

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE

USDA FOREST SERVICE
STATE & PRIVATE FORESTRY

AND THE

THE DEPARTMENT OF THE INTERIOR
PUBLIC SAFETY, RESOURCE PROTECTION, AND EMERGENCY SERVICES
FOR THE
OFFICE OF WILDLAND FIRE**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into by and between the U.S. Department of Agriculture (USDA), Forest Service (USFS), State and Private Forestry, hereinafter referred to as the Forest Service, and the Department of the Interior, (DOI) Office of Public Safety, Resource Protection, and Emergency Services, Office of Wildland Fire (OWF), on behalf of the National Park Service (NPS), U.S. Fish and Wildlife Service (FWS), Bureau of Land Management (BLM), and Bureau of Indian Affairs (BIA). Collectively, the NPS, FWS, BLM, and BIA are hereinafter referred to as “DOI bureaus.”

A. PURPOSE:

1. The purpose of the MOU is to provide a general framework of cooperation for responding to and financially accounting for major disasters and emergencies, and for resolving differences or conflicts regarding this cooperation in an efficient, timely and constructive manner. This MOU:
 - a. Extends the ability of DOI resources to respond to an email subtasking from the USFS prior to the issuance of a formal written Mission Assignment from the Federal Emergency Management Agency (FEMA) and the subsequent written sub tasking from the USFS.
 - b. Establishes and clarifies the business rules and procedures by which DOI initiates mobilization of resources in support of USFS Emergency Support Function (ESF) 4 missions authorized by FEMA.
 - c. Ensures there is a fiscal arrangement between the USFS and the respective DOI Bureau is in place prior to the occurrence of an ESF 4 Mission Assignment.
2. The direction in this MOU applies to all USFS and DOI resources requested and/or utilized in support of the Department of Homeland Security (DHS), FEMA (headquarters and all FEMA regions) and provided directly in support of ESF 4 missions as defined by the National Response Framework.

B. AUTHORITY:

The authority for this MOU is 42 U.S.C. §§ 5170a, 5170b.

C. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

1. The USFS is the Lead Agency for ESF 4 under the National Response Framework. In this role, USFS responds to, manages and coordinates, and financially accounts for all-hazards incidents that are requested by FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Act) during presidentially-declared major disasters and emergencies under the Act.
2. The Department of the Interior is designated as a support agency to the USFS for ESF 4. Along with the USFS and FEMA they are mandated to adhere to the National Incident Management System (NIMS), the National Response Framework, and the Act during all presidentially declared major disasters and emergencies under the Act.
3. The USFS, DOI, and FEMA are required to use Federal financial principles, policies, regulations, and management controls to ensure full accountability for the expenditure of funds. An MOU between the USFS and FEMA (reference by USFS Agreement No. 21-SU-11132543-026) outlines their respective responsibilities and helps eliminate conflict and confusion in the administration of financial accountability.
4. The MOU between the USFS and FEMA allows the USFS to initiate the mobilization of resources consistent with the USFS role identified in the National Response Framework, including mobilization of resources initiated prior to the issuance of a formal written Mission Assignment. This notification of request may occur verbally or by an email request or via authorization from FEMA. Once USFS has issued the formal Mission Assignment, it will be forwarded to DOI OWF.
5. As Lead Agency for ESF 4, the USFS receives requests for resources, including personnel and assets, from FEMA through Mission Assignments, and often, because of the interagency integrated organization of wildland fire, the USFS issues a subtasking request to the DOI in order to provide the resources in support of the mission assigned by FEMA. This subtasking request provides the documentation necessary for reimbursement of expenditures in support of the assigned mission and is directly tied to the formal Mission Assignment issued by FEMA.

D. FOREST SERVICE WILL:

- A. In accordance with the MOU between the USFS and FEMA, initiate the mobilization of resources consistent with the USFS role identified in the National Response Framework and the USFS *Foundational Doctrine for All-Hazard Response*. In such cases, prior to the issuance of a formal written Mission Assignment, the request from FEMA must indicate:
- Who is requesting the resource(s)
 - What task they will be performing
 - Where they are to report
 - Funding estimate for Mission Assignment
 - Commitment to follow up with a signed Mission Assignment
- B. When necessary, ensure the subsequent issuance of a subtasking request upon receipt of a Mission Assignment. If the situation dictates the need for the mobilization of resources prior to the issuance of a formal written Mission Assignment as authorized by FEMA, the USFS will request DOI resources be mobilized through an email request to OWF and the DOI bureaus simultaneously. DOI bureau expenditures will be tracked from the moment of initial notification by the USFS.

A formal written subtasking request with all pertinent fiscal codes will be issued as quickly as possible. This subtasking request and the Mission Assignment will be forwarded to OWF for authorizing signatures and upon return, receipt a copy will be forwarded to the individual DOI bureaus.

The Mission Assignment and the signed subtasking request form or an email request from USFS will be considered the authorizing documents for DOI participation.

- C. In accordance with the MOU between the USFS and FEMA, the USFS will invoice FEMA within 30 days of incurring expenditures resulting from the issuance of a Mission Assignment and each month thereafter, until it is determined that all expenses have been billed.

E. DOI-OWF AND THE DOI BUREAUS WILL:

1. Upon receiving the subtasking request form or the email request from the USFS, OWF will acknowledge and authorize DOI participation by signing the subtasking request form and emailing it to the USFS and DOI Bureau Fire Directors. From the time of initial contact, OWF and DOI Bureaus will mobilize available personnel when Resource Order requests are received through the Incident Resource Ordering Capability (IROC) System.

The OWF and DOI Bureaus will initiate the mobilization of resources as requested prior to receiving a formal written FEMA Mission Assignment or USFS subtasking request as the situation dictates.

The fiscal codes will be linked to the appropriate Mission Assignment once it is received from FEMA and the subtasking request is authorized by OWF.

2. The OWF and bureaus DOI Bureaus will invoice the USFS for subsequent billing by the USFS to FEMA within 30 days of incurring expenditures resulting from the issuance of a subtasking request and each month thereafter, until it is determined that all expenses have been billed. (See Appendix A.)

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The USFS and DOI are committed to providing a work environment free from harassment. For any reported harassment that occurs during an ESF 4 assignment, appropriate agency policy for the prevention and elimination of harassment during emergency incidents will be followed, including coordination with FEMA on matters pertaining to harassment.
2. DOI and USFS agree on the following priorities for firefighting resources:
 - A. Providing fire management activities on Federal and Tribal lands, engaging all fires which are within or which threaten to spread from adjacent lands onto Federal or Tribal lands.
 - B. Providing fire management activities on state, private, or other lands.
 - C. Providing resources for ESF 4 mission.
 - D. Providing resources for other ESF's identified in the ESF Annexes to the National Response Framework.
 - E. Providing resources to other, non-identified support to FEMA or other ESF's.
3. All incidents, major disasters, and emergencies will be managed and coordinated using NIMS principles and practices. Incidents requiring Federal coordination will follow the processes identified in the National Response Framework (NRF).
4. Mobilization of resources will occur using the procedures identified in the *National Interagency Mobilization Guide*. Incident business management practices will occur using the procedures in the *NWCG Standards for Interagency Incident Business Management* and associated supplements.
 - A. In rare situations, alternative mobilization processes may need to occur. If this is to occur, coordination will occur between USFS and DOI OWF and the DOI Bureaus.

5. Federal firefighting resource response is interagency in nature and includes USFS, DOI Bureaus and offices, Tribal Nations, states, and local partners. Because of this, at times it can be difficult to close Mission Assignments within the 90 days prescribed in NRF processes. The USFS and the DOI Bureaus will make every attempt to complete the billing process as expediently as possible.
6. DISPUTE RESOLUTION. The parties to this agreement will settle any financial disputes that may arise under this agreement by following the direction in the Treasury Financial Manual Vol. 1, Part 2, Chapter 4700, Appendix 10; Intragovernmental Business Rules.

If a dispute or conflict about a policy or procedure arises, the parties will elevate the issue to their respective Undersecretaries/Agency Administrators or CFO Council or equivalent body, as appropriate.

7. MODIFICATIONS. Modifications within the scope of this MOU will be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being implemented. This includes any modifications to requirements incorporated by reference herein.
8. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the USFS, the DOI and their respective offices and bureaus from participating in similar activities with other public or private agencies, organizations, and individuals.
9. NON-FUND OBLIGATING DOCUMENT. This MOU 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 MOU 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 instruments or agreements that will be made in writing by representatives of the parties and will be independently authorized by appropriate statutory authority.
10. RESPONSIBILITIES OF PARTIES. The USFS, the DOI, and their respective offices and bureaus will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
11. PRINCIPAL CONTACTS. The principal contacts for this MOU (or their designated acting's) are listed in the attached Appendix A.
12. COMMENCEMENT/EXPIRATION DATE/TERMINATION. This MOU takes effect upon the last date of signature of the USFS and the DOI and will

remain in effect for five years from date of last signature. This MOU may be extended or amended upon written request of either the USFS or the DOI and the subsequent written concurrence of the other. Either party, in writing, may terminate the MOU in whole, or in part, with a 60-day written notice to the other.

13. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this MOU.

THE PARTIES HERETO have executed this MOU.

JANELITH RIVERA
Deputy Chief, State & Private Forestry
USDA Forest Service

Date

LISA BRANUM
Deputy Assistant Secretary
Public Safety, Resource Protection, and Emergency Services
Department of the Interior

Date

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

Sarah Russell
Forest Service Agreements Specialist

DATE

APPENDIX A

I. Principal Contacts

<p>Jerome “Jerry” Perez Director Forest Service Fire and Aviation Management PH: TBD Email: jerome.perez@usda.gov</p>	<p>Gordon Sachs Emergency Mgmt Specialist Forest Service Fire and Aviation PH: 202-340-8339 Gordon.sachs@usda.gov</p>	<p>Sarah Fisher Branch Chief – Incident Business Forest Service Fire and Aviation PH: 208-387-5944 sarah.fisher@usda.gov</p>
<p>Jeff Rupert Director Office of Wildland Fire Department of the Interior PH: 202-208-2719 jeffery_rupert@ios.doi.gov</p>	<p>Craig Leff Deputy Director Office of Wildland Fire PH: 208-334-1550 craig_leff@ios.doi.gov</p>	<p>Stephen Elmore Budget Officer Office of Wildland Fire Department of the Interior PH: 202-641-7521 stephen_elmore@ios.doi.gov</p>
<p>William Kaage Chief Division of Fire and Fire Aviation Management WASO-NPS PH: 208-387-5225 William_Kaage@nps.gov</p>	<p>Mark Koontz Program Lead, Planning & Budget NPS Branch of Wildland Fire PH: 208-387-5090 Mark_Koontz@nps.gov</p>	<p>Danica Colley Budget Analyst Office of Budget Execution NPS Branch of Wildland Fire PH: 208-387-5296 danica_colley@nps.gov</p>
<p>Chris Wilcox Chief, Fire Management Branch U.S. Fish and Wildlife Service PH: 208-387-5599 Chris_Wilcox@fws.gov</p>	<p>Shane McDonald Deputy Chief – Operations FWS Fire Management PH: 208-387-5976 Shane_McDonald@fws.gov</p>	<p>Reah Reedy AO FWS Fire Management PH: 208-387-5736 Reah_Reedy@fws.gov</p>
<p>Tami Defries Senior Program Advisor BLM Fire and Aviation PH: 202-208-4147 tdefries@blm.gov</p>	<p>Vacant Chief, Division of Fire Operations BLM Fire and Aviation PH: 208-387-5060</p>	<p>Joe Majewski Chief, Budget & Evaluation BLM Fire and Aviation PH: 208-387-5568 jmajewski@blm.gov</p>
<p>Aaron Baldwin Director Branch of Wildland Fire Management BIA Fire and Aviation PH: 208-387-5697 aaron.baldwin@bia.gov</p>	<p>Jacqueline Martin Deputy Director BIA Branch of Wildland Fire Management PH: 208-387-5576 jacquelinec.martin@bia.gov</p>	<p>Vacant Budget/Planning Director BIA-NIFC Budget PH: 208-387-5331</p>

II. BILLING PROCEDURES FOR SUBTASKED AGENCIES

The MOU between the USDA USFS and DOI provides a general framework of cooperation by OWF and the DOI Bureaus in responding to, managing, coordinating, and financially accounting for major disasters and emergencies and for resolving any differences or conflicts regarding this cooperation in an efficient and constructive manner.

1. The MOU defines the billing requirements for OWF and the DOI Bureaus (as subtasked agencies) under the ESF 4 Activation.
2. Subtasked agencies participating under Mission Assignments issued through ESF 4 will bill FEMA **through** the USFS. The USFS is responsible to reimburse the subtasked agency and, in turn, request reimbursement from FEMA.
3. The subtasked agency will provide form SF-1081 ESF Agency Submission (see following link) in addition to necessary documentation to support the bill amount **before** issuing a request for reimbursement through Intra-Governmental Payment and Collection (IPAC).
http://www.fs.fed.us/fire/ibp/all-hazard/ESF_4-forms-resources.html#forms
 - Necessary documentation includes a transaction report that supports eligible documented costs incurred per 44 CFR 206.8 – Reimbursement of Other Federal Agencies.
 - Invoices received for expenditures outside the Mission Assignment or OWF email notification to DOI Bureaus on the projected start and end date could result in nonpayment.
4. Subtasked bureaus and offices will submit requests for payment to the USFS by email sm.fs.asc.ipc@usda.gov fax: 1-866-816-9532 or hard copy to:
Albuquerque Service Center Budget & Finance
ATTN: Incident Finance – Incident Accounting Operations
5141 Masthead NE
Albuquerque, NM 87109
5. Invoice packages are required to be dated and signed, including title of signatory and contact information.
6. Subtasked agencies are required to submit one billing package per Mission Assignment per month for review by the 20th of each month.
7. Discrepancies will be discussed with the subtasked agency representative to reach resolution.
8. Once an invoice is approved, the subtasked agency will be notified via email with a Purchase Order number to reference on the IPAC billing. At this point, the IPAC is approved for processing.

NOTE: It is critical the IPAC is not processed until the subtasked agency has received notification from the USFS of bill approval. The IPAC bill reference # is

required in order for the IPAC to reflect properly within the USFS financial system. If the IPAC is submitted for payment before the above steps have occurred, there is a potential for a chargeback to be processed.

- a. If FEMA processes a chargeback against subtasked agency costs:
 - i. USFS will contact FEMA to determine issue and/or negotiate resolution.
 - ii. USFS will work with the subtasked agency for resolution.
9. The subtasked agency will send written notification to the USFS when billing has been completed on all mission assignments. Written notification must include the Mission Assignment Number.

III. CERTIFICATION OF UNLIQUIDATED OBLIGATION PROCEDURES

1. Subtasked agencies are required to review the Unliquidated Obligation (ULO) spreadsheet prepared by FEMA. This is a quarterly report to identify if agencies have completed billing or have additional costs yet to be billed on all mission assignments—keeping in mind that there may be bills-in-process.
2. Subtasked agencies need to report if they have completed billing, or have additional costs to be billed, by entering the totals and the appropriate agency identifier (OWF, BIA, BLM, FWS, or NPS) in the comment column.
NOTE: No response from a subtasked agency could result in the remaining balance on a mission assignment to be de-obligated before all billings have been processed.
3. Subtasked agencies must provide ULO certification response within 10 days of receipt. Please send to: sm.fs.asc.ipc@usda.gov
4. Any questions please contact:
 - a. Albuquerque Finance Center (ASC) – Operations Manager Incident Accounting Operations SM.FS.ASC_Acct_Ops@usda.gov
 - b. Kelli Perea – Supervisory Financial Analyst kelli.perea@usda.gov 505-252-8705