REGIONAL MASTER INTERAGENCY AGREEMENT FOR WILDLAND FIRE MANAGEMENT among the

STATES DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE
(Intermountain Region, Midwest Region, Southeast Region, Northeast Region)

BUREAU OF INDIAN AFFAIRS
(Southern Plains Region, Eastern Region, Eastern Oklahoma Region)

UNITED STATES FISH AND WILDLIFE SERVICE
(Region 2, Region 4, Region 5)

BUREAU OF LAND MANAGEMENT
(Southeastern States Region)

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE
(Southern Region 8)

BIA Agreement No.
NPS Agreement No.
FWS Agreement No.
BLM Agreement No.
FS Agreement No. 19-IA-11083150-014

I. INTRODUCTION. Wildland fire management, all-hazard response and emergency support function activities are an on-going concern and is addressed nationally in Master Interagency Agreement for Fire Management between the Department of Interior Bureau of Land Management, Bureau of Indian Affairs, National Park Service, Fish and Wildlife Service, and the Department of Agriculture Forest Service (agreement No. 16-IA-11132543-057). This Interagency Agreement clarifies the regional needs between these agencies in the southeastern portion of the United States of America without contradicting the national agreement.

II. AUTHORITY.

F. Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. 5121 et seq.).
I. Department of the Interior and Department of Agriculture Service First Authority, as amended (43 U.S.C. § 1703).


III. OBJECTIVES.
A. To provide a basis for cooperation among the agencies on all aspects of wildland fire management; and in all-hazard response and 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 and all-hazard 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 wildland fire and all-hazard agreements between and among the partnering agencies as authorized by Service First.

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, geographic level 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;
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 exchange of technology and databases;
I. Development and distribution of cost information;
J. Wildland fire research, administrative/management studies, and technology development and transfer;
K. Coordinating assistance to rural communities to mitigate wildfire risk;
L. All hazard response and emergency support function activities under the National Response Framework;
M. Identification and establishment/maintenance of interagency wildland fire management resources; and
N. Development of geographical 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. Provision of personnel, 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. Ensuring that the development and use of wildland fire equipment and supply caches is compatible with interagency requirements on the geographical levels;
3. Training to mutually agreeable common standards and curricula; and
4. Provision of mutual assistance for managing wildland fires and all-hazard events;
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, and burned area rehabilitation activities, and emergency stabilization treatments.
D. Agency representatives shall coordinate and exchange wildland fire management plans, to include information on available resources (e.g. personnel, equipment and supplies).
E. Agencies will mutually monitor management of equipment and supplies to assure that proper distribution and quantities are on hand to meet potential incident needs.
F. Agencies will conduct joint planning to manage wildland fire risk.

VI. INTERAGENCY COOPERATION.
A. Southern Area Coordinating Group (SACG): provides coordination and recommendations for all interagency fire management activities in the borders of the Southern Area Coordination Center Boundaries (Texas, Oklahoma, Arkansas, Louisiana, Mississippi, Alabama, Kentucky, Tennessee, Florida, Georgia, South Carolina, North Carolina, Virginia, the Commonwealth of Puerto Rico and the U.S. Virgin Islands). Membership, procedures, and guidelines will be agreed to and documented in the SACG Charter. These “States” are members of the Southern Group of State Foresters, a non-profit organization whose mission is to provide leadership in sustaining the economic, environmental, and social benefits of the South’s forests. The SGSF organization works together with federal and other partners to identify and address existing and emerging issues and challenges that are important to southern forests and citizens. SGSF coordinates and facilitates regional consistency on critical activities such as wildfire suppression, water resource protection, insect and disease prevention and suppression, and reforestation. SGSF provides response and recovery assistance for disasters such as hurricanes, tornadoes and ice storms.

B. National Incident Management System: The Parties to this Agreement will operate under the concepts defined in the National Incident Management System (NIMS). In implementing these concepts, Parties to this Agreement will be expected to follow the National Wildfire Coordinating Group’s (NWCG) minimum standards as defined in the Wildland Fire Qualifications Systems Guide (PMS-310). NWCG recognizes the ability of cooperating agencies at the local level to jointly define and accept each other’s qualifications for initial attack, extended attack, fire operations, and prescribed fire. These NWCG minimum standards are NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

C. Operating Plans: Operating Plans may be written for more than one year, but should be reviewed annually, and will be subject to modifications, as warranted. No Operating Plan tiered to this Agreement should be written beyond the expiration date of this agreement. 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:
   1) Purpose and Overview
   2) Administrative Oversight/Structure
3) Organization
4) Roles and Responsibilities
5) Services
6) Funding
   a) Financial Plan
4. The existing operating plans are listed:
   1) Southern Area Coordination Center Operating Plan
   2) Southern Area Regional Coordination Operating Plan

D. The Southern Area Coordination Center Operating Plan: The Parties to this Agreement recognize the Southern Area Coordination Center in Atlanta, GA, as the Geographic Area Coordination Center (GACC) for the Southern Area Geographic Area. The Parties to this Agreement will coordinate, mobilize and demobilize emergency management resources through the Geographic Area Coordination Center as appropriate. Parties to this Agreement are not precluded from independent movement of their own resources.

The Southern Area Coordination Center Operating Plans will address issues affecting Geographic Area-wide cooperation as related to the Southern Area Coordination Center. The Southern Area Coordination Center Operating Plan will be approved by the signatory State and Federal SACG member agencies. The Southern Area Mobilization Guide will be incorporated by reference and be considered part of the Southern Area Coordination Center Operating Plan.

E. The Southern Area Regional Coordination Operating Plan: This agreement allows the parties to share resources for staffing, training, prescribed fire, non-fire emergencies, etc. to maximize interagency cooperation.

VII. INTERAGENCY RESOURCES.
A. Interagency funding, staffing, and utilization of resources and facilities will be pursued by the Parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Parties use of resources, will be agreed to and documented in operating plans, and will be subject to the availability of appropriations.
B. To the extent practical, additional preparedness resource requests will be coordinated. The coordination process will be identified in the appropriate operating plan.
C. The resources exchanged under this Regional Master Interagency Agreement (and its corresponding Master IA #19-IA-11083150-014) are for Resource-Ordered DOI/FS incident management personnel (through ROSS)—for employee salary and travel, or cache equipment/supplies, including refurbishment and shipping.
   1. It does not include costs for cooperators, contractors, or casual hires; those are separate transactions and the DOI and FS should not cross fund for these purposes, but rather use their own procurement, agreement, and hiring authorities to accomplish any exigent need (includes immediate needs of short duration related to hurricanes and floods). In other words, the USFS can hire Federal-hired casuals or a contract for resources, or even possibly execute a separate viable cooperative agreement (within limited authorities) to accomplish FS exigent need.
   2. For non-exigent needs, planned projects and exchange of resources, it is recommended that a separate executed agreement is used, which does not reference this Regional (or its corresponding Master) agreement for fire, Stafford, and exigent needs.

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 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. 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.
   3. Mobilization of State Wildland Fire Suppression Resources - The agencies shall enter into Reciprocal/Cooperative Wildland 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. Preparedness, Fuels, Wildland Fire Risk, Resilient Landscape, Burned Area Rehabilitation Activities and non ESF all-hazard response - Agencies may enter into separate agreements to reimburse for resources provided for planning and implementation of treatments and/or activities.
   5. 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.

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.

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 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 that tier to this Agreement.

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. 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, such as the Economy Act
      apply.
   c) 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.
   d) All fund-obligating interagency agreements must reference this Agreement by
      number and must specify the work or services to be performed by each agency.
   e) All obligations will be documented using the Treasury Form FMS-7600B (Order
      Requirements and Funding Information) that references this Agreement by
      number.
   f) No cash advances may be made under any funding order that tiers to this Agreement.
   g) Reimbursement of funds must be through the Interagency Payment and
      Collection (IPAC) process.
   h) Documentation for assisted acquisitions should reference this Agreement.
   i) Any servicing fees for administration of an assisted acquisitions 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 to not 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 related to this Agreement conducted
   under Service First.

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 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/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.
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, approved and signed by authorized signatories for the agencies.

Upon full execution, this Agreement supersedes and replaces the previous Agreement: Master Cooperative Wildland Fire Management and Stafford Act Response Agreement between: NPS, BIA, USFWS, USFS, #13-FI-11083150-001, signed 2013. Furthermore, upon full execution, this Agreement provides for continuation of coverage from November 27, 2018, 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.
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 plan or funding order) 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.
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 1, Part 2, Chapter 4700, Append ix 10, Intragovernmental Business Rules.

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

USDOI FISH AND WILDLIFE SERVICE

Regional Director
Date: 12/12/18

Contracting Officer
Date: 12/12/18
USDOI BUREAU OF INDIAN AFFAIRS
SOUTHERN PLAINS REGION

Regional Director
Date: 12/19/16

Contracting Officer
Date: 1/29/19

USDOI BUREAU OF INDIAN AFFAIRS
EASTERN REGION

Regional Director
Date:

Contracting Officer
Date:

USDOI BUREAU OF INDIAN AFFAIRS
EASTERN OKLAHOMA REGION

Regional Director
Date: 11/17/18

Contracting Officer
Date: