

3 - Interagency Coordination and Cooperation



Interagency cooperation is vital to attain the BLM fire management program objectives. The ability of a single agency to implement a fire management program is limited without coordination and assistance from other organizations. Interagency cooperation and coordinating shared resources and common activities is imperative at all organizational levels. An understanding of the roles each agency has at each organizational level is necessary to maximize the benefits of interagency coordination and ensure the fulfillment of agency responsibilities.

Interagency Assistance

The authority for interagency agreements is found in "Interagency Agreement Between 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" (1982).

The authority for rendering emergency fire or rescue assistance outside of the Bureau of Land Management is the Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66), and the *Departmental Manual*, 910 DM.

Coordination

National Level Coordination

The National Wildfire Coordinating Group (NWCG) The NWCG was formed on March 18, 1976, by cooperative agreement between the Secretaries of Agriculture and Interior. The purpose of NWCG is to improve the effectiveness and efficiency of all federal and state wildland fire management agencies in the United States. The group accomplishes this goal by coordinating the programs of the participating agencies in order to work together constructively. NWCG provides a formalized system through which agreement may be reached on substantive issues in fire management. Agreed-on policies, standards, and procedures are then implemented directly by each agency. The Assistant Director, Office of Fire and Aviation Management is the bureau's representative on the NWCG.

The Federal Fire and Aviation Leadership Council The Council is a self-directed group which provides a forum for discussion in which federal issues, both short-and long-term, can be resolved. It is authorized based on the master agreement between the Forest Service and the Department of the Interior (DOI) bureau directors, dated October 1, 1982. It is formed to improve coordination and integration of federal fire and aviation programs while recognizing individual agency missions. The Council deals with long-term strategic views and fosters improved integrated operations at the national, geographic and local levels. Teams may be established as needed by the Council to deal with federal issues.

The Interior Fire Coordination Committee (IFCC) The IFCC guides and coordinates development of wildland fire policy among the four wildland management bureaus in the DOI. IFCC provides leadership and advice to develop, coordinate, and maintain wildland fire management capabilities, and to standardize procedures, methods, and practices within the DOI. BLM units must comply with these DOI standards. The Assistant Director, Office of Fire and Aviation Management is the bureau's representative on the IFCC.

National Interagency Fire Center (NIFC) NIFC, located at Boise, Idaho, is a complex of federal agencies with wildland fire responsibilities. The BLM serves as the host for the National Park Service (NPS), Bureau of Indian Affairs (FWS) and the Fish and Wildlife Service (FWS). The Forest Service from the Department of Agriculture and the National Weather Service (NWS) from the Department of Commerce are also located at NIFC. These bureaus and agencies form an interagency partnership to provide safe, effective, and efficient policies, guidance, technical, and logistical support to the wildland fire management community.

National Multi-Agency Coordination (MAC) Group During national preparedness levels IV and V the national MAC group is activated and twice-daily briefings are conducted to establish national priorities and provide national leadership and direction to wildland fire activities. The national MAC is comprised of the directors of the BLM, Forest Service, BIA, NPS, FWS, State Foresters' representative, and a representative of the NWS.

The BLM, BIA, Forest Service, NPS, and FWS directors at NIFC have written delegated authority from their respective agency heads to:

- Represent his/her agency on all matters related to wildland fire operations. This includes membership on the national MAC group; determining national priorities and allocating/re-allocating incident resources.
- Represent the state's interests in the absence of the State Foresters' representative as established in the agreement with the National Association of State Foresters.

Geographic Area Level Coordination

State offices oversee and facilitate the implementation of interagency standards and policies developed at the national level. Within their geographic areas SFMOs help develop and implement interagency wildland fire management programs to increase effectiveness and efficiencies. Through coordination with counterparts from other agencies, SFMOs ensure the bureau contributes appropriately to geographic interagency fire management needs.

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Local Level Coordination

Fire management plans, preparedness plans, mobilization guides, cooperative agreements, and other supporting documents identify the necessary local sources, types, and levels of interagency coordination. They also delineate the process whereby compliance with national and geographic area policies and standards will be achieved. FMOs and their staffs develop, maintain, and execute the cooperative interagency relationships.

Interagency Mobilization

National

Mobilization tests interagency cooperation and demonstrates the value of interagency coordination. The National Interagency Mobilization Guide, which is revised annually, describes interagency mobilization and dispatch procedures at all levels. Its directives will be followed by all state and field offices without deviation.

State

BLM statewide program dispatch occurs through geographical coordination centers to meet wildland fire mobilization requirements. These centers review simultaneously occurring incidents and dispatch interagency resources on a priority basis. This resource allocation and/or priority process is done through the guidance of the geographic area mobilization plan or a MAC group. Local FMOs may be asked to provide resources or receive requested resources based on the priorities established by the geographic/national coordination center or MAC group.

Local

Local dispatch occurs through local dispatch centers, most of which are interagency. Local dispatch centers are also responsible for keeping agency fire managers informed on local resource commitment and levels of fire activity. Local dispatch centers should have their own mobilization plans and expanded dispatch plans. Local MAC groups (when activated), are composed of representatives from agencies with local jurisdiction; they set priorities for incidents and the allocation of scarce resources. Local oversight committees,

composed of representatives of the same agencies, are responsible for providing adequate funding and staffing of these dispatch centers.

Agreements and Contracts

Field offices are responsible for developing agreements or contracts with local agencies and fire departments to meet mutual needs or contract for suppression and/or prescribed fire services. Concerns of area-wide scope should be addressed through state agreements.

All appropriate agreements and operating plans (updates) will be provided to the servicing dispatch center. The authority to enter into interagency agreements is extensive and found in *BLM Manual 9200*, and *Departmental Manual*, 910 DM.

Mutual Aid Agreements

The national agreement, which serves as an umbrella for interagency assistance among federal agencies, is the "Interagency Agreement Between 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" (1982). This agreement and other national agreements provide a framework for and grant substantial latitude in the development of state and local agreements and operating plans.

Besides the national agreement, state and local cooperative agreements shall be developed for mutual-aid assistance. These agreements are essential to the fire management program in each field office.

Agreements shall lead to positive interaction among the participating parties by providing for areas of interaction by addressing all potential areas of cooperation and coordination in fire management programs.

Agreements The following shall be used as the basis for establishing plans and reviewing existing plans. Each agreement shall strive to enhance safety, effectiveness, and efficiency in wildland fire management.

- 1) Cooperate in prevention, pre-suppression, suppression, and prescribed fire management operations.
- 2) Coordinate in development and implementation of fire management plans, including fire management strategies, tactics, and methods.
- 3) Identify of parties responsible for implementing various aspects of the agreement.
- 4) Command Structure – In order to facilitate a cooperative effort on a wildland fire incident, the incident command system (ICS) shall be used. If the incident

involves multiple jurisdictions, a unified command should be implemented. Command of the incident may also be delegated from the agency with jurisdiction to the cooperating agency by mutual agreement as necessary.

- 5) Communications – At a minimum, there will be one common designated radio frequency used by command and/or the officers in charge of the requesting and responding parties.

It is understood that the cooperating parties agree to use their assigned radio frequencies between parties. However, the assigned frequencies will only be used when the parties are engaged in common fire suppression activities or other emergency incidents.

- 6) Liabilities/Waivers – Each party waives all claims against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement unless gross negligence on any part of any party is determined.
- 7) Distance/Boundary Limitations – The requesting party shall first call the party nearest to the wildland fire incident unless the specified resources of a more distant party are required. The responding party will furnish personnel and equipment as requested and as available, and/or impose a mileage limitation from the responding party's jurisdictional boundary. Any mileage limitations will be identified and agreed to by all participating parties and shall be specified in the annual operating plan.
- 8) Time/Duration – It shall be the responsibility of the requesting party to release the resources loaned by the responding party in a timely manner so as to ensure that the resources loaned by the responding party are not needlessly detained. If appropriate, a time limitation spent on any wildland fire incident may be imposed. Any time limitations will be identified and agreed to by all participating parties and shall be specified in the annual operating plan.
- 9) Qualifications/Minimum Requirements – The qualifications of fire suppression and prescribed fire personnel, minimum requirements for personal protective equipment, and fire equipment performance standards will be identified in an annual operating plan by the parties to this agreement according to their respective standards. The responding party will send only those resources that meet the identified qualifications, requirements, and standards.
- 10) Reimbursements/Compensation – Except otherwise herein specified, the requesting party shall not be liable for any compensation to the responding party for the loan of equipment or personnel. All incidents that require reimbursement and/or compensation will be identified and agreed to by all participating parties through a cost share agreement.

11) Appropriation Limitations – Parties to this agreement are not obligated to make expenditures of funds or reimbursements of expenditures under terms of this agreement unless such funds are appropriated for that purpose by the Congress of the United States of America, by the Counties of _____ by the Cities of _____ and/or the Governing Board of Fire Commissioners of _____.

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12) Annual Operating Plan – An annual operating plan will be prepared and used to define and update specific operating procedures prior to each fire season.

13) Termination Procedure – This agreement shall remain in full force and effect unless canceled by any party to this agreement on written issuance of 30 days notice. If any party determines to withdraw from this agreement, withdrawal shall be effective on service of written notice to all other parties.

Annual Operating Plans Each agreement shall be accompanied by an annual operating plan which shall be reviewed, updated, and approved annually prior to the fire season. The plan may be amended after a major incident as part of a joint debriefing and review. The plan shall contain detailed, specific procedures which will provide for safe, efficient, and effective operations. The following items shall be addressed in the annual operating plan.

- 1) Responding Party – All parties should be aware that there may be many opportunities in which the responding party may not have the ability to provide mutual aid. Lack of response could result from limited or unavailable fire suppression personnel prior to or after fire season or multiple fires occurring during the fire season. Rural fire districts may also experience their own fire situations and/or may not have adequate numbers of qualified fire personnel or appropriate fire suppression equipment to meet the request. In this case, a secondary request for low exposure equipment, such as a water tender, may be appropriate.
- 2) Command Structure – Unified command should be used, as appropriate, whenever multiple jurisdictions are involved unless one or more parties request a single agency incident commander (IC). If there is a question about jurisdiction, fire managers should mutually decide and agree on the command structure as soon as they arrive on the fire and this should be confirmed by agency administrators as soon as possible. Once this decision has been made, the incident organization in use should be relayed to all units on the incident as well as dispatch centers. In all cases, the identity of the IC must be made known to all fireline and support personnel.
- 3) Communications – In mutual aid situations, the common designated radio frequency should be a “direct” or “line of sight” frequency. Responding and requesting parties should monitor for any change in weather conditions or any emerging safety or emergency situations. Once command decisions are

made, they must be transmitted and confirmed over the responding and requesting parties' tactical frequencies.

Clear text should be used, and use of personal "identifiers" and non-ICS acronyms should be avoided. (For example, a BLM radio transmission such as, "Jones, Dispatch" would likely be meaningless to a mutual aid cooperater who is not familiar with "Jones.")

Radio protocol and equipment availability/capability may be that the fire departments and BLM would each be using their own tactical frequencies in fire suppression and allowing the BLM "direct" frequency to be the communication link between the responding and requesting parties for command and/or emergency situations. However, continuous use of separate frequencies could result in miscommunication; for this reason, it is important that the AREP be able to monitor multiple frequencies.

This paragraph in the annual operating plan shall meet Federal Communications Commission (FCC) requirements for documenting shared use of radio frequencies.

- 4) Distance/Boundaries – Responding and requesting parties should identify any mileage limitations from mutual boundaries where "mutual aid" is either pay or non-pay status. Also, for some fire departments, the mileage issue may not be one of initial attack "mutual aid" but of mutual assistance. In this situation, you may have the *option* to make it part of this agreement or identify it as a situation where the request would be made to the agency having jurisdiction, who would then dispatch the fire department.
- 5 Time/Duration – Responding and requesting parties should identify time limitations (usually 24 hours) for resources in a non-reimbursable status, and "rental rates" when the resources are in a reimbursable status. Use of NWCG or geographic area interagency equipment rates is strongly encouraged.
- 6 Qualifications/Minimum Requirements – Agreements on minimum qualifications for fire personnel, minimum requirements for Personal Protective Equipment (PPE), and performance of fire suppression equipment may require some flexibility. The BLM, under the National Interagency Incident Management System (NIIMS) concept, has agreed to accept cooperater's standards. These standards are generally reasonable and should be acceptable for mutual aid.

Minimum training requirements may be the most difficult to attain for some of the small and rural fire departments. These departments rely on volunteer firefighters who typically receive training at monthly (weekend or evening) meetings. Adding an additional 32-40 hours of wildland fire training to their existing training may be prohibitive in the short term. To overcome this obstacle:

- Train the training officers of the fire departments who, in turn, could provide additional training to volunteers.
- Encourage trainees, as available, to attend federal or state fire schools.
- Identify a consolidated wildland train-the-trainer cadre from several fire departments to reduce the number of trainers that need to be trained.
- Provide training opportunities on weekends rather than during the week. For example, training over two consecutive weekends would provide sufficient time to complete the S-130 and S-190 courses.

Wildland Fire PPE requirements: See National Fire Protection Association (NFPA) and NWCG standards. The NFPA standards are essentially identical to those of NWCG, but may be more acceptable because of the nature of these two organizations.

Physical fitness requirements: Include the work capacity test and/or a physical agility test that is in compliance with NFPA Standards 1001 or 1500.

Engines or related equipment: Engines and fire suppression equipment should meet NFPA standards.

- 7 Reimbursement/Compensation – Compensation should be “standard” for all fire departments in the state. The rates identified shall be used. Reimbursements could be negotiated as some fire departments may not expect full compensation but only reimbursement for their actual costs. Also, whenever possible, equipment and operators should be contracted as a unit and paid at a flat rate. Vehicles and equipment operated under the federal excess property system will only be reimbursed for maintenance and operating costs.
- 8 Cooperation – The annual operating plan will be used to identify how the cooperators will share expertise, training, and information on items such as prevention, investigation, safety, training.

Any agreement which obligates federal funds or commits anything of value, must be signed by the appropriate warranted contracting officer. Specifications for funding responsibilities should include billing procedures and schedules for payment. Any agreement that extends beyond a fiscal year must be made subject to the availability of funds. Any transfer of federal property must be in accordance with federal property management regulations. All agreements must undergo periodic joint review and, as appropriate, revision. The best general reference on agreements is *Partnership for Efficiency Through Cooperative Agreements* by the NWCG.

Contracts

Contracts may be used where they are the most cost-effective means for providing fire protection commensurate with established standards. A contract, however, does not absolve a field office manager of the responsibility for managing a fire program. The office's approved fire management plan must define the role of the contractor in the overall program.

Contracts should be developed and administered in accordance with federal acquisition regulations. In particular, a contract should specify conditions for abandonment of a fire in order to respond to a new call elsewhere.

Emergency Assistance

Emergency assistance may be provided by the BLM to adjacent jurisdictions upon their request without a formalized agreement. However, to provide safe, efficient, and effective emergency response, BLM offices must enter into agreements with emergency response agencies. The National Interagency Coordination Center is delegated authority to support non-fire emergencies through several department and bureau manuals, interagency agreements, and memorandums. Local emergency response must be approved by the appropriate agency administrator.

FEMA and the Wildland Fire Program

Under provisions of the Robert T. Stafford Disaster and Emergency Assistance Act (P.L. 93-233, as amended) and the Executive Order 12148, Federal Emergency Management (July 20, 1979, as amended) wildland agencies provide assistance to Presidential declared disasters and emergencies nationwide. The Federal Emergency Management Agency (FEMA) is the overall coordinator of the Federal Response Plan (FRP) which guides 26 federal agencies and the American Red Cross in response activities. The FRP is based on the fundamental assumption that a significant disaster or emergency will overwhelm the capability of state and local governments to carry out extensive emergency operations. These operations have been grouped into 12 emergency support functions (ESF); and departments and agencies have been assigned primary and support responsibilities for each of these functions.

In the Federal Response Plan, the Forest Service is the primary agency responsible for ESF #4: Firefighting. The BLM has been assigned support responsibility for ESF #4 and for other emergency support activities, as requested.

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