

Memorandum of Understanding
for the
FIRE PROGRAM ANALYSIS SYSTEM

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

BLM No. MOU02-0004

BIA No. _____

FWS No. _____

FS No. _____

NPS No. _____

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The federal agencies with wildland fire management responsibilities^a find that they share common missions with respect to reducing the wildland fire threat to human life and property, community well-being and ecosystem health.

They recognize that each agency's mission can be better accomplished if talents, resources and expertise are shared and if efforts are coordinated. Therefore, these agencies agree to work together and support each other to develop and implement the Fire Program Analysis System, which is a single, interagency, landscape-scale, performance-based system for fire management program planning and budgeting.

The Fire Program Analysis (FPA) System will be objective-driven and performance-based. The Fire Program Analysis System will support planning for a full scope of fire management activities, with the exception of research activities. These activities include protecting life and property; using fire and other treatments to restore and maintain ecosystem health; and reducing hazardous fuels in fire-prone ecosystems. The FPA System will support analysis of alternative organizations and strategies on an appropriate Interagency landscape scale, to achieve fire management objectives in a cost-effective manner. The analysis will address the following program elements:

1. Fire Preparedness
 - a. Initial Attack
 - b. Extended Attack
 - c. Large Fire Analysis capability
 - d. Evaluation of National Resources
 - e. Simultaneous fire occurrences on a planning unit
 - f. Detection

2. Fuels Management
 - a. Prescribed fire
 - b. Mechanical treatments
 - c. Biological treatments

3. Wildland Fire Use to Enhance Natural Resources

4. Rural Fire Assistance

^a Federal agencies with wildland fire management responsibilities include the U.S. Forest Service in the Department of Agriculture and the Bureau of Indian Affairs, the Bureau of Land Management, the U.S. Fish and Wildlife Service, and the National Park Service in the Department of the Interior.

5. Rehabilitation of ecosystems, and protection of public health and safety immediately following unplanned, and unwanted, fire events (variously referred to as: Rehabilitation and Restoration, Burned Area Rehabilitation, or Emergency Stabilization and Rehabilitation)
6. Fire Education and Prevention (e.g., prevention analyses, including the evaluation of ignition prevention, loss prevention and education programs, etc.)
7. Program Leadership Analysis to determine appropriate staffing levels for management and other non-direct components for organizational alternatives (e.g. Monitoring & Evaluation (fire ecologist, fire effects), Information & Education, etc.)
8. Aggregation for out-year budget requests and current-year expenditures of funds to the national level utilizing common methodologies for budget formulation and allocation at all organizational levels.

The Fire Program Analysis System will enhance current analysis by replacing existing systems and components and incorporating new technology.

II. PURPOSE

Each agency agrees to serve as a Project Sponsor and to charter projects to develop and implement modules of the Fire Program Analysis System to meet the intent of the Federal Wildland Fire Policy. A Project Sponsor has a financial investment in the development and commitment to achieve a successful outcome of the FPA projects and will be a signatory to the project charters.

III. RESPONSIBILITIES

A. Joint Responsibilities:

1. Each signatory agency will provide a **Core Team Member**. A Core Team Member is defined as an agency employee whose full-time responsibility is working with the project team ensuring that their agency's mission, organization and needs are represented while working towards the goals and objectives outlined in this MOU. Each agency will provide full funding (inclusive of salary and travel) for the employee(s) representing them as a contribution in addition to the agency's direct budget in support of the project.

2. The signatory agencies further recognize that the success of this effort is dependent upon a number of additional requirements. Therefore, they also agree to support efforts that will fulfill these requirements, vis.:
 - a. Develop a standardized methodology for measuring and reporting the effectiveness of fire management programs in achieving land management goals and objectives.
 - b. Define values to be protected, working in collaboration with State, Local and Tribal governments. Values may include environmental, socio-economic, etc.
 - c. Develop a common set of criteria to be used in evaluating the effectiveness of alternative fire management organizations on a national, regional and local basis. Examples of such criteria might include: meeting land management objectives; reintroducing fire in the ecosystem; ensuring cost effectiveness; effectively dealing with wildland urban interface fire protection; and using partnerships and cooperative relationships.
3. Each signatory agency has the responsibility to provide fire planning, budgeting and information resource management, resources and associated funding within their respective agency in support of the Fire Program Analysis System project.
4. Signatory agency partners will develop and provide a Fire Program Analysis System for use by the participating federal agencies within the following timeline:
 - a. **Phase One - Preparedness Module due October 1, 2004; and**
 - b. **Remaining fire management program components to be fully integrated into the Fire Program Analysis System, and fully implemented by December 31, 2007.**
5. Signatory agencies will ensure that their representatives on the National Wildfire Coordinating Group (NWCG) Information Resource Management Working Team (IRM-WT) are made available to provide assistance, oversight and foresight regarding significant information issues likely to help the FPA System Project Core Team reach its goals and objectives. Resources of the Program Management Office (PMO) will be made available upon request of the FPA System Project Core Team to provide assistance. The FPA System Project Core Team will comply with NWCG standards whenever possible.

B. The Forest Service will:

1. Provide fifty percent of the annual budget agreed upon by the signatories of this MOU and the charter for this project by separate agreement to support this project.
2. Provide a Project Manager and a Deputy Project Manager as Core Team Members.
3. Provide an additional core team member.
4. Provide for the distribution of final project material.

C. The Bureau of Land Management will:

1. Provide fifty percent of the annual budget agreed upon by the signatories of this MOU and the charter for this project, on behalf of the participating Department of Interior agencies, by separate agreement to support this project.
2. Provide project office space for core team members in Boise, Idaho.
3. Provide logistical (phones and computer) support.
4. Provide a Project Business Analyst as a Core Team Member.
5. Provide for the distribution of final project material.

D. The Bureau of Indian Affairs will:

1. Provide a Core Team Member.

F. The National Park Service will:

1. Provide a Core Team Member.

G. The Fish and Wildlife Service will:

1. Provide a Core Team Member.

IV. RESOLUTION OF DISAGREEMENT

Should disagreement arise on the interpretation of the provisions of this Memorandum of Understanding, or amendments and/or revisions thereto, that cannot be resolved by the Core Team, each party shall state the area(s) of disagreement in writing and present them to the other parties for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

It is the desire of the project Core Team Members to reach resolution of disagreements within ten working days.

V. GENERAL PROVISIONS

- A. Parties to this MOU are not obligated to make expenditures of funds or provide services through their participation under the terms of this MOU unless such funds are available through appropriations by the Congress of the United States, or are otherwise available under the Annual Appropriations Acts for the signatory federal agencies.
- B. The terms of this MOU shall become effective with and upon execution of the last signature by the participating agencies and shall remain in effect for a period of five-years from the date the last signature was placed on the signatory section, or until such time as the MOU is terminated by mutual agreement. Any signatory may terminate their participation in this MOU with thirty-days written notice to the other signatories as long as the Forest Service remains a signatory participant.
- C. Changes to this MOU may be initiated through BLM by any signatory agency. Changes shall not take effect until documented and signed by all signatories.
- D. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

VI. WAIVER

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 consequences of the performance of this MOU.

VII. POINTS OF CONTACT

For the BLM

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For the USDA-FS

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For the FWS

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VIII. SIGNATORY

This Memorandum of Understanding shall be effective for a period of five-years commencing on the date the last signature is placed in this signature section.

Larry Hamilton, Director
DOI - Bureau of Land Management, Office of Fire & Aviation

Date

Jim Stires, Director
DOI-Bureau of Indian Affairs, Office of Fire & Aviation

Date

Roger Spaulding, Acting Director
DOI-Fish and Wildlife Service, Fire Management Branch

Date

Sue Vap, Director
DOI-National Park Service, Fire and Aviation Division

Date

Jerry Williams, Director
USDA, Forest Service, Fire & Aviation Management

Date