

Interagency Agreements

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FAA Temporary Mobile Air Traffic Control Tower Agreement

INTERAGENCY AGREEMENT
for
AIR TRAFFIC CONTROL SERVICES
TEMPORARY MOBILE AIR TRAFFIC CONTROL TOWER

among the
Bureau of Land Management
Bureau of Indian Affairs
Fish and Wildlife Service
National Park Service
of the
United States Department of the Interior
and the
Forest Service
of the
United States Department of Agriculture
and the
Federal Aviation Administration
of the
United States Department of Transportation

BLM Agreement No. 1422RAI080013
BIA Agreement No. RS08K42035
FWS Agreement No. 982108K002
FS Agreement No. 08-IA-11130206-084
NPS Agreement No. F9560080080
FAA Agreement No. AJR-OM-WSA-08-0365

I. INTRODUCTION.

Fire management and suppression 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, Forest Service, as well as to the Department of Transportation, Federal Aviation Administration (FAA), Western Service Area (WSA). The FAA-WSA includes the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, Oregon, Utah, Washington, and Wyoming. Considerable cooperation and coordination exists among these agencies, which is critical to the success of fire management, suppression and safety. This agreement will herein after refer to the Federal Aviation Administration as the "FAA," and the federal Interagency Wildland Fire Management Agencies will hereinafter be referred to collectively as the "Wildland Fire Agencies."

The Wildland Fire Agencies are responsible for the stewardship and/or protection of lands owned or held in trust by the United States or under the jurisdiction of state agencies. A major wildland fire frequently requires the use of a strategically situated uncontrolled airport or site to serve as the staging area for aerial support activities. Mass deployment of personnel, supplies, and equipment by large numbers of aircraft congests airspace at the airport/site in use. The Wildland Fire Agencies recognize the need for efficient safety services provided by FAA and agree to enter into an agreement with the FAA to provide temporary air traffic services and control towers on short notice.

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The FAA is legally mandated to honor its commitment to keep the National Airspace System (NAS) operating safely and efficiently. In accordance with this mandate, the FAA will make a commitment to provide Air Traffic Control Specialists (ATCS) to meet the needs of the Wildland Fire Agencies under the terms of this agreement. The Wildland Fire Agencies recognize this mandated function of the FAA and the critical importance of the ATCS' role in wildland fire management.

II. AUTHORITIES.

- A. Economy Act of June 30, 1932, as amended (31 U.S.C. 1535).
- B. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- C. National Park Service Organic Act of August 1916 (16 U.S.C. 1).
- D. National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. 668dd).
- E. National Indian Forest Resources Management Act of 1990 (25 U.S.C. 3101 *et seq.*).
- F. Cooperative Forestry Assistance Act of 1978 (16 U.S.C. § 2101 *et seq.*).
- G. 49 U.S.C. 106 (l) and (m).

III. PURPOSE.

The purpose of this Interagency Agreement is to identify the services and set forth the terms and conditions under which the FAA will continue to provide temporary air traffic services and equipment to support the Wildland Fire Agencies' management efforts.

IV. OBJECTIVES.

The objectives of this Agreement are:

- A. Identify those services to be exchanged between the FAA and Wildland Fire Agencies;
- B. Continue and maintain Interagency relationships; and
- C. Define roles, responsibilities and fiscal processes of the FAA and Wildland Fire Agencies.

V. RESPONSIBILITIES.

The responsibilities and services listed are not all-inclusive, but are meant to provide the overall scope of products, services and activities exchanged or requested by the respective agencies. All services undertaken by the FAA and Wildland Fire Agencies under this agreement are subject to the availability of appropriated funds.

A. The FAA agrees to:

- 1. Provide air traffic control services.
- 2. Provide an FAA mobile ATCT, and/or other support equipment, to assist the firefighting effort. FAA personnel shall transport, assemble, disassemble, and maintain the FAA mobile ATCT when the unit is needed for firefighting services. Services are subject to the availability of FAA mobile ATCT and/or qualified FAA personnel needed at the time of requested service.
- 3. Provide adequate staffing of certified Control Tower Operators (CTO).
- 4. Provide airport traffic control service for aircraft operating to and from staging airport/helibases.
- 5. Provide frequency(s) for temporary tower and air traffic services.
- 6. Issue appropriate NOTAM's (Notice to Airmen) for the airport/helibase.
- 7. Retain the prerogative to terminate all or any part of the temporary airport traffic control services provided to the Wildland Fire Agencies should the FAA determine a requirement of higher priority that dictates the recall of all or some of its personnel and/or traffic control equipment.

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8. Provide the Wildland Fire Agencies with 24 Hours/7 Days a Week Points of Contact (POC) for mobile ATCT/controller deployment; Appendix A, FAA Points of Contact of its Regional Operations Center (ROC). Changes to the POC will be provided to the participating agencies in writing separate from this agreement.

B. Wildland Fire Agencies agree to:

Requests for the initiation and termination of temporary tower services will be accomplished by Resource Orders through the Geographical Area Coordination Centers (GACC) notifying the FAA Points of Contact/ROC.

Procedures for obtaining services, on-site support of non-routine services can be viewed at http://www.nifc.gov/nicc/logistics/coord_forms/temptower.pdf.

1. Operational support.
 - a. Ensure appropriate base station(s) and/or handheld radio(s) are available for use if not provided by the FAA.
 - b. Provide support equipment such as: binoculars, pens, note pads, anemometer, compass, weather equipment (wind/temperature/barometric pressure, etc.), wind sock, 24 hour clocks, and other equipment as necessary.
 - c. Provide hook-ups, at Wildland Fire Agencies cost, or reimburse the FAA for the fuel costs for the engine generator (E.G.), or provide the fuel needed to support the E.G. in the temporary tower.
2. Provide logistical support.
 - a. Restroom facilities shall be available to personnel on duty at the temporary ATCT site.
 - b. Shelter from the elements to reduce fatigue and improve safety conditions while the FAA personnel are working. Provisions of Helibase or Airbase Operations trailers are to be considered when available.
 - c. Reasonable protection and on-site safety-related instruction to FAA personnel assigned to temporary towers in fire areas.
3. Reimbursement to the FAA for the following activities associated with on-site air traffic control support:
 - a. Costs incurred by the FAA Air Traffic Control Tower (ATCT) duty station related specifically to providing the requested services under this agreement.
 - b. Costs above base salary including overtime incurred by the FAA ATCS.
 - c. Costs for logistical and ATC support required by FAA personnel at operation sites, as appropriate.
 - d. Costs for the replacement of equipment that is damaged or fails due to on-site incident conditions.
 - e. All travel costs and lodging expenses are authorized as consistent with the policies in the Interagency Incident Business Management Handbook for federal employees, <http://www.nwcg.gov/pms/pubs/iibmh>. Whenever such transportation is to be by aircraft, it shall be in one that is properly equipped and certified for carrying passengers. Rental vehicles, or privately owned vehicle (POV) mileage, are authorized for ATCS' due to the substantial amount of equipment they are required to bring with them to an incident.
 - f. Miscellaneous office supplies and equipment as appropriate and identified in the Interagency Air Space Coordination Guide necessary to accomplish on-site support. <http://www.fs.fed.us/r6/fire/aviation/airspace/web/coord/index.html>.

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VI. JOINT RESPONSIBILITIES:

Participation in Interagency groups in meetings or teleconferencing at least annually to review the status of the current year operations and determine necessary changes. This may include estimating the costs and determining the recommended services and responsibilities among the partnering agencies for the out-year.

A. Pre-season:

1. Ensure that appropriate levels of communication are taking place prior to start of fire season.
2. Make updates to and disseminate (agency) points of contact list separate from this agreement and as warranted.
3. Address training needs and scheduling classes, as needed.
4. Update operational procedures documents, as needed and appropriate.

B. Post-season:

Conduct a post season meeting either on site or by teleconferencing or by other means to review the coordinated actions of the prior season and share any “lessons learned” and suggested improvements to the overall process.

VII. AVAILABILITY OF APPROPRIATED FUNDS.

The signatory agencies enter into this Agreement under the authority of the Economy Act (31 U.S.C. §1535); and their respective organic and appropriation acts.

The ability of the parties to carry out their responsibilities under this Interagency Agreement is subject to their respective funding procedures and the availability of appropriated funds. Should any party encounter budgetary shortfalls that may affect the activities to be carried out under this Interagency Agreement, that party will provide timely notification to the other party in writing. The Wildland Fire Agencies’ funding is identified as no-year funding.

The signatory agencies recognize that, given the current administrative process for payments for fire suppression activities, it is not feasible to obligate the full amount of funds that may be required pursuant to this Agreement, because this Interagency Agreement does not constitute a binding obligation under 31 U.S.C. §1501 and since it cannot anticipate the specific goods or services for which payment will be requested, the individual payment amounts, or the responsible jurisdictional wildland fire management agency in each future case. This information can only be provided by Resource Orders executed when the goods or services are requested. At the same time, the signatory agencies recognize that Resource Orders are insufficient to constitute a binding obligation under the statute because there is no evidence of intent to be bound, no authorized signatures are present, and no legal authorities are cited, however, these requirements are satisfied by this Interagency Agreement. The two documents, when taken together, contain all the elements required for a contingent liability obligation under the statute. Hence, the signatory agencies agree that this Interagency Agreement shall automatically be incorporated by reference into any Resource Orders issued under it for ATCS services and products, and that an obligation of funds will occur by the responsible agency at the time the FAA presents a copy of this Agreement and the Resource Orders for payment.

VIII. REIMBURSEMENT AND ACCOUNTING ARRANGEMENTS.

- A. Billing and collection procedures will follow the Intra-governmental Payment and Collection (IPAC) system process.
- B. Wildland Fire Suppression Activities: Obligation of funds and reimbursement of expenditures under this subsection are under the Economy Act (31 U.S.C. 1535). Total reimbursable costs are estimated at \$2,500,000.00 per fiscal year. In the event this amount is insufficient for a particular fiscal year, this Agreement may be modified to increase the amount of funding, subject to the availability of funds. This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The Wildland Fire Agencies warrant that they will ensure the funds will be available when the obligations are recorded. The recording of the obligations will occur upon the receipt of the billing/expenditures invoice by the applicable Wildland Fire Agency from

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the FAA. The billing invoice, inclusive of copies of this Agreement or reference to its applicable document number(s), the Resource Order(s) copy, and expenditure documentation, will define the specific services, supplied goods and costs for each order, and subsequent obligation and payment by the applicable jurisdictional Wildland Fire Agency.

Description of Reimbursable Item	Est. Costs
Provision for Temporary Towers Per Fiscal Year	\$ 1,976,285
	0
	0
Subtotal	\$ 1,976,285
Overhead @ 26.5%	523,715
Per Fiscal Year, Total Estimated Costs *	\$ 2,500,000
<p>* - Total Estimated Costs are a Contingent Liability Amount - no actual funding is provided at document signing.</p> <p>- Actual FAA costs will be incurred and invoiced on a Wildland Fire incident specific basis.</p> <p>- The FAA will invoice for all costs associated with the deployment, manning and return to base location of a temporary tower in response to a specific Wildland Fire incident.</p> <p>- To facilitate invoicing the Wildland Fire Agencies will identify to the FAA the specific Government entity(ies) affected by a specific Wildland Fire incident.</p>	

FY 2008	10/01/07 – 09/30/08	\$2,500,000
FY 2009	10/01/08 – 09/30/09	\$2,500,000
FY 2010	10/01/09 – 09/30/10	\$2,500,000
FY 2011	10/01/10 – 09/30/11	\$2,500,000
FY 2012	10/01/11 – 09/30/12	\$2,500,000

1. Reimbursement payments for suppression-related activities will be accomplished by submission of billing invoices by FAA, which are inclusive of copies of the Resource Orders that define the requested services and goods, and the expenditure back-up documentation to the responsible jurisdictional wildland fire agency. The FAA will charge an indirect/administrative overhead rate commensurate with their annual approved rate on all invoiced charges. Items to be included are listed as follows.
 - a. The fire name, jurisdictional unit, and incident number (The copy of the Resource Order), generally includes this information as does the ATCS Reimbursement Expense Form;
 - b. Applicable support documentation requirements, e.g. copy of FAA's expense spreadsheet, and required agency data elements;
 - c. A copy of this Interagency Agreement complete with signatures, or the agency's agreement document number for subsequent billings;
 - d. Identification of FAA's financial contact (see Appendix A); and
 - e. IPAC billings are to be submitted to the appropriate payment center by the FAA within ninety (90)-days of completion of service.

2. It is the responsibility of the requesting agency/office to develop and process a unilaterally signed funding document (containing the necessary elements of a U.S. Government funding document), or as otherwise authorized through the individual agencies' policies, to obligate funds and provide a signed/executed original of the funding document to the FAA Contracting Officer. The funding document should list the issuing agency's Agency Locator Code (ALC). It is also the responsibility of the requesting agency/office to:
 - a. Conduct any required verification of costs, authorization of expenditures and reconciliation of

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payment;

- b. Provide the document number of the funding obligation, required agency data elements and billing instructions to the FAA office that provided the service; and
- c. Provide information to FAA regarding which payment center to send the billings for processing.

IX. TERM OF AGREEMENT.

The effective date of this Agreement will commence upon full execution of the final signature by the identified signatory agencies, and will include appropriate accrued costs for continuation of service effective October 01, 2007, and shall remain in effect through September 30, 2012, 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 in accordance with Section X. If this Agreement is extended, the extension must be in writing, and approved and signed by authorized signatories for the agencies.

X. 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. Full credit shall be allowed for each affected party's expense and all non-cancelable obligations properly incurred up to the effective date of termination. The remaining signatories may continue the provisions of this Interagency Agreement as long as the FAA remains a signatory.

Nothing herein is intended to conflict with current DOT, DOT/FAA, USDA or DOI directives. If the terms of this Interagency Agreement are inconsistent with existing directives of either of the agencies entering into this Interagency Agreement, then those portions of the Interagency 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 Interagency Agreement, all necessary changes will be accomplished either by an amendment to this Interagency Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of all Parties.

XI. RESOLUTION OF DISAGREEMENT.

Should disagreement arise on the interpretation of the provisions or implementation of this agreement, the dispute shall be resolved pursuant to the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol.1, Bulletin 2007-03, Section VII (Resolving Intra-governmental Disputes and Major Differences).

XII. MODIFYING THE AGREEMENT.

Any signatory agency may initiate the modification of this Interagency Agreement to incorporate any changes that are mutually agreed to by the participants. Such modifications shall be in writing and shall identify the specific activities, the total amount of funds applicable to the modification, as appropriate, and any other pertinent details of the modification. 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.

XIII. PRINCIPAL CONTACTS.

See attached Appendix A

XIV. SIGNATORY.

This Agreement shall be effective with and upon full execution of the final signature by the identified signatory agencies, and it will remain in effect until September 30, 2012, or until such time as the Interagency Agreement is modified or terminated by mutual agreement.

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/s/ Mark Reeves
Western Service Center
DOT, Federal Aviation Administration

Date: 7/23/08

/s/ David M. Klinger
David M. Klinger, Contracting Officer
Western Service Area, Acquisition Gp. - LA
DOT, Federal Aviation Administration

Date: 7/22/08

/s/ Timothy M. Murphy
Timothy M. Murphy, Deputy Assistant Director
Fire and Aviation (Boise)
DOI, Bureau of Land Management

Date: 8/01/08

/s/ Julie Whaley
Julie Whaley, Supervisory Procurement Analyst
Bureau of Land Management- Fire and Aviation (Boise)

Date: 8/01/08

/s/ Brian McManus
Brian McManus, Chief
Branch of Fire Management
DOI, Fish and Wildlife Services

Date: 8/01/08

/s/ Nedra Stallone
Nedra Stallone, Contracting Officer
Fish and Wildlife Services – Division of Contracts and
Facilities Management

Date: 7/22/08

/s/ Lyle Carlile
Lyle Carlile, Director
Branch of Fire Management
DOI, Bureau of Indian Affairs

Date : 8/01/08

/s/ Byron J. Green
Byron J. Green, Contracting Officer
Bureau of Indian Affairs - Branch of Fire Management

Date: 7/25/08

/s/ Tom Nichols
Tom Nichols, Division Chief
Division of Fire and Aviation
DOI, National Park Service

Date: 8/01/08

/s/ Mary Ray
Mary Ray, Contracting Officer
National Park Service – Washington Office

Date: 7/25/08

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/s/ Karyn L. Wood
Karyn L. Wood, Assistant Director, Operations
Fire and Aviation Management
USDA, Forest Service

Date: 8/01/08

/s/ Cheryl Molis
Cheryl Molis, Administrative Manager
USDA, Forest Service- Fire and Aviation Management

Date: 8/01/08

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APPENDIX A

The Points of Contact are responsible for coordinating the current year operations and determine necessary changes, an annual review of the currency and adequacy of this Agreement among the signatories. Changes to the Points of Contact can be made by written notification to the participating agencies.

For the FAA:

For the Interagency Wildland Fire Agencies:

<p><u>Operations Support Group Contact</u> Ron Spina Western Service Center 1601 E. Valley Rd. Renton, WA 98057 Mail Address: FAA Northwest Mountain Regional Office 1601 Lind Ave. S.W. Renton, WA 98057 425/203-4519 Office 425/203-4505 Fax 425/308-4527 Cell ronald.spina@faa.gov</p> <p><u>Alternate:</u> William “Bill” Buck Western Service Center 1601 E. Valley Rd. Renton, WA 98057 Mail Address: FAA Northwest Mountain Regional Office 1601 Lind Ave. S.W. Renton, WA 98057 425/203-4542 Office 425/203-4505 Fax 425/698-5953 Cell william.buck@faa.gov</p>	<p><u>Technical Contact</u> Interagency Airspace Coordinator Julie Stewart 333 SW First Avenue PO Box 2965 Portland OR 97204 503/808-6728- Office 503/780-0097 – Cell julie_stewart@or.blm.gov</p>
<p><u>Agreement/Contracting Contact</u> David M. Klinger Western Logistics Service Area Acquisition Group – Los Angeles P.O. Box 92007/FAA/AWP-52 Los Angeles, CA 90009-2007 310/725-7552 Office 310-725-6842 Fax david.klinger@faa.gov</p>	<p><u>Agreement/Contracting Contact</u> Grants and Agreements Specialist Sherry Garey Bureau of Land Management, Fire & Aviation 3833 S. Development Avenue Boise ID 83705-5354 208/387-5360 – Office 208/387-5574 – Fax sherry_garey@nifc.blm.gov</p>
<p><u>Western Service Area – Business Services</u> WSA Reimbursable Agreements Program Analyst Barbara Porter Western Service Center 1601 E. Valley Rd. Renton, WA 98057 Mail Address: FAA Northwest Mountain Regional Office 1601 Lind Ave. S.W. Renton, WA 98057 425/203-4238 Office 425/203-4238 Fax</p>	<p><u>Contracting Contact</u> Procurement Analyst Julie Whaley Bureau of Land Management, Fire & Aviation 3833 S. Development Avenue Boise ID 83705-5354 208/387-5546 – Office 208/387-5574 – Fax Julie_whaley@nifc.blm.gov</p>

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<p>barbara.porter@faa.gov</p> <p><u>Western Service Area Planning and Requirements</u> Planning Specialist Marci Hollingsworth Western Service Center 1601 E. Valley Rd. Renton, WA 98057 Mail Address: FAA Northwest Mountain Regional Office 1601 Lind Ave. S.W. Renton, WA 98057 425/203-4637 Office 425/203-4624 Fax marci.hollingsworth@faa.gov</p>	<p><u>Contracting Contact</u> Administrative Manager Cheryl Molis U.S. Forest Service, Fire Operations, FAM 3833 S. Development Avenue Boise ID 83705-5354 208/387-5680 – Office 208/387-5398 – Fax cmolis@fs.fed.us</p>
	<p><u>Contracting Contact</u> Contracting Officer Byron J. (BJ) Greene, Jr. Bureau of Indian Affairs Division of Acquisitions Reston VA 20191 703/390-6491-Office 703/390-6582-Fax byron.greene@bia.gov</p>
	<p><u>Contracting Contact</u> Contracting Specialist Mary Ray National Park Service 7333 W. Jefferson Ave., Ste 130 Lakewood CO 80235 303/987-6719-Office 303/969-2402-Fax mary_ray@nps.gov</p>
	<p><u>Contracting Contact</u> Contracting Officer Nedra Stallone U.S. Fish and Wildlife, Div. of Contracts 4401 N. Fairfax Drive Arlington VA 22203 703/358-2221-Office nedra_stallone@fws.gov</p>

Interagency Agreements

INTERAGENCY AGREEMENT
for the
**PROVISION OF TEMPORARY SUPPORT DURING
WILDLAND FIREFIGHTING OPERATIONS**

among the
UNITED STATES DEPARTMENT OF THE INTERIOR,
the
UNITED STATES DEPARTMENT OF AGRICULTURE,
and the
UNITED STATES DEPARTMENT OF DEFENSE

DOI (BLM-FAD) Agreement No. L10PG00548
USDA (USFS-NIFC) Agreement No. 10-IA-11130206-008

I. INTRODUCTION.

Wildland fire management, suppression, and safety are of national importance and are an ongoing concern of the American public. Considerable cooperation and coordination already exists among the Department of the Interior (DOI), the Department of Agriculture (USDA), and the Department of Defense (DoD) for discharging these responsibilities.

The National Interagency Fire Center (NIFC) is jointly managed by the Departments of Agriculture and the Interior. It is staffed by personnel from several Federal agencies whose facilities are combined to carry out their respective Department's wildland fire management responsibilities. NIFC is responsible to provide national coordination and logistic support for the activities related to the control of forest and range fires within the United States, which includes all 50 States and the District of Columbia, and fires on State and private lands, as well as all U.S. Territories and Possessions.

The Assistant Secretary of Defense for Homeland Defense and Americas' Security Affairs (ASD(HD-ASA)), as assigned in DoD Directive 5111.13, "Assistant Secretary of Defense for Homeland Defense and America's Security Affairs (ASD(HD&ASA)), "January 16, 2009, serves as the principal civilian advisor to the Secretary of Defense and the Under Secretary of Defense for Policy on Defense Support of Civil Authorities (DSCA). The Secretary of Defense has delegated to the ASD (HD&ASA) the authority to approve certain requests for assistance from civilian authorities such as those relating to DoD Components (including the Military Departments and DoD agencies), providing wildland fire emergency assistance to Federal agencies through the NIFC. The Bureau of Land Management (BLM) acts as the administrator of this Agreement and acts on behalf of the other DOI, Wildland Fire Management Agencies, Bureau of Indian Affairs (BIA), National Park Service (NPS) and Fish and Wildlife Service (FWS) for transactions under this agreement.

II. PURPOSE.

The purpose of this Interagency Agreement is to establish the general guidelines, terms and conditions under which NIFC will request and DoD will provide temporary support to NIFC in wildland fire emergencies occurring within any State, U.S. Territory or Possession, or the District of Columbia, including fires on State and private lands. It is also intended to provide the basis for reimbursement of DoD expenditures under the Economy Act (31 U.S.C. §§ 1535-36) for goods and services provided through the NIFC to the various firefighting agencies for response to wildland fire emergencies.

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III. AUTHORITY.

- A. The Economy Act of June 30, 1932, as amended (31 U.S.C. § 1535, 1536)
- B. Department of the Interior and Related Agencies Appropriations Act for FY 2010 (P.L. 111-88), and Appropriations Act(s) for subsequent fiscal years
- C. Federal Land Policy and Management Act of 1976 (43 U.S.C. § 1701 et seq.)
- D. National Park Service Organic Act of August 1916 (16 U.S.C. § 1)
- E. National Wildlife Refuge System Administration Act of June 27, 1998, as amended (16 U.S.C. § 668dd)
- F. National Indian Forest Resources Management Act of 1990 (25 U.S.C. § 3101 et seq.)
- G. 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)
- H. National Forest Management Act of 1976 (16 U.S.C. 1600)
- I. DoD Directive 3025.1, Military Support to Civil Authorities (MSCA), January 15, 1993
- J. DoD Directive 3025.15, Military Assistance to Civil Authorities (MACA), February 18, 1997
- K. DOD Directive 5111.13, "Assistant Secretary of Defense for Homeland Defense and Americas' Security Affairs (ASD(HD&HD&ASA)), "January 16, 2009
- L. DoD Instruction 6055.6, DoD Fire and Emergency Services Program, December 21, 2006
- M. DoD Financial Management Regulation (FMR), DoD 7000.14-R, Volume 11A, Reimbursable Operations, Policy and Procedures, August 2009.
- N. DoD Financial Management Regulation (FMR), DoD 7000.14-R, Volume 11B Reimbursable Operations, Policy, and Procedures – Defense Working Capital Fund, May 2009

IV. RESPONSIBILITIES.

A. The NIFC agrees to:

- 1. Submit initial requests for DoD support through the DoD Executive Secretariat. All subsequent requests will be submitted through the Defense Coordinating Officer (DCO), once assigned to the NIFC.
- 2. Provide an appropriate funding agreement or ordering document referencing this Agreement. The document will describe the DoD capabilities requested, when and where the resources are needed, an estimate of the length of time the resources are required, agency fund code(s), billing instructions, and acquisition authority. The NIFC will ensure that funds are available to reimburse DoD for goods and services provided, and that the request is in the best interest of the government.
- 3. Ensure that requests for utilization of DoD aviation or other assets will be reviewed and compliant with the Economy Act of June 30, 1932, as amended (31 U.S.C. §§ 1535, 1536), the

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Federal Acquisition Regulations (FAR), and any other applicable laws and regulations, as appropriate.

4. Provide appropriate personnel, training, equipment, supplies and other resources as required to prepare DoD personnel for the following wildland fire suppression duties:
 - a. Modular Airborne Fire Fighting System (MAFFS) annual certification.
 - b. Ground fire fighting and overhead support personnel training prior to assignment to a fire.
 - c. Rotary-wing aircrews and support personnel training for external load water bucket operations prior to utilization on a fire.
 - d. Communications training in the use of the NIFC radios, if installed and certified for the designated DoD aircraft.
 - e. Aircrew training with civilian fire managers on-board aircraft during flight operations.
5. Reimburse DoD for the actual costs of the goods and services (e.g. personnel, equipment, aircraft, supplies and fire protection services) provided in wildland fire management operations.
 - a. Actual costs include all direct costs attributable to providing such goods or services. Actual costs also include indirect costs (overhead) if the personnel, equipment, aircraft, supplies and fire protection services are provided for the benefit of the DOI or USDA.
 - b. Reimbursement will be in accordance with DoD Financial Management Regulation (FMR) DoD 7000.14-R, as amended. A summarization of the rules for determining the reimbursable amounts to be collected by DoD Components are found in the FMR in Volume 11A, Chapter 1, addendum 1, addendum 2 and any subsequent related addenda.
 - c. Transfer of funds will be made directly to the appropriate DoD Component via the Intra-governmental Paying and Collection (IPAC) System.
6. Provide a summary by agreement number of the cumulative DoD approved billings, DoD reimbursements, and an estimate of the outstanding billings based on DoD obligation estimates by DoD Components for the prior calendar year by February 15 of each calendar year.

B. DoD agrees to:

1. Provide assistance in the form of personnel (military or National Wildfire Coordinating Group (NWCG)-certified DoD civilian fire fighters), equipment, aircraft, supplies, and/or fire protection services on a reimbursable basis when a request for assistance complies with the requirements of this Agreement and DoD is able to provide the requested resources.
2. Provide Modular Airborne Firefighting System (MAFFS)-capable aircraft, MAFFS-trained aircrews and appropriate support personnel to conduct aerial dispersal of fire retardant for fire suppression on a reimbursable basis when requests for this type of assistance comply with the requirements of this Agreement and DoD is able to provide the requested support. The USDA, Forest Service (USDA, FS) owns and will provide MAFFS units for deployment on DoD MAFFS-capable aircraft.
3. Provide rotary –wing aircraft, NIFC-Trained aircrews, and support personnel capable of

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conducting external load, water bucket operations on a reimbursable basis when requests for this type of assistance comply with the requirements of this Agreement and DoD is able to provide the requested support.

4. Ensure servicing DoD Components provide the NIFC with an obligation estimate for DoD resources at the time of request, including updates as needed. DoD will coordinate closely with the NIFC and the Defense Finance and Accounting Service (DFAS) (as prescribed by DoD FMR, Volume 11A, Chapter 3) to ensure appropriate billing procedures are followed. DoD will also provide a single point of contact within each DoD Component.
 5. Provide the NIFC invoices from each DoD Component for goods and services using a Standard Form (SF) 1080 billing document.
 - a. Submit invoices to: USDA Forest Service, Financial Manager, 3833 South Development Avenue, Boise, Idaho, 83705.
 - b. Invoicing for actual expenditures reimbursements (performance of work or services, payments to contractors, or delivery from inventory) will begin within sixty- (60) calendar days after the month in which performance occurred. Final billing invoices will be submitted within ninety- (90) calendar days of the termination of the supported event.
 - c. Supporting documentation is required for each billing invoice (SF-1080) and should include: Agreement number, DoD point of contact (POC), POC commercial phone number, financial data, copies of actual invoices to back up expenditures, , and whether the invoice is a partial or final billing.
 - d. DoD Components will cite the obligation document number upon the NIFC approval of the SF-1080 billing document and submit it to the appropriate Defense Finance and Accounting Services (DFAS) paying station.
 - e. Acceptable methods of transmitting the SF-1080 billing document and back-up documentation to the NIFC include a printed copy via standard U. S. mail or overnight service, fax, or e-mail.
 6. Retain the right to disapprove or modify any request that interferes with the Department's operational readiness, or that DoD is otherwise unable to approve.
- C. The DOI, USDA, and DoD mutually agree to:
1. The USDA, FS – NIFC will be the agency responsible for the payment and reconciliation of DoD expenditures under this Agreement. The DOI will make transfers of funds to the USDA, FS by arrangements separate from this Agreement, as warranted and appropriate.
 2. Conduct an annual coordination meeting or conference call not later than May 1, as well as a post-season meeting or conference call not later than December 20, to share plans and to review lessons learned, current procedures, and Department policies, and to make any revisions, as necessary.
 3. Conduct a post-fire season reimbursement workshop not later than December 20 with appropriate DoD Components and the NIFC, as needed. The individuals involved will select the date,

Interagency Agreements

location and agenda for the workshop. The purpose of this workshop will be to ensure all DoD support to the NIFC has been fully reimbursed for the previous fire season, to complete outstanding reimbursement transactions, to update points of contact, and to train new personnel on the reimbursement process (if necessary). Reimbursement procedures will also be reviewed for the upcoming fire season.

V. TERMS OF AGREEMENT.

- A. This Interagency Agreement will become effective and will remain in effect for a period of five (5) years commencing on the date of the final signature on this Agreement, unless otherwise agreed, modified or terminated by mutual agreement. This Agreement will be reviewed by all participants to determine suitability for renewal, revision, or termination. Extensions will be in writing and signed by all signatories, or authorized representatives, to this Agreement.
- B. Any party may terminate its participation in this Agreement by providing thirty- (30) calendar days written notice prior of such termination to the other parties. The parties understand that reimbursement for any expenses properly incurred before the cancellation date will be made in accordance with the terms of this Agreement. The remaining parties may continue participation under the provisions of this Agreement as long as DoD remains a party.
- C. This Agreement does not supersede or modify existing mutual aid agreements, assistance agreements, Memoranda of Understanding, or other contract procedures between individual DoD installations and local communities.
- D. This Agreement, upon becoming effective, supersedes the Interagency Agreement between the Departments of Agriculture (No. 05-IA-11130206-053), Interior (No. 1422RAI050018), and Defense for the *Provision of Temporary Support During Wildland Fire Fighting Operations* effective July 27, 2005 and as modified on April 3, 2006.

VI. GENERAL PROVISIONS.

- A. All obligations of the parties to this Agreement shall be subject to the availability of funds for such purposes. All parties agree to undertake obligations in good faith reliance on the other parties' good faith representations that funds are, in fact, available to satisfy obligations.
- B. Any signatory agency may initiate a modification to this Agreement to incorporate any changes that are mutually agreed to by the participants. Such modifications shall be in writing and shall identify the specific activities as appropriate and any other pertinent details of the modification. The DOI, Bureau of Land Management (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.

VII. RESOLUTION OF DISAGREEMENTS.

In the event of a disagreement in the interpretation of the provisions of this Agreement, or amendments and/or modifications thereto, that cannot be resolved at the operating level, the area(s) of disagreement will be stated in writing by each party and presented to the other parties for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties will forward the written presentation of the disagreement to their respective more senior officials within their respective organizations for appropriate

Interagency Agreements

resolution, and/or dispute resolution resources available to the Departments such as the U.S. Department of Justice Legal Offices.

Nothing herein is intended to conflict with current DoD, 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 will be invalid but the remaining terms and conditions not affected by the inconsistency will remain in 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.

VIII. PRINCIPAL CONTACTS.

A. For the National Interagency Fire Center:

TECHNICAL CONTACT

NICC Manager
National Interagency Fire Center
3833 South Development Avenue
Boise ID 83705-5354
208/387-5400 - office
208/387-5414 - fax

AGREEMENTS CONTACT

Grants and Agreements Specialist
National Interagency Fire Center
Bureau of Land Management
3833 South Development Avenue
Boise ID 83705-5354
208/387-5544 - office
208/387-5574 - fax

ADMINISTRATIVE CONTACT

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

B. For the Department of Defense:

ADMINISTRATIVE CONTACT

Director, Defense Support of Civil Authorities
Office of the Assistant Secretary of Defense
(Homeland Defense & Americas' Security Affairs)
2600 Defense Pentagon, Room 5D337
Washington, DC 20301-2600
703-697-5822 – Office
703-697-5991 – Fax

Interagency Agreements

IX. SIGNATORIES.

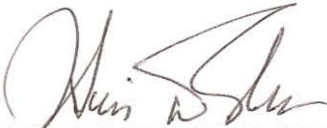
By signature below, the Departments certify that the representatives listed in this document are authorized to act for matters related to this agreement.



Paul N. Stockton
Assistant Secretary of Defense for Homeland Defense
& Americas' Security Affairs
U.S. Department of Defense

MAR 30 2010

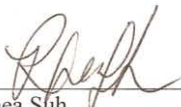
Date



Harris Sherman
Under Secretary for Natural Resources and Environment
U.S. Department of Agriculture

5/13/10

Date



Rhea Suh
Assistant Secretary, Policy, Management and Budget
U.S. Department of the Interior

6/2/10

Date

Interagency Agreements

MODIFICATION NUMBER 1

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

BIA Agreement No. – AGFIRE10K101

NPS Agreement No. – G9560100055

FWS Agreement No. – 93252-A-H100

FS Agreement No. – 10-IA-11130206-032

PURPOSE.

The purpose of this modification is to extend the termination date of this Interagency Agreement from May 6, 2015, to May 6, 2016. This extension provides for sufficient time for the partnering agencies to re-write a new Agreement that will supersede this Agreement. All other terms and conditions of the Agreement remain in full force and effect:

SIGNATORY.

This modification to the Agreement shall be effective with and upon full execution of the final signature by the identified signatory agencies below and will remain in effect through May 6, 2016.

Interagency Agreements



Steven A. Ellis, Deputy Director Operations

Bureau of Land Management

2/12/2016

Date



Michael S. Black, Director
Bureau of Indian Affairs

1/21/2016

Date



Jonathan B. Jarvis, Director
National Park Service

1-29-2016

Date



Dan Ashe, Director
Fish and Wildlife Service

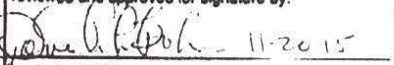
1.14.2016

Date

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

3/21/2016

Date

The authority and format of this instrument has been reviewed and approved for signature by:
 11-2015
Danielle L. Bohn Date
Forest Service Grants & Agreements Specialist

Interagency Agreements

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

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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.*).

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- 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;

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- 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.

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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

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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-

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governmental Transactions delineated in the Treasury Financial Manual, Vol. 1, 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

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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.



For 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

Interagency Agreements

Final- 09/23/12

INTERAGENCY AGREEMENT
for
METEOROLOGICAL and OTHER TECHNICAL SERVICES
among the
Bureau of Land Management
Bureau of Indian Affairs
Fish and Wildlife Service
National Park Service
of the
United States Department of the Interior
and the
Forest Service
of the
United States Department of Agriculture
and the
National Weather Service
of the
National Oceanic and Atmospheric Administration
United States Department of Commerce

BLM Agreement No. L12PG00326
BIA Agreement No. A12PG00142
FWS Agreement No. FF09R22000-D-1001A
FS Agreement No. 12-IA-11130206-067
NPS Agreement No. R9560120150
NWS Agreement No. NOAA-NWS-2013-F0001

I. INTRODUCTION.

Fire management and suppression 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, Forest Service, as well as to the Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service. Considerable cooperation and coordination among these agencies exists, which is critical to the success of fire management, suppression and safety. This agreement will refer to the National Weather Service, herein after referred to as "NWS," and the federal wildland fire management agencies, hereinafter referred to collectively as the "Wildland Fire Agencies."

The NWS is legally mandated to issue weather forecasts and warnings for the protection of life and property. In accordance with this mandate, the NWS will maintain a cadre of trained Incident Meteorologists (IMET) to meet the needs of the Wildland Fire Agencies under the terms of this agreement. The Wildland Fire Agencies recognize this mandated function of the NWS and the critical

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importance of the IMETs' role in the incident command structure. The NWS IMET program has a long history of being an integral component to Wildland Fire Agencies' incident operations and planning, and the agencies anticipate there will be a continuing demand for NWS IMET services in the future due to the increasing numbers of complex fire events and natural disasters. The Wildland Fire Agencies are responsible for the stewardship and/or protection of lands owned or held in trust by the United States or under the jurisdiction of state agencies.

The Wildland Fire Agencies are also responsible to ensure incident command team position qualifications and practices are consistent, standardized and reviewed in terms of currency and relevance. An interagency alliance involving essential aspects of fire weather products and services is crucial to the success of the Wildland Fire Agencies' missions.

II. AUTHORITIES.

- A. The Coast and Geodetic Survey Act (33 U.S.C. §§ 883d and 883e).
- B. Organic Act of 1890 (15 U.S.C. 313).
- C. National Climate Program Act (15 U.S.C. 2901 *et seq.*).
- D. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 *et seq.*).
- 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. National Indian Forest Resources Management Act of 1990 (25 U.S.C. 3101 *et seq.*).
- H. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq.*).

III. PURPOSE.

The purpose of this Interagency Agreement is to identify products and services that are exchanged between the NWS and Wildland Fire Agencies. These products and services are designed to meet the needs of the public and all agencies for the protection of life, property, cost containment and efficiency to enhance ecosystem health. It is also the purpose of this Agreement to set forth the terms and conditions under which services are requested by the Wildland Fire Agencies. Accurate and timely meteorological and fire danger information is required to manage resources effectively and efficiently.

IV. OBJECTIVES.

The objectives of this Agreement are:

- A. Identify those products and services to be exchanged between the NWS and Wildland Fire Agencies;
- B. Continue and maintain interagency relationships; and
- C. Define roles and responsibilities of the NWS and Wildland Fire Agencies.

V. RESPONSIBILITIES.

Inter-Agency Agreement for Meteorological Service – 2012 - 2017
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The responsibilities and services listed are not all-inclusive, but are meant to provide the overall scope of products, services and activities exchanged or requested by the respective agencies. All services undertaken by the NWS and Wildland Fire Agencies under this Agreement are subject to the availability of appropriated funds and are further defined in the Annual Operating Plan.

A. The NWS agrees to provide:

1. Basic meteorological services in support of wildland fire suppression activities
2. Non-routine services including, but are not limited to on-site meteorological support consultations and technical advice.
3. Other special fire management services including, but not limited to support for landscape scale prescribed wildland fires, Burned Area Emergency Rehabilitation (BAER) Teams, forecasting support for Long Term Fire Analyst (LTAN) input on wildland fires, and other technical support staff on Incidents. Special provision can be made to supply other technical services staff who meets interagency position standards during critical events of national significance and/or during national Planning Level (PL) 4 or 5. Supply of other technical services staff must have the approval of the applicable NWS Region and will be ordered via normal resource ordering process.

B. Wildland Fire Agencies agree to provide:

1. Operational support for IMETs on incidents consistent with guidance and policies provided by the National Interagency Mobilization Guide and the Interagency Incident Business Management Handbook.
2. Wildland fire weather program management, including but not limited to, maintenance of the RAWs observation network, the Wildland Fire Management Information (WFMI) system, Real-time Observation and Analysis Network (ROMAN), and other Agency systems that support wildland fire weather.
3. Reimbursement to the NWS for the following activities associated with on-site meteorological support:
 - a. Costs incurred by the NWS IMET duty station.
 - b. Costs above base salary including overtime incurred by the NWS IMET or compensatory time in lieu of overtime.
 - c. Administrative leave for NWS IMETs and the NWS IMET duty station, immediately effective following the release/travel date on the applicable Resource Order and return to the IMET's duty station, as appropriate. The determination of eligibility must be consistent with the policies in the Interagency Incident Business Management Handbook, <http://www.nwcg.gov/pms/pubs/iibmh>, for federal employees. This assists with maintaining proper work-rest periods.
 - d. Costs for logistical and weather observation support required by NWS personnel at on-site operations.

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- e. Telecommunication services costs will be computed annually based on the average prorated percentage rate of use, as applicable, and/or otherwise attributable to the Wildland Fire Agencies. The Wildland Fire Agencies will split the prorated cost annually according to the National Wildfire Coordination Group (NWCG) cost distribution rate, and billings/payments will be obligated and administered at the national level.
- f. Hardware replacement for items that are damaged or fail due to on-site incident conditions.
- g. All travel costs and lodging expenses are authorized as consistent with the policies in the Interagency Incident Business Management Handbook for federal employees, <http://www.nwcg.gov/pms/pubs/iibmh>. Rental vehicles, or privately owned vehicle (POV) mileage, are authorized for IMETs due to the substantial amount of equipment they are required to bring with them to an incident.
- h. Miscellaneous office supplies necessary to accomplish on-site support.

VI. JOINT RESPONSIBILITIES:

NWS and Wildland Fire Agencies shall jointly prepare, as warranted, National and Geographic Area specific Annual Operating Plans (AOP) for Fire Weather Services separate from this Agreement that will set procedures and establish costs at Geographical Area Coordination Centers (GACC), National Interagency Fire Center (NIFC), or forecast office level. AOPs developed at the National, GACC and/or local levels shall not conflict with the terms of this Agreement or the procedures of the Mobilization Guides, and shall include:

- A. Shared responsibilities of all participants including, but not limited to weather briefings, training, and product/service verification as outlined in Geographic Area specific AOPs.
- B. Procedures for documenting, monitoring and evaluating fire weather products, briefings and services delivered.
- C. Provision for monitoring and evaluating advances in science and technology.
- D. Provision for efficient means for technology transfer.
- E. Provision for participation in fire weather research, development and application activities.
- F. Provision that the NWS and Interagency Wildland Fire Agencies will work together at the National level to review IMET qualifications and standards annually, and will include changes, as appropriate, in the National Annual Operating Plan, and applicable National Wildfire Coordinating Group (NWCG) qualification documents.
- G. Provision that NWS and Wildland Fire Agencies will work together to ensure fire agency decision makers receive consistent products and services.
- H. Provision that the NWS and Wildland Fire Agencies will jointly develop and share meteorological methodologies and procedures.
- I. Participation in weather briefings and conference calls with GACCs, NIFC, Multi-Agency Coordination Groups, NWS offices and IMETs as outlined in Annual Operating Plans.

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- J. Provision of fire weather expertise in accident/incident investigations.
- K. Provision that the NWS forecast offices and Wildland Fire Agencies' websites establish specific links to both NWS and Predictive Services products.
- L. Participation in Interagency groups
 - 1. **Pre-season:**
 - a. Ensure that appropriate levels of communication are taking place prior to start of fire season.
 - b. Make updates to and disseminate (agency) points of contact list separate from this agreement and as warranted.
 - c. Address training needs and scheduling classes, as needed.
 - d. Update operational procedures documents, as needed and appropriate.
 - 2. **Post-season:**
 - Conduct a post season meeting either on site or by teleconferencing or by other means to review the coordinated actions of the prior season and share any "lessons learned" and suggested improvements to the overall process.
- M. Participation in a meeting or teleconference annually to review the status of the current year operations and determine necessary changes. This shall include estimating the costs for such changes and determining the recommended services and responsibilities among the partnering agencies in the development of the AOP.
- N. Maintenance of procedures for obtaining services, on-site support, other non-routine services and payment can be found in the Geographical Area and National Mobilization Guides. An electronic copy of the *National Mobilization Guide (aka "Red Book")* can be viewed via www.nifc.gov by selecting "National Interagency Coordination Center." Then select the "Policy" and "Reference Material" links to National Mobilization Guide.
- O. Establishment of separate agreements or other appropriate arrangements between the requesting and servicing entities for requesting participation and providing reimbursement for NWS employees to serve as instructors in National Wildfire Coordinating Group (NWCG) and other courses. Reference the National Annual Operating Plan for additional information.

VII. AVAILABILITY OF APPROPRIATED FUNDS.

The signatory agencies enter into this Agreement under the authority of the The Coast and Geodetic Survey Act (33 U.S.C. §§ 883d and 883e), and their respective organic and appropriation acts.

The ability of the parties to carry out their responsibilities under this Interagency Agreement is subject to their respective funding procedures and the availability of appropriated funds. Should any party encounter budgetary shortfalls which may affect the activities to be carried out under this Interagency Agreement, that party will provide timely notification to the other party in writing. The Wildland Fire Agencies' funding is identified as no-year funding.

The signatory agencies recognize that, given the current administrative process for payments for fire suppression activities, it is not feasible to obligate the full amount of funds that may be required pursuant to this Agreement, because this Interagency Agreement does not constitute a binding

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obligation under 31 U.S.C. § 1501 and since it cannot anticipate the specific goods or services for which payment will be requested, the individual payment amounts, or the responsible jurisdictional wildland fire management agency in each future case. This information can only be provided by Resource Orders executed when the goods or services are requested.

At the same time, the signatory agencies recognize that Resource Orders are insufficient to constitute a binding obligation under the statute because there is no evidence of intent to be bound, no authorized signatures are present, and no legal authorities are cited; however, these requirements are satisfied by this Interagency Agreement. The two documents, when taken together, contain all the elements required for an obligation under the statute. Hence, the signatory agencies agree that this Interagency Agreement shall automatically be incorporated by reference into any Resource Orders issued under it for IMET services and products, and that an obligation of funds will occur by the responsible agency at the time the NWS presents a copy of this Agreement and the Resource Orders for payment.

VIII. STATEMENT OF WORK.

Procedures for notification of and obtaining services from the NWS will be prepared and specified in the AOPs and in the Geographical Area and National Mobilization Guides. An electronic copy of the *National Mobilization Guide* can be viewed via www.nifc.gov by selecting "National Interagency Coordination Center." then selecting the "Policy" and "Reference Material" links to the National Mobilization Guide.

IX. TRANSFER OF FUNDS.

- A. Billing and collection procedures will follow the Intra-governmental Payment and Collection (IPAC) system process.
- B. Wildland Fire Suppression Activities: Obligation of funds and reimbursement of expenditures under this subsection are under the The Coast and Geodetic Survey Act (33 U.S.C. §§ 883d and 883e). This Agreement is automatically incorporated by reference into any Resource Order that is issued under it, constituting a binding obligation. The Wildland Fire Agencies warrant that they will ensure the funds will be available when the obligations are recorded. The recording of the obligations will occur upon the receipt of the billing/IMET Reimbursable Expense Report package that includes the Fire Weather Billing spreadsheet by the applicable Wildland Fire Agency from the NWS. Each NWS' billing/expenditures invoice will be endorsed, reference the Resource Order, confirm the dates of services, include the amount billed, and include data elements required under Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10: each party's Treasury Account Symbol (TAS)--also called appropriation code, Business Partner Network Number--also called DUNS number, and Business Event Type Code (BETC).--The billing/expense report package, inclusive of copies of this Agreement or reference to its applicable document number(s), the Resource Order(s) copy, and expenditure documentation, will define the specific services, supplied goods and costs for each order, and subsequent obligation and payment by the applicable jurisdictional Wildland Fire Agency.
 1. Reimbursement payments for suppression-related activities will be accomplished ^{via} submission of billing invoices by NWS, which are inclusive of copies of the Resource Orders that define

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the requested services and goods, and the expenditure back-up documentation to the responsible jurisdictional wildland fire agency. The NWS will not charge an administrative surcharge/indirect cost rate or any other expenditure that is not authorized under the Wildland Fire Agencies' Mobilization Guides, Handbooks and fully executed AOPs as identified in this Agreement and related to these activities. Items to be included are listed as follows.

- a. The fire name, jurisdictional unit, and incident number (The copy of the Resource Order generally includes this information as does the IMET Reimbursement Expense Form);
 - b. Applicable support documentation requirements and required agency data elements ;
 - c. A copy of this Interagency Agreement complete with signatures, or the agency's agreement document number for subsequent billings;
 - d. Identification (name and phone number) of NWS financial contact; and
 - e. IPAC billings are to be submitted to the appropriate payment center by the NWS within sixty (60)-days of completion of service.
2. It is the responsibility of the requesting agency/office to develop and process a unilaterally signed funding document, or as otherwise authorized through the individual agencies' policies, to obligate funds. It is also the responsibility of the requesting agency/office to:
- a. Conduct any required verification of costs, authorization of expenditures and reconciliation of payment;
 - b. Provide the document number of the funding obligation, required agency data elements and billing instructions to the NWS office that provided the service.
 - c. Provide information to NWS regarding which payment center to send the billings for processing;
- C. Non-Wildland Fire Suppression Activities: Activities requested under this heading are limited to unusual circumstances that require an on-site IMET and/or other technical support personnel to support landscape scale prescribed wildland fires, Burned Area Emergency Rehabilitation (BAER) Teams, and forecasting support for Long Term Fire Analyst (LTAN) input on wildland fires. The IMET must be requested through the Resource Order process. The obligation of funds, billings and payment functions will be accomplished pursuant to the process outlined above in Item B. of this Section and the The Coast and Geodetic Survey Act (33 U.S.C. §§ 883d and 883e). The USDA Forest Service however requires a separate, written Agreement for obligations and funding for non-suppression fire activities. The majority of IMET and/or other technical support to these activities is accomplished through Spot Weather Forecasts, which are provided by NWS without cost to the requesting agency.
- D. All-Hazard Emergency Incident Activities: Shall be accomplished pursuant to the National Response Plan and the applicable Emergency Support Function (ESF) policies and procedures. The Forest Service is the primary agency coordinator for the Wildland Fire Management Agencies, except for the operations that occur in the State of Alaska where the Bureau of Land Management is the operational lead. Related obligation of funds, billings and payments are to be accomplished separate from this Agreement and pursuant to the National Response Plan. As a Support Agency listed under the ESF #4 and in accordance with the policies and procedures, the Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service will bill the Department of Homeland Security, Federal Emergency Management Administration (FEMA) directly for all related costs for this activity.

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X. TERM OF AGREEMENT.

The effective date of this Agreement will commence upon full execution of the final signature by the identified signatory agencies, and will include appropriate accrued costs for continuation of service effective October 01, 2012, and shall remain in effect through September 30, 2017, 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 in accordance with Section XI. If this Agreement is extended, the extension must be in writing, and approved and signed by authorized signatories for the agencies.

XI. 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. Full credit shall be allowed for each affected party's expense and all non-cancelable obligations properly incurred up to the effective date of termination. The remaining signatories may continue the provisions of this Interagency Agreement as long as the NWS remains a signatory.

Nothing herein is intended to conflict with current DOC, USDA or DOI directives. If the terms of this Interagency Agreement are inconsistent with existing directives of either of the agencies entering into this Interagency Agreement, then those portions of the Interagency 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 Interagency Agreement, all necessary changes will be accomplished either by an amendment to this Interagency Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of all Parties.

XII. RESOLUTION OF DISAGREEMENT.

Should disagreement arise on the interpretation of the provisions or implementation of this agreement, the dispute shall be resolved pursuant to the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10: (Resolving Intra-governmental Disputes and Major Differences).

XIII. MODIFYING THE AGREEMENT.

Any signatory agency may initiate the modification of this Interagency Agreement to incorporate any changes that are mutually agreed to by the participants. Such modifications shall be in writing and shall identify the specific activities, the total amount of funds applicable to the modification, as appropriate, and any other pertinent details of the modification. 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.

XIV. PRINCIPAL CONTACTS.

The Points of Contact are responsible for coordinating an annual review of the currency and

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adequacy of this Agreement among the signatories, and/or their designees. Changes to the Points of Contact can be made by written notification to the participating agencies.

National Weather Service:

National Fire Weather Program Manager
Heath Hockenberry
National Weather Service
3833 South Development Ave.
Boise, ID 83705
208/334-9862 – Office
heath.hockenberry@noaa.gov

Interagency Wildland Fire Agencies:

National Predictive Services
Edward Delgado
National Interagency Fire Center
3833 South Development Ave.
Boise, ID 83705
208/387-5451- Office
edelgado@blm.gov

XV. DEFINITIONS.

See NWCG Glossary of Fire Weather Terminology (www.nwcg.gov/pms/pubs/glossary)


XVI. SIGNATORY.

This Agreement shall be effective with and upon full execution of the final signature by the identified signatory agencies.

(See Attached, final page for signature)


David Caldwell, Director
Office of Climate, Water and Weather Services
DOC, NOAA, National Weather Service

Date




Timothy M. Murphy, Deputy Assistant Director
Fire and Aviation (Boise)
DOI, Bureau of Land Management

9/28/12
Date



Julie Visser, Supervisory Procurement Analyst
DOI, Bureau of Land Management- Fire and Aviation

9/28/12
Date



John Segar, Chief

9/26/12
Date

Interagency Agreements

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Branch of Fire Management
DOI, Fish and Wildlife Services

Billie Farrell
Billie Jo Farrell, Administrative Officer
DOI, Fish and Wildlife Services

9/26/12
Date

Lyle Carlisle
Lyle Carlisle, Director
Branch of Fire Management
DOI, Bureau of Indian Affairs

9/26/12
Date

Kevin M. Kelly
Kevin Kelly, Contracting Officer
Bureau of Indian Affairs - Division of Acquisition

9/28/2012
Date

William Kaage
William Kaage, Chief
Branch of Wildland Fire
DOI, National Park Service

9/28/12
Date

Sheila Williams
Sheila Williams, Agreements Specialist
DOI, National Park Service

9/26/12
Date

Cheryl R. Motis
for Tory Henderson, Acting Assistant Director, Operations

9/27/12
Date

Interagency Agreements

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David Caldwell, Director
Office of Climate, Water and Weather Services
DOC, NOAA, National Weather Service

9/26/12

Date

Timothy M. Murphy, Deputy Assistant Director
Fire and Aviation (Boise)
DOI, Bureau of Land Management

Date

Julie Visser, Supervisory Procurement Analyst
DOI, Bureau of Land Management- Fire and Aviation

Date

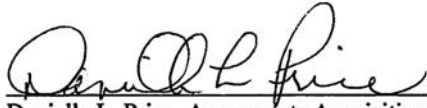
John Segar, Chief

Date

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Fire and Aviation Management
USDA, Forest Service



Danielle L. Price, Agreements Acquisition Management
USDA, Forest Service- Fire and Aviation Management

9-27-12
Date

Interagency Agreements

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, and Bureau of Reclamation (Law Enforcement)

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 (LAW ENFORCEMENT)

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, and Titles 16 U.S.C. 1a-6, 43 U.S.C. 1733, 16 U.S.C. 7421(b), 25 U.S.C. Chapter 30, Section 2804 and 16 U.S.C. 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 if 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 office 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 or 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 to Park Superintendent, or Area Director to Regional Forester. This authority may be delegated by the Manager-In-Charge.

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2. The request may be oral, and arrangements for determining reimbursement for expenses of the responding unit shall be agreed to in advance, or 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 U.S.C. 1535.
3. No investigation, 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. Request 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 is 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-Designations

1. In all cases, it shall be 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

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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 U.S.C. 1535. The details of all cross-designations shall be recorded in 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 the 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 Unger
Chief, U.S.D.A. Forest Service

Date: 4/05/94

/s/ SIGNATURE UNKNOWN
Director, National Park Service

Date: 1/06/93

/s/ Jim Baca
Director, Bureau of Land Management

Date: 1/04/94

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

Date: 3/14/94

/s/ Carol A. Bacon
Acting Deputy Commissioner
Bureau of Indian Affairs

Date: 12/28/93

/s/ Daniel Beard
Commissioner
Bureau of Reclamation

Date: 12/20/93

/s/ SIGNATURE UNKNOWN
Director of Operations

Date: 12/13/93

Interagency Agreements

ADDENDUM

This MOU shall not restrict the investigative activities conducted by the U.S. Fish and Wildlife Service (Service), Division of Law Enforcement (Division), within the scope of its existing legislative authority. Unlike other Department of Interior Bureaus, the jurisdiction and responsibility of the Service's Division encompasses all lands and waters of the United States and its territories. The Division utilizes covert techniques to investigate and apprehend individuals involved in violation of wildlife law. Many of these covert investigations continue for several months or years before completion. For purposes of safety and security, Service investigations, particularly covert operations, will be conducted on a need-to-know basis only.

Interagency Agreements

International Emergency Assistance Response Process – Operating Plan for USDA Forest Service

INTERNATIONAL EMERGENCY ASSISTANCE RESPONSE PROCESS AN OPERATING PLAN FOR USDA FOREST SERVICE

Introduction

A 1985 Agreement between the U.S. Agency for International Development/Office of U.S. Foreign Disaster Assistance (OFDA) and USDA/Foreign Agricultural Service/International Cooperation and Development (FAS/ICD) established the Disaster Assistance Support Program (DASP) within the Forest Service's International Programs Staff. DASP provides direct support to OFDA in the areas of disaster response, technical assistance, training, preparedness planning, and operational backing.

The purpose of this Operating Plan is to define the emergency response process whereby decisions are made and individuals and/or equipment and supplies are mobilized to assist OFDA on international disasters. It is important that roles and responsibilities are clearly understood so that the right people are informed in a timely manner, ensuring an effective, efficient response.

Decision Criteria

The decision to support or not support an international disaster emergency assistance request from OFDA will be made by the DASP. The following criteria will help guide the extent of the Forest Service involvement in international disaster assistance:

1. Is the emergency assignment to a potentially violent or unstable area? Is there adequate security?
2. Will the international mobilization adversely affect the Forest Service's ability to respond to a domestic emergency?
3. Will the type of disaster involve significant health and safety threats to FS personnel?
4. Will large numbers of personnel be requested for a long duration?

Decision Process for Fire and Aviation Management Resources

When the emergency assistance requested by DASP through OFDA is for Fire and Aviation Management resources (F&AM personnel or NIFC supplies/equipment), the procedure for approval is to contact only one of the following individuals in prioritizing order, and to provide that person with a situation report. DASP personnel will make this initial contact through the following call list:

- | | | |
|----|------------------|---------------------------------------|
| 1. | NICC Coordinator | (208) 387-5400 |
| 2. | Alice Forbes | (208) 387-5605 |
| 3. | Dale Dague | (202) 205-1500 |
| 4. | John Schulte | (505) 842-3252 (w) (505) 362-7014 (c) |

NICC will contact others on the list or the WO Duty Officer, who will notify the Director F&AM of the request, the proposed response, and obtain a decision on Fire and Aviation Management involvement.

Deployment Procedures for Disaster Assistance Response Teams (DART)

A request for disaster response personnel typically follows the steps below:

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1. DASP receives a request from OFDA for specific assistance on a DART or assessment team. The decision on the degree of FS participation is made by DASP. (Deputy Chief, State and Private Forestry decides for F&AM resources.)
2. If equipment or supplies are being requested, DASP prepares and provides a situation status report that includes a summary of personnel, equipment, and/or supplies being requested to F&AM. If the requested items come through NIFC, F&AM transmits the initial request to NIFC.
3. Identification of potential DART members who will be asked to respond to an international disaster is accomplished in several ways, depending on the nature of the assignment:
 - A. Selection of DASP personnel to participate on the assignment.
 - B. From the disaster responder database roster maintained by DASP. This includes identified individuals who have been trained by DASP who have appropriate skills for the particular function requested, such as logistics, communications, aerial operations, landslide hazards, etc.
 - C. On a case-by-case basis, DASP may name request an individual from the Regions or NIFC based on a roster search, requirements for bilingual skills, prior international or country specific experience, or specialized skills or training.
4. Request for personnel is normally accomplished through the Regional Forester or F&AM (for F&AM resources).
5. DASP through FS/International Programs starts the official paperwork related to deployment (FAS/ICD is the back-up mechanism), including preparation of a DASP funded Travel Authorization (AD-202) for the employee's round-trip travel from home unit to the affected country, and sending cables and telegrams to foreign field offices for clearances. DASP contacts the employee concerning travel arrangements and to work out details related to deployment.
6. DASP contact International Programs' travel staff to secure Official Passports for travelers.
7. The base salary cost of an assignment will be negotiated.
8. Authorized and verified overtime on disaster response will be paid by OFDA through DASP. Overtime must specifically be authorized and approved by the DART Team Leader or USAID staff in the affected country and the Assistant Director for DASP. The Team Leader approves overtime on time sheets.
9. DASP and/or OFDA will maintain information on the location and status of personnel on disaster assignments and pass this information to the home units.
10. Monitoring and evaluating the disaster response and the changing conditions associated with the disaster concerning FS involvement is the responsibility of DASP.
11. A briefing in Washington, DC prior to departure will normally be scheduled. A debriefing in Washington may also be scheduled as necessary and determined by OFDA or DASP.
12. Reimbursement to the home unit of authorized employee overtime on the assignment is done by DASP through a job code upon receipt of overtime costs calculations from the home unit following the assignment.
13. Completed Travel Vouchers are submitted to DASP upon return from the assignment.

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14. On rare occasions, FS employees may be deployed under a Travel Authorization issued by OFDA or FS directly. In that instance, DASP will issue a non-funded Travel Authorization.
15. The decision on an employee's availability ultimately rests with employee's home unit.

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Bureau of Land Management, Assistant Directorate – Resource Use & Protection, Office of Fire and Aviation Management, International Program

BUREAU OF LAND MANAGEMENT ASSISTANT DIRECTORATE – RESOURCE USE & PROTECTION OFFICE OF FIRE AND AVIATION MANAGEMENT

INTERNATIONAL PROGRAM

Request for International Assistance Operating Plan

Introduction

A 1985 Agreement between the U.S. Agency for International Development (USAID) and USDA's Foreign Agricultural Service/International Cooperation and Development (FAS/ICD) established a Disaster Assistance Support Program (DASP) within the Forest Service's International Programs Staff. DASP provides direct support to USAID's Office of Foreign Disaster Assistance (OFDA) in terms of disaster prevention, preparedness, technical assistance, and emergency relief. The Bureau has provided support to OFDA through DASP as an extension of the domestic Fire and Aviation programs and within the intent of the Joint USDI Agencies and USDA Forest Service Interagency Fire Agreement, No. 83-SIE-001, (WO-187).

The purpose of this Operating Plan is to define the request process for BLM employees to be mobilized to assist OFDA through DASP on international disasters. This Operating Plan is not meant to define the ordering and mobilization of resources for requests received by NICC from DASP to respond to international wildland fire disasters.

Notification Process for International Disaster Assistance Request

When BLM assistance for an international disaster is requested through DASP to meet an OFDA request, the procedure to implement BLM involvement will be for DASP to contact Tom Frey, International Program (IP) Coordinator for the National Office of Fire and Aviation, or Connie Lewis, International Program Specialist.

1. Tom Frey: (208) 387-5167, FAX (208) 387-5914, Cell Phone (208) 863-6216.
2. Connie Lewis: (208) 387-5354, FAX (208) 387-5914.

Decision Criteria

The decision to accept the request will be made by the Director, National Office, Fire & Aviation Management, with input from IP. The following questions will help guide the extent of the Bureau's involvement in international disaster assistance:

1. Will the international mobilization adversely affect the Bureau's ability to respond to a domestic emergency?
2. Will the type of natural disaster involve significant health and safety threats to Bureau personnel?

Disaster Assistance Procedures

A request for assistance from BLM will typically be handled in the following manner:

Interagency Agreements

1. The request for Bureau assistance that includes a summary of the personnel, equipment, and/or supplies being requested will be transmitted from DASP to IP. The decision criteria will be evaluated, and if met, the individual(s), supplies/equipment will be identified, requested, and mobilized by IP. With all such requests, the ultimate commitment to such an assignment rests with the individual's home unit. The information concerning the individual(s) or supplies/equipment requested will be passed on to the NIFC Budget and Evaluation Office for tracking of reimbursable expenses. A reimbursable account with DASP is renewed yearly.
2. IP will continue direct communication with DASP as the mobilization process continues.
3. The nature of the assignment will define the selection criteria for individuals:
 - a. Personnel who have completed Disaster Assistance Response Team (DART) Training.
 - b. Selection of individuals based on requested skills, requirements for bilingual skills, prior international experience, or specialized training.
4. The mobilization process will involve IP, the individuals being mobilized, and the home unit. The home unit is responsible for issuing the travel authorization. All expenses associated with travel for this assignment are reimbursable.
5. IP will inform the mobilized individual of the name and phone number of the DASP and OFDA contact person.
6. DASP/OFDA will track the location and status of personnel who have been dispatched to an emergency assignment.
7. Monitoring and evaluating the disaster response and the changing conditions associated with the disaster will be a responsibility of OFDA/DASP with feedback to IP.

Interagency Agreements

Interagency Memorandum of Agreement between U.S. Department of Agriculture – Forest Service, U.S. Department of the Interior – Bureau of Land Management, and United States Army – Special Operations Command

INTERAGENCY MEMORANDUM OF AGREEMENT BETWEEN U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT AND UNITED STATES ARMY SPECIAL OPERATIONS COMMAND

Subject: Interagency Airborne Operations, Rough Terrain Parachute Training, and Technical Exchange

1. **Purpose.** This Interagency Memorandum of Agreement sets forth responsibilities of the United States Army Special Operations Command (USASOC), the United States Department of Agriculture Forest Service, and the U.S. Department of the Interior, Bureau of Land Management (BLM) enabling the Forest Service and BLM pilots and aircraft to conduct operations and training with USASOC personnel; and promotes the exchange of technical information and support between the Forest Service Missoula Technology Development Center (MTDC) and the USASOC. This single Agreement will consolidate all previous agreements entered into between the Forest Service, BLM, and USASOC and their subordinate organizations.
2. **Reference.** This Agreement is in accordance with the provisions of Section 601 of Economy Act of June 30, 1932 (32 U.S.C. 1535). It includes and supersedes all existing agreements between USASOC, its subordinate units, and the Forest Service regarding combined training and technical exchange.
3. **Situation.** The Forest Service has participated with USASOC units in training exercises and also provided rough terrain parachute training through its Smokejumper Program. This involvement has been ad hoc and administered by individual agreements between subordinate Forest Service and USASOC organizations. The continuing increase of USASOC's need for rough terrain parachute training and also aircraft to perform a variety of tactical training tasks requires centralized prioritizing and scheduling of these activities at the headquarters level. It also provides an opportunity to exchange technical information and support in these common areas. Forest Service and BLM aerial attack operations are consistent with and compatible to USASOC operations. Technical requirements for modifying aircraft and equipping personnel for rough terrain parachute operations for these organizations are also compatible and overlap in many areas. Forest Service, BLM, and USASOC will benefit from an exchange of technical information and support in these common areas.
4. **Scope.** This Memorandum outlines the points of contact, routines, formats, responsibilities, and authority for conducting operations, rough terrain parachute training, and the exchange of technical information. This Agreement does not constitute a commitment by either agency to provide any support, except in those instances mutually agreed to by both parties. When USASOC interacts with either Forest Service or BLM, it will be in accordance with this Agreement.

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5. **Understandings, Agreements, Support, and Resource Requirements for Airborne Operations.**

a. **General.**

- (1) All operations will be conducted in accordance with USASOC Regulation 350-2, Airborne Operations, and the appropriate Forest Service or BLM Aviation directives. When these directives are in conflict, operations will comply with the more restrictive application or as supplemented by the “User’s Guide.”
- (2) Single points of contact for coordination and scheduling of all training activities will be USASOC AOOP-TP and the Boise Interagency Fire Center (BIFC).
- (3) Forest Service and BLM retain control of all Aviation assets and may withdraw them without prior notice from any and all training activities to fulfill their fire suppression commitments.
- (4) USASOC accepts Forest Service and BLM aircraft as is and without modification. Forest Service and BLM are not liable for injuries occurring to USASOC personnel while using Forest Service or BLM aircraft.

b. **United States Army Special Operations Command will:**

- (1) Develop and maintain “User’s Guide” containing procedures and operational restrictions for aircraft operations with the Forest Service and BLM.
- (2) Coordinate all airfield, airspace, drop zone, and aircraft servicing requirements to support operations to include airdrop airspace/NOTAMS, landing rights, and aircraft parking/storage for Forest Service and BLM aircraft.
- (3) Coordinate messing, billeting, and ground transportation for Forest Service and BLM personnel supporting airborne operations.
- (4) Investigate all accidents/incidents directly related to training and coordinate investigation with Forest Service and BLM.
- (5) Reimburse Forest Service or BLM for all aircraft operating costs to include positioning/de-positioning aircraft, operations, aircraft servicing not provided by USASOC, Forest Service, and BLM personnel per diem, lodging, and travel costs in support training.
- (6) Reimburse Forest Service and BLM for aircraft damage directly related to training and the negligent acts of USASOC personnel. Forest Service and BLM will retain complete ownership of such damaged aircraft.
- (7) Reimburse Forest Service and BLM through their respective national centers for all accountable activities at the end of each fiscal year.

c. **Forest Service and BLM will:**

- (1) Support USASOC in developing and maintaining the “User’s Guide.”
- (2) Provide USASOC with a comprehensive billing rate schedule for all reimbursable items as an attachment to this Agreement.

Interagency Agreements

- (3) Provide USASOC a complete and detailed list of charges for activity within 90 days of completion.
 - (4) Cooperate as required by USASOC in accident/incident investigations.
6. **Understandings, Agreements, Support, and Resource Requirements for Rough Terrain Parachute Training.**
- a. **General**
 - (1) Rough terrain parachute training may be conducted by residences at an accredited Smokejumper Training Facility or by Forest Service and BLM mobile training teams at an approved USASOC Training Facility.
 - (2) Points of contact for scheduling and coordination are USASOC AOO-TP and the Boise Interagency Fire Center.
 - b. **United States Army Special Operations Command will:**
 - (1) Reimburse Forest Service and BLM for all messing, billeting, ground transportation, and flight hours used during training in residence at a Smokejumper Training Facility.
 - (2) Provide Forest Service and BLM mobile training team personnel messing, billeting, and ground transportation.
 - (3) Coordinate training facilities, aircraft, drop zones, and drop zone personnel for Forest Service and BLM training teams.
 - (4) Reimburse Forest Service and BLM for per diem, lodging, and travel costs incurred by mobile training team personnel.
 - (5) Provide all parachutes, air items, and rigger support for training activities at USASOC sites.
 - (6) Investigate all accidents/incidents.
 - (7) Accept all Forest Service and BLM equipment as is and reimburse these agencies for any equipment damaged, lost, or destroyed by negligence.
 - c. **Forest Service and BLM will:**
 - (1) Coordinate aircraft support, training facilities, transportation, messing, billeting, and instructor support for USASOC personnel in residence.
 - (2) Provide parachute loft facilities and rough terrain parachuting gear (except parachutes and air items) for USASOC students in residence.
 - (3) Provide instruction in aircraft exit and parachute landing techniques using rough terrain gear; tree climbing and letdown procedures; spotting techniques; and general principles of rough terrain parachute operations.
 - (4) Provide USASOC with a comprehensive billing rate schedule for all reimbursable items as an attachment to this Agreement.

Interagency Agreements

Smokejumper Agreement

Interagency Agreement between the U.S. Department of Interior – Bureau of Land Management, and U.S. Department of Agriculture – Forest Service, for the Joint Operation of Smokejumper Resources

**INTERAGENCY AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
AND
U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
AND
JOINT OPERATION OF SMOKEJUMPER RESOURCES**

I. PURPOSE

To establish the interagency guidelines covering present and future operations of smokejumpers to assure efficient and effective use of these resources for the agencies.

II. AUTHORITY

- A. Interagency Agreement between the United States Department of the Interior and the United States Department of Agriculture, dated October 1, 1982.
- B. Economy Act of June 30, 1932, as amended (31 U.S.C. 1535).
- C. Specific authorities of the Forest Service to engage in aviation and fire suppression activities or to cooperate with others in this regard include: 16 U.S.C. 572 (c), 578, 579 (a), 579 (b), 580, 580 (a).
- D. Specific authorities for the Bureau of Land Management to engage in aviation and fire suppression activities with other include:
 - 1. Protection Act of 1922 (42 Stat. 857, 26 U.S.C. 594).
 - 2. Reciprocal Fire Protection Agreement Act of 1955 (69 Stat. 66, 42 U.S.C. 1856 (a) (b)).
 - 3. Public Land Administration Act of 1960 (74 Stat. 506, 43 U.S.C. 1361).
 - 4. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1737-1738).

III. AGREEMENT

Whereas the Forest Service and the Bureau of Land Management have similar purpose and mission requirements, and the need to share smokejumper resources in fire suppression activities and other land management practices, they agree to the following:

- A. An Annual Operating Plan will be developed and approved by the agencies' designated representatives prior to December the first annually. This Plan must contain exchange arrangements, equipment needed, administrative and operational requirements, and fiscal provisions. This Plan becomes a part of this signed Agreement.
- B. Each agency will, upon request, furnish specific fire suppression cost information for billing to third parties. Billings will be initiated by performing units. Forest Service units will send billing to BLM Denver Service Center, D-515, Building 50, Denver, CO. 80225. BLM units will send billing to appropriate Forest Service Regional Office.

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- C. Nothing in this Agreement shall be construed to limit either party in requesting additional smokejumpers from the other on an emergency basis at any time period. This type fire order is based upon availability at the time of the order. Release of these smokejumpers is based upon the end of the fire emergency and/or request by the supplying agency.
- D. This Agreement, which establishes interagency smokejumpers operations, becomes effective upon signature by the respective agencies. This Agreement may be changed any time by mutual agreement of the respective agencies, except during the period April 1 through September 30 annually.

DEPARTMENT OF THE INTERIOR

DEPARTMENT OF AGRICULTURE

/s/ Arnold E. Petty
Bureau of Land Management

/s/ Gary E. Cargill
Forest Service

Date: 4/10/85

Date: 4/12/85

Interagency Agreements

Modular Airborne Firefighting System Agreements

Agreement between North Carolina Department of Natural Resources and Community Development, Division of Forest Resources, and Forest Service – United States Department of Agriculture

**AGREEMENT
BETWEEN
NORTH CAROLINA DEPARTMENT OF NATURAL RESOURCES
AND COMMUNITY DEVELOPMENT
DIVISION OF FOREST RESOURCES
AND
FOREST SERVICE
UNITED STATES DEPARTMENT OF AGRICULTURE**

WITNESSETH:

WHEREAS, the Forest Service maintains Modular Airborne Fire Fighting System (MAFFS) equipment for use in fire suppression, and

WHEREAS, the State desires to utilize the Modular Airborne Fire Fighting System equipment and services of the Forest Service in emergency situations, and

WHEREAS, it is the desire of both parties to minimize response time in the employment of the Modular Airborne Fire Fighting System equipment.

NOW THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

THE FOREST SERVICE SHALL:

1. Provide two Modular Airborne Fire Fighting Systems for temporary use by the State in wildfire emergency situations. When the Forest Service has need of the Modular Airborne Fire Fighting System for its own use, the Forest Service will redirect it to Federal service.
2. Furnish qualified Modular Airborne Fire Fighting System liaison officers for each activation request by the State.
3. Furnish qualified Air Tanker Coordinators to the State at each activation request. Air Tanker Coordinator will be Forest Service Lead Plane Pilot, if available. If no Forest Service Lead Plane Pilot is available, a State Air Tanker Coordinator will be assigned to the Modular Airborne Fire Fighting System units.
4. Bill the State for salaries and expenses of the Air Tanker Coordinators and the expenses of the Forest Service Liaison Officer.
5. Retain ownership of the two Modular Airborne Fire Fighting Systems.

THE STATE SHALL:

1. Notify the Forest Service, Region 8 Aviation and Fire, Atlanta, Georgia, immediately upon activation of the Modular Airborne Fire Fighting System.
2. Use only Forest Service approved retardants.

Interagency Agreements

3. Acquire updated communications (radios and harness) to meet joint Forest Service/State air tanker radio communication requirements.
4. Return the Modular Airborne Fire Fighting System units to the Forest Service in the same condition as received. All maintenance and operating costs will be paid by the State.
5. Upon presentation of a Bill for Collection, reimburse the Forest Service for salaries and expenses, including overhead, of the Air Tanker Coordinators and the expenses of the Liaison Officer. Reimbursement to the Forest Service shall be made payable to the USDA Forest Service, for deposit to the appropriation originally obligated. Mail to: Collection Officer, USDA Forest Service, Room 890, 1720 Peachtree Road, NW, Atlanta, GA 30367.

IT IS MUTUALLY AGREED:

1. Forest Service/State will jointly determine what suitable and available aircraft located within two hours of the Raleigh, North Carolina area.
2. When multiple structures are involved or immediately threatened and all local areas (2 hour timeframe) airtankers are committed and other contract aircraft (outside local area) cannot be moved into the local area within 2 hours, the Governor of North Carolina (State Forester), through the Division of Emergency Management, may order the North Carolina National Guard C-130's at Charlotte, North Carolina, activated for air tanker assignment under the State Mutual Air Agreement. Forest Service agrees that when this activation takes place, the two Modular Airborne Fire Fighting System units assigned and located at Charlotte, North Carolina, will be included in the activation order.
3. The Raleigh, North Carolina, Division of Forestry Headquarters will be the principle unit to approve the activation request after they assure themselves that the contract air tanker fleet (State and Forest Service) is committed and/or unavailable.
4. Any additional Modular Airborne Fire Fighting System requests will come through normal channels and be requested from National Interagency Fire Coordination Center (NICC).
5. Modular Airborne Fire Fighting System liaison will be established during all activation.
6. North Carolina Air Guard (Charlotte) will train and hold periodic exercises so they can meet the 2-hour activation period. During long periods of inactivity, the State may conduct occasional one-mission exercises on their fires to test response time.
7. The State will look into a retardant reload capability at Charlotte, North Carolina. Initial dispatch will be to activate and load Modular Airborne Fire Fighting System unit, fly to Kinston, North Carolina, or other approved State tanker base, and fill with retardant.

MISCELLANEOUS CONDITIONS:

1. No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for this general benefit.
2. Either party may terminate the Agreement by providing 30 days written notice. Unless terminated by written notice, this Agreement will remain in force indefinitely.
3. The United States of America shall not be liable for any damage incident to the performance of work under this Agreement, and the State expressly waives any and all

Interagency Agreements

claims against the United States of America for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

/s/ Harry Layman
State Forester
Division of Forest Resources

Date: 7/13/88

/s/ LeRoy Jones
Regional Forester
Southern Region

Date: 7/28/88

Interagency Agreements

Agreement between California – Department of Forestry, the National Guard, and USDA – Forest Service, Pacific Southwest Region

AGREEMENT BETWEEN CALIFORNIA – DEPARTMENT OF FORESTRY, NATIONAL GUARD, AND USDA – FOREST SERVICE, PACIFIC SOUTHWEST REGION

This Agreement, made and entered into by and between the USDA, Forest Service, Pacific Southwest Region, hereinafter referred to as the Forest Service, and California Department of Forestry, California National Guard, hereinafter referred to as the State, under the provisions of the Act of April 24, 1950 (16 U.S.C. 572 and 580), and Memorandums of Understanding between the Department of Defense and Departments of Agriculture and Interior.

WITNESSETH:

WHEREAS, the Forest Service maintains Modular Airborne Fire Fighting System equipment (MAFFS) for use in fire suppression and is willing to make available to assist the State in its fire suppression efforts, and

WHEREAS, the State desires to utilize the Modular Airborne Fire Fighting System equipment and services of the Forest Service in emergency situations, and

WHEREAS, it is the desire of both parties to minimize response time in the employment of the Modular Airborne Fire Fighting System equipment.

NOW THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. THE FOREST SERVICE SHALL:

1. Loan the two (2) Van Nuys Modular Airborne Fire Fighting Systems to the State in emergency situations. When the Forest Service has need of the Modular Airborne Fire Fighting System for its own use, the Forest Service will redirect it to Federal service through the National Mobilization Plan.
2. Furnish qualified MAFFS liaison officers for each activation request by the State, until the State can provide qualified personnel.
3. Furnish qualified Air Tanker Coordinators to the State at each activation request. Air Tanker Coordinator will be Forest Service Lead Plane Pilot, if available. If no Lead Plane Pilot is available, a State Air Tanker Coordinator (non-pilot) will be assigned to the (MAFFS) coordination until a qualified Air Tanker Coordinator is available. The Forest Service Air Tanker Coordinator positions are highest priority and will be activated as soon as possible.
4. Bill the State for all costs, including overhead, related to its providing the services of the Air Tanker Coordinators, the Forest Service Liaison Officer, and any maintenance service requested in accordance with Provisions B. 5. of the Agreement.

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B. THE STATE SHALL:

1. Upon presentation of a Bill for Collection, reimburse the Forest Service for all costs defined in A. 4. above. Reimbursement to the Forest Service shall be made payable to the United States Department of Agriculture Forest Service for deposit to the appropriation originally obligated. Mail to:

Collection Officer
United States Department of Agriculture, Forest Service
630 Sansome Street
San Francisco, CA 94111
2. Use only Forest Service approved retardants.
3. Return the Modular Airborne Fire Fighting System units to the Forest Service in the same condition as received. All maintenance and operating costs incurred during California Department of Forestry operations will be paid by the State.
4. Notify the Forest Service through South Zone OCC immediately upon activation. South Zone will notify Region 5 Aviation and Fire Management and the National Interagency Fire Coordination Center.
5. Provide maintenance service during operation through use of Forest Service maintenance contractors or Forest Service approved personnel.
6. Be liable for the cost of repair or depreciated value of either MAFFS unit lost, damaged, or destroyed while in the possession or under the control of the State unless such loss, damage, or destruction is the result of an intentional tort by the Forest Service employee.

C. IT IS MUTUALLY AGREED THAT:

1. State will study what suitable and available aircraft are located within two (2) hours of the Van Nuys, California area.
2. When multiple structures are involved or immediately threatened and all local area (2 hour timeframe) airtankers are committed and other contract aircraft (outside local areas cannot be moved into the local area within 2 hours), the Governor of California (Director of Forestry) can order the California National Guard C-130's at Van Nuys activated for air tanker assignment under the State Mutual Aid Agreement. Forest Service agrees that when this activation takes place, the two Modular Airborne Fire Fighting System units assigned and located at Van Nuys, California, also be included in the activation order.
3. The State's Department of Forestry Headquarters (Sacramento) will be the principle unit to approve the activation request after they assure themselves that the contract air tanker fleet (State and Forest Service) is committed and /or unavailable.
4. Any additional Modular Airborne Fire Fighting System requests will come through normal channels and requested from the National Interagency Coordination Center.
5. Media releases will be jointly issued by the State and Forest Service during the activation.

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6. In the event a Modular Airborne Fire Fighting System unit becomes inoperative and a replacement is needed, the State will request the Assistant Regional Forester for Aviation and Fire Management to provide a replacement unit.
7. If the fire situation continues to worsen after State activation, the State may request National Mobilization of Modular Airborne Fire Fighting System at which time the program will be operated as a Federal activity.
8. An Annual Operation Plan will be developed by the State/Forest Service/California National Guard and signed prior to May 15th. The Plan will include this Agreement, a list of qualified personnel, an activities checklist, and a list of bases approved for operation. (See attached.)
9. The State and the California National Guard may use Modular Airborne Fire Fighting System units for training purposes upon notification of South Zone Operations Coordination Center.
10. The State will assign an Air Tanker Base Manager to the operation upon activation.
11. An operational Command Center will be identified for the Modular Airborne Fire Fighting System operation (Regional Office Emergency Command Center).
12. The Forest Service will provide an Agency Representative during activation.
13. Only personnel essential to the mission will be transported aboard aircraft during the fire mission.
14. The assigned qualified Modular Airborne Fire Fighting System Liaison Officer is the person in charge of the Modular Airborne Fire Fighting System operation.

MISCELLANEOUS CONDITIONS:

1. No member or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but the provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
2. Either party may terminate the Agreement by providing 30 days written notice. Unless terminated by written notice, this Agreement will remain in force indefinitely.
3. The United States of America shall not be liable for any damage incident to the performance of work under this Agreement to the State or any landowners for any damage, personal injury, or death occurring in consequence of the performance of this Agreement, and to the extent

authorized by law, the State agrees to defend and hold harmless the United States of America from any claims arising as a result of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

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/s/ Willard Shank
Adjutant General
California National Guard

Date: 7/07/86

/s/ Jerry Partan
Director
California Department of Forestry

Date: 7/07/86

/s/ Richard E. Montaque
for Regional Forester
Pacific Southwest Region

Date: 12/05/86

Interagency Agreements

Collection Agreement between Wyoming State Forestry Division and the Forest Service – United States Department of Agriculture

COLLECTION AGREEMENT BETWEEN WYOMING STATE FORESTRY DIVISION AND FOREST SERVICE UNITED STATES DEPARTMENT OF AGRICULTURE

This Collection Agreement is made and entered into by and between the Wyoming State Forestry Division, hereinafter referred to as the State, and the Forest Service, United States Department of Agriculture, hereinafter referred to as the Forest Service, under the provisions of the Department of Agriculture Organic Act of 1944 (16 U.S.C. 580) and ACC Operations Order 36-95, Coronet Forest.

The Forest Service previously entered into an Interagency Cooperative Fire Protection Agreement (#1102-0005-96-013, April 9, 1996) with the State of Wyoming in accordance with Acts of Congress and Wyoming Revised Statutes. That Agreement remains in effect.

I. PURPOSE

The purpose of this instrument is to initiate an agreement whereby the Forest Service will make available its Modular Airborne Fire Fighting System (MAFFS) to the State Air National Guard unit.

Both the State and the Forest Service have a strong interest in the control of wildfire emergency situations. Both parties wish to minimize response time in the deployment of the MAFFS equipment. The State desires to utilize the MAFFS equipment and the services of Forest Service personnel in support of MAFFS equipment in emergency situations.

II. THE STATE SHALL:

1. Notify the Forest Service, Fire and Aviation at the National Interagency Fire Center (NIFC), to request activation of the MAFFS.
2. Use only Forest Service approved retardants.
3. Maintain up-to-date communication equipment (radios and harness) to meet joint Forest Service/State air tanker radio communication requirements.
4. Return the MAFFS units to the Forest Service in the same condition as received. All maintenance and operating costs will be paid by the State, to include salary and expenses of MAFFS maintenance personnel. The point of return will be the base from which the stored MAFFS units were mobilized.
5. Upon presentation of a Bill for Collection, reimburse the Forest Service for salaries and expenses, including overhead, of the Liaison Officer, maintenance personnel, and, when applicable, Air Tanker Coordinators, support staff, and Air Tanker Base Manager. Reimbursement to the Forest Service shall be made payable to the USDA, Forest Service, for deposit to the appropriation originally obligated. Mail to: Collection Officer, USDA, Forest Service, Rocky Mountain Fiscal Officer, P.O. Box 25127, Lakewood, CO 80225.

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Any Forest Service bills for collection will be sent to the State Forester at the address listed under Part IV, Number 15, Principal Contacts.

6. Ensure that the MAFFS Operating Plan is followed.
7. Operate the MAFFS under all conditions outlined in the ACCOPORD 36-95 Coronet Forest, 12/95 or as updated by the MAFFS Operating Plan.
8. Use only qualified maintenance personnel identified in the USDA, Forest Service MAFFS Operating Plan prepared by the NIFC.
9. Designate a State Forestry Division representative to coordinate with Mission Commander and MAFFS Liaison at base of operations.
10. Hold Harmless. The State hereby agrees to defend and hold harmless the USDA, Forest Service, its representatives, or employees from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

III. THE FOREST SERVICE SHALL:

1. Upon receipt of a request through the NIFC, provide two MAFFS for temporary use by the State in Wyoming in wildfire emergency situations. When the Forest Service has need of the MAFFs for other emergency uses, the Forest Service will redirect to Federal Service through established channels.
2. Furnish qualified MAFFS Liaison Officers and Air Tanker Base Managers for each activation requested by the State. The State may provide qualified Air Tanker Base Managers.
3. Upon request, furnish qualified Air Tanker Coordinators to the State for each activation. A qualified State Air Tanker Coordinator may be assigned to the MAFFS units.
4. Retain ownership of the MAFFS.
5. Bill the State for reimbursement of salaries and expenses of the Forest Service Liaison Officer and, when assigned, Air Tanker Coordinator (lead plane pilot and aircraft), Air Tanker Base Manager, maintenance personnel, and other assigned staff as outlined in the Operating Plan ordering procedures.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

1. This Agreement can only be activated when multiple structures are involved or immediately threatened and all local area (2 hour timeframe) airtankers are committed and other aircraft (outside local areas) cannot be moved in to the local area within 2 hours. In these circumstances, the Governor of Wyoming through Wyoming's Emergency Management may order the Wyoming National Guard C-130's at Cheyenne, Wyoming, activated for air tanker assignment under the current Memorandum of Understanding. Forest Service agrees that when this activation takes place, the two MAFFS units assigned and located at Cheyenne, Wyoming, may be included in the activation order.
2. Forest Service at the NIFC in coordination with the State will jointly determine what suitable and available aircraft are located within two hours of the Cheyenne, Wyoming area.

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3. The State Forestry Division Headquarters will be the principle unit to approve the activation request after they assure themselves that the contract air tanker fleet (State and Forest Service) is committed and/or unavailable.
4. Any additional MAFFS request will come through normal channels and be requested from the NIFC.
5. All media releases involving MAFFS will be jointly issued by the State and Forest Service during or prior to activation.
6. MAFFS liaisons will be established during all activations.
7. The State and the Wyoming Air National Guard may use the MAFFS units for non-fire training exercises upon request and approval of the Forest Service Director at the NIFC.
8. Only Aerial Combat Command personnel and Forest Service authorized personnel essential to the mission will be transported aboard the aircraft during training or fire missions.
9. In accordance with the MAFFS Operating Plan, use of a MAFFS qualified Air Tanker Coordinator (lead plane) is required for all fire operations.
10. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
11. ACCESS TO RECORDS. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.
12. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
13. RESTRICTION FOR DELEGATES. Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this instrument or any benefits that may arise therefore.
14. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on April 1, 2002, at which time it will be subject to review, renewal, or expiration.
15. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

National MAFFS Liaison Officer	State Forester
USDA Forest Service	Wyoming State Forestry Division
National Interagency Fire Center	1100 West 22 nd Street
3833 S. Development Avenue	Cheyenne, Wyoming 82002
Boise, Idaho 83705-5354	(307) 777-7586
(208) 387-5604	
16. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator.
17. TERMINATION. Either party(s), in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration. The Forest Service shall not incur any new obligations for the terminated portion of the instrument after the effective date and shall

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cancel as many obligations as is possible. Full credit shall be allowed for Forest Service expenses and all noncancellable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

/s/ Dennis W. Pendleton
National MAFFS Liaison Officer
USDA, Forest Service

Date: 4/21/97

/s/ Thomas Ostermann
Wyoming State Forestry Division

Date: 4/25/97