



United States Department of Agriculture

Departmental  
Management

November 28, 2018

Office of the  
Assistant Secretary  
for Administration

**TO:** Victoria C. Christiansen, Chief  
U.S. Forest Service, (FS)

Office of Human  
Resources  
Management

**FROM:** Daniel M. Kline, Branch Chief/*Daniel M. Kline*  
Labor Relations Division  
Office of Human Resources Management

1400 Independence  
Avenue, SW  
Washington, DC  
20250

**SUBJECT:** Review of the Memorandum of Understanding (MOU) Between the U.S. Forest Service and the National Federation of Federal Employees (NFFE) Forest Service Council (FSC) Regarding the Implementation of Service First

On behalf of the Secretary of Agriculture and in accordance with 5 U.S.C. § 7114(c), the Department has conducted an Agency Head Review of the subject MOU, executed on November 20, 2018. After review of the negotiated provisions, the Department finds them to be consistent with current applicable law, rule, and regulation; therefore, the MOU submitted by the parties for Agency Head Review is approved. The MOU shall have the effective date of this memorandum.

Enclosure

cc: Mary Pletcher, OHRM  
Robert Velasco, FS  
Tina J. Terrell, FS  
Mark D. Green, FS  
Gene G. Blankenbaker, FS  
Janet R. Crowley, FS  
Jeffrey L. Patterson, FS  
Melissa G. Baumann, NFFE

## CERTIFICATE OF SERVICE

I hereby certify that a copy of the Agency Head Review was served on this day, November 28, 2018, to the following parties of the U.S. Forest Service and the NFFE FSC regarding the Implementation of Service First:

Victoria C. Christiansen, Chief  
U.S. Forest Service  
[VCChristiansen@fs.fed.us](mailto:VCChristiansen@fs.fed.us)

via E-mail

Robert Velasco, Acting Deputy Chief for Business Operations, FS  
[RobertVelasco@fs.fed.us](mailto:RobertVelasco@fs.fed.us)

via E-mail

Tina J. Terrell, Acting Associate Deputy Chief, FS  
[TTerrell@fs.fed.us](mailto:TTerrell@fs.fed.us)

via E-mail

Mark D. Green, Acting Director, Human Resources Management, FS  
[MDGreen@fs.fed.us](mailto:MDGreen@fs.fed.us)

via E-mail

Gene G. Blankenbaker, Deputy Director, Human Resources Management, FS  
[GBlankenbaker@fs.fed.us](mailto:GBlankenbaker@fs.fed.us)

via E-mail

Janet R. Crowley, National Labor Relations Officer, FS  
[JCrowley@fs.fed.us](mailto:JCrowley@fs.fed.us)

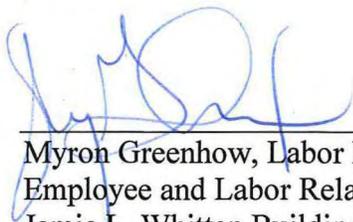
via E-mail

Jeffrey L. Patterson, National Labor Relations Specialist, FS  
[JeffreyLPatterson@fs.fed.us](mailto:JeffreyLPatterson@fs.fed.us)

via E-mail

Melissa G. Baumann, President, FSC, NFFE  
[MBaumann@fs.fed.us](mailto:MBaumann@fs.fed.us)

via E-mail



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Myron Greenhow, Labor Relations Specialist  
Employee and Labor Relations Division, OHRM  
Jamie L. Whitten Building, Room 316-W  
1400 Independence Avenue, SW, Mail Stop 9611  
Washington, DC 20250  
Phone: (202) 720-2809

## MEMORANDUM OF UNDERSTANDING

### SERVICE FIRST

#### Introduction

1. **Parties.** The Parties to this Memorandum of Understanding (“MOU”) are the USDA Forest Service (“Management”) and the National Federation of Federal Employees, Federal District No. 1, IAMA W (“Union”).
2. **Purpose.** This MOU documents the Parties’ agreement regarding implementation of Service First interagency operations among the bureaus, offices, and agencies of the United States Department of the Interior (USDI) and the United States Department of Agriculture (USDA) to the extent that they affect bargaining-unit employees (BUEs).
3. **Background.** Service First\* enables USDI and USDA agencies to co-locate offices, share staff and resources, and make reciprocal delegations of authority for the purpose of improving customer service to the public, increasing operational efficiencies among the agencies, and improving land-management across the agencies’ jurisdiction boundaries. The nature and extent of interaction between agencies may vary among Service First units. Service First interagency operations and funding procedures are set forth in a series of agreements between USDI and USDA agencies, including:
  - a. FS Agreement No. NFS 06-MU-11132218-083, *Memorandum of Understanding among*
    - i. *USDI, Bureau of Land Management;*
    - ii. *USDI, National Park Service;*
    - iii. *USDI, Fish and Wildlife Service; and*
    - iv. *USDA, Forest Service,*effective November 24, 2006, and its subsequent modifications and extensions; and
  - b. USDA Forest Service Agreement No. 12-IA-11132400-094, *Master Interagency Agreement Between the United States Department of the Interior,*
    - i. *Bureau of Land Management,*
    - ii. *U.S. Fish and Wildlife Service, and*
    - iii. *National Park Service, and the*
    - iv. *United States Department of Agriculture, U.S. Forest Service,**on General Terms and Conditions for Implementing Service First Interagency Funding Agreements,* effective February 22, 2012, and its subsequent extensions.

#### Planning

4. **Service First Activities.** For purposes of this MOU, Service First activities are considered to be any activities in which the Forest Service and one or more of its partnering USDA/USDI agencies engage under the authority of a Service First interagency agreement.
5. **Levels of Interaction.** The Parties recognize that the various types and levels of Service First activities will have different impacts on BUEs. Levels of interaction may range from:
  - a. Simple coordination of activities where the agencies do not share or exchange money or employees; to

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\* The guiding authorities for Service First are Public Law 106-291, Section 330, as amended to extend by Public Law 109-54, Section 428; Public Law 111-8, Section 418; and Public Law 112-74, Section 422.

- b. Complex coordination of activities where the agencies seek to have consistent outcomes or procedures; to
  - c. Sharing of facilities and equipment; to
  - d. Sharing of personnel and programs; to
  - e. Integration of functional services involving the intermixing of employees and their duties.
6. **Questions to be Considered.** Depending on the nature and level of complexity of the Service First activity, Management should consider the following questions when planning or evaluating a proposed activity:
- a. What are the unit-specific objectives and desired outcomes?
  - b. What are the lessons learned from this and other similar activities?
  - c. Can authorities be delegated at the appropriate levels?
  - d. Are adverse impacts to employees anticipated, and if so, can those impacts be mitigated?
  - e. Is a Civil Rights Impact Analysis necessary?
  - f. What are the time/cost/workload impacts of dual or multiple agency-specific certifications and mandatory training (e.g., civil rights, driver's license, law-enforcement, etc.)?
  - g. What are the telecommunications and computer-security issues?
  - h. How will success be measured?
  - i. Is a monitoring plan needed?
  - j. Is a communications plan needed for managers, employees, and customers?
  - k. Has the union been involved pre-decisionally?

#### **Operational Considerations**

7. **Information Technology and Telecommunications.** The Parties recognize the complexities of information technology and telecommunications in an interagency setting. When considering Service First activities, Management and the Union will consider the need for information technology and security and will attempt to resolve identified issues within their authority at that stage. Management will provide the equipment and systems-access needed to accomplish assigned work and process required documents, such as time-and-attendance, travel, training, etc. Management will address issues of interagency radio communications and compatibility, including completion of a Job Hazard Analysis for those projects where communications issues are identified.
8. **Orientation.** BUEs affected by Service First activities will receive orientation regarding pertinent regulations and policies of partnering agencies, supervisory and reporting processes, and any local agreements that affect their rights and benefits. A Union official will be afforded notice and opportunity to participate in the orientation for BUEs.
9. **Training and Certification for BUEs.** When BUEs are assigned to perform duties for other Service First agencies, Management will provide training for them to develop the necessary skills and obtain any required certifications to perform those duties. Management will attempt to eliminate duplicative USDA and USDI requirements for training and certification, such as information security awareness training, civil rights and anti-harassment training, Privacy Act training, driver's licensing, etc. When possible, Management will coordinate local training or certification sessions to accommodate both USDA and USDI employees.
10. **Training for Delegated Supervisors.** Management will make available supervisory training for employees of other Service First agencies who are delegated authority to supervise Forest Service BUEs. A copy of the current Master Agreement will be made available to those who supervise Forest Service BUEs.

11. **Service First Website.** Within 90 days of the effective date of this agreement all current Service First Interagency Memoranda of Understanding and Agreements shall be posted to the Service First SharePoint site and updated thereafter whenever new or modified agreements are signed.

### Positions and Employees

12. **Positions within Agencies.** USDI and USDA employees may be delegated authority and assigned to perform the *duties* of a position in another Service First agency, but all positions will remain in their respective agencies. Employees must be officially assigned to a single agency.
13. **Organizational Charts.** Each agency will retain its own structure and chain of command, which will be reflected in its official organizational chart. In addition, Service First units will develop a combined organizational chart showing supervisory relationships between positions that cross agency lines, as reflected in annual operational agreements. For shared duties and positions, the Service First organizational chart will show which agency is assigned the full-time equivalent (FTE) position.
14. **Filling Vacancies.** With regard to filling vacancies, when Management has determined that a shared position can be performed by either agency, then the Forest Service and the other Service First agency will simultaneously advertise the vacancy. The Forest Service vacancy announcement will state that the position may be located in either agency. When an employee applies to both advertisements and is selected by both agencies, the selected employee may request which agency will be the employing agency. This request must be made during the acceptance of the offer for the position. The Service First organizational chart will reflect the decision.
15. **Temporary Employees.** With regard to temporary employees in shared positions, the Forest Service must comply with Article 24.6 of the Master Agreement regarding time limitations for temporary employment in positions and successor positions. Shared temporary positions should not be established in either agency for the sole purpose of avoiding establishment of a permanent position.
16. **Classification/Pay Issues.** Management will attempt to resolve any apparent issues regarding position type (temporary, term, permanent seasonal, permanent full-time), classification, or pay inequities created by the Service First activity.
17. **Local Discussions.** Periodically, the Parties at the local level will discuss Service First activities to determine whether, why, and how positions are being affected, including whether USDI positions are being established to perform work previously performed by Forest Service BUEs.

### Delegations of Authority

18. **Purpose.** Delegation of authority allows employees to perform the duties of their own positions as well as the duties of positions from other Service First agencies without actually being detailed or reassigned into the other positions.
19. **Written Delegations.** When an employee is delegated authority, the delegation will be in writing from the responsible management official and a copy will be sent to the employee. The delegation must be issued before the employee begins performing the duties of the other agency. At minimum, written delegations will capture the following information:
  - a. The named individual and the individual's position in the agency making the delegation;
  - b. The named individual and the individual's position in the agency receiving the delegation;
  - c. The extent and limitations of authority being delegated;
  - d. All pertinent authorities to make the delegation;
  - e. Pertinent agency manual references or direction regarding exercise of the delegated authority;
  - f. The person or position to contact regarding questions about procedure aspects of exercising the delegation; and

- g. Any training requirements prior to use of the delegation.
20. **Questions and Training.** Questions regarding delegations of authority should be raised as early as possible and responded to in writing. Training will be provided to those individuals who receive delegated authority to supervise employees of another Service First agency. (See “Training and Certification,” below.)
21. **Copies of Delegations.** Upon request, Management will provide copies of written delegations of authority to the Union at the local level.

**Labor-Management Relations**

22. **Bargaining Unit.** Nothing in this MOU affects the bargaining-unit status of Forest Service employees or the rights and responsibilities of BUEs and the Parties under the Master Agreement. When an employee of another agency supervises a Forest Service BUE, that supervision must be in compliance with the Master Agreement and applicable USDA and Forest Service policies, directives, and guidance. When an employee of the Forest Service supervises an employee of another agency, the Forest Service employee is considered a supervisor under 5 USC 7103 and is excluded from the bargaining unit while performing such duties.
23. **Conflicts with Master Agreement.** Where conflicts between provisions of the Master Agreement and policies of other Service First agencies affect Forest Service BUEs, those conflicts may be raised to the National Parties for possible resolution. Where conflicts arise between provisions of the Master Agreement or its supplemental or subordinate agreements, and the collective bargaining agreements or local agreements of other Service First agencies, the Union will work with the other applicable unions for possible resolution.
24. **Grievance Procedures.** Nothing in this MOU affects the rights of BUEs or the Parties to grieve matters under Article 9 of the Master Agreement. Where a Forest Service BUE is working under the supervision of another Service First agency, that agency’s official organizational structure will be used to identify the proper receiving official for a grievance. Where the involvement of a Forest Service BUE with another Service First agency brings into question the authority to grant a remedy, the dispute should be raised to the National Parties for resolution.
25. **Collaboration and Pre-Decisional Involvement (PDI).** The Parties encourage Management and the Union at the appropriate levels to engage in an open and collaborative process during the planning of Service First activities, in accordance with Article 8.3 and 8.4 of the Master Agreement. Through collaboration and PDI, the Parties can often minimize the need for, or the length of, formal negotiations. However, collaboration and PDI may not meet Management’s bargaining obligations.
26. **Bargaining Obligations.** When changes to an existing Service First activity are initiated that will affect Forest Service and bargaining obligations exist between the Parties, the Parties will follow Article 11 of the Master Agreement.
27. **Expansion or modification of Interagency Agreements.** The Agency will notify and seek input from the Union at the National level prior to modifying or expanding interagency agreements.
28. **Intermediate and/or Local Negotiations.** Nothing in this MOU affects the rights of the Parties under the Master Agreement to engage in negotiations at the intermediate or local levels. Issues which may be appropriate for such negotiations include office space, parking, training, methods of posting vacancy announcements.
29. **Pre-WRAPS and WRAPS.** Pre-WRAPS and WRAPS processes may be used on Service First operations to restructure Forest Service organizations. The analysis under Article 32.2 of the Master



**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."

MODIFICATION NO. 1

to

MEMORANDUM OF UNDERSTANDING  
between

USDA FOREST SERVICE, Agreement # 06-MU-11132218-083  
and

USDI, BUREAU OF LAND MANAGEMENT Agreement# MOU-BLM-WO-850-2006-05  
USDI, NATIONAL PARK SERVICE, Agreement # NPS 1443-MU-2601001  
USDI, FISH AND WILDLIFE SERVICE, Agreement # 98210-6-N035

1. Purpose of the Modification: The purpose of the modification is to extend the original Memorandum of Understanding's (MOU) performance period from an expiration date of September 30, 2008, to an expiration date of March 6, 2009. This change would align the MOU with the period of legislative authority for Service First under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 (Continuing Resolution, P.L. 110-329, Sept. 30, 2008; 122 Stat. 3574).

Change in Performance Period: The expiration date of "September 30, 2008" is deleted and the new expiration date of "March 6, 2009" is inserted in lieu thereof.

This modification is issued pursuant to clause no. VI. Terms of Agreement and Right of Termination.

Except as provided herein, all terms and conditions of the referenced document remain unchanged and in full force.

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

By: /s/ Michael A. Ferguson 10/07/08  
Michael A. Ferguson Date  
Assistant Director, Business and Fiscal Resources  
U.S. Department of the Interior  
Bureau of Land Management

By: /s/ Katherine H. Stevenson 10/08/08  
Katherine H. Stevenson Date  
Assistant Director, Business Services  
U.S. Department of the Interior  
National Park Service

By: /s/ Paul W. Henne 10/07/08  
Paul W. Henne Date  
Assistant Director – Business Management and Operations  
U.S. Department of the Interior  
Fish and Wildlife Service

By: /s/ Hank Kashdan 10/21/08  
Hank Kashdan Date  
Deputy Chief, Business Operations  
U.S. Department of Agriculture  
Forest Service

The authority and format of this instrument have been reviewed and approved for signature.	
<u>/s/ Vigdis Jacobsen</u>	<u>10/08/08</u>
Grants and Agreements Specialist	Date

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

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.

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

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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NPS Agreement No. NPS 1443-MU-2601001  
FWS Agreement No. 98210-6-N035

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.

BLM Agreement No. MOU-BLM- WO-850-2006-05  
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FWS Agreement No. 98210-6-N035

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.

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

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

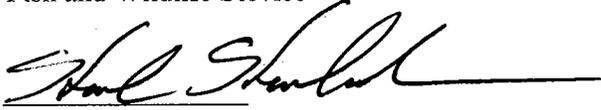
By: 

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

MODIFICATION NO. 3

to

MEMORANDUM OF UNDERSTANDING

between

USDA FOREST SERVICE, Agreement # 06-MU-11132218-083  
and

USDI, BUREAU OF LAND MANAGEMENT Agreement# MOU-BLM-WO-850-2006-05  
USDI, NATIONAL PARK SERVICE, Agreement # NPS 1443-MU-2601001  
USDI, FISH AND WILDLIFE SERVICE, Agreement # 98210-6-N035

Purpose of the Modification: The purpose of the modification is to extend the original Memorandum of Understanding's (MOU) performance period from an expiration date of September 30, 2011, to an expiration date of September 30, 2013. This change reflects the extension of legislative authority for Service First for fiscal year 2012 and each fiscal year thereafter under the Consolidated Appropriations Act, 2012 (Public Law No. 112-74). A new, national Service First MOU is under development to provide expanded guidance for use of the now permanent authority and is expected to be in place before the expiration of this Modification.

Change in Performance Period: The expiration date of "September 30, 2011" is deleted and the new expiration date of "September 30, 2013" is inserted in lieu thereof.

This modification is issued pursuant to clause no.VI. Terms of Agreement and Right of Termination.

Except as provided herein, all terms and conditions of the referenced document remain unchanged and in full force.

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

By: Janine Velasco  
Janine Velasco  
Assistant Director, Business and Fiscal Resources  
U.S. Department of the Interior  
Bureau of Land Management

1/19/12  
Date

By: Robert Gordon  
Robert Gordon ~~Associate~~  
Acting ~~Assistant~~ Director, Business Services  
U.S. Department of the Interior  
National Park Service

1/19/12  
Date

By: Paul W. Henne  
Paul W. Henne ~~w/Assistant~~  
Assistant Director - Business Management and Operations  
U.S. Department of the Interior  
Fish and Wildlife Service

1.23.12  
Date

By: Lenise Lago  
Lenise Lago  
Deputy Chief, Business Operations  
U.S. Department of Agriculture  
Forest Service

1/18/12  
Date

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

[Signature]  
Grants and Agreements Specialist (FS)

1/17/12  
Date