



FS Agreement No. 16-MU-11050900-011

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT
LAKEVIEW DISTRICT AND NORTHERN CALIFORNIA DISTRICT
And The
U.S. DEPARTMENT OF INTERIOR, U.S. FISH AND WILDLIFE SERVICE
SHELDON-HART MOUNTAIN NATIONAL WILDLIFE REFUGE
COMPLEX
AND KLAMATH BASIN NATIONAL WILDLIFE REFUGE COMPLEX
And The
U.S. DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE,
LAVA BEDS NATIONAL MONUMENT
And The
USDA, FOREST SERVICE
MODOC NATIONAL FOREST AND FREMONT-WINEMA NATIONAL
FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the U.S. Department of Interior, Bureau of Land Management, Lakeview District and Northern California District, and the U.S. Department of Interior, U.S. Fish and Wildlife Service, Sheldon-Hart National Wildlife Refuge Complex and Klamath Basin National Wildlife Refuge Complex, and the U.S. Department of Interior, National Park Service, Lava Beds National Monument, hereinafter referred to as "the Cooperators," and the United States Department of Agriculture (USDA), Forest Service, Modoc National Forest and Fremont-Winema National Forest, hereinafter referred to as the "U.S. Forest Service."

Background: This agreement replaces 11-MU-11060200-041

Title: Cal-OR Task Force

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to coordinate and organize using their own resources a Task Force/Strike Team of professional resources for immediate need and extended attack in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

All agencies share a common interest to increase the number of qualified Task/Force Strike leaders by providing increased training opportunities on wildfire assignments. Emerging wildfire incidents can benefit from having a pre-organized Task Force/



Strike Team available for dispatch in a timely manner to initial attack incidents. All parties are involved in minimizing the time necessary to gather and mobilize resources for emerging wildland fire incidents. All agencies benefit in similar manner by combining several individual resources into a single resource with pre-identified leadership and common communications for use on wildfire incidents.

In consideration of the above premises, the parties agree as follows:

III. COOPERATORS SHALL:

- A. Assign the resources to the Task Force based on their internal agency procedures.
- B. Agree to a Task Force/Strike Team configuration and dispatch procedure of resources as shown in Exhibit A, or as modified and agreed upon by all parties
- C. Meet annually to review, edit and update the Task Force/Strike Team configuration and dispatch protocols and identify any changes through a written modification.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Meet the same actions as written above for the cooperators.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. RESPONSIBILITIES OF THE COOPERATORS: The U.S. Department of Agriculture and the Department of Interior and their respective agencies and offices will handle their own activities and utilize the own resources, including the expenditure of their own funds, in pursuing these objectives, Each cooperator will carry out its separate activities in a coordinated and mutually beneficial manner.
- B. ESTABLISHMENT OF RESPONSIBILITY: 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, or any person.
- C. PRINCIPAL CONTACTS: Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

<p>Modoc National Forest, Lava Beds National Monument, and Klamath Basin Refuges (CA) Program Contact</p>	<p>Fremont-Winema National Forest, Lakeview District BLM, Sheldon-Hart Mountain NWRC (OR) Program Contact</p>
<p>Modoc Interagency ECC Coordinator Charlene A. Johnston Center Manager 225 West 8th Street Alturas, CA 96101-3215 Telephone: (530) 233-8880 FAX: (530) 233-8889 Email: cajohnston@fs.fed.us</p>	<p>Lakeview Interagency Fire Center Coordinator Kim Karalus 1000 South 9th Street Lakeview, OR 97630-1906 Telephone: (541) 947-6315 FAX: (541) 947-6317 Email: kkkaralus@blm.gov</p>

<p>Northern California BLM</p>
<p>Susanville Interagency Fire Center Coordinator Gary Zack 2950 Riverside Drive Susanville, CA 96130 Telephone: (530) 257-5575 FAX: (530) 257-7149 Email: gzack@blm.gov</p>

<p>U.S. Forest Service Program manager Contact</p>	<p>U.S. Forest Service Administrative Contact</p>
<p>Tyler Otterson Deputy Forest Fire Management Officer 225 West 8th Street Alturas, CA 96101-3215 Telephone: (530) 233-8881 Email: totterson@fs.fed.us</p>	<p>Angela Cabada Grants Management Specialist 1330 Bayshore Way Eureka, CA 95501-3841 707-441-3589 Fax 707-445-8677 aocabada@fs.fed.us</p>

D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E,



Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators has expended in violation of sections 433 and 434.

- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperators listed Program Contact, at the Cooperators Program Contract's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of Cooperators' contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators's products or activities.
- H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.



Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

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

- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

- P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through April 30, 2021 at which time it will expire.

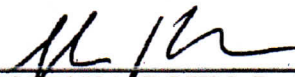
- R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.



for  7/1/16
Date
E. LYNN BURKETT, District Manager
USDI, BLM, Lakeview District

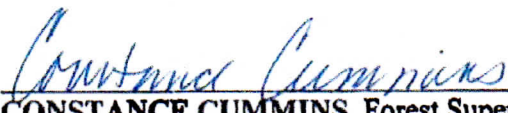
_____ _____
Date
NANCY HAUG, District Manager
USDI, BLM, Northern California District

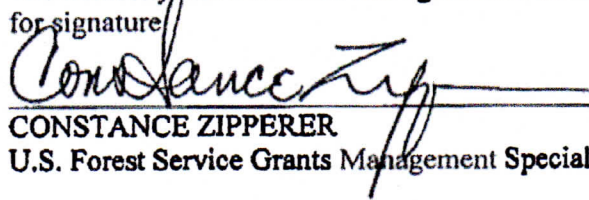
 7/5/16
Date
JOHN KASBOHM, Project Leader
USDI, USFWS, Sheldon-Hart Mountain NWR,

_____ _____
Date
RON COLE, Project Leader
USDI, USFWS, Klamath Basin NWR

_____ _____
Date
LARRY WHALON, Park Superintendent
USDI, NPS, Lava Beds National Monument

_____ _____
Date
AMANDA MCADAMS, Forest Supervisor
USDA, USFS, Modoc National Forest

 7/5/16
Date
CONSTANCE CUMMINS, Forest Supervisor
USDA, USFS, Fremont-Winema National Forest

The authority and format of this agreement have been reviewed and approved
for signature
 30 June 2016
Date
CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist



E. LYNN BURKETT, District Manager
USDI, BLM, Lakeview District

Date

NANCY HAUG, District Manager
USDI, BLM, Northern California District

7/12/16
Date

JOHN KASBOHM, Project Leader
USDI, USFWS, Sheldon-Hart Mountain NWR,

Date

RON COLE, Project Leader
USDI, USFWS, Klamath Basin NWR

Date

LARRY WHALON, Park Superintendent
USDI, NPS, Lava Beds National Monument

Date

AMANDA MCADAMS, Forest Supervisor
USDA, USFS, Modoc National Forest

Date

CONSTANCE CUMMINS, Forest Supervisor
USDA, USFS, Fremont-Winema National Forest

Date

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for signature

CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist

30 June 2016
Date



E. LYNN BURKETT, District Manager
USDI, BLM, Lakeview District

Date

NANCY HAUG, District Manager
USDI, BLM, Northern California District

Date

JOHN KASBOHM, Project Leader
USDI, USFWS, Sheldon-Hart Mountain NWR,

Date

Greg Austin

~~RON COLE~~, Project Leader
USDI, USFWS, Klamath Basin NWR

Meg Auto

7/13/16

Date

LARRY WHALON, Park Superintendent
USDI, NPS, Lava Beds National Monument

Date

AMANDA MCADAMS, Forest Supervisor
USDA, USFS, Modoc National Forest

Date

CONSTANCE CUMMINS, Forest Supervisor
USDA, USFS, Fremont-Winema National Forest

Date

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

Constance Zipperer
CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist

30 June 2016
Date

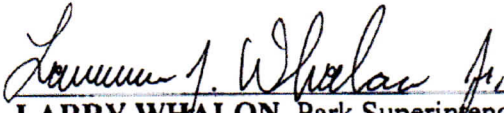


E. LYNN BURKETT, District Manager
USDI, BLM, Lakeview District Date

NANCY HAUG, District Manager
USDI, BLM, Northern California District Date

JOHN KASBOHM, Project Leader
USDI, USFWS, Sheldon-Hart Mountain NWR, Date

RON COLE, Project Leader
USDI, USFWS, Klamath Basin NWR Date


LARRY WHALON, Park Superintendent
USDI, NPS, Lava Beds National Monument 7-10-16
Date

AMANDA MCADAMS, Forest Supervisor
USDA, USFS, Modoc National Forest Date

CONSTANCE CUMMINS, Forest Supervisor
USDA, USFS, Fremont-Winema National Forest Date

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for signature


CONSTANCE ZIPPERER
U.S. Forest Service Grants Management Specialist


30 June 2016
Date




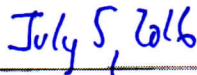
E. LYNN BURKETT, District Manager
USDI, BLM, Lakeview District Date

NANCY HAUG, District Manager
USDI, BLM, Northern California District Date

JOHN KASBOHM, Project Leader
USDI, USFWS, Sheldon-Hart Mountain NWR, Date

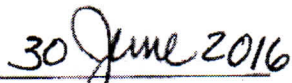
RON COLE, Project Leader
USDI, USFWS, Klamath Basin NWR Date

LARRY WHALON, Park Superintendent
USDI, NPS, Lava Beds National Monument Date

 
AMANDA MCADAMS, Forest Supervisor Date
USDA, USFS, Modoc National Forest

CONSTANCE CUMMINS, Forest Supervisor Date
USDA, USFS, Fremont-Winema National Forest

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

 
CONSTANCE ZIPPERER Date
U.S. Forest Service Grants Management Specialist



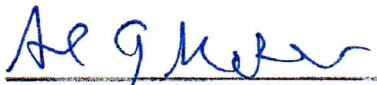
E. LYNN BURKETT, District Manager
USDI, BLM, Lakeview District Date

NANCY HAUG, District Manager
USDI, BLM, Northern California District Date

JOHN KASBOHM, Project Leader
USDI, USFWS, Sheldon-Hart Mountain NWR, Date

RON COLE, Project Leader
USDI, USFWS, Klamath Basin NWR Date

LARRY WHALON, Park Superintendent
USDI, NPS, Lava Beds National Monument Date

 *July 5, 2016*
AMANDA MCADAMS, Forest Supervisor Date
USDA, USFS, Modoc National Forest

CONSTANCE CUMMINS, Forest Supervisor
USDA, USFS, Fremont-Winema National Forest Date

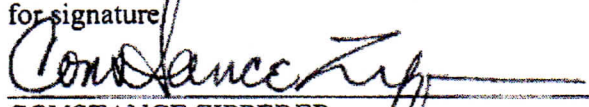
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for signature
 *30 June 2016*
CONSTANCE ZIPPERER Date
U.S. Forest Service Grants Management Specialist

EXHIBIT A

TASK FORCE/STRIKE TEAM CONFIGURATION

The task force configuration will consist of a combination of 5 individual resources and a qualified Task Force leader (TFLD and TFLD trainee). The strike team configuration will consist of 5 like type engines along with a qualified Strike team leader and trainee (STEN and STEN trainee). The resources could go up to 5 engines types 3 through 6, an agency tactical water tender or water tender, a type 1 Interagency Hotshot Crew (IHC) or type 2 IA crew and an type 2 or 3 dozer. The TFLD/STEN and TFLD/STEN trainee are single resources and will not be assigned to an engine or crew making up the task force/strike team.

PROCEDURE

The Modoc Interagency Command Center (MICC) is the host dispatch center and will coordinate with the Lakeview Interagency Fire Center (LIFC) and Susanville Interagency Fire Center (SIFC) to determine the availability of the task force/strike team and its' configuration.

LIFC will report resources availability via radio link to MICC at 1000. MICC. MICC will advise LIFC, SIFC and Northern California Coordination Center (NOPS) of the Task Force/strike team status.

LIFC will then status the Task Force/strike team with the Northwest Coordination Center (NWCC) MICC will coordinate with Susanville Interagency Fire Center their resource availability.

Each dispatch center will determine the resource(s) to assign based on their internal procedures. The TFLD/STEN leaders for each assignment will be determined by rotation between the three dispatch centers. It has been agreed that, when possible, the TFLD/STEN will come from the Region that is requesting the Task Force/strike team. When the request is from a Geographic Area Coordination Center (GACC) other than the North Ops or Northwest GACC's, the TFLD/STEN assigned will be determined by a rotation list the unit duty officer will provide prior to fire season each year. The units will develop a priority list of trainees for the Task Force/strike team prior to fire season each year.

The Task Force/strike team will not take priority over filling requested for single resources. When single resources orders are filled making the Task Force/strike team unavailable, MICC, SIFC and LIFC will notify their respective Coordination Centers.



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.