



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

NOV 10 2015

Memorandum

To: Bureau Deputy Directors

From: Kristen J. Sarri *KJS*
Principal Deputy Assistant Secretary - Policy, Management and Budget

Subject: Expansion of Service First Authority

In 2012, Congress passed Service First legislation which gave the Secretaries of the Interior and Agriculture the authority to establish programs involving certain land management agencies to conduct activities jointly or on behalf of one another, co-locate in Federal offices or leased facilities, make reciprocal delegations of their respective authorities, duties and responsibilities, and make transfer of funds and reimbursement of funds on an annual basis, including transfers and reimbursements for multi-year projects.

In 2013, the land management agencies granted the Service First authority agreed on a set of foundational documents which facilitate the exercise of the authority. These documents include a Memorandum of Understanding (MOU) and a Master Interagency Agreement (IA). The MOU provides a framework for cooperation to improve the Agencies' effectiveness and efficiency in implementing the three objectives of the Service First authority. The IA establishes a framework for general terms and conditions for fund-obligating interagency agreements between and among the Service First Agencies that tier to the IA.

In 2014, Congress passed legislation expanding the Service First authority to include all bureaus and offices in the Departments of Interior and Agriculture (Public Law 113-76). The Office of the Solicitor advised that these additional components should sign on to the MOU and IA in order to be able to properly exercise the Service First authority, but advises that the substance of the documents themselves does not need to be amended.

Please distribute this memorandum and attachments to all bureaus and offices to facilitate the exercise of the Service First authority. The Department's Service First Coordinator Joan Guilfoyle may be reached at 202-603-6924, jguilfoyl@blm.gov. Additional information can be found at <http://www.fs.fed.us/servicefirst/>

Attachments

- Memorandum of Understanding (2013)
- National Master Agreement (2013)
- Signature page for newly added bureaus and offices
- Public Law 113-76 (2014)



MEMORANDUM OF UNDERSTANDING

among the

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
UNITED STATES FISH AND WILDLIFE SERVICE
NATIONAL PARK SERVICE**

and the

**UNITED STATES DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

ON IMPLEMENTING THE SERVICE FIRST AUTHORITY

Forest Service: 13-MU-11132420-337
Fish & Wildlife Service: 98210-6-N035
Bureau of Land Management: BLM-SFA-2014-001
National Park Service: NPS 1443-MU-2601001

This memorandum of understanding (MOU) is entered into by the United States Department of the Interior (DOI), Bureau of Land Management (BLM); National Park Service (NPS); and the United States Fish and Wildlife Service (FWS), and the United States Department of Agriculture (USDA), United States Forest Service (FS) (hereinafter “the Agencies”), to implement their authority under the Service First statute.

I. PURPOSE

The purpose of this MOU is to provide a framework for cooperation to improve the Agencies’ effectiveness and efficiency in implementing the three objectives of the Service First authority: improved customer service, increased operational efficiency, and enhanced stewardship of federal lands and resources.

II. AUTHORITY

Section 330, Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. No. 106-291, 114 Stat. 922, 996, 43 U.S.C. § 1701 note, as amended by Section 428 of the Department of the Interior, Environment, and Related Agencies Appropriations Act of 2006, Pub. L. No. 109-54, 119 Stat. 499, 555; Section 418, Div. E, of the Omnibus Appropriations Act of 2009, Pub. L. No. 111-8, 123 Stat. 524, 747; and Section 422, Div. E, of the Consolidated Appropriations Act of 2012, Pub. L. No. 112-74, 125 Stat. 1045.

III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The Agencies are responsible for implementing comprehensive resource programs that are responsive to the biological, social, cultural, and economic needs of the lands under their jurisdiction. For the most part, the Agencies share similar or complementary missions and objectives to sustain, use, protect, and conserve resources for the benefit of future generations. The Service First authority was established to enhance fulfillment of the Agencies’ missions through stewardship of the lands, operational efficiency, and customer service.

IV. GOALS AND SCOPE OF THE SERVICE FIRST AUTHORITY

The philosophy underlying the Service First authority is for the Agencies to meet public and resource needs regardless of their organizational and land management jurisdiction. The goal of the Service First statute is for the Agencies to pool resources to design, develop, and implement joint projects that will provide a greater benefit to citizens and resources than any individual Agency could achieve. The Service First statute authorizes the Agencies to form and promote partnerships across Agency boundaries to develop joint solutions to common problems and to address federal land management issues in an integrated way.

The Service First authority is broader than the Economy in Government Act, 31 U.S.C. § 1535. For example, in contrast to the Economy in Government Act, the Service First authority allows activities such as co-location and leasing. Also in contrast to the Economy in Government Act, under the Service First authority, the Agencies have the discretion not to assess indirect costs or negotiate an indirect cost rate.

In addition, the Service First authority is separate from procurement authorities, including the Federal Acquisition Regulations (FAR), 48 C.F.R. Parts 1-53.

V. OBJECTIVES

The objectives of this MOU are:

1. To clarify the use of the Service First authority so that Agency use of that authority increases, where appropriate; and
2. To facilitate use of best practices in implementing the Service First authority.

VI. USE OF THE SERVICE FIRST AUTHORITY

The Agencies agree on the following:

A. General Principles

1. The Agencies will conduct Service First projects consistent with this MOU.
2. Where the Economy in Government Act and the Service First authority overlap, the Agencies will use the Service First authority.
3. Interagency agreements (IAs) entered into under the Service First authority are not subject to procurement authorities, including the FAR.
4. The Agencies will endeavor not to reimburse each other for indirect costs under IAs or Nonexpenditure Transfer Authority (NTA) executed under the Service First authority unless the servicing agency determines that an agreement will pose a financial burden.

B. Service First Authority and Best Practices

1. Conducting Activities Jointly or On Behalf of One Another

The Service First statute authorizes the Agencies to develop programs to conduct projects, planning, permitting, leasing, contracting, and other Agency activities, either jointly or on behalf of one another. These activities include but are not limited to land management planning, all aspects of land management, public affairs, and workforce and organizational support. In support of these activities, the Agencies may share resources, including equipment and facilities.

2. Project Documentation

All Service First projects, regardless of whether or not they involve exchange of funds, i.e., NTA or IA, must be documented. At a minimum, the project documentation must address the general purpose of the project; the resources to be contributed by the Agencies to the project; any reciprocal delegations of authorities, duties, and responsibilities; and, if applicable, procedures

for obligation of funds, including the title and contact information for Agency officials with authority to obligate funds for the project.

3. Reciprocal Delegations of Authorities, Duties, and Responsibilities

The Service First statute authorizes Agency personnel to make reciprocal delegations of their respective authorities, duties, and responsibilities in support of Service First objectives. Under a Service First delegation of authority, an Agency employee has delegated authority from the employing and delegating Agencies and may act for both of them within the scope of the delegation. The employee with delegated authority must adhere to applicable legal mandates of both the employing and delegating Agencies. The employee with delegated authority must apply the law of the delegating Agency to land managed by that Agency and must apply the law of the employing Agency to land managed by that Agency.

Delegating officials must follow their Agency's guidance and procedures on delegation of authority and must have concurrence from the Agency employing the individual receiving the delegation. All delegations must be issued in writing and must document specific authorities, duties, and responsibilities, as well as any limitations on the delegation. Examples of Service First delegations include:

- Delegation of authority to oversee an entire organizational unit, such as BLM's delegation of the authorities, duties, and responsibilities of a BLM district manager to an FS forest supervisor. This type of delegation may be desirable where the two Agencies' jurisdictions are contiguous, where employees from both Agencies already work together in many areas, or where their offices are co-located.
- Delegation of supervisory authority below the level of an organizational unit to achieve efficiencies through interagency land management, such as NPS's delegation of authorities, duties, and responsibilities to an FWS employee to supervise an interagency team, project, or initiative on behalf of NPS and FWS.

4. Joint Land Use Authorizations

While the Service First legislation expressly authorizes DOI and USDA to promulgate regulations as needed to test the feasibility of processing joint land use applications and issuing joint land use authorizations, projects, and planning, the Service First legislation does not authorize joint land use authorizations, projects, and planning. The Service First statute expressly states that it does not supplant any existing federal land management authorities. Each Agency has a separate set of authorities governing the lands it manages. Therefore, under the Service First statute, the authorities that apply to lands managed by one Agency cannot be applied to lands managed by another Agency. Without this authority, joint land use authorizations, projects, and planning are not feasible, as it is not legally possible to apply two sets of laws, regulations, and policies to the same land use authorization, project, or plan.

Current Service First authority provides merely for cross-delegation of authorities from personnel of one agency to personnel of another, meaning that an employee from one Agency

may administer two separate land use authorizations issued by two different Agencies. In addition, the two Agencies may cooperate in evaluating and issuing the two authorizations, e.g., the Agencies may produce a single National Environmental Policy Act document analyzing environmental effects associated with issuance of the two separate authorizations.

5. Co-Location

Under the Service First authority, an Agency may co-locate in federal offices and facilities leased by another Agency, subject to annual review of Congress. Co-location in federal offices and other facilities by two or more Agencies can facilitate achievement of all three Service First goals. More broadly, federal policies, including those established in Executive Order 13327, encourage efficient and economical use of federal real property.

The benefits of co-locating increase when support services are shared and reciprocal delegations are made. See GAO Report titled LAND MANAGEMENT AGENCIES Ongoing Initiative to Share Activities and Facilities Needs Management Attention on the Service First Initiative (GAO-01-50), Nov. 2000; Service First Benefits and Costs Assessment, BLM and FS Joint Report, Oct. 2004. Therefore, co-locating Agencies are encouraged to share support services and equipment and make reciprocal delegations, as appropriate.

Procedures for implementing co-locations vary depending on whether the Agencies are:

- Co-locating in space occupied by one Agency or in a new space;
- Co-locating in an existing facility or one that will be built;
- Co-locating in a space owned by one of the Agencies or in a space leased from the General Services Administration (GSA);
- Co-locating in a space that requires expansion to accommodate both of them; and
- Planning to share support services.

Agencies interested in co-locating should consult with their space management personnel as early as possible. Depending on the foregoing factors, the co-locating Agencies may need to engage GSA or seek appropriated funds to co-locate. Co-location should be documented in an IA that:

- Cites the Service First authority;
- Establishes consistent guidelines on utilization and configuration of co-located space;
- Itemizes the cost of shared services and facilities and provides for annual accounting of those costs; and
- Provides for public notification of the co-location.

Co-locating Agencies are encouraged to make the public aware of the benefits of co-location.

6. Financial Considerations

Funds movement between agencies in Service First arrangements are done either through a Nonexpenditure Transfer Authorization (NTA) or through an Interagency Agreement (IA) which utilizes the Intra-Governmental Payment and Collection (IPAC) System.

All Service First arrangements, regardless of their nature, must be documented as described in section VI.B.2 (above). The Agency Officials with the authority to obligate funds oversee the development of and approve the final documentation.

To facilitate sharing of resources for Service First projects, the Service First statute authorizes the Agencies to make transfers (NTA) and reimbursements (IA) of funds with other Agencies. Transfers and reimbursements for Service First projects, including transfers and reimbursements for multi-year projects, must be made on an annual basis and must not be used to circumvent requirements and limitations imposed on the use of Agency funds, including the prohibition on augmentation of appropriations. Thus, transfers and reimbursements may be made for multi-year projects, as long as the goods and services provided are reconciled against payments made each year.

Transferred and reimbursed funds cannot be repurposed; they must be spent on the specific purpose and project identified in their supporting documents. As a best practice, the Agencies should establish accounting codes to track transfer and reimbursement of funds for Service First projects.

A. Interagency Agreements (Reimbursement of Funds)

Service First projects involving reimbursement of funds must be documented in an IA. Service First IAs are implemented pursuant to the Service First Master Agreement. The Service First Master Agreement is a non-fund-obligating document that establishes a framework for general terms and conditions for fund-obligating IAs. The fund-obligating IAs must cite the Service First Master Agreement and use Treasury Form 7600-B.

The Agencies must itemize in an IA the amount and cost of goods and services to be funded by reimbursements under the Service First authority. The amount and cost of itemized goods and services may be estimated in IAs, including multi-year IAs, but cost estimates must be reconciled against actual costs each year. The Agencies may not assume that the amount and cost of goods and services in the first year of a multi-year IA will equate to the amount and cost of goods and services in subsequent years.

The Agencies will follow OMB and Department of the Treasury protocols for establishing intragovernmental orders for Service First projects. Tracking activity under those orders, including payments and modifications, will be the responsibility of the ordering agency.

B. Nonexpenditure Transfer Authorization (Direct Transfer of Funds)

Service First projects that utilize NTAs are subject to applicable federal best practices, including those enumerated in Office of Management and Budget (OMB) Memoranda M-07-03, dated November 13, 2006 which establish rules for intra-governmental transactions.

Nonexpenditure Transfer of funds are executed at the Agency Headquarters level. It may make sense to transfer funds only for fixed costs such as equipment or rent. The regional budget office of the transferring Agency initiates the NTA request using SF-1151. The form should state the reason for the NTA (documentation developed as described in section VI.B.2, above) and should identify the transferring and receiving units of each Agency. The completed form should be submitted to the transferring Agency's national budget office, which will provide authorization for the transfer.

Deadlines for expending NTA funds vary by Agency. For example, NPS transfers generally must be spent within one or two years, while BLM and FS transfers generally are not subject to a deadline. Agencies receiving NTA funds must ensure that they are spent in accordance with applicable deadlines of source appropriation and the terms of the statement of work. Once funds are transferred, they are under the control of the receiving Agency.

The receiving unit is responsible for understanding annual funds carryover procedures applicable to transferred funds. For some Agencies, transferred funds that are carried over will not necessarily be returned to the receiving unit. The Forest Service cannot receive or transfer any funds that are subject to cost pools.

The Agencies will follow OMB and Department of the Treasury protocols for establishing intragovernmental orders for Service First projects. Tracking activity under those orders, including payments and modifications, will be the responsibility of the ordering agency.

VII. AGENCY ROLES AND RESPONSIBILITIES

A. An Agency that borrows property from another Agency for a Service First project will not be financially liable for the loss, theft, damage, or destruction of the property unless it 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 Agency employees are responsible for the proper care, security, and return of property that is borrowed from another Agency for a Service First project and that is entrusted to them or under their control or direct supervision.

B. If an Agency makes funding commitments under an IA and subsequently encounters budgetary constraints that may affect activities to be conducted under the IA, the Agency will notify the other parties to the IA in writing within 30 business days.

C. The Agencies will endeavor to use Indefinite Delivery Indefinite Quantity (IDIQ) contracts for Service First projects and to include language in the contracts that allows either party to place orders against the contracts.

VIII. MISCELLANEOUS PROVISIONS

A. This MOU is effective when it is fully executed and will remain in effect for five years, at which time it will expire unless renewed.

B. This MOU will be reviewed periodically by all the Agencies. Amendments to this MOU must be in writing and must be signed by all the Agencies.

C. Any Agency may terminate that Agency's participation in this MOU in whole or in part with 30 days prior written notice to all the other Agencies at any time before this MOU expires.

D. The Agencies will facilitate implementation of this MOU through the Interagency Service First Coordinator, who reports to the national leadership of each of the Agencies.

E. The principal contacts for this MOU are:

United States Forest Service
Lenise Lago
Deputy Chief, Business Operations

202-205-1709
llago@fs.fed.us

United States Fish and Wildlife Service
Paul Rauch
Assistant Director Business Management and
Operations
703-358-1912
paul_rauch@fws.gov

National Park Service
Lena McDowall
Associate Director Business Services
202-208-5651
lmcadowall@nps.gov

Bureau of Land Management
Janine Velasco
Assistant Director Business & Fiscal Resources
202-205-4864
jvelasco@blm.gov

F. If a dispute involving this MOU arises, the Agencies will attempt to resolve it informally at the local level. If the dispute cannot be resolved at the local level, it will be elevated to the Interagency Service First Coordinator, who will resolve it based on input from the head of each Agency.

G. This MOU in no way restricts the Agencies from participating in similar activities with other public or private agencies, organizations, and individuals.

H. Nothing in this MOU is intended to alter, limit, or expand the Agencies' statutory and regulatory authority.

I. Nothing in this MOU requires any of the Agencies to obligate or transfer funds. Specific projects or activities that involve the reimbursement or transfer of funds, services, or property among the Agencies require execution of an IA or NTA and are contingent upon the availability of appropriated funds. Negotiation, execution, and administration of IAs and NTAs must comply with all applicable law.

J. 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.

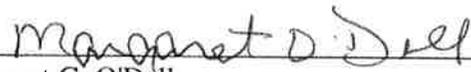
K. No member of or delegate to Congress may benefit from this MOU either directly or indirectly.

X. SIGNATORIES

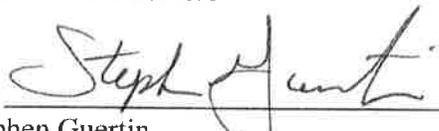
By signing below, the Agencies certify that the individuals listed in this MOU as their representatives are authorized to act in their respective areas on matters related to this MOU.

By: 
Janine Velasco
Acting Deputy Director for Operations
United States Department of the Interior
Bureau of Land Management

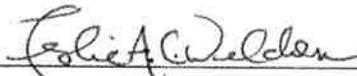
9/26/13
Date

By: 
Margaret G. O'Dell
Deputy Director, Operations
United States Department of the Interior
National Park Service

9/27/2013
Date

By: 
Stephen Guertin
Deputy Director for Policy
United States Department of the Interior
United States Fish and Wildlife Service

9/27/2013
Date

By: 
Leslie A. C. Weldon
Deputy Chief, National Forest System
United States Department of Agriculture
United States Forest Service

9/27/2013
Date

Service First Memorandum of Understanding Addendum



Michael S. Black
Director
Department of the Interior
Bureau of Indian Affairs

7/21/15
Date



Vicki Forrest
Deputy Bureau Director, School Operations
Department of the Interior
Bureau of Indian Education

7/21/15
Date



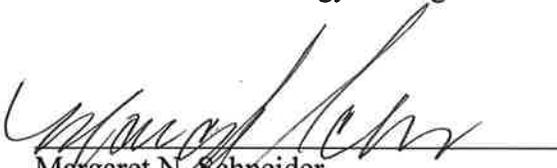
Grayford F. Payne
Deputy Commissioner-Policy, Administration and Budget
Department of the Interior
Bureau of Reclamation

7/22/15
Date



Walter D. Cruickshank
Deputy Director
Department of the Interior
Bureau of Ocean Energy Management

9/1/15
Date



Margaret N. Schneider
Deputy Director
Department of the Interior
Bureau of Safety and Environmental Enforcement

9/2/15
Date

Service First Master Interagency Agreement Addendum



Joseph G. Pizarchik Glenda Owens
Director Deputy Director
Department of the Interior
Office of Surface Mining Reclamation and Enforcement

10/8/15
Date



Mark Sogge
Acting Deputy Director
Department of the Interior
U.S. Geological Survey

8-6-15
Date

Service First Logo

MASTER INTERAGENCY AGREEMENT
Between the
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
U.S. FISH AND WILDLIFE SERVICE
NATIONAL PARK SERVICE
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
ON GENERAL TERMS AND CONDITIONS FOR IMPLEMENTING
SERVICE FIRST INTERAGENCY FUNDING AGREEMENTS

U.S. Forest Service Agreement No. 12-IA-11132400-094
Bureau of Land Management Agreement No. BLM-SFA-2012-001
National Park Service Agreement No. G2623120007
U.S. Fish and Wildlife Service Agreement No. F12PG00000

This non-fund obligating, master interagency agreement (IA) is entered into by the United States Department of the Interior, Bureau of Land Management (BLM), U.S. Fish and Wildlife Service (FWS), and National Park Service (NPS), and the United States Department of Agriculture, Forest Service (USFS), collectively referred to as “the Service First Agencies.”

I. BACKGROUND

Service First authorizes four agencies, BLM, the USFS, NPS, and FWS, to conduct shared or joint management activities to achieve mutually beneficial resource management goals. The three goals of Service First are to (1) improve customer service to the public; (2) increase operational efficiencies among the agencies; and (3) improve land management across the agencies’ jurisdictional boundaries.

Initially, Service First was a joint BLM/USFS initiative designed to provide streamlined, one-stop customer service across agency jurisdictional boundaries. The legislation was amended in 2006 to add NPS and FWS. Service First is being used primarily to co-locate offices, share staff and resources across agency boundaries, and make reciprocal delegations of authority.

II. PURPOSE

This IA establishes a framework for general terms and conditions for fund-obligating interagency agreements between and among the Service First Agencies that tier to this IA.

One of the benefits of using Service First authority is that it allows the agencies not to assess indirect costs. By not assessing indirect costs this allows all the costs to go directly to the project thus increasing the efficiency of the project. Only in certain situations under Service First should indirect costs be applied and if so these should be at a reduced rate. If the servicing agency determines that it will create a financial burden on them to process the agreement they can negotiate an indirect rate with the requesting agency.

III. AUTHORITY

The Service First statute, Section 330 of the Department of the Interior and Related Agencies Appropriations Act of 2001, Public Law No. 106-291, 114 Stat. 996, 43 U.S.C. 1701 note, as amended by Section 428 of the Department of the Interior, Environment, and Related Agencies Appropriations Act of 2006, Public Law No. 109-54, 119 Stat. 555, as further amended and extended through September 30, 2011 under Section 418 of the Omnibus Appropriations Act of 2009, Public Law No. 111-8, and as further amended and extended through fiscal year 2012 and each fiscal year thereafter under Section 422 of the Consolidated Appropriations Act of 2012, Public Law No. 112-74.

IV. GENERAL TERMS AND CONDITIONS FOR FUND-OBLIGATING INTERAGENCY AGREEMENTS TIERED UNDER THIS MASTER IAA

The Service First Agencies agree to the following terms and conditions for fund-obligating interagency agreements that tier to this IA.

A. Terms

Assisted Acquisitions. When a requesting agency receives goods or services from a servicing agency through a contractor.

Indirect Cost Rate. A rate that approximates the indirect costs of a servicing agency that cannot be charged exclusively to a particular Service First project, such as administrative support to process the agreements.

Requesting Agency. The Service First Agency that is requesting goods or services from another Service First Agency.

Servicing Agency. The Service First Agency that will be providing goods or services, either directly or through a contractor, to another Service First Agency.

Servicing Fees. Fees associated with a servicing agency's administration of an assisted acquisition.

B. Conditions

1. When the Service First authority is used to transfer funds, no other authorities, such as the Economy in Government Act applies or Federal procurement requirements apply.
2. Interagency funding transfers under the Service First authority may include any project that meets one or more of the three goals of Service First enumerated above. Examples of funding costs for these projects include labor costs, rent and utilities for co-location, assisted acquisitions, and supplies and equipment, such as vehicles.
3. Each Service First Agency will initiate and process interagency funding transfers referencing this IA in a timely manner and consistent with the terms and conditions in this IA.
4. All Service First fund-obligating interagency agreements must reference this IA by agreement number for each Service First Agency and must specify the work or services to be performed by each Service First Agency.
5. The documentation for assisted acquisitions must reference this IA by agreement number for each Service First Agency.
6. All obligations for Service First projects, including obligations for base fixed costs, must be made under a separate interagency agreement using Treasury Form 7600B (Order Requirements

and Funding Information) that references this IA by each Service First Agency's agreement number. These interagency agreements will authorize reimbursement of funds through the Interagency Payment and Collection (IPAC) process.

7. No cash advances may be made under any fund-obligating interagency agreement that tiers to this IA.
8. Servicing agencies have the discretion not to assess indirect costs or to negotiate an indirect cost rate for a fund-obligating interagency agreement that tiers to this IA.
9. Any servicing fees should be included in the direct costs for the corresponding project.
10. The Service First Agencies may develop procedures or use their existing procedures for tracking funding-obligating interagency agreements that tier to this IA.

V. MISCELLANEOUS PROVISIONS

A. Principal Contacts

The individuals listed below are authorized to act in their respective areas for matters related to this IA.

BLM Agency Program Contact:

Name: Mike Pool

Position: Deputy Director, Operations

Address: 1849 C Street, NW, MS 5660 Washington, DC 20240

Telephone: (202) 208-3801

BLM Agency Administrative Contact:

Name: Janine Velasco

Position: Assistant Director, Business and Fiscal Resources

Address: 1849 C Street, NW, MS 5624 Washington, DC 20240

Telephone: (202) 208-4864

FWS Agency Program Contact:

Name: Greg Siekaniec

Position: Deputy Director

Address: 1849 C Street, NW, MS 3331 Washington, DC 20240

Telephone: (202) 208-4545

FWS Administrative Contact:

Name: Paul Henne

Position: Assistant Director – Business Management and Operations

Address: 4401 n Fairfax MS 7003-43 Arlington, VA 22203

Telephone: (703) 358-1822

NPS Agency Program Contact:

Name: Peggy O'Dell

Position: Deputy Director, Operations

Address: 1849 C Street, NW, RM 3113 Washington, DC 20240

Telephone: (202) 208-3818

NPS Administrative Contact:

Name: Robert Gordon

Position: Acting Associate Director, Business Services

Address: 1849 C Street, NW, MS 2274 Washington, DC 20240

Telephone: (202) 208-5651

USFS Agency Program Contact:

Name: Leslie Weldon

Position: Deputy Chief, National Forest System

Address: 1400 Independence Ave, SW

MS 1106

Washington, DC 20250

Telephone: (202) 205-1523

USFS Agency Administrative Contact: Name: Lenise Lago

Position: Deputy Chief, Business Operations

Address: 1400 Independence Ave, SW

MS 1108

Washington, DC 20250

Telephone: (202) 205-1707

B. Effective Date and Expiration. This IA is effective as of the date it is fully executed and will remain in effect for 5 years, at which time it will expire. If interest in this agreement continues, a new five year agreement will be issued.

C. Modifications. The Service First Agencies will review this master IA annually and may modify it, as appropriate. This master IA may be modified upon written request of any Service First Agency. Modifications must be signed and dated by all the Service First Agencies. Requests for modification should be made in writing at least 60 days prior to their implementation. The Service First Agencies are not obligated to fund any modifications of this Master IA not properly approved in advance.

D. Termination. A Service First Agency's participation in this IA may be terminated upon 60 days written notice to the other Service First Agencies. Upon termination of a Service First Agency's participation in this IA, any executed fund-obligating interagency agreements entered into by that Service First Agency under this IA are also terminated. The parties to those fund-obligating interagency agreements will agree on outstanding costs and payments attributable to the parties and the disposition of authorized and pending projects. Any costs incurred by a servicing agency that are directly attributable to a requesting agency's failure to give requisite

notice of termination of its participation under this IA will be paid by the requesting agency to the servicing agency.

E. Dispute Resolution. The Service First Agencies will settle any disputes that may arise under this IA in accordance with the Treasury Financial Manual, Volume 1, Bulletin 2011-044, Section VII (“Resolving Intra-governmental Disputes and Major Differences”).

F. Lack of Enforceability. This IA is not intended to and does not create any substantive or procedural right, benefit, or trust responsibility that is enforceable at law or equity against the United States, its agencies, its officers, or any other person.

G. Lack of Effect on Existing Authority. Nothing in this IA is intended to alter, limit, or expand any of the Service First Agencies’ statutory or regulatory authority.

H. Lack of Benefit to Congress. No member of or delegate to Congress may benefit from this IA either directly or indirectly.

I. Non-Fund Obligating Document. Nothing in this IA commits the Service First Agencies to obligate or transfer any funds. Specific projects and activities that involve the transfer of funds, services, or property between or among the Service First Agencies require execution of a separate interagency agreement and are contingent upon the availability of appropriated funds.

J. Superseded Memorandum of Understanding (MOU). This IA supersedes the MOU among the Service First Agencies dated November 24, 2006, to the extent that MOU addresses funding of Service First projects.

K. Authorized Representatives. By signing below, each Service First Agency certifies that the principal contacts listed in this IA are authorized to act in their respective areas on matters related to this IA.

L. Notices. Any communication affecting the services covered by this agreement by the Service First Agencies is sufficient only in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to the Program and Administrative contacts listed above in this Master Agreement.

M. Information Security. By accepting this agreement, the servicing agency agrees to comply with all Federal information laws, regulations and requirements; and shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this agreement.

If information is stored, developed, or transmitted electronically, the servicing agency shall, upon request, provide to the requesting agency Information Security staff for review and examination documentation which supports the servicing agency’s assertion that adequate information technology (IT) security controls are in place to protect the requesting agency information and data which it holds. Documentation may include, but is not limited to, certification and accreditation documentation, security testing results, audit and assessment results, and risk

documentation.

The servicing agency shall notify the requesting agency within 1 business day of any security incidents which affected or may affect the confidentiality, integrity, or availability of the requesting agency information and data which it holds, and include an analysis of the extent of the incident and summary of preliminary corrective actions.

N. Public Outreach. In order to use any Service First Agency insignia, acknowledgement in support of publications or to inform the public of the Service First Agency's performance under this agreement must follow each agency's respective Office of Communication procedures and policies.

O. Access to Service First Agency Facilities and Computers. Employees and/or contractors of one Service First Agency will be granted access to another Service First Agency facilities and/or computer systems to accomplish work described in a supplemental IAA tiered under this Master IAA. To access facilities and computer systems these employees must clear and meet each respective Service First Agency's security requirements.

P. Use of Government Owned Vehicles. Vehicles of any Service First Agency must be used in accordance with that agency's policies on vehicle use. When an employee of one Service First agency is using a vehicle of another Service First agency and has an accident, the Service First agency of the driver is responsible to pay for the damages to the vehicle.

VI. SIGNATURES

/s/ Mike Pool

2-9-12

Mike Pool, Deputy Director, Operations
Bureau of Land Management

/s/ Greg Siekaniec

2-1-12

Greg Siekaniec, Deputy Director
Fish and Wildlife Service

/s/ Faye L. Krueger (for)

2-3-12

Leslie Weldon, Deputy Chief
National Forest System
U.S. Forest Service

/s/ Peggy O'Dell

2-22-12

Peggy O'Dell, Deputy Director for Operations
National Park Service

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

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

1/30/12

WILLIS S MITCHELL

U.S. Forest Service Grants & Agreements Specialist

Service First Master Interagency Agreement Addendum



Michael S. Black
Director
Department of the Interior
Bureau of Indian Affairs

7/21/15
Date



Vicki Forrest
Deputy Bureau Director, School Operations
Department of the Interior
Bureau of Indian Education

7/21/15
Date



Grayford F. Payne
Deputy Commissioner-Policy, Administration and Budget
Department of the Interior
Bureau of Reclamation

7/22/15
Date



Walter D. Cruickshank
Deputy Director
Department of the Interior
Bureau of Ocean Energy Management

9/1/15
Date



Margaret N. Schneider
Deputy Director
Department of the Interior
Bureau of Safety and Environmental Enforcement

9/2/15
Date

Service First Memorandum of Understanding Addendum



~~Joseph G. Pizarchik~~ *Glenda Owens*
~~Director~~ *Deputy Director*
Department of the Interior
Office of Surface Mining Reclamation and Enforcement

10/8/15

Date



Mark Sogge
Acting Deputy Director
Department of the Interior
U.S. Geological Survey

8-6-15

Date

H. R. 3547—341

who are recruited, trained, and supported by a cooperator as an in-kind contribution of the cooperator for purposes of any cost sharing requirement under any Forest Service authority to enter into mutual benefit agreements.

(c) DURATION.—The authority provided by subsections (a) and (b) expires September 30, 2019.

CONTRACTING AUTHORITIES

SEC. 427. Section 412 of Division E of Public Law 112-74 is amended by striking “fiscal year 2013,” and inserting “fiscal year 2015.”

CHESAPEAKE BAY INITIATIVE

SEC. 428. Section 502(c) of the Chesapeake Bay Initiative Act of 1998 (Public Law 105-312; 16 U.S.C. 461 note) is amended by striking “2013” and inserting “2015”.

AMERICAN BATTLEFIELD PROTECTION PROGRAM GRANTS

SEC. 429. Section 7301(c)(6) of Public Law 111-11 (16 U.S.C. 469k-1(c)(6)) is amended by striking “2013” and inserting “2014”.

COOPERATIVE ACTION AND SHARING OF RESOURCES BY SECRETARIES OF THE INTERIOR AND AGRICULTURE

(SERVICE FIRST INITIATIVE)

SEC. 430. Section 330 of the Department of the Interior and Related Agencies Appropriations Act, 2001 (Public Law 106-291; 43 U.S.C. 1703) is amended—

(1) in the first sentence, by striking “programs involving the land management agencies referred to in this section” and inserting “programs”;

(2) in the first sentence, by striking “and promulgate” and inserting “and may promulgate”;

(3) in the third sentence, by inserting after “Forest Service” the following: “or matters under the purview of other bureaus or offices of either Department”.

SEPARATE FOREST SERVICE DECISION MAKING AND APPEALS PROCESS

SEC. 431. Section 322 of the Department of the Interior and Related Agencies Appropriations Act, 1993 (Public Law 102-381; 16 U.S.C. 1612 note) and section 428 of division E of the Consolidated Appropriations Act, 2012 (Public Law 112-74; 125 Stat. 1046; 16 U.S.C. 6515 note) shall not apply to any project or activity implementing a land and resource management plan developed under section 6 of the Forest and Rangeland Renewable Resources Planning Act of 1974 (16 U.S.C. 1604) that is categorically excluded from documentation in an environmental assessment or an environmental impact statement under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).

EXTENSION OF FOREST BOTANICAL PRODUCTS AUTHORITIES

SEC. 432. Section 339(h)(1) of the Department of the Interior and Related Agencies Appropriations Act, 2000 (enacted into law

P.L. 113-76

(service first initiative)

Sec. 430. Section 330 of the Department of the Interior and Related Agencies Appropriations Act, 2001' (Public Law 106-291; 43 U.S.C. 1703) is amended--

(1) in the first sentence, by striking ``programs. involving the land management agencies referred to in this section'' and inserting ``programs'';

(2) in the first sentence, by striking ``and promulgate'' and inserting ``and may promulgate''; and

(3) in the third sentence, by inserting after ``Forest Service'' the following: ``or matters under the purview of other bureaus or offices of either Department''.