signature. It shall remain in effect until terminated by either party upon thirty (30) days' written notice to the other.

SIGNED: /s/
Secretary of Agriculture

SIGNED: /s/
Secretary of the Interior

Date: Mar 18, 1976

Date:

1531.06c - Joint Fire Agreement With Interior Agencies

INTERAGENCY AGREEMENT
Between the
BUREAU OF LAND MANAGEMENT
BUREAU OF INDIAN AFFAIRS
NATIONAL PARK SERVICE
U.S. FISH AND WILDLIFE SERVICE
of the
UNITED STATES DEPARTMENT OF THE INTERIOR
and the
FOREST SERVICE
of the
UNITED STATES DEPARTMENT OF AGRICULTURE

I. Introduction

Fire loss in the forests and on the rangelands of the Nation continues to be a matter of great concern to the American public and to the land management Bureaus and Services of the Department of the Interior and the Forest Service of the Department of Agriculture, hereafter called "agencies." Considerable progress has been made in the development of fire plans and in methods of fire suppression by the agencies. More progress can be made by closer cooperation in fire management and fire suppression has been demonstrated by the agencies. Many of the land areas under jurisdiction of these agencies are so located geographically that fire on lands in one jurisdiction may become a threat to the resources on an adjoining jurisdiction. It is therefore desirable and in the public interest to provide specifically for coordinated action between these agencies.

II. Purpose

To provide a basis for cooperation between the agencies of the Departments of the Interior and Agriculture on all aspects of wildfire management and to facilitate the cooperative use of fire related resources during national or regional non-fire emergencies. This agreement rescinds and cancels all previous agreements, dated February 21, 1963, and amended October 3, 1977 (BLM-FS); June 9, 1980 (BIA-FS); and October 17, 1981 (NPS-FS).

III. Authority

1. Protection Act of 1922 (16 U.S.C. 594).
2. Memorandum of Understanding between United States Department of the Interior and the Department of Agriculture, dated January 28, 1943.
3. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. 1856a).
4. Economy Act of June 30, 1932 (47 Stat. 417; 31 U.S.C. 686), as amended. (For USDI Agencies only.)
5. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1702).
6. National Park Service Organic Act of August 1916 (16 U.S.C 1).
7. Forest Service Cooperative Agreement Act of December 12, 1975 (16 U.S.C. 565a1-3).
8. Granger-Thye Act of April 24, 1950, as amended (16 U.S.C 572c).

9. National Wildlife Refuge System Administrations Act of 1966 (16 U.S.C 668dd-668ee; 80 Stat. 927) as amended.

10. Disaster Relief Act of 1974 (42 U.S.C 1521).

IV. Activities

The agencies agree to cooperate in the full spectrum of fire management activities including the use of fire to achieve land management goals. Cooperative efforts shall be provided for at the national, regional, and local levels to facilitate efficient use of personnel, supplies, and equipment. Those activities will include but not be limited to:

1. Prevention of human-caused wildfires;
2. Training of personnel to common standards;
3. Presuppression activities;
4. Suppression of wildfires;
5. Rehabilitation of areas burned by wildfire;
6. Development and exchange of technology and data bases;
7. Development and distribution of cost information;
8. Use of resources on national or regional emergencies.

V. Objectives

1. Interagency fire management and wildfire suppression developed through coordination and cooperation.
2. Efficient use of fire management personnel of the agencies.
3. Provision for field offices of the signatory agencies to develop annual regional and local operating plans.
4. Provision for the use of fire personnel, equipment, and supplies to meet non-wildfire emergencies.

VI. Provisions

1. Agencies will develop cooperative arrangements to cover administrative and jurisdictional responsibilities which will provide for:
 - a. Use of closest-forces and total mobility concepts for support of large fires, including personnel, equipment, and supplies.
 - b. Development and use of fire equipment and supply caches compatible with total interagency requirements by local, area, regional, and national needs.
 - c. Training to mutually agreeable standards and curriculum.
 - d. Mutually acceptable performance qualifications and standards for wildfire fighting and wildfire management personnel.
2. Local representatives of the agencies are expected to jointly identify geographic areas where:
 - Exchanges of protection will provide the best cost benefit to the involved agencies; and
 - Cooperative efforts, both staffing and funding, is the best cost-conscious, efficient approach.
3. Agency representatives shall exchange fire management plans including fire resource information on available personnel, equipment, and supplies as necessary.
4. Agency representatives may agree to finance jointly, any or all fire management activities on intermingled or adjacent agency lands. One agency may agree to pay the other at a specified rate per acre or other amounts agreed upon in advance for any fire management activities on lands under its jurisdiction.
5. Agencies should mutually monitor fire suppression equipment and supplies stocking levels to assure proper distribution and quantities are on hand to meet the potential needs.
6. An agency is expected to take prompt initial action, with or without request, unless otherwise provided for, on fires of another within zones of mutual interest. Where one agency takes initial action in the suppression of a fire in a zone of mutual interest but in the protective unit of the other, that agency shall continue to fight the fire until relieved by an officer of the other agency.
7. When fires burn on or threaten lands of more than one agency, joint planning will be conducted by local officials to suppress the fire. Should disagreements occur, they will be elevated to the next higher management level.

8. Upon request, any authorized agency shall render assistance in significant non-fire emergencies to another, both within and outside zones of mutual interest, with its regular firefighting personnel and fire suppression facilities, when suitable assistance is available and when such action shall not leave areas in its own protection unit unduly exposed to fire danger, except in cases involving the threat to human life.

9. As provided for in the Reciprocal Fire Protection Act of May 24, 1955 (69 Stat. 66; 42 U.S.C 185a), the agencies shall not bill each other for the services rendered in the suppression of wildfires. Each agency shall, upon request, forward specific cost information for billings to third parties, for management review and use. Cost for the other fire management activities, including appropriate administrative charges, shall be billed to the requesting agency unless otherwise provided for.

10. Billing for reimbursement of services rendered in response to non-fire emergencies shall be mutually agreed to on a case-by-case basis.

11. Upon request, any authorized agency shall render assistance in fire suppression to another, both within and outside zones of mutual interest, with its regular firefighting personnel and fire suppression facilities, when assistance is available and when such action shall not leave areas in its own protection unit unduly exposed to fire danger.

VIII. General Provisions

1. Each agency shall make direct settlement from its own funds for all liabilities it incurs under this agreement.

2. 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. If some extraordinary emergency or unusual circumstance arises which could not be anticipated involving an expenditure in excess of available funds for the protection of life or property, all agencies shall seek deficiency appropriations to meet their respective shares of such emergency obligations.

3. This agreement shall take effect October 1, 1982. Any signatory agency may terminate this agreement by written notice to all other signatory agencies provided that such notice shall be given between the dates of October 31 of any year and March 1 of the following year. The remaining signatory agencies may continue the provision of this agreement.

4. Changes or modifications of this agreement may be initiated by any signatory agency. The changes or modifications shall not be incorporated until all parties agree, they are in the form of an amendment to the agreement, and are signed by all agencies.

5. 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.

/s/
Director, Bureau of Land
Management (DEPUTY)

/s/
Chief, Forest Service (ASSOCIATE)

/s/
Deputy Assistant Secretary,
Affairs (Operations)

/s/
Director, Fish and Wildlife
Indian Service

/s/
Director, National Park Service (ACTING)

Amendment No. 2
to Joint USDI Agencies
and USDA Forest Service
Interagency Fire Agreement
No. 83-SIE

Preamble to Amendment: Amendment No. 1 is Superseded in its entirety by Amendment No. 2.

The Forest Service, in its lead agency role, will pay the cost of State assistance (FFF) to avoid billing the using Federal Agency for suppression costs and/or the initiation of countless agreements between Interior agencies and the various States facilitating direct payment by Interior agencies to the States for interstate assistance. State assistance within a given State is not of concern since payment for State services by the using Federal agency is provided for in local Interior agency/State agreements.

SECTION VI, Item 12: Add new paragraph to read:

"12. The Forest Service shall serve as the lead agency for interstate mobilization of State fire suppression resources to assist authorized Federal agencies upon request. The cost of State services, so provided, shall be borne by the Forest Service."

This amendment is effective on the last date of execution and continues indefinitely.

/s/ Allan J. West
for Chief, Forest Service

January 29, 1987

/s/ Acting Director
Bureau of Land Management

March 24, 1987

/s/ Acting Director
National Park Service

April 20, 1987

/s/ Deputy Director
Fish and Wildlife Service

April 9, 1987

/s/ Assistant Secretary
Indian Affairs

May 5, 1987

1531.06d - Departmental Cooperation and Policy for Fire Prevention and Suppression

MEMORANDUM OF UNDERSTANDING
between the
UNITED STATES DEPARTMENT OF THE INTERIOR
and the
UNITED STATES DEPARTMENT OF AGRICULTURE

The large annual fire loss in the forests and on the range lands of the Nation continues to be a matter of grave concern to American conservationists and to the land management bureaus and agencies of the Department of the Interior and the Department of Agriculture. Considerable progress has been made in the development of fire prevention plans and in methods of fire suppression by the bureaus and agencies of the two departments. More progress must be made, and, to this end, closer cooperation between the responsible bureaus and agencies of the two departments is indicated. Many of the areas under the departments are so located geographically that fire on lands in one jurisdiction may become a threat to the resources on an adjoining jurisdiction. The value of cooperation in fire prevention and fire suppression having been heretofore demonstrated by several of the bureaus and agencies having interdependent problems, it appears desirable in the interest of fire control to provide permanently for coordinated action an an interdepartmental policy. Therefore, it is mutually agreed:

1. That the two departments and the representatives thereof will, under the legal, fiscal, and other limitations respectively governing each, cooperate fully and freely in the exchange of information relating to fire control in areas in which there is mutual interest.

2. That to bring about this desired cooperation the Department of the Interior and the Department of Agriculture hereby authorize and direct their respective land management bureaus and agencies to enter into legally authorized agreements or other proper arrangements providing for collaboration and cooperation in the solution of fire problems of mutual concern, to the end that the fire control activities of the respective land management bureaus and agencies will be fully coordinated and made more effective.

3. That this memorandum of understanding shall become effective upon date of approval by the Secretaries of Interior and Agriculture, and shall continue in effect until 30 days after written notice of a desire to terminate it is served on either of the signatories by the other.

Signed HAROLD L. ICKES
Secretary of the Interior

Date January 11, 1943

Signed GROVER B. HILL
Assistant Secretary of Agriculture

Date January 28, 1943

1531.06e - Boise Interagency Fire Center (BIFC)

MEMORANDUM OF UNDERSTANDING
Between the
BUREAU OF LAND MANAGEMENT, U.S. FOREST SERVICE, AND
AND NATIONAL WEATHER SERVICE
for the
JOINT OPERATION OF THE BOISE INTERAGENCY FIRE CENTER

I. PURPOSE

To establish guidelines covering present and future operations of the Boise Interagency Fire Center (BIFC) to assure efficient and effective use of the facilities for the agencies.

II. AUTHORITY

A. Memorandum of Understanding between United States Department of the Interior and the Department of Agriculture, dated January 28, 1943, provided:

"1. That the two departments and the representatives thereof will, under the legal, fiscal, and other limitations respectively governing each, cooperate fully and freely in the exchange of information relating to fire control in areas in which there is mutual interest."

"2. That to bring about this desired cooperation the Department of the Interior and the Department of Agriculture hereby authorize and direct their respective land management bureaus and agencies to enter into legally authorized agreements or other proper arrangements providing for collaboration and cooperation in the solution of fire problems of mutual concern, to the end that the fire control activities of the respective land management bureau and agencies will be fully coordinated and made more effective.

- B. Economy Act of June 30, 1932, as amended (31 U.S.C. 686).
- C. Specific authorities of the Forest Service to engage in fire control activities or to cooperate with others in this regard include: 16 U.S.C. 572(c), 578, 579a, 579b, 1580, 580a.
- D. Specific authorities for the Bureau of Land Management to engage in fire control activities with others include:
 - Protection Act of 1922, 42 Stat. 857, 16 U.S.C. 594.
 - Reciprocal Fire Protection Agreement Act of 1955. 69 Stat. 66, 42 U.S.C. 1856a-d.
 - Public Land Administration Act of 1960. 75 Stat. 506, 43 U.S.C. 1361.
- E. Specific Authorities of National Weather Service:
 - Mission according to the Organic Act (Amended), 15 U.S.C. 313 and the Department Organization Order 25-2B, October 9, 1970.
 - Precedent setting legislated authorities to cooperate with the Departments of Agriculture and Interior established by 16 U.S.C. 1005, 1006.

III. OBJECTIVES OF BIFC

- A. To provide effective fire control action on lands under jurisdiction of the Bureau of Land Management (BLM) and the Forest Service (FS);
- B. To provide logistical support, when and where needed, to other Department of the Interior Bureaus engaging in fire control activities and Regions of the FS;
- C. To provide logistical support to other fire control cooperators pursuant to terms of assistance agreements;

- D. To develop and promote economies to the United States through centralization of specialized fire control equipment, supplies, and manpower.
- E. To provide facilities for the Western Fire Coordination Center when it is activated during periods of major fire emergencies or as a result of a national emergency;
- F. To provide improved meteorological services to BLM and FS.

IV. SCOPE OF OPERATIONS

- A. Bureau of Land Management. Within BLM, the BIFC provides logistical support to the initial attack capabilities of the districts, and coordination of fire control efforts in the twelve Western States. A fire control training center is operated and training programs developed for all phases of fire control. The Bureau's air operations, except for Alaska, will be centered at BIFC. BLM will develop its own use: standards, manuals, and guidelines in fire control; and will design and test BLM fire control communication systems and operate a centralized Bureau dispatch center. BIFC will provide logistical support in fire control to the National Park Service, Bureau of Indian Affairs, and Bureau of Sport Fisheries and Wildlife.
- B. Forest Service. Boise Interagency Fire Center will provide national coordination and logistical support for Interregional fire control action. Boise Interagency Fire Center will be the base of operations for key support fire services, including coordination, training, air operations, and electronics. Specialized fire equipment including aircraft, infrared units, radio systems, and avionics will also be based at BIFC.
- C. National Weather Service. The National Weather Service will provide meteorological support to both fire protection agencies through assignment of a staff of fire weather meteorologist specialists, as indicated in the National Weather Service's National Plan for Fire Weather Service.
- D. Mutual Operations. Agencies will operate independently to accomplish routine fire control operations. When beneficial, agencies will coordinate actions and mutually assist each other. They will jointly provide information services and facilities to the Western Fire Coordination Center when activated.

V. ORGANIZATION AND MANAGEMENT OF BIFC

Since BIFC will house the personnel and activities of three agencies, a clear distinction is made between the supervision of specific agency operating programs, management of the center, and administrative services.

A. Management

1. Each agency will designate a representative to supervise its personnel and manage its activities at the Center. This official will represent the agency in matters of mutual interest and joint operations of the center.
 - a. Forest Service Administrator is the Forest Service's representative
 - b. BLM-Director, BIFC, is the Bureau of Land Management's representative.
 - c. Western Fire Weather Coordinator is the National Weather Service's Representative.
2. The three agency representatives will jointly prepare and execute written procedures as needed to develop and maintain a smoothly operating Center.
3. The three representatives will develop a mutually agreeable public relations program and procedures for issuing news releases and other publicity.

- B. Facilities at BIFC. Facilities planned at the Center as of the effective date of this Agreement are listed below. The agencies' responsibilities for operation of the individual facilities are as follows:

<u>Facility</u>	<u>Responsibility</u>
Grounds	BLM
Administration Building	BLM
Warehouse	BLM
Training Building	BLM
Barracks-Mess Hall	BLM
Crew Shower	BLM
Ramp-Taxiway	BLM (ext. planned)
Training Area - Physical Conditioning <u>1</u>	BLM
Smokejumpers' Tower and Facilities	FS
Parking Lot <u>1</u>	BLM
Smokejumpers' Loft	FS
Retardant Base	FS
Hangar <u>2</u>	FS
Inflation Building, Ceiling Lights, Weather Instrument Area	NWS

This Agreement may be amended should additional facilities be installed. Space assignment in the following joint-use buildings: Administration, Training, Barracks, and Hangar, will be as documented in the architect's plan as approved by the three agencies. Changes in space assignment will be by documented mutual agreement of the three agencies.

- C. Program Plans. Each year, not later than January 1, program and financial plans shall be jointly prepared by the three agency representatives (BLM, FS, NWS) for the budget and program years. Each agency will be responsible for obtaining funds needed to carry out its prorated share of the cost of operations of the Center and to conduct its individually assigned responsibilities at BIFC.
- D. Annual Operating Plan. Each year, not later than April 1, an Annual Operating Plan shall be jointly prepared by the three agency representatives. The Annual Operating Plan is a detailed statement of procedures and responsibilities. It will contain all items believed necessary for efficient joint operation of the Center. The Plan will provide, where feasible, for unit costing of services, supplies, or equipment furnished one agency by another.

It will contain a list of as complete as possible of costs to be prorated to each agency. It will contain, but is not limited to:

1. A formula for prorating cost and estimated use of shared administrative services, buildings, and facilities used in common.
2. Estimated numbers and costs of smokejumpers and paracargo handlers required by each agency.
3. Schedules of training and use of training facilities.
4. Procedures for joint use of the warehouse, including determination of stocking levels and unit and reconditioning costs.
5. Procedures for obtaining radios from the radio fire caches and a method of determining costs and charges of maintaining the cache.
6. Procedures by which the Forest Service may obtain services of BLM center-based suppression crews, and the cost of such services.
7. Procedures for BLM to obtain fire retardant from the Forest Service and to determine the unit cost and to estimate quantities required.
8. Procedures for exchanging aircraft use, scheduling maintenance and minor overhaul or aircraft and preparation of costs of services.
9. Procedures for BLM to obtain infrared mapping services and a schedule of costs.
10. A parking plan for aircraft on the ramp under both average and high volume use of the facility.
11. Procedures for coordination of fire dispatching.
12. Procedures for joint use, operation, and maintenance of the electronics shop and equipment, used by BLM and FS.
13. Procedures for housing and feeding transient crews and others.

VI. MAINTENANCE OF BUILDINGS AND GROUNDS

BLM will be responsible for upkeep of all buildings and grounds. The cost of such maintenance will be financed from BLM appropriations.

VII. ADMINISTRATIVE SERVICES

- A. BLM will provide those services which can best be handled in common for the agencies. These services include, but are not limited to:

1. Security of buildings and grounds.
2. Utilities, excepting costs of toll calls and messages.
3. Internal services, such as custodial and duplicating.
4. Public reception.

The costs of all but item No. 1 will be prorated to each agency on an equitable basis.

- B. Equipping BIFC. An equitable plan will be prepared by the three agency representatives for equipping the buildings and facilities to be occupied as construction is completed. The plan will generally specify that the agency assigned to use the office or facility will furnish it. In the case of facilities used in common, an equitable share may be prorated to the benefiting agencies.

VIII. SERVICES AT BIFC

The agencies provide field offices with services and support on both a seasonal and year-long basis. The organization and arrangements at BIFC must be such as to permit each agency to perform its functions most effectively and at the same time provide for close liaison and mutual support in large scale operations.

- A. Smokejumpers. The FS is responsible for smokejumpers and loft at the Center. This includes hiring, equipping, training, and management. BLM may obtain smokejumper services by reimbursing the FS for the cost of such smokejumpers.
- B. Paracargo. The FS will have paracargo personnel at BIFC. Paracargo assistance will be requested through Forest Service Coordinator.
- C. Training.
1. Training Buildings. Each agency is responsible for training its own personnel but will assist each other in providing fullest use of training personnel and facilities. FS will have an assigned office in the building. A training schedule will be jointly prepared by the three agency representatives

by April 1, for the next fiscal year. The training building, when not in use for fire training, will be available for other training and meeting purposes. Such other uses will usually be scheduled on a "first come-first served" basis by BLM.

2. Training Areas.

a. Specialized facilities for use in training smokejumpers will be used and maintained by the FS.

b. The balance of the designated training area will be equipped and maintained by BLM. Training schedules to meet all specialized crew requirements will be developed jointly by BLM and FS.

D. Warehousing

1. BLM is responsible for operation of the warehouse and for related equipment, tools and supplies. FS and BLM will contribute to the original stocking of the warehouse at a mutually agreed stocking level.

2. BLM will develop unit prices for all items stocked. It will develop procedures for reimbursement for conditioning new items and reconditioning used items returned to the warehouse from fires.

3. All tools and supplies in the warehouse will be packaged in standard units, mutually agreeable to BLM and FS. A warehouse catalog will be issued and updated each year.

4. Fire Radio Caches. The FS and BLM will each operate, maintain, and service at BIFC a cache of fire radios on various frequencies. These can be used by other agencies on fires when determined available by the owning agency.

E. Suppression Crews.

1. BLM will be responsible for the regular suppression crews based at the Center. This includes hiring, training, equipping, managing, housing, and feeding crews while at the Center. They will be available to FS as mutually agreed to. FS may temporarily house crews at the Center if agreeable to BLM.

2. FS and BLM may call up and process additional firefighting crews for dispatch to fires. BLM will operate other barracks, feeding facilities and

ground transportation. BLM will maintain necessary records and process reimbursement charges for these services.

3. Crew shower building will be operated by BLM.

F. Retardant Base. The FS will be responsible for operation of the retardant base. Mixed fire retardant will be supplied to BLM and other agencies of a predetermined cost/gallon.

G. Aircraft Operations.

1. Hangar. FS will be responsible for operation of the hangar and scheduling maintenance and overhaul of aircraft. BLM and FS electronics shops will be established in this building. Use of specialized equipment will be shared.

2. Aircraft. Both BLM and FS-owned or contracted aircraft will be stationed at BIFC. Each agency will be responsible for the use and operations of the aircraft under its jurisdiction. Joint aircraft use will be planned when possible.

3. Infrared Fire Mapping. The FS will base at the Center aircraft equipped for Infrared Mapping. It will be available to other agencies as provided in the Annual Operating Plan.

4. Ramp and Taxiway Operations. Routine parking and movement on the ramp of center-based aircraft will be assigned and performed as mutually agreed upon for effective operation by each agency. Movement and parking of all other aircraft on the ramp will be the responsibility of BLM. Taxiway lighting is the responsibility of BLM. Taxiway traffic will be directed by Boise Ground Control (FAA).

H. Dispatching and Fire Mobilization. BLM and FS will operate a joint dispatch and communication center at BIFC to best meet:

(1) national coordination and logistical support for all Forest Service fire control action; (2) the western States-wide responsibility of BLM; (3) the difference in policies, procedures, authorities, of the two agencies; and (4) required agency specialization of communication equipment.

Dispatching capability will be expanded for coordinated joint mutual assistance and to meet requirements during National emergencies or whenever the Western Fire Coordination Center is activated.

IX. OTHER

- A. Interagency Coordination. Every feasible opportunity will be taken to standardize on equipment, tools, supplies, procedures, forms, record-keeping, personnel training and qualifications to promote improved efficiency and permit greater interagency use of resources.
- B. Pay Plan for Emergency Firefighters. All emergency firefighters employed by the agencies will be hired in accordance with the U.S. Department of Agriculture and of the Interior "Pay Plan for Emergency Firefighters."
- C. Support to Other Agencies and States. Fire control agencies other than BLM and FS may obtain fire control support under the terms of assistance agreements.

X. DURATION; TERMINATION

This Memorandum of Understanding shall become effective upon the date of approval of the last signatory. It may be amended from time to time as mutually agreed upon by the agencies party thereto. A participating agency may terminate this Agreement upon 12 months advance written notice to the other participating agencies.

Date 1/26/72

Signed /s/ Burton Silcock
Director, Bureau of Land
Management, USDI

Date 7/20/72

Signed /s/ John R. McGuire
Chief, Forest Service,
USDA

Date 7/13/72

Signed /s/ George P. Cressman
Director, National Weather
Service

1 Under construction as of effective date of agreement.

2 One wing existing; additional construction planned.

1531.06f - Memorandum of Agreement for Enacting the Archaeological Resources Protection Act

88-SIE-010

MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF AGRICULTURE
AND
THE DEPARTMENT OF THE INTERIOR

FOR IMPLEMENTING ADMINISTRATIVE PROCEDURES FOR ENACTING THE ARCHAEOLOGICAL RESOURCES PROTECTION ACT (ARPA)

Whereas, the uniform regulations implementing the Archaeological Resources Protection Act of 1979 (ARPA), 16 U.S.C. 470aa-47011 allow for an administrative hearing upon request by individuals accused of violating provisions of the Act (36 C.F.R. 296.15(g) for the United States Department of Agriculture, and 43 C.F.R. 7.37 for the United States Department of Interior);

Whereas, the Department of the Interior possesses sufficient administrative law judges to preside at hearings required to be held in accordance with 5 U.S.C. sec. 554; and

Whereas, the Forest Service, Department of Agriculture, has need to provide for the administrative hearing process as directed by 36 C.F.R. 296.15(g), and the ARPA provides authority for responsibilities under that Act to be delegated to the Secretary of the Interior (16 U.S.C. 470bb(2));

It is, therefore, agreed that the Secretary of Agriculture is hereby delegating to the Secretary of the Interior authority to conduct hearings and issue consequent decisions as provided for in 36 C.F.R. 296.15(g) and 43 C.F.R. 7.15(g). The Department of the Interior agrees to provide access to its administrative law judges for said hearings when requested by persons who violate ARPA while on lands under the jurisdiction of the Forest Service, United States Department of Agriculture. The Forest Service land manager shall be represented in these hearings by the Office of the General Counsel of the Department of Agriculture. The hearings shall be conducted pursuant to the Department of the Interior's regulations, 43 C.F.R. 7.37, published in 52 Federal Register 9165, (March 23, 1987), which supplement Interior regulations in 43 C.F.R. Part 7, implementing ARPA, and are in response to direction in section 10(b) of that Act. Pursuant to 31 U.S.C. 1535, it is also agreed that the Office of the Administrative Law Judges in the Department of Agriculture shall reimburse the Office of Administrative Law Judges in the Department of the Interior for the total cost of each hearing.

/s/ Richard E. Lyng
Secretary
United States Department
of Agriculture

Date: 12/7/87

/s/ Donald Paul Hodel
Secretary
United States Department
of Interior

Date: 2/10/88

**1531.06g - Memorandum of Agreement for Cross-Designation of Law Enforcement Personnel
Between the United States Department of Agriculture and the United States Department of
the Interior**

The Memorandum of Agreement between the Department of Agriculture and the Department of the Interior is set forth as exhibit 01. The addendum to that agreement is set forth as exhibit 02.

1531.06g - Exhibit 01

**Memorandum of Agreement for Cross-Designation
of Law Enforcement Personnel**

90-SIA-027

**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE
AND THE
UNITED STATES DEPARTMENT OF THE INTERIOR**

Agreement made this 27th day of February 1990, by and between the Secretary of Agriculture and the Secretary of the Interior for specified cross-designation of powers and authorities of law enforcement personnel of certain Agencies of the United States Department of Agriculture and the United States Department of the Interior.

WHEREAS, the Forest Service, U.S. Department of Agriculture, and the National Park Service, Bureau of Land Management, Bureau of Indian Affairs, and the Fish and Wildlife Service, U.S. Department of the Interior, administer laws and regulations and manage lands that often have contiguous boundaries and

WHEREAS, cooperative efforts and exchanges of law enforcement personnel can provide increased protection of the public and of the natural and cultural resources on Federal lands and can promote the the cost-effectiveness of the law enforcement programs administered by these agencies and

WHEREAS, the Secretary of Agriculture is authorized under Title 16, Sections 559d(4) and 559g(b), of the United States Code to designate law enforcement officials of any other Federal agency to exercise the powers and authorities of the Forest Service while assisting the Forest Service in the National Forest System, or for activities administered by the Forest Service, when such designation is economical, in the public interest, and with concurrence of the other agency and

WHEREAS, the Forest Service is authorized under Title 16, Section 559g(c), of the United States Code to accept law enforcement designation from any other Federal agency for the purpose of cooperating in the investigation and enforcement of any Federal law or regulation of such agency, when such investigation or enforcement is mutually beneficial to the National Forest Service and to the cooperating agency, and

1531.06g - Exhibit 01--Continued

WHEREAS, the Secretary of the Interior is authorized under Title 16, Section 1a-6, of the United States Code to designate officers and employees of any other Federal agency when deemed economical, in the public interest, and with the concurrence of that agency to act as special policemen in areas of the National Park System when supplemental law enforcement personnel may be needed, and to exercise the powers and authorities of the National Park Service and

WHEREAS, Title 43, Section 1733, of the United States Code provides that the Secretary of the Interior may authorize Federal personnel to carry out his law enforcement responsibilities with respect to public lands administered by the Bureau of Land Management and

WHEREAS, the Secretary of the Interior is authorized under Title 16, Section 7421(b), of the United States Code to designate other Federal law enforcement personnel to assist officers and agents of the Fish and Wildlife Service in the performance of their duties and

WHEREAS, the Secretary of the Interior is authorized under Title 18, Section 3055, and Title 25, Section 13, of the United States Code to designate law enforcement officers to assist the Bureau of Indian Affairs in its statutory authority to execute all warrants of arrest and other lawful precepts

THEREFORE, the Secretary of Agriculture and the Secretary of the Interior have determined that cooperation in investigations and enforcement activities between the aforementioned agencies is mutually beneficial, economical, and in the public interest

NOW THEREFORE, the Secretary of Agriculture and the Secretary of the Interior hereby designate the law enforcement personnel of the Forest Service, the National Park Service, the Fish and Wildlife Service, the Bureau of Indian Affairs, and the Bureau of Land Management to enforce applicable Federal laws and regulations in support of activities administered by each of the aforementioned agencies, when officially requested to assist and support the law enforcement efforts of the requesting agency. Any such requests shall be consistent with the requesting agency's internal procedures.

Requests by the Bureau of Indian Affairs are subject to enactment of additional enforcement authority currently pending in Congress.

1531.06g - Exhibit 01--Continued

The term "law enforcement personnel" refers to those employees of the National Park Service, the Fish and Wildlife Service, the Bureau of Indian Affairs, the Bureau of Land Management, and the Forest Service who are designated by the Secretary of the Interior or the Secretary of Agriculture to carry firearms and make arrests for violations of criminal laws of the United States as a major duty relative to the administration of the aforementioned agencies.

This agreement shall be implemented by or through supplemental Memoranda of Understanding or Interagency Agreements approved by the administrative head of each agency or appropriate management units. Each such agreement shall include a concise statement of the purpose of the Agreement and the public interest to be served as well as the mutual benefit and cost effectiveness of the Agreement to the cooperating agencies. For the purpose of this agreement, the term "officially requested" means those requests made pursuant to a Memorandum of Understanding or other instrument approved by the administrative head of the agencies or appropriate management units. Services requested may include but are not limited to 1) investigative operations, 2) security of law enforcement operations during wild land fires or other major events or incidents, and 3) emergency assistance calls. Memoranda of Understanding/Interagency Agreements will include the procedures to be used in carrying out the requested services, including procedures for reimbursement of funds, as applicable.

Nothing in this agreement shall be construed as obligating any of the participating agencies to expend their funds for the implementation of this agreement.

This agreement is not intended to change the cooperative relationship and responsibilities that exist between each participating agency and other Federal, State or local law enforcement agencies.

This Memorandum of Agreement, when accepted by both parties, will have an effective period of performance from the date of signature of five (5) years and may be modified by mutual consent of both parties or terminated by either party upon sixty (60) days advance written notice to the other.

/s/ Clayton Yeutter

Secretary
United States Department of
Agriculture

/s/ Manuel Lujan

Secretary
United States Department of
the Interior

2-27-90
Date

2-27-90
Date

1531.06g - Exhibit 02

**Addendum to the Memorandum of Agreement Between
the United States Department of the Interior
and the United States Department of Agriculture**

ADDENDUM
MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE

Pursuant to the modification authority stated in this Memorandum of Agreement, this Memorandum of Agreement shall remain in effect indefinitely. This Agreement may be modified by mutual consent of both parties or terminated by either party upon sixty (60) days advance notice to the other.

/s/ Bruce Babbitt
Secretary
United States Department of
the Interior

/s/ Richard Rominger
Acting Secretary
United States Department of
Agriculture

2/24/95
Date

3/1/95
Date

1531.06h - Memorandum of Understanding for Cross-Designation of Law Enforcement Personnel Between the United States Department of Agriculture, Forest Service and the United States Department of the Interior, Bureau of Land Management, Bureau of Indian Affairs, National Park Service, Fish and Wildlife Service, and Bureau of Reclamation

94-SMU-256

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AND THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
BUREAU OF INDIAN AFFAIRS
NATIONAL PARK SERVICE
FISH AND WILDLIFE SERVICE
BUREAU OF RECLAMATION

1. Background and Policy.

Pursuant to the Memorandum of Agreement (Master Agreement) signed by the Secretaries of Agriculture and Interior (the Secretaries), dated February 27, 1990 (renewed indefinitely on March 1, 1995 and February 24, 1995, respectively), and Titles 16 USC 1a-6, 43 USC 1733, 16 USC 7421(b), 25 USC Chapter 30, section 2804 and 16 USC 559d(4), 559d and 559g, it has been determined by all parties that the cross-designation of law enforcement officers will increase protection of the natural and cultural resources on public lands administered by the Secretaries, and is mutually beneficial, economical, and advantageous to the public interest. Accordingly, this Memorandum of Understanding (MOU) will serve as the implementation document as directed by the Master Agreement. The Secretaries have determined that in cases where a specific need for law enforcement assistance and investigative support has been identified or where a law enforcement emergency or a violation in progress exists, it shall be mutually beneficial, economical, and advantageous to the public interest to cross-designate law enforcement officials within both Departments. In such instances, the procedures set out in this MOU shall apply for the cross-designation of authority between agencies.

2. Cross-designation Defined.

Cross designation of law enforcement personnel means the vesting in a law enforcement officer of one agency the full extent of law enforcement authority of another agency.

3. Scope of Law Enforcement Authority.

This Memorandum of Understanding shall authorize the cross-designation of law enforcement authority of the signatory agencies. Cross-designation of law enforcement officers under this MOU may take place across the range of, but may not exceed, each agency's law enforcement responsibilities. Nothing in this MOU is intended to expand, limit or in any way restrict the law enforcement authorities of any agency. Officers so designated shall have the law enforcement authority of the agency charged with administering the lands or territory for which the designation is made and shall be subject to all applicable limitations on that authority. This authority shall last until he/she is released from the detail. Requests for cross-designation shall be consistent with the requesting agency's internal procedures and subject to the following:

4. Procedures.

A. Investigative Support and Law Enforcement Assistance

(1) Except as provided in paragraphs 2 and 3 below, requests for cross-designation for investigative support and law enforcement assistance will be made by the manager-in-charge of the requesting unit to the manager-in-charge of the responding unit; e.g., Forest Supervisor [Note: With the Forest Service it is now the Regional Special Agent in Charge] to the Park Superintendent, or Area Director to Regional Forester [Note: With the Forest Service it is now the Regional Special Agent in Charge]. This authority may be delegated by the manager-in-charge.

(2) The request may be oral, and arrangements for determining reimbursement for expenses of the responding unit shall be agreed to in advance, on a case-by-case basis, by the agencies involved. An oral request will, in all cases, be followed by a written request and shall include arrangements for reimbursement of expenses under the Economy Act, 31 USC 1535.

(3) No investigative, surveillance, or covert activity will be conducted independently by one agency on the lands administered by another agency without the concurrence of the manager-in-charge of the land in question, except when directed by a representative of the U.S. Attorney General or when authorized by statute.

(4) Each agency may support another in conducting criminal, civil and administrative investigations, as requested. The investigations may be pursuant to laws or regulations pertaining only to the requesting agency. When deemed necessary by the participating agencies, credentials may be issued to officers of other agencies which are party to this Agreement.

(5) The agencies may loan and share communications equipment, frequencies and other law enforcement equipment if such sharing is mutually determined to be necessary to effect efficient law enforcement operations and to ensure officer safety.

(6) To the extent allowed by law, the agencies may cooperate in the establishment and operation of an interagency communications center. The extent of agency participation and the operating procedures of the center will be determined and set forth in a specific agreement.

B. Law Enforcement Emergencies

Any Law Enforcement Officer/Agent of a signatory agency may respond to an emergency request for assistance from another signatory agency and shall have the law enforcement authority of the requesting agency until the incident is over or the individual is relieved of the authority, unless continued assistance is required under the Investigative Support Section of this MOU. Emergency requests may be made officer-to-officer, in person, by radio, telephone, or through incident command systems. Requests should be communicated to immediate supervisors as soon as possible. For the purpose of this MOU, the term "emergency" will mean an immediate threat to persons, property or resources.

C. Violations in Progress

In many instances, such as when signatory agencies occupy neighboring jurisdictions, law enforcement personnel may encounter violations in progress on land administered by other signatory agencies. Accordingly, pursuant to local written supplemental agreements, a unit's manager-in-charge may authorize the Officers/Agents of another agency to take initial action on violations in progress or render assistance on such incidents when such actions are in the best interest of the public and/or the government and meet the criteria for which this MOU was executed. This authorization shall be in written form and shall detail the reasons for the authorization and the names or positions of the law enforcement personnel so designated. Appropriate limitations regarding the scope of authority of the designated personnel also must be included in this authorization.

D. Applicable to all Cross-designation

(1) In all cases, it shall be the requesting agency's responsibility to supervise the exercise of authority by the Officers/Agents of the responding agency. It shall also be the requesting agency's responsibility to ensure that the Officers/Agents of the responding agencies adhere to the requesting agency's authority and standards and are familiar with how that authority is to be exercised.

(2) Reimbursements.

(a) Cross-designation of law enforcement personnel pursuant to this MOU generally shall be accomplished through reimbursable transactions under the

Economy Act, 31 USC 1535. The details of all cross-designations shall be recorded in a written document maintained by the requesting agency.

(b) Where cross-designation serves as an objective of all parties to the cross-designation, reimbursement under the Economy Act is not appropriate.

(3) Any agency that is a party to this MOU may decline to provide assistance on a case-by-case basis.

(4) This MOU shall remain in effect indefinitely.

(5) Amendments to this MOU must be in writing and shall become effective upon written approval by all parties. Any agency wishing to terminate participation in this MOU shall provide all the signatory agencies with a written letter of their intent signed by the Agency Head and stating a specific date of termination.

/s/ David G. Unger for
Chief, U.S.D.A. Forest Service

4/5/94
Date

/s/ Don Castleberry
Director, National Park Service

1/6/93
Date

/s/ Jim Baca
Director, Bureau of Land
Management

1/4/94
Date

/s/ Mollie H. Beattie
Director, U.S. Fish and
Wildlife Service

3/14/94
Date

/s/ Carol A. Bacon
Acting Deputy Commissioner -
Indian Affairs

12/28/93
Date

/s/ Daniel Beard
Commissioner, Bureau of
Reclamation

12/26/93
Date

/s/ Claudia Schechter
Director of Operations, USDI

12/13/93
Date