

**NATIONAL MEMORANDUM OF UNDERSTANDING
FOR
WILDLAND FIRE MANAGEMENT
among the

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

U.S. FOREST SERVICE
of the
UNITED STATES DEPARTMENT OF AGRICULTURE

BLM Agreement No. BLM-MOU-FA100-2022-004
BIA Agreement No. BIANIFC2022-MOU001
NPS Agreement No. 2455MOU-220010
FWS Agreement No. FF09R22-MOU-2202
FS Agreement No. 23-SU-11132543-089**

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

II. AUTHORITY.

- A. Protection Act of 1922 (16 U.S.C. § 594).
- B. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. § 1856a).
- C. Service First Authority, as amended (43 U.S.C. § 1703).
- D. Federal Land Policy and Management Act of 1976, as amended (43 U.S.C. § 1701 *et seq.*).
- E. National Park Service Organic Act of August 1916 (54 U.S.C. 100101 *et seq.*).
- F. National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. § 668dd).
- G. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 *et seq.*).
- H. National Indian Forest Resources Management Act of 1990 (25 U.S.C. § 3101).

- I. Forest Service Organic Act of 1897 (16 U.S.C. 551 *et seq.*).
- J. U.S. Department of the Interior and Related Agencies Appropriation Acts authorizing the expenditure of funds for Rural Fire Assistance (*see, e.g.* P.L. 114-113, 129 Stat. 2544).

III. OBJECTIVES.

- 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 wildland fire personnel, equipment (including aircraft), supplies, services, and funds among the agencies.
- C. To establish a framework for general terms and conditions under Interagency Agreements between and among the partnering agencies. If funding for specific projects is contemplated as a result of the relationship established by this Memorandum of Understanding (MOU), such obligations must be independently authorized under a separate funding instrument using a specific authority.

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 wildfires;
- B. Investigation of human-caused wildfires through final judgment to include settlements;
- C. Training of personnel to agreed common standards;
- D. Preparedness;
- E. Fuels Management;
- F. Wildfire Response;
- G. Emergency Stabilization (ES) and Burned Area Rehabilitation (BAR)/Burned Area Emergency Rehabilitation (BAER) of areas burned by wildfires;
- H. Development and distribution of cost information;
- I. Wildland fire research, management studies, and development and exchange of technology and databases;
- J. Coordinating assistance to rural communities to mitigate wildfire risk;
- K. Emergency support function activities under the National Response Framework;
- L. Identification and establishment/maintenance of interagency wildland fire management resources; and
- M. Development of local, geographical, and national operating and mobilization plans.

V. RESPONSIBILITIES.

- A. Agencies will develop mutually-beneficial wildland fire management planning efforts in accordance with agency and bureau policy and guidance.
- B. Agencies agree this document will provide for the following administrative and jurisdictional responsibilities:

1. Deliver personnel, aircraft, aviation services, equipment, and supplies in a manner that adequately considers wildland fire management concepts, such as use of closest-forces, best value, and total mobility;
 2. Ensure that the development and use of wildland fire equipment and supply caches are compatible with interagency requirements on the Local, Geographical Area, and National levels;
 3. Provide training to mutually agreeable common standards and curricula;
 4. Develop and implement mutually acceptable performance qualifications and standards for all incident management positions; and
 5. Provide mutual assistance for managing wildland fires;
- C. Agencies agree to provide mutual assistance for conducting, purchasing, and contracting for wildfire suppression, fuels reduction/wildland fire risk management, fuels management, resilient landscape, burned area rehabilitation activities, and emergency stabilization treatments.
- D. When Operating Plans are entered into, the Agencies agree that:
1. If the Agencies obligate funding for approved activities, then the appropriate instrument and authority must be used in place of an Operating Plan.
 2. Operating Plans must contain or reference, at a minimum, the following sections:
 - 1) Purpose and Overview
 - 2) Administrative Oversight/Structure
 - a) Executive Board
 - b) Operations Group
 - 3) Organization
 - a) Staffing
 - 4) Roles and Responsibilities
 - 5) Services
- E. Agency representatives shall coordinate and exchange wildland fire management plans, to include information on available resources (e.g. personnel, equipment and supplies).
- F. Agencies will mutually monitor management of equipment and supplies to assure that proper distribution and quantities are on hand to meet potential incident needs.
- G. Unless otherwise provided for, an agency is expected to take prompt initial action, with or without request, on wildfires 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.
- H. Agencies will conduct joint planning to manage wildland fire risk.

VI. CONDITIONS FOR BILLING AND 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.

- B. Subject to Paragraph A, billing procedures for wildland fire management activities are as follows:
1. Emergency Wildfire 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. Critical Incident Stress Management (CISM) – Agencies requesting CISM support from another agency may enter into separate agreements to reimburse for these costs. Personnel will follow home agency guidelines for charging time and travel for CISM responses.
 3. 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 wildfire conditions occur.
 4. Mobilization of State Wildland Fire Suppression Resources – The agencies shall enter into Reciprocal Statewide Cooperative Fire Protection Agreements, as appropriate, to pay actual costs for reimbursable assistance (interstate and intrastate) incurred by the State providing resources. The jurisdictional agency is responsible for costs of ordered goods and services provided.
 5. Preparedness, Fuels, Wildland Fire Risk, Resilient Landscape, and Burned Area Rehabilitation Activities – Agencies may enter into separate agreements to reimburse for resources provided for planning and implementation of treatments and/or activities.
- C. When funding shared projects or activities or reimbursing for services between the partnering agencies using Service First Authority and in reference to this Agreement, refer to section VII below.

VII. SERVICE FIRST

- A. Service First Authority authorizes the partnering agencies to conduct shared or joint management activities to achieve mutually beneficial resource management goals. The three goals of Service First are to (1) improve customer service to the public; (2) increase operational efficiencies among the agencies; and (3) improve land management across the agencies' jurisdictional boundaries. Service First is being used primarily to co-locate offices, share staff and resources across agency boundaries, and make reciprocal delegations of authority. The partnering agencies agree to the following terms and conditions for fund-obligating interagency agreements.
1. Terms
 - a) *Assisted Acquisitions* – when a requesting agency receives goods or services from a servicing agency through a contractor.
 - b) *Indirect Cost Rate* – a rate that approximates the indirect costs of a servicing agency that cannot be charged exclusively to a particular project, such as administrative support to process the agreements.
 - c) *Requesting Agency* – the agency that is requesting goods or services from another agency.

- d) *Servicing Agency* – the agency that will be providing goods or services.
 - e) *Servicing Fees* – the fees associated with a servicing agency’s administration of an assisted acquisition.
2. Conditions
- a) Funding or reimbursement under Service First authority may include any project that meets one or more of the three goals of Service First enumerated above, and for which meet the purpose and objectives of this Agreement.
 - b) When the Service First authority is used, no other authorities apply, such as the Economy Act.
 - c) Each agency will initiate and process fund-obligating interagency agreements in a timely manner and consistent with the terms and conditions agreed upon.
 - d) All fund-obligating interagency agreements may not be directly tiered to this national MOU.
 - e) All obligations will be documented using the Treasury Form FS-7600B (Funding Order).
 - f) All FS-7600Bs (Funding Order) must be tiered to a single order or multiple order Treasury Form FS-7600A (General Terms and Conditions). No supplemental agreements shall be tiered to this national MOU.
 - g) No cash advances may be made under any funded Interagency Agreement. Agreements must be reimbursable based on actual costs incurred.
 - h) Reimbursement of funds must be through the Interagency Payment and Collection (IPAC) process or the current and appropriate system and process for the Federal agencies signatory to the FS-7600A and FS-7600B.
 - i) Documentation for assisted acquisitions should be referenced on each 7600B Funding Order.
 - j) Any servicing fees for administration of an assisted acquisition should be included in the direct costs for the corresponding project.
- B. One of the benefits of using Service First authority is that it allows the agencies not to assess indirect costs. By not assessing indirect costs this allows all the costs to go directly to the project thus increasing the efficiency of the project. Therefore, indirect costs will not be assessed by any of the partnering agencies for activities conducted under Service First.

VIII. GENERAL PROVISIONS.

- A. This Agreement in no way restricts the agencies from participating in similar activities with other public or private agencies, organizations, and individuals or from implementing their respective programs in accordance with applicable statutes, regulations or policies.
- B. This Agreement is not intended to and does not create any substantive or procedural right, benefit, or trust responsibility that is enforceable at law or equity against the United States, its agencies, its officers, or any other person.
- C. Nothing in this Agreement is intended to alter, limit, or expand any of the agencies’ statutory or regulatory authority.
- D. No member of or delegate to Congress may benefit from this Agreement either directly or indirectly.

- E. Each agency shall make direct settlement from its own funds for all liabilities it incurs under this Agreement unless otherwise specified in this Agreement.
- F. Any endeavor involving reimbursement or contribution of funds among the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate written agreements or funding orders.
- G. Parties to this Agreement are not obligated to make expenditures of funds under terms of this Agreement unless such funds are appropriated for the purpose by the Congress of the United States or are otherwise legitimately available under the annual Appropriations Acts. If some extraordinary emergency or unusual circumstance arises that could not be anticipated and that could involve expenditures in excess of available funds for the protection of life or property, the affected agency or agencies shall immediately seek supplemental appropriations or permission for reprogramming to meet their respective shares of such emergency obligations.
- H. Each party to this Agreement shall each be responsible for its own loss or damage of its property and/or personal injury or death of its employees or agents arising out of the performance of this agreement, provided this provision shall not relieve any Party from responsibility for claims from third parties for losses for which the Party is otherwise legally liable.
- I. Each party to this Agreement shall comply with all Federal information and technology laws, regulations, and requirements. Each party will be responsible for properly protecting all information used, gathered, or developed as a result of work under this agreement.
- J. Employees and contractors for the partnering agencies may be granted access to each other's facilities and computer systems to accomplish work described in a separate interagency agreement and if needed, funding order. To access facilities and computer systems these employees/contractors must meet each respective agency's security requirements and sign all applicable statements of responsibilities.
- K. In order to use any agency insignia, acknowledgement in support of publications, or to inform the public of the partnering agency's performance under this Agreement, must follow each partnering agency's respective Office of Communication procedures and policies.
- L. Any communication affecting the terms or services covered by this Agreement is sufficient only in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the principal contacts listed in Appendix A.

IX. TERMS OF AGREEMENT.

The effective date of this Agreement will commence upon last date of signature and shall remain in effect for five years after, or until such time as the Interagency Agreement is terminated by mutual agreement. Prior to the end of the effective period of this Agreement, it 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.

Upon full execution, this Agreement supersedes and replaces the previous Interagency

Agreement for Wildland Fire Management executed between the parties; referenced as: BLM L16PG00129; FS 16-IA-11132543-057; FWS FF09-R220-16-M-6002; NPS G9560160054; and BIA 2013-K00441-MOU-002.

X. TERMINATION.

Any signatory may terminate their participation in this Agreement by written notice to all other signatories at any time before the date of expiration upon 180 days written notice of such termination. The remaining signatories may continue the provisions of this Agreement.

XI. 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 Department of Agriculture and Department of the Interior 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 related to this Agreement shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, Intragovernmental Business Rules.

XII. MODIFYING THE AGREEMENT.

Any signatory agency may initiate a modification to this 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 Forest Service 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. SIGNATORY.

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

Tracy Stone-
Manning

Digitally signed by Tracy
Stone-Manning
Date: 2023.05.02
12:21:23 -04'00'

May 2, 2023

TRACY STONE-MANNING, Director
Bureau of Land Management

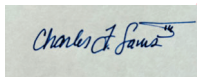
Date

Darryl
LaCounte

Digitally signed by Darryl
LaCounte
Date: 2023.05.26
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DARRYL LACOUNTE, Director
Bureau of Indian Affairs

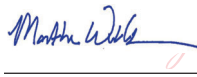
Date



Digitally signed by
CHARLES SAMS
Date: 2023.05.16
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CHARLES F. SAMS III, Director
National Park Service

Date



Digitally signed by
MARTHA WILLIAMS
Date: 2023.05.04
00:25:09 -04'00'

MARTHA WILLIAMS, Director
U.S. Fish and Wildlife Service

Date

RANDY MOORE
2022.12.08 12:27:26 -05'00'

RANDY MOORE, Chief
USDA, Forest Service

Date

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

**SARAH
RUSSELL**

Digitally signed by
SARAH RUSSELL
Date: 2022.08.23
12:20:50 -06'00'

Sarah Russell, Agreements Specialist
USDA Forest Service

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

Agency Program Contact	Agency Administrative Contact
<p>Grant Beebe Assistant Director, Fire and Aviation Bureau of Land Management National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705 208-387-5153 – office gbeebe@blm.gov</p>	<p>Jeff Worthley Supervisory Procurement Analyst Bureau of Land Management National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705 208-387-5546- office jworthley@blm.gov</p>
<p>Aaron Baldwin Division Chief, Wildland Fire Bureau of Indian Affairs National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705 208-387-5697- office aaron.baldwin@bia.gov</p>	<p>Jennifer Hebbeler Incident Business, Wildfire Management Bureau of Indian Affairs National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705 208-387-5558 – office Jennifer.hebbeler@bia.gov</p>
<p>Chris Wilcox Chief, Branch of Fire Management U.S. Fish and Wildlife Services National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705 208-387-5599 – office chris_wilcox@fws.gov</p>	<p>Gillian Fay National Fire Budget Officer U.S. Fish and Wildlife Services National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705 208-387-5536- office gillian_fay@fws.gov</p>
<p>Charles Russell Chief, Branch of Wildland Fire National Park Service National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705 208-387-5225- office charles_russell@nps.gov</p>	<p>Deborah Bidaburu Chief, Administration Fire and Aviation National Park Service National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705 208-387-5203- office deborah_bidaburu@nps.gov</p>
<p>Jerome ‘Jerry’ Perez Director, Fire and Aviation Management U.S. Forest Service National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5944 – office jerome.perez@usda.gov</p>	<p>Sarah Russell Agreements Specialist U.S. Forest Service National Interagency Fire Center 3833 South Development Avenue Boise, ID 83705-5354 208-387-5641 - office sarah.russell@usda.gov</p>