



FS Agreement No. 19-MU-11090100-021

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
USDI, BUREAU OF INDIAN AFFAIRS
MIDWEST REGION
EASTERN REGION
And
USDOI, NATIONAL PARK SERVICE
MIDWEST REGION
UNIFIED REGION ONE, NORTH ATLANTIC APPALACHIAN
And
USDI, FISH and WILDLIFE SERVICE
MIDWEST REGION
NORTH ATLANTIC-APPALACHIAN REGION 1
And
USDI, BUREAU OF LAND MANAGEMENT
EASTERN REGION
And
GREAT LAKES FOREST FIRE COMPACT
And
MIDDLE ATLANTIC INTERSTATE FOREST FIRE COMPACT
And
NORTHEASTERN FOREST FIRE PROTECTION COMMISSION
And
BIG RIVERS FOREST FIRE MANAGEMENT COMPACT
And
NORTHEAST-MIDWEST STATE FORESTERS ALLIANCE
And The
USDA, FOREST SERVICE
EASTERN REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the USDI, Bureau of Indian Affairs, USDOI, National Park Service, USDI, Fish and Wildlife Service, USDI, Bureau of Land Management, Great Lakes Forest Fire Compact, Middle Atlantic Interstate Forest Fire Compact, Northeastern Forest Fire Protection Commission, Big Rivers Forest Fire Management Compact, and Northeast-Midwest State Foresters Alliance, hereinafter referred to as "Participating Members," and the United States Department of Agriculture (USDA), Forest Service, Eastern Region, hereinafter referred to as the "U.S. Forest Service."

Title: Operation of the Eastern Area Coordination Center (EACC) - Milwaukee, WI



I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties, in accordance with the following provisions, to establish a method for coordination between and among the above-named parties to provide for a reduction of duplication of effort and cost of said parties by ensuring that a system exists for establishing and maintaining a dispatching/coordination program which is responsible to requests for incident management support in a safe, timely, and cost-effective manner with efficient and effective interagency practices. This system will provide for economic benefits through interagency cooperation and coordination of incident management resources within the Eastern Area. This system will provide uniformity of logistical communication, including intelligence data, and dispatching/coordination procedures for wildland fire management of the above named parties and their constituents by:

- Identifying, positioning, and utilizing established procedures and resources to meet anticipated and existing wildland fire management (preparedness, suppression, and prescribed fire) and all-hazard incident needs through the use of closest available resources regardless of location and agency affiliation.
- Establishing resource allocation priorities during periods of competition or depletion of resources.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

All federal/state/tribal wildland fire management agencies are required to provide for the protection of the resources within their jurisdiction, and

These agencies must be ready to come to the aid of their respective field units during wildland fire suppression and other emergencies, and

It is of mutual benefit to all parties to this Agreement to share wildland fire resources based in the Eastern Area¹ including, crews, airtankers, helicopters, and other national wildland fire suppression resources, and

It is of mutual benefit to all parties to this Agreement to cooperate and share in the coordination of the mobilization and demobilization of resources to aid field units during non-wildland fire emergencies, and

It is of mutual benefit for all parties to this MOU to:

¹ The Eastern Area is defined as follows: The States of Connecticut, Delaware, Illinois, Indiana, Iowa, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, West Virginia, Wisconsin, and the Federal Agencies: U.S. Forest Service, Bureau of Indian Affairs Midwest and Eastern Regions, National Park Service Midwest, and Northeast Regions, U.S. Fish and Wildlife Service Regions 3 and 5, Bureau of Land Management within the above States, also as described above in the first paragraph on page 1.



1. Promote interagency activities and wildfire management practices in protecting resources from wildfire, and
2. Participate in interagency wildfire preparedness and suppression efforts, and
3. Implement, to the fullest extent possible, terms of existing agreements between cooperators for support and management of all types of incidents.

The purpose of the Compacts are to promote effective prevention and control of forest fires in the sub-geographical areas of the United States and adjacent provinces of Canada. This is to be accomplished by the development and integration of forest fire plans, by the maintenance of adequate forest fire plans, by the maintenance of adequate forest fire fighting services by the member States, by providing mutual aid in fighting forest fires among the States of the Compact area, by establishing procedures for facilitating such aid and by establishment of a coordinating organization to administer relationships between the fire control organizations to the member states.

State forest fire protection programs are strengthened through support provided by neighboring States and Provinces via the forest fire Compacts. The formation of forest fire Compacts, authorized under the Weeks Law and other specific Federal and State legislation, allows states to share firefighting personnel and equipment during periods of high fire occurrence. There are four forest fire Compacts in the Eastern Area, representing twenty states and eight Canadian Provinces.

Northeast Forest Fire Protection Compact

Maine, Vermont, New Hampshire, Connecticut, New York, Rhode Island, Massachusetts, Quebec, Nova Scotia, Newfoundland and Labrador, New Brunswick, Prince Edward Island

Middle Atlantic Interagency Forest Fire Compact

Pennsylvania, New Jersey, Delaware, Maryland, West Virginia, Ohio, Virginia

Great Lakes Forest Fire Compact

Minnesota, Wisconsin, Michigan, Manitoba, Ontario

Big Rivers Forest Fire Management Compact

Indiana, Iowa, Illinois, Missouri

In consideration of the above premises, the parties agree as follows:

III. THE EASTERN AREA COORDINATION CENTER SHALL:

- A. Continue to house the Eastern Area Coordination Center in Milwaukee, Wisconsin at the U.S. Forest Service, Eastern Region, Regional Office.



- B. Develop and implement a system for maintaining cost effective and timely coordination of interagency emergency response for wildland fire and all hazard incidents. This will be accomplished through planning, situation monitoring, and expediting resource orders between the interagency wildland fire management members within the Eastern Area; and between EACC and the National Interagency Coordination Center (NICC).
- C. Establish standard procedures, which guide the operations of multi-agency logistical support activity in the Eastern Area. These procedures will be described in the Eastern Area Interagency Mobilization Guide² prepared annually by EACC and approved by the Eastern Area Coordinating Group (EACG). This guide is intended to facilitate the interagency mobilization and coordination of resources, ensuring that the most timely and cost effective incident support services are provided. It is designed to accommodate amendments as required, and will be retained as current until amended.
- D. EACC will operate on an annual budget supported and approved by the EACG.
- E. Provide all parties, on a fiscal year basis, the operating costs of EACC.
- F. EACC is an interagency effort and the Center Manager or acting Center Manager will:
 - 1. Will be delegated authority for day-to-day operational needs, including supervision.
 - 2. Will initiate Performance Evaluations/Appraisals, Individual Development Plans, and Travel/Training Plans of employees within the office, forward documents to the respective agencies for review and signatures.
 - 3. The official supervisor of record, their employee and EACC representative will meet bi-annually for Performance Evaluations/Appraisals.
 - 4. Additional meetings may be called by any party to this MOU after consultation with other parties, at such time and place as agreed upon to discuss any problems arising under this MOU.

IV. THE FEDERAL AND STATE WILDLAND FIRE MANAGEMENT MEMBERS IN THE EASTERN REGION SHALL:

- A. Provide EACC with accurate status of agency resources in Resource Ordering and Status System (ROSS) during the period from February 1 through November 1, or as otherwise dictated by Area and National Preparedness Levels.

² *The Eastern Area Interagency Mobilization Guide is designed as the Area supplement to the National Interagency Mobilization Guide.*



- B. Advise EACC if restrictions must be placed on member resources due to wildland fire member policy.
- C. Provide appropriate funding codes for all requested resources.
- D. Provide EACC, by January 1 annually, current local supplements to the Eastern Area Interagency Mobilization Guide, and by March 1, current Mobilization Center Operations Plans.
- E. Provide EACC with annual agency wildfire and prescribe burn statistical reports by calendar year no later than January 15.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. This MOU is specific to the operations and resources of the EACC. All suppression (or Stafford Act) billing will be handled via the terms and conditions of the individual State and Compact agreements. Each agency is responsible for their individual Cooperative Agreements and billing/reimbursement processes. States and Compacts decide which agreements and procedures to use when responding to an incident under their jurisdiction and use the appropriate billing and reimbursement procedures commensurate with those agreements.
- B. This MOU becomes effective as of October 1, 2019.
- C. The parties hereto agree to cooperate in the coordination of wildland fire activities within the Eastern Area.
- D. That the EACC continue to serve all parties to this Agreement in the Eastern Area as defined in the Purpose section above.
- E. Ensure that the EACC provides dispatch coordination, daily fire weather information and area and national situation information.
- F. Provide EACC with information on member wildland fire protection needs, objectives, policies, and procedures for incorporation into the Eastern Area Interagency Mobilization Guide and EACC Operations Guide.
- G. This Agreement does not change the terms or practices contained in other wildland fire protection agreements between the said agencies or their wildland fire cooperators.
- H. Each agency will manage their respective staff in terms of personnel actions, timekeeping, etc. and will support their employees administratively. The Center Manager will provide supervision of staff with administration responsibilities outlined in Section III, F. above.



- I. Employees of the parties to this agreement shall at all times be subject only to the laws, regulations, and rules governing their employment and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.
- J. All property placed in EACC will continue to be the property of the contributing agency. It will be transferred to the center with responsibility for care, maintenance, and safekeeping assigned to the Center Manager.
- K. PRINCIPAL CONTACTS. See Attached Exhibit A. Individuals listed in Exhibit A are authorized to act in their respective areas for matters related to this MOU.
- L. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Participating Members is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the MOU.
- To Participating Members, at Participating Members' address shown in the MOU or such other address designated within the MOU.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- M. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Participating Members from participating in similar activities with other public or private agencies, organizations, and individuals.
- N. ENDORSEMENT. Any of Participating Member's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Participating Members' products or activities.
- O. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other



resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- P. COMPUTER/FACILITY ACCESS. The parties to this agreement may mutually agree to allow one another the use of communications systems, such as radio frequencies, computer system access, data transmission lines, etc. Such agreement shall be approved only by Agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.
- Q. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Participating Members to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- R. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- S. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- T. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official



Government business or when performing any work for or on behalf of the Government.

- U. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Participating Members shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- V. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Participating Members shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- W. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- X. DEBARMENT AND SUSPENSION. Participating Members shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Participating Members or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Y. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes



being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- Z. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **September 30, 2024** at which time it will expire.
- AA. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.



Signature Page: 1 of 13

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Memorandum of Understanding for the Eastern Area Coordination Center

USDA Forest Service, Eastern Region

Date 10/1/19

ROBERT LUECKEL, Acting Regional Forester
USDA Forest Service, Eastern Region

The authority and format of this agreement have been reviewed and approved for signature.

8/7/19

MIKE ROGERS, Grants Management Specialist
USDA Forest Service, Eastern Region

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Memorandum of Understanding for the Eastern Area Coordination Center

USDI, Bureau of Indian Affairs, Midwest Region

ACTING



TAMMIE POITRA, Regional Director
USDI, Bureau of Indian Affairs,
Midwest Region

Date 8-26-19

Memorandum of Understanding for the Eastern Area Coordination Center

USDI, Bureau of Indian Affairs, Eastern Region

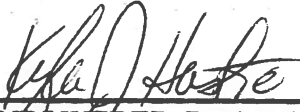


BRUCE MAYTUBBY, Regional Director
USDI, Bureau of Indian Affairs, Eastern Region

Date 9/6/2019

Memorandum of Understanding for the Eastern Area Coordination Center

USDI, Fish & Wildlife Service, North Atlantic-Appalachian Region 1

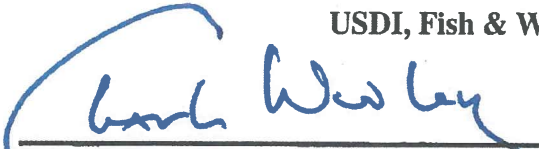


Date 9-17-19

Acting _____
WENDI WEBER, Regional Director
USDI, Fish & Wildlife Service, North Atlantic-Appalachian Region 1

Memorandum of Understanding for the Eastern Area Coordination Center

USDI, Fish & Wildlife Service, Midwest Region



Date 8/14/19

CHARLES WOOLEY, Regional Director
USDI, Fish & Wildlife Service, Midwest Region

Adri

Memorandum of Understanding for the Eastern Area Coordination Center

USDI, National Park Service, Midwest Region

Patricia S. Trap

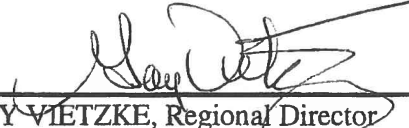
Date 8.15.19

Patricia S. Trap, Acting Regional Director

USDOI, National Park Service, Midwest Region

Memorandum of Understanding for the Eastern Area Coordination Center

USDO, Unified Region One, North Atlantic Appalachian



Date 9/26/19

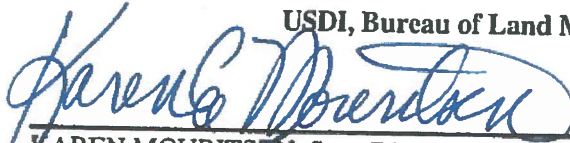
GAY VIETZKE, Regional Director
USDO, Unified Region One, North Atlantic Appalachian
National Park Service

Signature Page: 8 of 13

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Memorandum of Understanding for the Eastern Area Coordination Center

USDI, Bureau of Land Management, Eastern Region

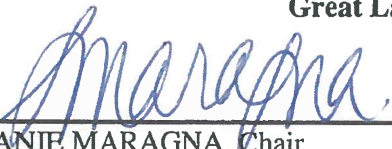


Date 8-13-19

KAREN MOURITSEN, State Director
USDI, Bureau of Land Management, Eastern Region

Memorandum of Understanding for the Eastern Area Coordination Center

Great Lakes Forest Fire Compact



Date Sept 3/19

STEPHANIE MARAGNA, Chair
Great Lakes Forest Fire Compact

Memorandum of Understanding for the Eastern Area Coordination Center

Big Rivers Forest Fire Management Compact



Date 9-3-19

BENJAMIN C. WEBSTER, Chair
Big Rivers Forest Fire Management Compact

Memorandum of Understanding for the Eastern Area Coordination Center

Middle Atlantic Interstate Forest Fire Compact



GREGORY GUESS, Chair
Middle Atlantic Interstate Forest Fire Compact

Date 8-15-19

Memorandum of Understanding for the Eastern Area Coordination Center

Northeastern Forest Fire Protection Commission



08/12/2019

Date _____

THOMAS PARENT, Executive Director
Northeastern Forest Fire Protection Commission

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Memorandum of Understanding for the Eastern Area Coordination Center

Northeast-Midwest State Foresters Alliance



DON VANHASSENT, Chair
Northeast-Midwest State Foresters Alliance

Date 8/19/19

Exhibit A**Principal Contacts**

USDA Forest Service, Eastern Region	USDI, Bureau of Land Management, Eastern Region
Name: Laura McIntyre-Kelly Address: 626 E. Wisconsin Ave. Ste. 500 City, State, Zip: Milwaukee, WI 53202 Telephone: 414-944-3811 Email: Laura.McIntyre-Kelly@usda.gov	Name: Mike Boomer Address: 273 Market Street City, State, Zip: Flowood, MS 39232 Telephone: 601-919-4663 (O) 775-335-9073 (C) Email: mboomer@blm.gov

USDI, Bureau of Indian Affairs, Eastern Region	USDI, Bureau of Indian Affairs, Midwest Region
Name: Lucas Minton Address: 545 Marriott Drive, Suite 700 City, State, Zip: Nashville, TN 37214-5081 Telephone: 615-564-6764 Email: lucas.minton@bia.gov	Name: Tom Remus Address: Midwest Region, 402 11 St. SE City, State, Zip: Grand Rapids, MN 55744 Telephone: 218-322-2693 Email: Thomas.Remus@bia.gov

USDOJ, Unified Region One, North Atlantic Appalachian	USDI, National Park Service Midwest Region
Name: Mark Musitano Address: 1234 Market Street, 20 th Floor City, State, Zip: Philadelphia, PA 19107 Telephone: 215-597-4865 FAX: 215-597-0351 Email: Mark_Musitano@nps.gov	Name: Patrick Pearson Address: 601 River Front Drive City, State, Zip: Omaha, NE 68102 Telephone: 402-661-1754 FAX: Email: Patrick_Pearson@nps.gov

USDI, Fish and Wildlife Service, Midwest Region	USDI, Fish and Wildlife Service, North Atlantic-Appalachian Region 1
Name: Jason Riggins Address: 5600 American Blvd. W., Ste.990 City, State, Zip: Bloomington, MN 55437 Telephone: 612-713-5366 Email: jason_riggins@fws.gov	Name: Art Canterbury Address: 300 Westgate Center Drive City, State, Zip: Hadley, MA 01035 Telephone: 413-253-8589 Email: art_canterbury@fws.gov

Great Lakes Forest Fire Compact	Middle Atlantic Interstate Forest Fire Compact
Name: Paul Lundgren Address: Minnesota Interagency Fire Center, 402 11 th St. SE City, State, Zip: Grand Rapids, MN 55744 Telephone: 218-322-2718 Email: paul.lundgren@state.mn.us	Name: Bob Hartlove Address: P.O. Box 24 City, State, Zip: Morris, PA 16938 Telephone: 717-572-4210 Email: bhartlove52@gmail.com

Northeastern Forest Fire Protection Commission	Big Rivers Forest Fire Management Compact
Name: Tom Parent Address: P.O. Box 6192 City, State, Zip: China Village, ME 04926 Telephone: 207-968-3782 Email: necompact@fairpoint.net	Name: Gail Kantak Address: Iowa DNR, 2404 South Duff Ave City, State, Zip: Ames, IA 50010 Telephone: 515-233-1161 Email: Gail.Kantak@dnr.iowa.gov

Northeast-Midwest State Foresters Alliance
Name: Don VanHassent Address: Maryland DNR Forest Service 580 Taylor Avenue, E-1 City, State, Zip: Annapolis, MD 21401 Telephone: 410-260-8504 Email: donald.vanhassent@maryland.gov

USDA Forest Service, Eastern Region Administrative Contact
Name: Mike Rogers Regional Grants Management Specialist Address: 401 Fairgrounds Road City, State, Zip: Rolla, MO 65401 Telephone: 573-341-7477 Email: michael.k.rogers@usda.gov