

MEMORANDUM OF UNDERSTANDING
among the
BUREAU OF LAND MANAGEMENT
BUREAU OF INDIAN AFFAIRS
U.S. FISH AND WILDLIFE SERVICE
NATIONAL PARK SERVICE
of the
UNITED STATES DEPARTMENT OF THE INTERIOR
and the
FOREST SERVICE
of the
UNITED STATE DEPARTMENT OF AGRICULTURE
for
NATIONAL WILDFIRE COORDINATING GROUP SHARED FUNDING

I. Introduction

This Memorandum of Understanding ("MOU") is between the United States Department of the Interior, Bureau of Land Management, Fire and Aviation Directorate ("BLM"), Bureau of Indian Affairs, Wildland Fire Management ("BIA"), Branch of Fire Management, Fish and Wildlife Service ("FWS"), and National Park Service, Branch of Fire Management ("NPS"); and United States Department of Agriculture, United States Forest Service, Fire and Aviation Management ("USFS"); jointly referred to as the "Parties."

II. Purpose(s)

The purpose of this MOU is to:

- A. Establish the shared NWCG funding responsibilities of the participating agencies.
- B. Enable program consistency and continuity by ensuring the following:
 1. Project funding and personnel management decisions are made by the Executive Board on behalf of all the participant agencies (Board members will ultimately work personnel actions through their respective human resources systems).
 2. Personnel positions can be filled by any federal participant agency and must be approved by the NWCG Executive Board if a position is being proposed to change agencies.
- C. Enable effective supervision and administration of the NWCG Staff.
- D. Support and enable effective and efficient NWCG operations.

III. Background

Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

- A. The National Wildfire Coordinating Group (NWCG) mission is to provide national leadership to enable interoperable wildland fire operations among federal, state, local, tribal, and territorial partners. Primary objectives include:
1. Establish national interagency wildland fire operations standards. Recognize that the decision to adopt standards is made independently by the NWCG members and communicated through their respective directives systems.
 2. Establish wildland fire position standards, qualifications requirements, and performance support capabilities (e.g., training courses, job aids) that enable implementation of NWCG standards.
 3. Support the National Cohesive Wildland Fire Management Strategy goals: to restore and maintain resilient landscapes; create fire adapted communities; and respond to wildfires safely and effectively.
 4. Identify the business needs and establish information technology (IT) capability requirements for wildland fire.
 5. Ensure that all NWCG activities contribute to safe, effective, and coordinated national interagency wildland fire operations.
- B. The NWCG Executive Board is comprised of appointed representatives from the member entities. The Executive Board provides leadership, strategic direction, and managerial oversight of all aspects of NWCG management and operations. The Executive Board members work in a collective, collaborative, and consensus-seeking manner to accomplish the NWCG mission.
- C. The NWCG Staff serves and reports to the Executive Board. The Staff provides national leadership and direction to accomplish the NWCG mission. This is primarily achieved by supporting the operations of the NWCG committees and their subgroups.
- D. The NWCG committees and subgroups are comprised of national interagency leaders and subject-matter experts representing the NWCG member agencies and the various functional areas of wildland fire management.
- E. The BLM, BIA, FWS, NPS and USFS jointly fund the NWCG effort. Formalizing NWCG funding practices through this MOU provides mutual benefit to the participating agencies by improving effectiveness and efficiency.

IV. Authorities

- A. The authorities for the Parties to enter into this MOU include, but are not limited to, the following:
1. Service First Initiative (P.L. 106-291; 114 Stat. 996; 43 U.S.C. 1701, as amended)

V. Roles and Responsibilities

The joint roles and responsibilities of the Parties include:

- A. Establish a funding contribution split for NWCG project costs and all NWCG staff labor costs. Changes in hosting agency for NWCG Staff positions will not change the established split unless negotiated between the parties of this MOU.
- B. Maintain the contribution splits (Appendix B) until participant agencies agree to a change. Update as necessary.
- C. Evaluate the annual NWCG budget proposal developed by the NWCG Staff in collaboration with agencies budget staffs. Mutually adjust the proposal as necessary and approve the annual NWCG budget.
- D. Provide agency specific administrative direction and support for NWCG Staff employees according to each employee's agency affiliation. Include direction and support in human resources management, payroll, charge card, training, travel, and accountable/non-accountable property management.
- E. In accordance with each Agency's guidance and procedures, provide written delegations of authority to the appropriate managers for day-to-day supervision of other-agency employees in their units. Delegations must document specific authorities, duties, and responsibilities, as well as any limitations on the delegation.

VI. Representatives

The Parties will designate representatives as specified in Exhibit A to ensure coordination during the implementation of this MOU. The Parties may change their point of contact at any time by providing a revised Exhibit A to the other Party. Any revisions must be added to the official file maintained in Central Files at the BLM Fire and Aviation Directorate, Boise, Idaho.

VII. Funding

Non-Fund Obligor Document: This MOU is neither a fiscal nor a funds obligation document. Any endeavor to transfer 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 documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

- A. Subject to the availability of funds, with implementation of this MOU, the Parties agree to fund their respective percentages of the shared cost to support the NWCG Staff and annual projects as outlined in Appendix B.
- B. Nothing contained herein shall be construed as obligating the Parties to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.
- C. If funding for specific projects is contemplated as a result of the relationship established by this MOU, such obligations must be independently authorized under separate funding instruments utilizing a specific authority.

VIII. Records Management

Any records or documents generated as a result of this MOU shall become part of the official BLM record maintained in accordance with BLM record management policies.

The cooperating agencies will keep confidential and protect from public disclosure any and all documents related to or generated by this MOU. BLM will determine their suitability for public review or release under the provisions of the Freedom of Information Act (FOIA), Privacy Act, and in accordance with Department of Interior or BLM regulations.

IX. Compliance with Applicable Laws and Regulations; Severability Clause

This MOU is subject to all applicable Federal laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed as in any way impairing the general powers of the BLM under such applicable laws, regulations, and rules. If any term or provision of this MOU is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions. Meeting the terms of this MOU shall not excuse any failure to comply with all applicable laws and regulations, whether or not these laws and regulations are specifically listed herein.

XI. Term, Amendments, and Termination

- A. Term of MOU:
 - 1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU.

2. This MOU shall be reviewed annually and remain in effect for five (5) years from the execution date unless terminated, extended, or cancelled prior to the expiration date.

B. Amendments:

1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.
2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed, and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

C. Termination:

1. This MOU may be unilaterally terminated at any time by any one of its participants, following at least 30 days written notice to the other participants.

XII. Signatures

- A. All signatories have the appropriate delegation of authority to sign this MOU.
- B. The Parties hereto have executed this MOU on the dates shown below.

_____ Dated: _____
Meagan Conry
Deputy Assistant Director, Fire and Aviation
DOI, Bureau of Land Management

_____ Dated: _____
Aaron Baldwin
Division Chief Fire Management
DOI, Bureau of Indian Affairs

_____ Dated: _____
Chris Wilcox
Chief, Branch of Fire Management,
DOI, Fish and Wildlife Service

_____ Dated: _____
Bill Kaage
Division Chief, Branch of Fire and Aviation
DOI, National Park Service

_____ Dated: _____
Anthony Bethas
Acting Deputy Fire Director,
Washington Office, Fire and Aviation Management
USDA, Forest Service

BLM No. MOU-FA140-2022-003
BIA No. 2022-K00441-MOU-001
FWS No. FF09R22-MOU-22001
NPS No. 2455-22-005
USFS No. 22-MU-11132543-007

Attachment(s):

Exhibit A – Principal Contacts

Exhibit B – Agency/Bureau contribution split for NWCG Project and NWCG Staff Labor
Costs

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

Sarah Russell
Agreements Specialist
USDA, Forest Service

Exhibit A

The principal contacts for this MOU are:

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Appendix B

Agency/Bureau Contribution Split for NWCG Project and NWCG Staff Labor Costs:

Agency	Percentage
USFS	60%
BLM	23%
BIA	8%
NPS	4%
FWS	5%

The agency split for NWCG project costs was established based on an April 2009 NWCG Budget Advisory Unit recommendation. This split was approved by the Executive Board at the March 18, 2009, NWCG meeting.

The agency split for NWCG Staff labor costs was originally established based on the agency contributions listed in the *NWCG FY16 V2 Agency Splits for Projects and Funding* spreadsheet. The split was approved by the NWCG Executive Board at the October 21, 2015, NWCG meeting.

The agreement was reviewed and revised in April 2020. Modifications included removing reference to the Budget Advisory Unit.

In March 2022, at the request of the Bureau of Land Management, the agency split for NWCG Staff labor costs was reevaluated. After discussions with the US Forest Service, an agreement was reached to convert to one split for both projects and labor as identified above. This split will be effective as of FY23.

These terms and conditions are incorporated and made a part of the referenced agreement.