

Memorandum of Understanding
for
COOPERATION AND JOINT MANAGEMENT OF COMMON SERVICES
between the
DEPARTMENT OF AGRICULTURE
and
DEPARTMENT OF THE INTERIOR

I. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

The Department of the Interior (DOI) and the US Department of Agriculture (USDA) agencies regularly work jointly to perform complimentary missions and services. Protection of public safety through law enforcement and wildland fire depends on the ability of to communicate seamlessly across agency systems. Our agencies perform similar other land management and resource management functions, often in close proximity and in shared work environments. The ability of those employees and programs to work efficiently and effectively together depends upon delivering network, radio, dispatch, and other services in a seamless manner. The development of joint policies and standards and the implementation of common services minimize the necessary physical infrastructure and supporting management organizations.

II. PURPOSE

The purpose of this Memorandum of Understanding is to express a commitment to the development and implementation of cooperative, jointly agreed upon and managed standards, policies, programs, and services through a standing management structure. That management structure will:

- A. Identify and implement solutions that meet user requirements for voice and data interconnectivity
- B. Ensure consistent agency policies necessary to implement solutions;
- C. Maximize the sharing of infrastructure, facilities, and capabilities;
- D. Foster the development of new technologies.

III. STATEMENT OF POLICY

We are committed to the development and implementation of interoperability and interconnection solutions that integrate and combine voice and data networks to provide transparent and seamless communications, services, and access to data by agency program users. These solutions must be customer driven to meet mission requirements of our agencies while implemented in a cost-effective manner. We are committed to the development and ongoing management of common program management structures to deliver these interoperable and interconnection solutions.

IV. AUTHORITY This section requires OGC/SOL review

MEMORANDUM OF UNDERSTANDING for COOPERATION AND JOINT MANAGEMENT OF COMMON SERVICES

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the U.S. Department of Agriculture and the Department of the Interior under the following authorities:

- A. Paperwork Reduction Act (PRA) of 1980, as amended by the Paperwork Reduction Act of 1995 (44 U.S.C. Chapter 35);
- B. The Clinger-Cohen Act (also known as "Information Technology Management Reform Act of 1996") (Pub. L. 104-106, Division E);
- C. The Privacy Act, as amended (5 U.S.C. 552a);
- D. The Chief Financial Officers Act (31 U.S.C. 3512 et seq.);
- E. The Federal Property and Administrative Services Act, as amended (40 U.S.C. 487);
- F. The Computer Security Act of 1987 (Pub. L. 100-235);
- G. The Budget and Accounting Act, as amended (31 U.S.C. Chapter 11);
- H. The Government Performance and Results Act of 1993(GPRA);
- I. The Office of Federal Procurement Policy Act (41 U.S.C. Chapter 7);
- J. The Government Paperwork Elimination Act of 1998 (Pub. L. 105-277, Title XVII),
- K. Executive Order No. 12046 of March 27, 1978;
- L. Executive Order No. 12472 of April 3, 1984;
- M. Executive Order No. 13011 of July 17, 1996; and
- N. Homeland Security Presidential Directive 12 (HSPD-12).
- O. Service First Public Law 106-291, October 11, 2000, Section 330, 43 USD 1701 page 76;
- P. Service First Public Law 109-54, August 2, 2005, Section 428, pages 48-57

V. ORGANIZATION

- A. Joint Management Council - The Joint Management Council (JMC) is a policy-level body comprised of the leaders of information technology and mission programs of both Departments. The JMC shall be responsible for establish strategic direction, setting policy, approving significant investments, and providing oversight for delivery of common management services.
- B. Senior Working Group – The Senior Working Group (SWG) is a senior-level body comprised of program managers and executives in of information technology and mission programs of both Departments. The SWG shall be responsible for implementing the direction and policies established by the JMC and for managing on-going cooperation and joint management of common services. The SWG will utilize existing governance and program management structures whenever possible, but may establish standing or temporary committees to address specific issues. The SWG will establish the Dispatch Management Group. *(Do we want to talk IRA, Service First, etc., types of groups...as being adopted and managed?)*
- C. Dispatch Management Group – The Dispatch Management Group (DMG) is group of managers comprised of representatives from the affected agencies, information technology, facilities, and mission programs as established by the SWG. The DMG shall be responsible for the development, recommendation to the JMC, and implementation of interagency standards, policies, and capabilities necessary to provide common dispatch services to agency field-going personnel. The DMG will utilize existing governance and program management structures whenever possible, but may establish standing or temporary committees to address specific issues.

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- D. Committees – Committees, both standing and temporary, are comprised of subject matter experts drawn from all agencies and program areas as appropriate. Committees will be the primary method for developing common standards, identifying user requirements, and providing recommendations to the DMG, the SWG, and the JMC.

E. *Do you want to talk about the Program Management role and how it might be funded/FTE, etc.?*

VI. RESPONSIBILITIES

- A. The Assistant Secretary – Policy, Management and Budget in the Department of the Interior and the XXXXX in the Department of Agriculture are responsible for the implementation of this MOU and for reporting to the signatories from time to time on implementation.
- B. The leaders of agencies and programs within the two Departments are responsible for promoting and supporting policies and organizations set forth in this MOU.

VII. GENERAL PROVISIONS

- A. Nothing in this MOU shall obligate either the USDA or DOI 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 USDA or DOI 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.
- B. The terms of this MOU shall become effective within 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 authorized 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.
- C. Either signatory may withdraw from participation in this MOU with ninety (90) days written notice to the other signatory.
- D. Modifications to this MOU may be initiated by any signatory department. The modifications shall not take effect until documented and signed by all signatory departments.

VIII. SIGNATORIES

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.

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

TOM VILSACK, Secretary of Agriculture
U.S. Department of Agriculture

Date

KEN SALAZAR, Secretary of the Interior
Department of the Interior

Date

DRAFT