

**MEMORANDUM OF UNDERSTANDING**  
**among**  
**USDI, BUREAU OF LAND MANAGEMENT,**  
**USDI, NATIONAL PARK SERVICE**  
**USDI, FISH AND WILDLIFE SERVICE**  
**and**  
**USDA, FOREST SERVICE**

BLM Agreement No. MOU-BLM- WO-850-2006-05

FS Agreement No. NFS 06-MU-11132218-083

NPS Agreement No. NPS 1443-MU-2601001

FWS Agreement No. 98210-6-N035

This Memorandum of Understanding (MOU) is entered into by and among the U.S. Department of the Interior (USDI), Bureau of Land Management (BLM), acting by and through the BLM Director, National Park Service (NPS) acting by and through the NPS Director, and the Fish and Wildlife Service acting by and through the FWS Director and the U.S. Department of Agriculture (USDA), Forest Service (FS), acting by and through the FS Chief, under the authority of Public Law 106-291, as amended, and Public Law 109-54, Title IV, Section 428, that extends the authorization for the Service First Program through Fiscal Year 2008.

**I. PURPOSE:**

The purpose of this MOU is to provide a framework for cooperation to improve the effectiveness and efficiency in attaining our shared mission goals and to implement the objectives of Service First. Specifically, Service First has three broad goals – improve customer service, increase operational efficiency, and enhance land stewardship, resource protection and conservation. The purpose of this MOU is to define the mechanism for Intra-Governmental Orders (IGO) or Task Orders (TO) among the BLM, NPS, FWS and the FS.

Under the Service First authority, the BLM, FS, NPS, and the FWS may pilot programs to conduct projects, planning, permitting, leasing, contracting, and other activities, either jointly or on behalf of one another. These four agencies may collocate in Federal offices and facilities leased by an agency of either Department and promulgate special rules as needed to test the feasibility of issuing unified permits, applications, and leases. Reciprocal delegations of authorities, duties, and responsibilities may be made to promote customer service and efficiency. To facilitate the sharing of resources, funds may be transferred and reimbursed on an annual basis, including transfers and reimbursements for multi-year projects. Limitations on the use of funds, however, may not be circumvented.

This MOU does not in any way change or relieve the agencies in the planning, implementation, monitoring, and quality assurance of the resource management activities being implemented, nor does this MOU provide the BLM, NPS, FWS or the FS with the authority to award each project or obligate funds without the full consent of the responsible designated BLM, NPS, or FWS or FS official.

This MOU is intended to provide the basis for subsequent IGOs and TOs to simplify the reimbursable process so that BLM, NPS, FWS or FS offices can quickly establish IGOs and TOs in a fiscally efficient manner. This implements Office of Management and Budget (OMB) Memorandums M-03-01, October

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Task Orders: "A task order means an order for services placed against an established contract or with Government sources."

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4, 2002, and M-06-09, March 29, 2006, which applies to the heads of all departments and agencies, to establish business rules for intra-governmental transactions. This requires the establishment of separate IGOs or TOs for each project or category of projects between given offices. The billing process must ensure that payments are correctly applied against the appropriate funds. This includes proper separation and accountability of funds, as well as the ability for prompt and efficient transfers of funds between agencies. Even though appropriations language may span multiple years, there is a budget requirement to establish reimbursable accounts on at least an annual basis. This does not preclude units from establishing multiple-year projects.

## **II. OBJECTIVES:**

The BLM, NPS, FWS and the FS are mandated to implement comprehensive natural and cultural resources programs that are responsive to the biological, social, cultural and economic needs of the lands under their respective jurisdictions. The BLM, NPS, FWS and the FS share similar or complementary missions and objectives to sustain, protect and conserve the resources for the benefit of future generations. It is advantageous for the BLM, NPS, FWS and the FS to combine and coordinate projects to attain the mutually defined goals and objectives of their agencies, as outlined in the Service First agreement. Both the BLM, NPS, FWS and the FS desire to establish an atmosphere of cooperative conservation and to work collaboratively at providing the best practices or results for the natural resources, customers, affected communities, and people within these ecosystems.

The BLM, NPS, FWS and the FS have offices and resource management functions in some of the same geographic areas. The agencies agree, to the extent feasible under legal, fiscal, and other limitations governing each agency, to accomplish mission goals and outcomes using the customer service principles outlined in Service First. This cooperation serves the mutual interest of the parties and the public.

## **III. ROLES AND RESPONSIBILITIES:**

**Authorizations:** The BLM, NPS, FWS and the FS authorize offices to develop mutually beneficial programs and projects of work under this agreement, including the sharing of resources. Units may agree to offset costs upfront to achieve these joint efforts; however, these costs need to be tracked by the individual Bureau program offices responsible for the collaborative project.

The BLM, NPS, FWS and FS authorize each other to use equipment, facilities, and other resources, as appropriate, to accomplish mutually agreed-upon work. Under the interdepartmental waiver rule (see 65 Comp. Gen. 464), the using/borrowing entity generally will not be held financially liable for the loss, theft, damage, or destruction of property items from the authorizing/loaning entity. The major exception to this general rule involves property that is part of a Working Capital Fund (WCF) Program. Loss, theft, damage, or destruction of WCF property results in costs that are reimbursable to the WCF Program. All employees have a personal obligation for the proper care, security, and return of property entrusted to them or under their control or direct supervision.

Authorize re-delegations of FS's authorities, duties, and responsibilities to the BLM, NPS, and FWS granted by Congress in Public Law 106-291, to promote customer service and efficiency in accordance with formal delegation procedures in FS Manual Section 1230.

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Authorize re-delegation of BLM's authorities, duties, and responsibilities to the FS, NPS, and FWS granted by Congress in Public Law 106-291, to promote customers service and efficiency in accordance with formal delegation procedures in BLM Manual Section 1203.

Authorize re-delegation of NPS's authorities, duties, and responsibilities to the FS, BLM, and FWS granted by Congress in Public Law 106-291, to promote customers service and efficiency in accordance with formal delegation subject to NPS program-specific delegations of authority.

Authorize re-delegation of FWS's authorities, duties, and responsibilities to the FS, NPS, and BLM granted by Congress in Public Law 106-291, to promote customers service and efficiency in accordance with formal delegation procedures in FWS Manual Part 030.

**Statement of Work and/or Tasks:** The Statement of Work or tasks should represent the needs of each affected agency, and can be tailored to fit areas of mutual agreement promoting the mission of each agency. The Buyer shall authorize/approve IGOs and TOs in accordance with agency policy before transmittal to the Seller. Rather than incorporate detailed wording from this MOU or any work planning document, reference can be made to attachments, as appropriate. Include any desired deliverables. The responsible official for the Seller is to ensure all personnel who work on the project and any expenses incurred are charged to the account classification number identified in the IGO or TO. Quality assurance (QA) procedures may be included in IGOs or TOs, if desired.

**Specific Projects:** The Service First authority provides for the agencies to meet Service First goals by conducting projects within the disciplines of the agencies. These include, but are not limited to, joint planning, range, forestry, cadastral survey, public affairs, lands and realty management, communications site management, resource protection and maintenance, safety, recreation, trails, volunteer programs, wild and scenic rivers, wilderness, fish and wildlife, riparian work, botany, cultural resources, tribal affairs, workforce and organizational support (e.g., administration), GIS and mapping, engineering, facilities management, threatened and endangered species, information technology, fire and aviation, interpretation, mining, and energy and minerals management.

#### **IV. BILLING AND PAYMENT:**

The parties are authorized to carry out their responsibilities under an IGO or TOs, subject to their respective funding procedures and the availability of appropriated funds. Should either party encounter budgetary problems in the course of its respective internal procedures, which may affect the activities to be carried out, that party will notify the other party in writing within 30 business days. Be clear as to available funding provided by the Buyer, including expiration of funding, e.g., appropriations good for 1 year, 2 years, or no-year funding. The funds may be obligated for more than 1 year; however, they need to be reconciled on an annual basis for a clean financial audit.

Per OMB direction, under Memorandum No. M-06-09 dated March 29, 2006, advance payment for service orders is allowed. The advance may not exceed 50 percent of the order amount. The parties may jointly approve final payment to the contractor(s) on all acquisitions. The contracting officer at the agency making the award (or other designated official) is responsible for making any and all payments to the contractor without intervention by the other agency.

During the life of the contract, a spreadsheet will be maintained that documents each agency's obligations, awards, modifications, and payments. The intent is to allow proper accounting of the

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appropriations and timely reprogramming of funds that are made available as a result of underbids or modifications.

The agencies will endeavor to include appropriate language in all Indefinite-Delivery type contracts that allows either agency to place orders against the contract(s). Tracking of the parent contract activity will be the responsibility of the parent contract awarding agency. Task/Delivery order administration, including, but not limited to, payments, claims, and modifications, will be the responsibility of the agency that awarded the Task/Delivery order.

#### **V. FUNDING:**

The IGO or TO utilized by each party office will reference the MOU numbers established in this agreement. Individual actions will utilize serving office procurement numbers and follow local billing procedures.

The BLM, NPS, FWS and the FS mutually agree to waive agency overhead charges through the life of this MOU on all actions accomplished under this agreement, provided there is mutual benefit and the Agency determines that the waiver will not result in a significant financial impact.

The IGOs or TOs shall not exceed the amount as stated in the order (inclusive of all modifications). The charges for goods/services will include all applicable to the order. For fixed price IGOs or TOs, the final charge will be the charge negotiated between the Buyer and the Seller. When advance payment has been made on a reimbursable based IGO or TOs and the actual costs are less than the estimate, the difference will be refunded.

The Seller will submit their billing through the Intra-governmental Payment and Collection (IPAC) system or the Intra-governmental Transaction Portal, whichever is applicable. Agencies shall follow the instructions from OMB to obtain a Dun & Bradstreet Universal Numbering System (DUNS) number and register in the Central Contractor Registration database. Bills shall reference the Buyer's DUNS Number, the Requesting Agency Location Code, the Treasury Account Symbol, the Accounting Classification Reference Code(s), the Obligating Document Number, a brief description of the service performed, and the Accounts Payable Point-of-Contact name and phone number.

A copy of the supporting documentation will be forwarded to the Buyer with the bill. The IGOs or TOs will clearly state the frequency of payment, e.g., monthly, quarterly, semi-annually, or upon delivery. It is recommended to coordinate with the Seller's billing point of contact to discuss billing frequency. Required data elements for intra-governmental bills shall include the elements defined by Attachment A-2, Exchange Transactions, OMB Memorandum M-03-01, October 4, 2002.

#### **VI. TERMS OF AGREEMENT AND RIGHT OF TERMINATION:**

Modifications within the scope of this MOU shall 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 performed. Either party under an IGO or TO may propose to make changes by notifying the other party in writing. All changes must be agreed to by both parties in writing.

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Any of the parties, in writing, may terminate this MOU, in whole or in part, at any time before the date of expiration. Similarly, an IGO or TO may be terminated by either party upon written notice. If an IGO or TO is terminated, payment will be made to the Seller for costs incurred up to the point of termination.

This MOU will be reviewed on an annual basis by all signatories and may be amended by the mutual consent of all parties. Changes require written modification, signed and dated by all parties, prior to the effective date.

## VII. GENERAL:

This agreement in no way restricts the BLM, NPS, FWS and the FS from participating in similar activities with other public or private agencies, organizations, and individuals.

This agreement is executed as of the date of last signature and is effective through **September 30, 2008**, at which time it will expire unless extended or until terminated by a 30-day advance written notice by either party. Each IGO or TO shall be effective upon signature of both parties and incorporate its own expiration date.

The principal contacts for this MOU are:

**Forest Service**  
Melissa Jones  
Assistant Director, Acquisition Management  
703-605-4664

**Bureau of Land Management**  
Nancy Adrain  
Bureau Procurement Chief  
202-452-5175

**National Park Service**  
Heidi Ernst  
Chief of Contracting  
303 987-6714

**Fish and Wildlife Service**  
James McCaffery  
Chief, Branch of Acquisition and Assistance  
Operations  
703-358-2176  
james\_mccaffery@fws.gov

**Non-Fund Obligating Document:** Nothing in this MOU shall obligate the BLM, NPS, FWS or the FS to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies or offices of the FS BLM, NPS and FWS will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

## VIII. 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 agreement.

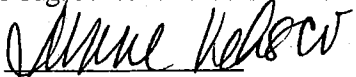
IN WITNESS WHEREOF, all parties have executed this MOU, as of the last date written below.

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By: 

Janine Velasco

Title: Acting Assistant Director, Business and  
Fiscal Resources

U.S. Department of the Interior  
Bureau of Land Management

11/21/06  
Date

By: 

for

John A. Wessels

Title: Acting Assistant Director for Business Service  
U.S. Department of the Interior  
National Park Service

11/21/06  
Date

By: 

Paul W. Henne

Title: Assistant Director - Business Management and Operations  
U.S. Department of the Interior  
Fish and Wildlife Service

11.22.06  
Date

By: 

Hank Kashdan

Title: Deputy Chief, Business Operations  
U.S. Department of Agriculture  
Forest Service

11/24/06  
Date