



INTERAGENCY AGREEMENT
between the
UNITED STATES FISH AND WILDLIFE SERVICE
and the
THE UNITED STATES ARMY
for the
CONSERVATION OF NATURAL RESOURCES ON
ARMY CONTROLLED LANDS

I. BACKGROUND

The United States Army (Army) manages millions of acres of lands used for national defense purposes that include a variety of ecosystems and habitats. The United States Fish and Wildlife Service (Service) is the primary Federal office responsible for wildlife management. Sikes Act Section 101 (a) (16 U.S.C. § 670a (a)) requires that military installations prepare, in cooperation with the Service and the respective States Fish and Wildlife Agencies, an Integrated Natural Resources Management Plan (INRMP) that reflects mutual agreement on the conservation, protection, and management of fish and wildlife resources in a manner that ensures the continued availability of the lands to support the military mission. The INRMP must also, subject to safety requirements and military security, provide for the sustainable multipurpose use of natural resources (including hunting, fishing, trapping, and non-consumptive uses) and public access to the installation for such uses, although any such public access may be restricted subject to requirements necessary to ensure safety and military security. Shared interests and responsibilities provide opportunities for the Service and the Army (together, the Parties) to cooperate in ways that will enhance the management of natural resources on Federal lands and promote biodiversity. This cooperation benefits the Service in its ability to enhance and conserve fish, wildlife and plants, as well as the habitat areas that support them, and helps the Army sustain the use of the land for military purposes while implementing an environmental program that will enhance the ecosystems under its stewardship.

II. AUTHORITY

Sikes Act Section 103a (16 U.S.C. § 670c-1) authorizes the Secretary of a military department to enter into interagency agreements with the heads of other Federal departments and agencies to provide for the maintenance and improvement of natural resources on Department of Defense (DoD) installations. Sikes Act Section 101(d)(2) requires, with regard to the implementation and enforcement of INRMPs agreed to under subsection (a), that priority be given for the procurement of such implementation and enforcement services to Federal and State agencies having responsibility for the conservation or management of fish

and wildlife. DoD, by policy letters dated June 20, 2014, "*Sikes Act Implementing Procedures - Clarifying the Role of the US. Fish and Wildlife Service and State Agencies,*" and 19 Oct 2016, "*Sikes Act Implementing Procedures - Additional Clarification on the Role of Federal and State Agencies to Implement Sikes Act Activities,*" extended the priority to services acquired by cooperative agreements and interagency agreements.

III. PURPOSE

This Interagency Agreement (IA) establishes a cooperative conservation relationship between the Parties to support the management of natural resources on Army controlled lands. This IA will help the Army meet Federal stewardship requirements and ensure the continued availability of installation lands to support military readiness by providing a mechanism under which the Army can request reimbursable support from the Service. Such support shall not include any duties that are statutorily required to be performed by the Service. Implementation of this IA will be a cooperative effort utilizing the combined expertise of Army natural resource managers and the Service staff located at the Headquarters, Regional and Field offices. As requirements are identified, Army organizations, in collaboration with the Service, will develop a Scope of Work (SOW) to define the type and range of reimbursable assistance required. Nothing in this agreement shall be construed as an Army obligation or commitment to fund Service statutory responsibilities or those activities for which the Service otherwise receives an appropriation from Congress.

IV. RESPONSIBILITIES OF THE PARTIES

A. Mutual Responsibilities.

1. The Parties will collaborate on matters relating to the conservation and management of natural resources on or affecting the lands administered by the Army, including, but not limited to: cooperative studies, surveys, research activities, law enforcement, educational programs, outreach programs, recreation, planning, and engineering. An interdisciplinary, united approach shall be promoted by the Parties to address issues relating to the management of natural resources.
2. The Parties shall cooperate in the preparation, review, update, revision, and implementation of INRMPs in accordance with the Sikes Act, and other planning documents that facilitate the implementation and execution of natural resource management activities.
3. The Parties may cooperate in conducting natural resources conservation studies on lands in support of compliance with the Endangered Species Act, National Environmental Policy Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, and other applicable environmental laws.
4. The Parties may, upon mutual agreement, collaborate on matters relating to wildland fire management. Such matters may include the preparation and review of Wildland Fire Management Plans and associated Prescribed Burn Plans or other vegetative treatment plans, and the implementation of Wildland Fire Management Plans, to include wildland fire training

activities, prescribed burns or other vegetation modification treatments, and wildfire incident response. Specific examples of such collaboration may include:

- a. Establishing mutual agreement on the goals and objectives, and roles and responsibilities, for the Service employees documented in a SOW approved jointly by the Service and Army Commands, and amended periodically by mutual agreement of both Parties;
 - b. Sharing radio frequencies as necessary to facilitate prompt communication, safety and efficiency; and
 - c. Sharing equipment and following the National Wildfire Coordinating Group's National Incident Management System Wildland Fire Qualification System Guide PMS 310-1 (October 2015 or later version) and agency policies and standards in order to accept each other's qualification.
5. The Parties agree that the involvement of each agency in this IA shall not be used in any way by either agency to imply an endorsement of the other agency's actions. All advertising or other publicity regarding activities undertaken pursuant to this agreement which mentions the participation of the other agency, shall first be approved for release by both agencies, and approval may be withheld for any reason sufficient to either agency. If either agency should appear to have violated this clause, the aggrieved agency may request the immediate cessation of those actions plus further action to effectively counteract any mistaken public impressions. If the violating agency fails to comply fully with the request, the aggrieved agency may unilaterally take any action it considers necessary to correct the mistaken impression at its own expense.
 6. Nothing in this IA is intended to modify, in any manner, currently ongoing cooperative programs with other public agencies, conservation groups, or educational institutions, or modify any rights granted by treaty or otherwise to any Indian tribe, Native Hawaiians and Native Alaskans, or member thereof.
 7. All data collected or generated as a result of this IA will be shared between the Parties and will remain the property of the United States government.
 8. The Parties will conduct a joint annual review of this IA using mutually agreed upon parameters.
 9. The failure of either Party to promptly pay any reasonable costs that may be owed to the other Party pursuant to this IA may be treated as a dispute consistent with the terms of this IA.

B. United States Fish and Wildlife Service Responsibilities.

The Service shall, consistent with Service policy and within the limits of available funding provided by the Army, not including any statutory duties that are otherwise required of the Service:

1. Establish a Point of Contact (POC) for this agreement in the Service Headquarters Office.

2. Assign one or more Service employees as Service liaison to the Army. A SOW, approved by the Service and Army POC, and amended periodically by mutual agreement of both Parties will identify goals and objectives for the Service employees. Service liaison will coordinate proposals developed by the Parties to provide additional Service reimbursable staff assistance to Army installations. The Service may provide staff expertise from the offices of Fish and Aquatic Conservation (FAC), Ecological Services (ES), National Wildlife Refuge System (NWRS), NWRS-Law Enforcement, Migratory Birds, External Affairs and Science Application programs. The Service support may include, but is not limited to:
- a. Supporting Army compliance with the Endangered Species Act, 16 U.S.C. § J 531-1544, by providing technical assistance for the conservation, protection and management of species (not to include any such action that the Service is otherwise required by statute to perform).
 - b. Working with the Army to facilitate communication and collaboration for enhanced species and habitat management, the incumbent Service liaison(s) will help disseminate information to the Army's Office of the Deputy Chief of Staff, G-9 (ODCS, G-9) and Army Commands/installations as requested on upcoming proposed threatened and endangered species listings and critical habitat designations.
 - c. Supporting Army natural resources management, in accordance with the Sikes Act (16 U.S.C. §670-6700), and DoD and Service Sikes Act guidelines. The national Service liaison(s) shall provide technical and advisory assistance for the coordination, development and implementation of INRMPs as required by the Sikes Act and Army regulations and policy guidance and Department of Defense Instructions (DoDI), and will help ensure the synchronization of INRMPs with existing Service and State Wildlife Action Plans. The Service liaison will help facilitate and track the required coordination and review of INRMPs with the appropriate Service ES Field Office(s) and Regional Office Sikes Act Coordinator(s).
 - d. Advising Army installations on opportunities for improved endangered, threatened and sensitive species coordination, cooperative conservation, and natural resources management assistance available from Service offices. The national Service liaison(s) shall facilitate cooperative conservation partnerships between Army commands and Service field stations, refuges, Programs and Regions, as appropriate. The incumbent may assist with the implementation of INRMPs by coordinating the assistance of qualified Service experts in the fields of endangered species conservation, fish and wildlife management, and other natural resource management disciplines. Upon acceptance of Army funds, the Service may facilitate reimbursable assistance to Army from Service offices nationwide as requested.
 - e. Facilitating the utilization/acceptance of the INRMPs as the document by which an installation will manage, monitor, and support its responsibilities under the Endangered Species Act, for meeting consultation requirements, making the process of species conservation simpler and more efficient.

- f. Advising Army Commands of opportunities for wildland fire management assistance from Service personnel, and provide resources as available to assist with wildfire management. Service personnel responding to hazard incidents or wildfires on Army installations shall meet the training and qualification requirements set forth in the National Wildfire Coordinating Group's National Incident Management System Wildland Fire Qualification System Guide, PMS 310-J (October 2015 or later version) and agency policies and standards for the positions they will occupy.

C. United States Army Responsibilities.

The Army will, consistent with DoD policy and within limitations of appropriations:

1. Establish a POC to administer and facilitate Service assistance for Army Natural Resource Program needs at the ODCS, G-9 and Army Commands.
2. Subject to Army fiscal law guidelines, reimburse the appropriate Service organization for costs incurred by the Service for support provided to Army for the conservation and management of fish and wildlife resources.
3. Provide workspace, computer support, clerical support, security clearance and appropriate access privileges for Service employees assigned or detailed to Army offices.
4. Recognize Service personnel operating under this agreement as agents of the Federal government working in the best interest of the Army for decision-making in wildland fire activities and are delegated authority to work under procedures outlined in Army Regulations and other DoD or Army guidance. The Army will provide Service with an approved Integrated Wildland Fire Management Plan/Prescribed Burn Plan for all controlled burns conducted on Army installations requesting Service support.
5. Recognize Service personnel operating under this agreement as Federal government employees working in the best interest of the Army for decision making in natural/biological resource planning and management, safety, and compliance activities associated with the Endangered Species Act, National Environmental Policy Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act and other applicable environmental laws.

V. FINANCIAL ADMINISTRATION

A. Availability of Funds.

1. This agreement does not document the obligation of funds between the Parties. A funding agreement for interagency transfer of funds will be utilized for any obligation of funds in support of this agreement. The obligation of funds by the Army is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation and any applicable Army fiscal law guidelines.

2. Except as agreed upon, in a separate document for reimbursable support, each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.
3. The Army agrees to seek sufficient funds to reimburse the Service for support activities identified in an agreed upon SOW. The Army will submit an annual request for funds through the Army budgetary process. The Parties will work to create a multi-year plan with the understanding that funds may not be available during the year of execution.

B. Requesting Support under this Agreement.

1. The Parties agree that this agreement will serve as a means for Army installations, Commands, or Headquarters Department of the Army (HQDA) to acquire direct technical assistance from Service personnel for the management of natural resources on Army installations. Service technical assistance will be requested by Army installations; Army Commands, Subordinate Commands, Direct Reporting Units, and Service Component Commands (hereafter referred to as Command); or HQDA on an as needed basis. Installations, Commands or HQDA may identify to the Service field offices, regions, or Service headquarters the proposed level of effort and funding programmed for out-years to provide a basis for potential Service workload planning. Any such information regarding programmed out-year funding, however, is for planning purposes only. All Army requests for direct technical assistance from the Service are subject to the availability of funds and as such, there is no implied guarantee that planned or programmed actions will be funded. (Note: Under 16 U.S.C. 670c-1, direct technical assistance services must be for the maintenance and improvement of natural resources or to benefit natural and historical research on an installation.)
2. Any Army installation, Command or HQDA may request Service direct technical assistance under this agreement. The Army organization requesting technical assistance and the supporting Service office will develop a draft Scope of Work (SOW), project budget (for the estimated cost of assistance to be provided for a period not to exceed 18 months), and funding agreement, describing the requested Service technical assistance prior to any services being rendered. The draft SOW, project budget, and funding agreement will be forwarded by the installation or Command directly to the appropriate Service field office or region for coordination and review. HQDA will submit their requests directly to the Service's HQDA Liaison. All requests for technical assistance will be coordinated and reviewed by the Service's HQDA Liaison prior to their submission to Service Headquarters.
3. In consultation with the affected Service region, Service Headquarters will promptly review and may approve, or disapprove, the draft SOW, budget, and funding agreement, with or without modifications, for all proposed projects, prior to its execution by the Army organization requesting technical assistance and the supporting Service office. In general, once the request and supporting documents are submitted to Service Headquarters, it is anticipated that this review will be completed within two weeks, unless the proposed project poses significant challenges that cannot be readily resolved within that timeframe.

4. The Service HQDA Liaison will work with Service field offices and regions to monitor project status and completion. The Service HQDA Liaison will develop an Annual Report to be provided to the Service and HQDA, ODCS, G-9 summarizing the Service's annual support assistance provided to HQDA, Army Commands and installations, the status of approved projects and funding, project completion results, and future planned work under this agreement. The Annual Report prepared by the Service Liaison will be provided to ODCS, G-9 by 31 January of each year.
5. Subject to Army fiscal law, as agreed in advance in writing by the Army, the funding document will reimburse the Service for the total cost of assistance, including staff salaries, benefits, travel, administrative overhead, and other direct and indirect costs. All government furnished equipment necessary to complete each Service technical assistance action will be provided by the Service. Appropriate interagency funding transfers for liaison positions with duty station at ODCS, G-9 or Army Commands/ installations may also reimburse the Service for costs for transfer of station (subject to approval, as agreed to in advance in writing by the Army, (ODCS, G-9). In accordance with 16 U.S.C. § 670c- 1(b), funds obligated by the Army and transmitted to the Service, may be obligated to cover the cost of goods and services specified in an agreement during any 18 month period, without regard to whether the agreement crosses fiscal years.
6. Army will consider funds obligated upon the Service acceptance of the funding document.

C. Billing.

1. The Service Program or office accepting the funding agreement for reimbursable services shall bill the Army by means of an SF 1080 or, if available, via Intra-Governmental Payment and Collection system (IPAC), for any effort completed during the previous 90 days or less. Each billing statement will include the project title, project number and the applicable funding agreement number. Payment requests will be submitted through the Defense Finance and Accounting Service (DFAS) office designated in the funding agreement.
2. Allowable costs under this IA will include all direct and indirect costs incurred by the Service for completed work within the scope of this IA. The Service will maintain a record of costs incurred.
 - The Service Program or office performing reimbursable services for Army shall provide the Army with cost documentation, as requested, which will reflect an annual reconciliation of costs and expenditures incurred by the Service for each task.
 - The Service indirect cost rate for this agreement will be the current and applicable Service overhead cost rate.
 - If there are any discrepancies regarding the reimbursable costs associated with this Agreement, the Parties will resolve any issues.

VI. GENERAL PROVISIONS

A. Points of Contact. The following POCs will be used by the Parties to communicate in the implementation of this IA. Each Party may change its POC upon reasonable notice to the other Party.

1. United States Fish and Wildlife Service. The Service Assistant Director for the Fish and Aquatic Conservation Program, in coordination with the Chief for the National Wildlife Refuge System, shall oversee the implementation of this IA for the Service.

Assistant Director, Fish and Aquatic Conservation Program, (202) 208-3517.

Alternate POC: Service HQDA Liaison to the Army, (703) 695-6969.

2. United States Army. The Office of the Deputy Assistant Secretary of the Army, Environment, Safety and Occupational Health (DASA (ESOH)), shall be the office of primary responsibility for implementation of this IA in the Army.

Director for Environmental Quality, Office of the Assistant Secretary of the Army for Installations, Energy and Environment, 110 Army Pentagon, (571) 256-7822.

Alternate POC, Assistant for Conservation, Office of the Assistant Secretary of the Army for Installations, Energy and Environment, 110 Army Pentagon, (703) 697-3937.

B. Correspondence. All correspondence to be sent and notices to be given pursuant to this IA will be addressed, if to the United States Fish and Wildlife Service, Assistant Director, Fish and Aquatic Conservation Program, 5275 Leesburg Pike, Falls Church, VA 22041-3803.

And, if to the United States Army, Deputy Assistant Secretary of the Army, Environment, Safety, and Occupational Health, 600 Army Pentagon, Room 5C140, Washington DC 20310-0600.

C. Review of Agreement. This IA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

D. Modification of Agreement. This IA may be modified at any time by the written agreement of the Parties, duly signed by their authorized representatives. Correspondence between the Parties may be considered part of this IA when appropriate, and countersigned by the receiver and returned to the sending party.

E. Transferability. This Agreement is not transferable except with the written consent of the Parties.

F. Entire Agreement. It is expressly understood and agreed that this IA embodies the entire agreement between the Parties regarding the IA's subject matter.

G. No Third-Party Rights. Nothing in this IA, express or implied, is intended to or shall confer upon any third-party any right, benefit or remedy of any nature whatsoever under or by reason of this IA.

H. This IA will supersede any other IAs, upon their expiration, between the Army and the Service addressing the activities covered in this IA.

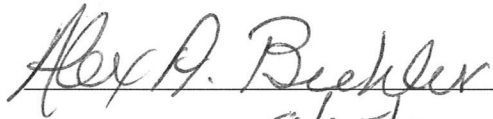
I. Disputes. Any disputes relating to this IA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

J. Termination of Agreement.

1. This IA may be terminated by either Party with 180 days' written notice of termination or immediately upon the joint written consent of both Parties.
2. The Army will notify the Service at least 90 days in advance if funding to support salary and benefits of Service personnel will be terminated. The Service will return any unused funds to Army upon termination.


VII. EFFECTIVE DATE

This IA becomes effective beginning on the day after the last Party signs, and shall be valid unless terminated in accordance with Section VI. J.



9/25/20

Alex A. Beehler
Assistant Secretary of the Army
Installations, Energy and Environment



9/25/2020

Aurelia Skipwith
Director
U.S. Fish and Wildlife Service

