

**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, 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), and for 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 in responding to and financially accounting for major disasters and emergencies, and for resolving any differences or conflicts regarding this cooperation in an efficient and constructive manner.
2. The direction in this MOU applies to all Forest Service and DOI resources requested and/or utilized in support to the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) (headquarters and all FEMA regions), and provided directly in support of Emergency Support Function 4 (ESF 4) missions as defined by the National Response Framework.

B. AUTHORITY:

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

C. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

1. The Forest Service is Lead Agency for ESF 4 under the National Response Framework. In this role, Forest Service responds to, manages and coordinates, and financially accounts for all-hazards incidents when 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 DOI bureaus are designated as support agencies to the Forest Service for ESF 4. Along with the Forest Service and FEMA they are mandated to adhere to the National Incident Management System (NIMS), the National Response Framework (NRF), and the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Act) during all presidentially-declared major disasters and emergencies under the Act.
3. The Forest Service, 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 Forest Service and FEMA (reference by Forest Service Agreement No. 16-SU-11132543-036) outlines their respective responsibilities and helps eliminate conflict and confusion in the administration of financial accountability.
4. The MOU between the Forest Service and FEMA allows the Forest Service to initiate the mobilization of emergency resources consistent with the Forest Service role identified in the National Response Framework. This mobilization may occur by a verbal/email request/authorization from FEMA prior to the issuance of a formal written Mission Assignment document. The MOU also assures that a written Mission Assignment will be issued by FEMA as documentation in cases where mobilization of resources was requested and authorized by FEMA prior to the issuance of a formal Mission Assignment.
5. As Lead Agency for ESF 4, the Forest Service receives missions from FEMA through Mission Assignments, and often, because of the interagency integrated organization of fire, issues a subtasking request to the DOI in order to provide personnel, other resources, and assets 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.
6. In order to expedite and streamline the response process, this MOU will extend the ability of DOI resources to respond to an email subtasking from the Forest Service prior to the issuance of a formal written Mission Assignment request by FEMA and the subsequent written subtasking from the Forest Service. It will establish and clarify the business rules and procedures by which DOI may initiate mobilization of emergency resources in support of Forest Service ESF 4 missions authorized by FEMA. It will ensure the fiscal arrangement is between the Forest Service and the respective DOI bureau and that a formal subtasking will be issued to the DOI upon issuance of a formal Mission Assignment to the Forest Service by FEMA.

D. FOREST SERVICE WILL:

1. In accordance with the MOU between the Forest Service and FEMA, initiate the mobilization of emergency resources consistent with the Forest Service role identified in the National Response Framework and the Forest Service *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
2. When necessary, ensure the subsequent issuance of a Subtasking Request upon receipt of a Mission Assignment. If the situation dictates the need for mobilization of emergency resources prior to the issuance of a formal written Mission Assignment as authorized by FEMA, the Forest Service will request DOI resources be mobilized through an email request to OWF and the bureaus simultaneously. Bureau expenditures will be tracked from the moment of initial notification by the Forest Service.

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 bureaus. The Mission Assignment and the signed Subtasking Request form will be considered the authorizing documents for DOI participation.

3. In accordance with the MOU between the Forest Service and FEMA, the Forest Service 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 email request from the Forest Service, OWF will acknowledge and authorize DOI participation by email to the DOI Bureaus. From the time of initial contact OWF and DOI Bureaus will make their personnel available and mobilize personnel when Resource Order requests are received through the Resource Order and Status System (ROSS).

The OWF and bureaus will initiate the mobilization of emergency resources as requested prior to receiving a formal written FEMA Mission Assignment or Forest Service 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. Invoice the Forest Service for subsequent billing by Forest Service 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:

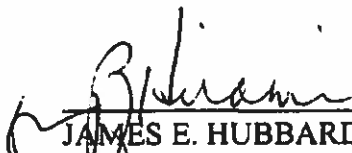
1. All incidents, major disasters, and emergencies will be managed and coordinated using NIMS principles and practices. Incidents requiring Federal coordination will follow the processes identified in the NRF.
2. Mobilization of emergency resources will occur using the procedures identified in the National Interagency Mobilization Guide. Incident business management practices will occur using the procedures in the Interagency Incident Business Management Handbook and associated supplements.
3. Federal firefighting resource response is interagency in nature and includes Forest Service, the DOI bureaus, state, tribal and local partners. Because of this, at times it can be difficult to close Mission Assignments within the 90 days prescribed in National Response Framework processes. The Forest Service and the DOI bureaus will make every attempt to complete the billing process as expeditiously as possible.
4. 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.

5. 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.
6. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service, the DOI and their respective offices and bureaus from participating in similar activities with other public or private agencies, organizations, and individuals.

7. 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.
8. RESPONSIBILITIES OF PARTIES. The Forest Service, 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.
9. PRINCIPAL CONTACTS. The principal contacts for this MOU (or their designated acting) are listed in the attached Appendix A.
10. COMMENCEMENT/EXPIRATION DATE/TERMINATION. This MOU takes effect upon the last date of signature of the Forest Service and the Department of the Interior and will remain in effect through March 31, 2021. This MOU may be extended or amended upon written request of either the Forest Service 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.
11. 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.



JAMES E. HUBBARD
Deputy Chief, State & Private Forestry
USDA Forest Service

8/18/16

Date



HARRY HUMBERT
Deputy Assistant Secretary
Public Safety, Resource Protection, and Emergency Services
Department of the Interior


9/12/16

Date

Forest Service Agreement No.
DOI Agreement No.

16-SU-11132543-040
MU16PWF0017

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

 4-6-16

Danielle L. Bohn DATE
Forest Service Grants & Agreements Specialist

APPENDIX A

I. Principal Contacts

<p>Shawna Legarza Director Forest Service Fire and Aviation PH: 202-205-0808 slegarza@fs.fed.us</p>	<p>Gordon Sachs Emergency Mgmt Specialist Forest Service Fire and Aviation PH: 202-340-8339 gsachs@fs.fed.us</p>	<p>Sarah Fisher Branch Chief Incident Business Forest Service Fire and Aviation PH: 208-387-5944 srfisher@fs.fed.us</p>
<p>Bryan Rice Director Office of Wildland Fire Department of the Interior PH: 202-208-2719 bryan_rice@ios.doi.gov</p>	<p>Dick Bahr Deputy Director - Management & Programs Office of Wildland Fire PH: 208-334-1550 Richard_bahr@ios.doi.gov</p>	<p>Amy Kishbaugh Budget Analyst Office of Wildland Fire Department of the Interior PH: 208-334-6195 amy_kishbaugh@ios.doi.gov</p>
<p>William Kaage Acting Chief Division of Fire and Fire Aviation Mgmt. WASO-NPS PH: 208-387-5225 William_Kaage@nps.gov</p>	<p>Mark Koontz Program Lead, Fire Operations NPS Branch of Wildland Fire PH: 208-387-5090 Mark_Koontz@nps.gov</p>	<p>Sheila Williams Administrative Chief Office of Budget Execution NPS PH: 208-387-5203 sheila_williams@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>Robert Eaton Deputy Chief – Operations FWS Fire Management PH: 703-358-1834 robert_eaton@fws.gov</p>	<p>Reah Reedy Administrative Officer 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>Jeff Arnberger Fire Operations Specialist BLM Fire and Aviation PH: 208-387-5477 jarnberg@blm.gov</p>	<p>Grant Beebe Chief, Budget & Evaluation BLM Fire and Aviation PH: 208-387-5161 gbeebe@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>Robert (Bob) Roberts Deputy Director BIA Branch of Wildland Fire Management PH: 208-387-5620 Robert.roberts@bia.gov</p>	<p>Linda Tatum Budget/Planning Director BIA-NIFC Budget PH: 208-387-5696 linda.tatum@bia.gov</p>

II. BILLING PROCEDURES FOR SUBTASKED AGENCIES

The Memorandum of Understanding (MOU) between the USDA Forest Service (FS) and Department of the Interior provides a general framework of cooperation by OWF and the DOI Bureaus (National Park Service, US Fish & Wildlife Service, Bureau of Land Management and Bureau of Indian Affairs) 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 ESF4 Activation.
2. Subtasked agencies participating under MA's issued through ESF4 will bill FEMA through the FS. The FS 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 IPAC.

<http://www.fs.fed.us/fire/ibp/all-hazard/esf4-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 request for payment to the FS by email asc_ipc@fs.fed.us fax: 1-866-816-9532 or hard copy to:
Albuquerque Service Center Budget & Finance
ATTN: Incident Finance – Incident Accounting Operations
101B Sun Ave 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 MA, 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 FS of bill approval. The IPAC bill reference # is required in order for the IPAC to reflect properly within the FS 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. FS will contact FEMA to determine issue and/or negotiate resolution.
 - ii. FS will work with subtasked agency for resolution
9. The subtasked agency will send written notification to the FS 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 cost to be billed, by entering the totals and the appropriate agency identifier (BLM, NPS, BIA, FWS) 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: asc_ipc@fs.fed.us
4. Any questions please contact:
 - a. Elizabeth Martin – Operations Manager Incident Accounting Operations
emartin@fs.fed.us @505-563-7937
 - b. Kelli Perea – Program Manager kperea@fs.fed.us 505-563-7307

