Memorandum of Understanding
for
Coordination and Cooperation of Fire Department Wildland Fire Assistance Programs

Among the
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
Bureau of Indian Affairs
U.S. Fish and Wildlife Service
National Park Service
and the

UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service
and the

FEDERAL EMERGENCY MANAGEMENT AGENCY
U.S. Fire Administration
and the

NATIONAL ASSOCIATION OF STATE FORESTERS

BLM No.	FA-MOU03-0002	USDA FS No.	
NPS No.	1443-G-2000-03-0100	FWS No.	
BIA No.	K00441-3-194	NASF No.	

I. STATEMENT OF MUTUAL BENEFITS AND INTEREST

This Memorandum of Understanding (MOU) is made and entered into by and among the Bureau of Land Management, National Park Service, U.S. Fish and Wildlife Service and the Bureau of Indian Affairs of the United States Department of the Interior, hereinafter referred to as DOI agencies, the National Association of State Foresters, a non-profit organization that represents the Directors of the State Forestry agencies of forty-nine States, eight U.S. Territories, and the District of Columbia, hereinafter referred to as NASF, the U.S. Fire Administration of the Federal Emergency Management Agency, hereinafter referred to as USFA, and the United States Department of Agriculture-Forest Service, hereinafter referred to as the Forest Service. Each of these entities shall be referred to in this MOU as a "partnering agency" and, collectively, the "partnering agencies."

The Federal agencies and NASF share the common goals of reducing the wildland fire threat to human life and property, as well as enhancing community well being in America. They recognize that each organization's mission can be better accomplished through cooperative efforts and sharing of talents, information, and resources. Therefore, these organizations agree to work together and support each other in the national effort to reduce loss of life, property, and natural resources resulting from catastrophic wildland fire.

II. PURPOSE.

The purpose of this MOU is to provide a general framework for cooperation and coordination among DOI agencies, NASF, USFA and the Forest Service in the delivery of wildland fire assistance to fire departments through their different programs, hereinafter referred to as the "Fire Department Assistance Programs." Under the leadership of the Wildland Fire Leadership Council (the line managers from the partnering agencies) and through the *ad hoc* Interagency Grant Team (representatives from the partnering agencies) this coordination will promote consistent and systematic Federal assistance to fire departments and support national efforts to improve firefighter safety, protect property, and save lives with respect to catastrophic wildland fire.

III. AUTHORITY.

A. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).

B. National Park Service Organic Act of August 1916 (16 U.S.C. 1).

C. National Wildlife Refuge Administration Act of June 27, 1998 (16 U.S.C. 668dd)

D. National Indian Forest Resources Management Act of 1990 (25 U.S.C. 3101 et seq.).

E. Cooperative Forestry Assistance Act of 1978 (P.L. 95-313, 92 Stat. 365 as amended; 16 U.S.C. 2101 (note), 2101-2103, 2103a, 2103b, 2104-2105).

F. Federal Fire Prevention and Control Act of October 29, 1974 (15 U.S.C. §§ 2201-2232).

G. Executive Order 12127 of March 31, 1979.

IV. RESPONSIBILITIES.

The Federal agencies, within the scope of their separate authorities, as referenced above, and NASF, acting on behalf of the State Foresters, will coordinate their respective grant application and award programs, to the extent appropriate and consistent with the requirements of federal law, to promote consistency and predictability, and improve the overall effectiveness of fire department assistance programs.

Consistent with the Federal Financial Assistance Management Improvement Act of 1999; Public Law 106-107, Paperwork Reduction Act of 1995; Public Law 104-13; and other applicable laws, partnering agencies will pursue the development of uniform Fire Department Assistance Grant applications. The agencies will work cooperatively to develop the Internet WEB site connections to facilitate access to information on Fire Department Assistance Programs, thus improving the opportunities for, and reducing burdens to applicants.

DOI AGENCIES AGREES TO:

1. Cooperate and coordinate with other partnering agencies in their reviews of competitive applications for Fire Department Assistance awards.

2. Share pertinent program-related information about applicants' pending grant applications and awards with other agencies and NASF, to the extent appropriate and consistent with the requirements of Federal law.

3. Share information about the Fire Department Assistance Program parameters and schedules on an on-going basis with other agencies and NASF.

4. Structure its Fire Department Assistance Programs to complement those of partnering agencies, as appropriate and practical.

NATIONAL ASSOCIATION OF STATE FORESTERS AGREES TO:

1. Provide input on the specific Fire Departments' applications being considered for awards by the Federal agencies, as appropriate and to the extent consistent with the requirements of Federal law.

2. Provide technical support to partnering agencies in their reviews of competitive applications for Fire Department Assistance awards, as appropriate and to the extent consistent with the requirements of Federal law.

3. Share pertinent program-related information about applicants' pending grant applications and awards with the Federal agencies, to the extent consistent with the requirements of Federal law.

4. Share information about the Fire Department Assistance Program parameters and schedules on an ongoing basis with other partnering agencies.

THE U.S. FIRE ADMINISTRATION AGREES TO:

1. Cooperate and coordinate with other partnering agencies in their reviews of competitive applications for Fire Department Assistance awards.

2. Share pertinent program-related information about applicants' pending grant applications and awards with other agencies and NASF, to the extent consistent with the requirements of Federal law.

3. Share information about the program parameters and schedules on an ongoing basis with other agencies and NASF.

THE FOREST SERVICE AGREES TO:

1. Cooperate and coordinate with other partnering agencies in their reviews of competitive applications for Fire Department Assistance awards.

2. Share pertinent program-related information about applicants' pending grant applications and awards with other agencies and NASF, to the extent consistent with the requirements of Federal law.

3. Share information about the Fire Department Assistance Program parameters and schedules on an ongoing basis with other agencies and NASF.

JOINT RESPONSIBILITIES:

1. The partnering agencies will communicate through conferences, meetings, telephone, facsimile, e-mail and other means. Each organization will share data and information, to the extent appropriate, practicable and consistent with the requirements of Federal law, regarding specified Fire Department Assistance Programs and activities at the local, state, and national levels. Each organization will designate an individual to coordinate these activities on a national level.

    a. The partnering agencies will meet, and/or conference call to assess the collaborative efforts of this MOU on an annual basis, at a minimum, after their respective annual Appropriations Acts have been approved; and

    b. The partnering agencies will update the Points-of-Contact listing for this MOU for their respective agency or bureau during the above annual assessment review, or as warranted.

2. Partnering agencies recognize the need to advise the public of the cooperative efforts of the partnering agencies, and will utilize their public information offices, and other means, to keep the public informed of the collaborative work of the organizations, as appropriate.

V. GENERAL PROVISIONS.

1. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not authorize or commit to noncompetitive awards to the partnering agencies or cooperators of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

2. Any information furnished to, or shared among, the partnering agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). Furthermore, no information provided to a partnering agency by any other partnering agency pursuant to the MOU shall be disclosed to any individual or entity (other than another partnering agency) without the prior written consent of the partnering agency that provided the information, unless such disclosure is required by law.

3. This instrument in no way restricts the partnering agencies, or any cooperators, from participating in similar activities with other public or private agencies, organizations, and

individuals or from implementing their respective Fire Department Assistance Programs in accordance with the applicable statutes, regulations or policies.

4. Nothing herein is intended, or shall be construed, as affecting or obligating the signatories to the expenditure of funds, or as involving the United States in any contract or other obligations. Partnering agencies may not obligate the expenditure of funds or provide services through their participation under the terms of this MOU unless such funds are available. For Federal agencies, funds must be appropriated by the Congress of the United States, or are otherwise available to the signatories.

5. The Department of Agriculture, Department of the Interior, Federal Emergency Management Agency, and the National Association of State Foresters and their respective agencies and offices are responsible for their own activities and costs, and will utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will endeavor to carry out its separate activities in a coordinated and mutually beneficial manner.

6. The terms of this MOU shall become effective with and upon execution of the last signature by the participating agencies and shall remain in effect for a maximum period of five-years from the date the last signature was placed on the approval section, or until such time as the MOU is dissolved by mutual agreement. The MOU shall be reviewed by all participating entities to determine its suitability for renewal, revision, or dissolution. Any signatory may withdraw from participation in this MOU within sixty- (60) days written notice to the other signatories. The remaining approving signatories may continue the provisions of this MOU as long as the USFA remains a signatory.

7. Modifications to this MOU may be initiated through DOI (BLM-OF&A) by any partnering agency. DOI-BLM is to act on the modification within sixty- (60) days of receipt of the request. Changes shall not take effect until documented and signed by all approving signatories.

8. Partnering agencies acknowledge that this MOU does not give rise to any partnering agency's claim against any other party for compensation for any loss, damage, personal injury or death occurring in consequences of the performance of this MOU; and each party expressly waives any such claims.

9. Partnering agencies acknowledge that this MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

VI. RESOLUTION OF DISAGREEMENT

Should disagreement arise on the interpretation of the provisions of this Memorandum of Understanding, or amendments and/or revisions thereto, that cannot be resolved at the operating level, each party shall state the area(s) of disagreement in writing and present them to the other party for consideration. If agreement on interpretation is not reached within thirty- (30) days, the parties shall forward the written presentation of the disagreement to the Wildland Fire Leadership Council, which shall make a non-binding recommendation to the parties to the disagreement.

VII. POINTS OF CONTACT.

Jim Shell
USDA Forest Service
P.O. Box 96090
Washington D.C.
202-205-1494 – office
202-205-1272 - fax

Joan O'Hara Wehner
NASF
444 N. Capitol Street, NW Suite 540
Washington, D.C. 20001
202-624-5258 – office
202-624-5407 - fax

Sally Hampton
Office of Wildland Fire Coordination
Department of the Interior
1849 C Street, N.W. ms 3060
Washington D.C. 20240
202-606-3206 – office
202-606-3150 - fax

Brian Cowan
FEMA-USFA
500C Street, S.W.
Washington D.C. 20472
202-646-2821 - office

Tammy Pataluna
Office of Acquisition and Property
Management (Federal Assistance)
Department of the Interior
1849 C Street, N.W. ms 5512
Washington D.C. 20240
202-208-4080 – office
202-208-6301 - fax

VIII. APPROVAL.

P. Lynn Scarlett, Assistant Secretary
Policy, Management and Budget
Department of the Interior

1/13/03
Date

Mark Rey, Under Secretary
Natural Resources and Environment
U.S. Department of Agriculture

1/13/03
Date

for R. David Paulison, Administrator
Federal Emergency Management Agency
U.S. Fire Administration

1/13/03
Date

James L. Sledge, Jr., President
National Association of State Foresters

1/13/03
Date

Kathleen Clarke, Director
DOI-Bureau of Land Management

1/13/03
Date

Terrance L. Virden, Acting Deputy Commissioner
DOI-Bureau of Indian Affairs

1-13-03
Date

Steven A. Williams, Director
DOI-Fish and Wildlife Service

1/13/03
Date

for Fran P. Mainella, Director
DOI-National Park Service

1/13/03
Date

Dale Bosworth, Chief
USDA, Forest Service

1/13/03
Date