

**MASTER AGREEMENT
FOR
INTERAGENCY SUPPORT DURING EMERGENCY INCIDENTS
Among the
OFFICE OF THE SECRETARY, DEPARTMENT OF THE INTERIOR (OS-DOI)
BUREAU OF INDIAN AFFAIRS (BIA)
BUREAU OF LAND MANAGEMENT (BLM)
BUREAU OF OCEAN ENERGY MANAGEMENT (BOEM)
BUREAU OF RECLAMATION (USBR)
BUREAU OF SAFETY AND ENVIRONMENTAL ENFORCEMENT (BSEE)
US FISH AND WILDLIFE SERVICES (USFWS)
US GEOLOGICAL SURVEY (USGS)
NATIONAL PARK SERVICE (NPS)
OFFICE OF SURFACE MINING RECLAMATION AND ENFORCEMENT (OSMRE)**

**OS-DOI Agreement #
BIA Agreement #
BLM Agreement #
BOEM Agreement #
USBR Agreement #
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USGS Agreement #
NPS Agreement #
OSMRE Agreement #**

I. INTRODUCTION.

Incident support during emergency situations in the Nation is an on-going concern to the American public. These federal entities listed above are hereinafter referred to collectively as the “agencies.” Cooperation and coordination among these agencies is critical to the success of emergency incident management and safety. Because emergency incidents recognize 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. PURPOSE

The purpose of this Master Agreement is to create a framework for cooperation and expedite requests and provide interagency support during an emergency while simultaneously initiating normal business processes.

For purposes of this agreement, and in accordance with DOI Departmental Manual Part 900, an “emergency incident” is defined as an event posing an imminent and substantial endangerment to the public health, welfare, or the environment that requires an immediate emergency response by local field personnel to save lives, prevent human suffering, protect the environment, or mitigate great property damage resulting from all types of threats and hazards on federal lands. Emergency incidents

can, for example, include major disasters, emergencies, terrorist attacks, aircraft accidents, earthquakes, hurricanes, tornadoes, tsunamis, war-related disasters, public health, and medical emergencies. This does not include any aspect of Wildland Fire Management or FEMA declarations. Both of which are handled under different agreements.

III. BACKGROUND

Each agency possesses unique expertise and resources, and plays an important role in responding to emergency incidents. Responses to emergency incidents can sometimes exceed the capabilities of any individual agency and may require coordination.

Coordination and support is essential to maximize the use of available resources and expertise and efficiently manage financial resources. Considerable cooperation and coordination among the agencies already exists; these relationships are critical to the success of emergency incident response functions. This agreement encourages this practice and formalizes methods for agencies to effectively share and expedite resources during emergency incidents; however, this does not preclude agencies from *providing assistance and completing necessary paperwork after initial response*, as authorized in Part 900 of the Departmental Manual, Chapter 1.10.

IV. AUTHORITY

Protection Act of 1922 (16 U.S.C. § 594).

Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. §1856a).

Federal Land Policy and Management Act of 1976, as amended (43 U.S.C. § 1701 *et seq.*).

National Park Service Organic Act of August 11916 (54 U.S.C. 100101 *et seq.*).

National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. 5121 *et seq.*).

National Indian Forest Resources Management Act of 1990 (25 U.S.C. § 3101).

Economy Act of June 30, 1932 (47 Stat. 417; 31 U.S.C. §1535), as amended.

Travel Authority (5 U.S.C. § 5702 *et seq.*).

Oil Pollution Act of 1990 (33 U.S.C. § 2701 *et seq.*).

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. § 9601 *et seq.*).

Homeland Security Act of 2001 (6 U.S.C. § 101 *et seq.*).

Disaster Relief Act of 1974 (42 U.S.C. § 5147 *et seq.*).

Archaeological Resources Protection Act of 1979 (O.L. 100-588 102 Stat. 2983), as amended.

National Historic Preservation Act of 1966 (P.L. 102-575, Sect. 2), as amended.

National Oil and Hazardous Substances Pollution Contingency Plan 40 CFR Part 300).

U.S. Geological Survey Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 *et seq.*).

Department of the Interior Service First Authority (43 U.S.C. § 1703), as amended.

V. OBJECTIVES

- a. To provide a basis for cooperation among the agencies on all aspects of emergency management.
- b. To facilitate the exchange of personnel, equipment (including aircraft), supplies, services and funds among the agencies.
- c. To establish a framework for general terms and conditions for funding-obligating interagency agreements between and among the partnering agencies as authorized by Service First.

VI. PROGRAM COVERAGE

The agencies agree to cooperate in the full spectrum of Emergency Management Services. Cooperative efforts shall be provided at the local, geographical area, and national 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:

1. Prevention of Natural Disasters
2. Training of personnel to agreed common standards;
3. Emergency Stabilization and Emergency Rehabilitation
4. Development and exchange of technology and databases
5. Development and distribution of cost information
6. Coordinating assistance to rural communities
7. Identification and establishment/maintenance of interagency resources; and
8. Development of local, geographical area, and national operating and mobilization plans.

VII. RESPONSIBILITIES

- a. Agencies will develop mutually beneficial Emergency Response 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. Provision of personnel, equipment and supplies in a manner that adequately considers emergency management concepts, such as use of closest-forces, best value and total mobility;
 2. Ensuring that the development and use of emergency equipment and supply caches is compatible with interagency requirements on the local, geographical area, and national levels;
 3. Training to mutually agreeable common standards and curricula;
 4. Development and implementation of mutually acceptable performance qualifications and standards for all incident management positions; and
 5. Provision of mutual assistance for managing emergency services;
- c. Agencies agree to provide mutual assistance for conducting, purchasing and contracting for emergency management response, emergency stabilization and emergency rehabilitation activities.

- d. When Operating Plans are entered into under the authority and terms of this Agreement, the Agencies agree that:
 - 1. The Operating Plans shall be considered supplemental to this Agreement,
 - 2. The Operating Plans must reference this Agreement by number.
 - 3. The Operating Plans must contain or reference, at a minimum, the following sections:
 - i. Purpose and Overview
 - ii. Administrative Oversight/Structure
 - 1. Executive Board
 - 2. Operations Group
 - iii. Organization
 - 1. Staffing
 - iv. Roles and Responsibilities
 - v. Services
 - vi. Funding
 - 1. Cost Sharing
 - 2. Financial Plan
- e. Agency representatives shall coordinate and exchange 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 requests, on incidents 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 management jurisdictional agency.
- h. Agencies will conduct joint planning to manage natural disaster risk.

VIII. 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 signature.
 - 1. Agencies shall bill for services rendered to the signatory agencies of this Agreement, by mutual agreement when an agency has exhausted all other provisions and resources for internally funding emergency management activities.
 - 2. Agencies may charge an indirect rate (Federal Prevailing Rate) of 6.99% for legislatively non-reimbursable resources mobilized under the agreement. Agencies may charge an additional indirect rate sufficient to recover full costs for all reimbursable resources mobilized under this agreement.

3. The agencies shall enter into Reciprocal/Cooperative Agreements, as appropriate, to pay costs for assistance (interstate and intrastate) incurred by the unit providing resources. The jurisdictional agency is responsible for cost of ordered goods and services provided.
4. Agencies may enter into separate agreements to reimburse for resources provided for planning and implementation of treatments and or activities.
5. Agencies requesting Critical Incident Stress Management (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.
6. 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 XI below.

IX. 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 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 that tier to this Agreement.
 1. One of the benefits of using Service First authority is that it allows the agencies to not assess indirect costs. By not assessing indirect costs this allows all the costs to apply 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 related to this Agreement conducted under Service First.
 2. Terms
 - i. Assisted Acquisitions. When a requesting agency receives goods or services from a servicing agency through a contractor.
 - ii. 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.
 - iii. Requesting Agency. The agency that is requesting goods or services from another agency.
 - iv. Servicing Agency. The agency that will be providing goods or services.
 - v. Servicing Fees. Fees associated with a servicing agency's administration of an assisted acquisition.
 3. Conditions
 - i. 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.

- ii. When the Service First authority is used, no other authorities, such as the Economy Act apply.
- iii. Each agency will initiate and process fund-obligating interagency agreements referencing this Agreement in a timely manner and consistent with the terms and conditions of this Agreement.
- iv. All fund-obligating interagency agreements must reference this Agreement by number and must specify the work or services to be performed by each agency.
- v. All obligations will be documented using the Treasury Form FMS-7600B (Order Requirements and Funding Information) that references this Agreement by number.
- vi. No cash advances may be made under any funding order that tiers to this Agreement.
- vii. Reimbursement of funds must be through the Interagency Payment and Collection (IPAC) process.
- viii. Documentation for assisted acquisitions should reference this Agreement.
- ix. Any servicing fees for administration of assisted acquisitions should be included in the direct costs for the corresponding project.

X. 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 by 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 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/or technology 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.
- j. Employees and/or contractors for the partnering agencies may be granted access to each other's facilities and/or computer systems to accomplish work described in this Agreement or in a supplemental interagency agreement, funding order, or operating plan tiered under this Agreement. 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.

XI. TERMS OF AGREEMENT

- a. 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. 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.
- b. Upon full execution, this Agreement supersedes and replaces the previous Memorandum of Agreement executed between parties on December 19, 2013; referenced as OS Agreement PMB0002131; NPS Agreement NPS0013797; FWS Agreement DCN055631; USGS Agreement GS14000117; OSM Agreement DTCS1295; BSEE Agreement ADMSD-13-0068; BOEM Agreement ADMSD-13-0001. Furthermore, upon full execution, this Agreement provides for continuation of coverage to effective date of this Agreement without changes to any other conditions of the previous agreement. Existing supplemental agreements, operating plans, or funding orders executed under the previous agreement may remain in effect to the extent they do not conflict with the provisions of this Agreement, but only until such time that all activities and conditions covered by those agreements, operating plans, or funding orders can

be completed or incorporated into new agreements, operating plans or funding orders.

XII. TERMINATION

- a. 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. In the event the terminating agency also has supplemental documents (i.e. operating plans or funding orders) tiered to this agreement, the affected agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded or pending actions.

XIII. RESOLUTION OF DISAGREEMENT

- a. 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.
- b. Nothing herein is intended to conflict with current 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 1, Part 2, Chapter 4700, Appendix 10, Intragovernmental Business Rules.

XIV. MODIFYING THE AGREEMENT.

- a. 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 National Park 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.

XV. SIGNATORY

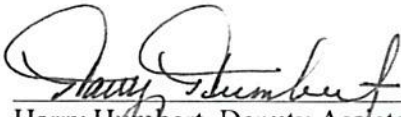
By signature below, each party certifies that the principal contacts listed in Appendix A as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement.



Susan Combs, Assistant Secretary for Policy, Management and Budget

6-27-19


Date



Harry Humbert, Deputy Assistant Secretary, Public Safety, Resource Protection, and Emergency Services

5/9/19

Date



Darryl La Counte, Director, Bureau of Indian Affairs

5-9-19

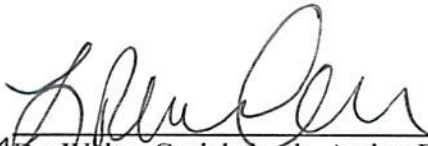
Date



Brian C. Steed, Acting Director, Bureau of Land Management

6/10/19

Date

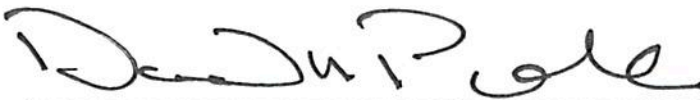


Dr. Walter Cruickshank, Acting Director, Bureau of Ocean Energy Management

5/9/19

Date

for



Brenda Burman, Commissioner, Bureau of Reclamation

5/9/19

Date

SIGNATORY (cont.)



Scott A. Angelle, Director, Bureau of Safety and
Environmental Enforcement

5/16/19
Date



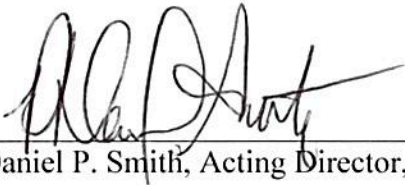
Margaret Everson, Acting Director, U.S. Fish & Wildlife Service

5/9/19
Date



James F. Reilly, Director, U.S. Geological Survey

9 May 19
Date



Daniel P. Smith, Acting Director, National Park Service

05/09/19
Date



Glenda Owens, Acting Director, Office of Surface Mining
Reclamation and Enforcement

5/15/19
Date

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>John Juskie Office of Emergency Management Emergency Management Coordinator U.S. Department of Interior 1849 C Street NW, MS-3428 Washington, DC 20240 202-208-3721</p>	<p>David Barta Office of Emergency Management Budget Officer U.S. Department of Interior 1849 C Street NW, MS-3428 Washington, DC 20240 202-208-4989</p>
<p>Patrick Vacha Bureau of Indian Affairs Emergency Management Coordinator 1849 C Street NW, MS-2603 Washington, DC 20240 202-577-5918</p>	<p>Bureau of Indian Affairs Agreement Coordinator 1849 C Street NW, MS-2603 Washington, DC 20240</p>
<p>Herb Carpenter Bureau of Land Management Emergency Management Coordinator 1849 C Street NW, Washington, DC 20240 202-912-7498</p>	<p>Lisa Dehn Bureau of Land Management Denver Federal Center Building 50 P.O. Box 25047 Denver CO 80225-0047 303-236-7124</p>
<p>Tamara Richardson Bureau of Ocean Energy Management Emergency Management Coordinator 1849 C Street NW, Washington, DC 20240 202-208-3942</p>	<p>Linda McKinney (Shared Services BSEE/ BOEM) Bureau of Ocean Energy Management Agreement Coordinator P O Box 25165 MS 353B1 Denver CO 80225-0165 303-231-3038</p>
<p>Scott Swanson Bureau of Reclamation Emergency Management Coordinator Denver Federal Center, Bldg 67, Denver CO 80225-0007 303-445-2909</p>	<p>Cynthia Weishapl Bureau of Reclamation Agreements Coordinator Denver Federal Center, Bldg 67, Denver CO 80225-0007 303-445-3534</p>
<p>Dana Miller Bureau of Safety and Environmental Enforcement Emergency Management Coordinator 45600 Woodland Drive Sterling, VA 20166 707-787-1327</p>	<p>Linda McKinney (Shared Services BSEE/ BOEM) Bureau of Ocean Energy Management Agreement Coordinator P O Box 25165 MS 353B1 Denver CO 80225-0165 303-231-3038</p>

<p>Terrina Harford U.S. Fish and Wildlife Services Emergency Management Coordinator 1849 C Street NW, Washington, DC 20240 703-358-1897</p>	<p>Sara Randolph U.S. Fish and Wildlife Services Agreements Specialist 1849 C Street NW, Washington, DC 20240 703-358-2129</p>
<p>Marie Pepler U.S. Geological Survey Emergency Management Coordinator 12201 Sunrise Valley Drive Reston, VA 20192 703-648-5341</p>	<p>Tom Krispinsky U.S. Geological Survey Agreements Specialist 12201 Sunrise Valley Drive Reston, VA 20192 703-648-7219</p>
<p>Andrew Hower National Park Service Emergency Management Coordinator 1849 C Street NW, Washington, DC 20240 202-513-7093</p>	<p>Sonya Rowe National Park Service Agreement Specialist 1849 C Street NW, Washington, DC 20240 208-387-5203</p>
<p>Max Brown Office of Surface Mining Reclamation and Enforcement Emergency Management Coordinator 1849 C Street NW, Washington, DC 20240 202-208-2652</p>	<p>Office of Surface Mining Reclamation and Enforcement Agreement Specialist 1849 C Street NW, Washington, DC 20240</p>

APPENDIX B. Guidance

Fillable Interagency Agreement (IAA) Form and Instructions

https://www.fiscal.treasury.gov/fsreports/ref/fincMgmtStdzn/iaa_forms.htm

Interagency Incident Business Handbook

<https://www.nwccg.gov/sites/default/files/publications/pms902.pdf>

DOI All-Hazards Supplement to the Interagency Business Management Handbook

<https://www.doi.gov/emergency/upload/DOI-BusinessSupplement-FINAL-23SEP14.pdf>

DOI Emergency Policies and Plans

<https://www.doi.gov/emergency/emergency-policy>