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USFS No. 09-MU-11130206-021

Memorandum of Understanding

for

WILDLAND FIRE MANAGEMENT and ALL HAZARD RESPONSE INFORMATION SYSTEMS INTERCONNECTION

among the

Bureau of Land Management
Bureau of Indian Affairs
Fish and Wildlife Service
National Park Service

of the

UNITED STATES DEPARTMENT OF THE INTERIOR

and the

Forest Service

of the

UNITED STATES DEPARTMENT OF AGRICULTURE

I. STATEMENT OF MUTUAL BENEFITS AND INTERESTS.

This Memorandum of Understanding (MOU) is entered into by and among the Bureau of Land Management, hereinafter referred to as "BLM," National Park Service, hereinafter referred to as "NPS," Bureau of Indian Affairs, hereinafter referred to as "BIA," and Fish and Wildlife Service, hereinafter referred to as "FWS" of the United States Department of the Interior, and the U.S. Forest Service, hereinafter referred to as "USFS," of the United States Department of Agriculture, and hereinafter referred to collectively as the "Wildland Fire Management Agencies".

The agencies with wildland fire management responsibilities have individual agency missions, but all share common goals with respect to reducing the wildland fire threat to human life and property, community well-being and ecosystem health. In an effort to be more effective and efficient in the use of resources, data, and expertise, and in accomplishing their respective agency's mission, the Wildland Fire Management Agencies agree to interconnect automated information systems, when appropriate, for the express purpose of sharing resources and services. The Wildland Fire Management Agencies will identify which information system(s) should allow interconnection(s). The concept of sharing information resources and services fosters an "enter once, view many times/places" approach that will reduce redundancy and emphasize accuracy by relying on the authoritative data repository or processing site.

II. PURPOSE.

The purpose of this MOU is to further cooperation among the Wildland Fire Management Agencies by establishing the framework for providing a consistent and repeatable process to securely share information system resources and services through individual point-to-point interconnections, the use of a Service Oriented Architecture (SOA), or other methodologies. Shared information resources and services include, but are not limited to, web services, legacy systems, networks, databases, and applications.

III. AUTHORITY.

A. Federal Information Security Management Act of 2002 (44 U.S.C. 3541, et seq.).

B. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1702).

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

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

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

F. 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).

G. Robert T. Stafford Disaster Relief and Emergency Assistance Act, P.L. 93-288, as amended, 42 U.S.C. 5121 et seq.

IV. THE PARTNERING AGENCIES MUTUALLY AGREE TO.

A. Provide for the sharing of data and information of mutual interest, as appropriate.

B. Adhere to the guidance and recommendations specified in the most current National Institute of Standards and Technology (NIST) Special Publication 800-47 when developing interconnection plans and agreements involving Federal information systems.

C. Negotiate interconnection plans, agreements or other appropriate arrangements separate from this MOU for specific details on how information system resources or services are shared.

D. Provide secure automated interfaces that assure system protection from internal and external threats, and assure the integrity and availability of data and services. To ensure the security of systems, the Wildland Fire Management Agencies shall comply with NIST requirements (e.g., NIST 800-53) as well as their respective agency's Information Technology (IT) security requirements.

E. Ensure that sensitive, but unclassified information is properly secured in order to protect the confidentiality of data subject to the Privacy Act, and prevent unauthorized disclosure of Personally Identifiable Information (PII).

F. Coordinate efforts through the existing NWCG protocols.

V. GENERAL PROVISIONS.

A. Signatory agencies are not obligated to make expenditures of funds or provide services through their participation under the terms of this MOU unless such funds are available through appropriations by the Congress of the United States, or are otherwise available under the annual Appropriations Acts for the signatory Federal agencies.

B. Signatory agencies and their respective offices are responsible to manage their own activities and costs, and will utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its respective separate activities in a coordinated and mutually beneficial manner.

C. Nothing in the MOU shall require participating agencies to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property among the various agencies and offices of the signatory agencies will require execution of separate agreements or other appropriate arrangements, and will be contingent upon the availability of appropriated funds. This MOU does not provide such authority. Negotiation, execution and administration of each such agreement(s) must comply with all applicable statutes and regulations.

D. The terms of this MOU shall become effective with and upon execution of the final signature by the participating agencies and shall remain in effect for a period of five (5) years from the date the final signature was placed on the approval section, or until such time as the MOU is terminated by mutual agreement. The MOU shall be reviewed by all participating entities annually, and/or as warranted to determine its suitability for renewal, revision, or termination. Any signatory may terminate their participation in this MOU with one hundred-twenty (120) days written notice to the other signatories.

E. Modifications to this MOU may be initiated by any signatory agency. The modifications shall not take effect until documented and signed by all signatory agencies. The BLM is designated as the agency responsible for all administrative oversight of modifications to this MOU.

F. Any information furnished to, or shared among, the signatory agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act of 1974, 5 U.S.C. § 552a, as amended. The participating Wildland Fire Management Agencies will protect sensitive information according to their agency's policy and protocol. Furthermore, no participating agency may disclose to any non-participating entity any information received through this MOU unless: (a) the participating agency providing the information provides written consent or (b) federal law requires disclosure.

G. This MOU in no way restricts the signatory agencies from participating in similar activities with other public or private agencies, organizations, and individuals or from implementing their respective programs in accordance with the applicable statutes, regulations or policies.

H. Signatory 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, or the parties to this MOU.

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 agency shall state the area(s) of disagreement in writing and present them to the other Wildland Fire Management Agencies for consideration. If agreement on interpretation is not reached within thirty (30) days, the Wildland Fire Management Agencies shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

VII. PRINCIPAL CONTACTS.

The Principal Contacts are the representatives of and on behalf of the participating wildland fire management agencies. Changes to the Principal Contacts may be made by written notification to the other signatory agencies. The Principle Contacts are responsible for coordinating an annual review of the currency and adequacy of this MOU among the signatories, and/or their designees.

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VIII. APPROVALS:

This Memorandum of Understanding shall be effective for a period of five (5) years commencing on the date the final signature is placed in this signature section.

Mike Pool, Acting Director
Bureau of Land Management

4/2/09
Date

Abigail R. Kimbell, Chief
U.S. Forest Service

6/30/09
Date

Gerold Gidner, Director
Bureau of Indian Affairs

4/16/09
Date

Rowan Gould, Acting Director
Fish and Wildlife Service

4/14/09
Date

Daniel N. Wenk, Acting Director
National Park Service

5/4/09
Date