



**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, 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  
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United States Fish and Wildlife Service  
Paul Rauch  
Assistant Director Business Management and  
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National Park Service  
Lena McDowall  
Associate Director Business Services  
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Bureau of Land Management  
Janine Velasco  
Assistant Director Business & Fiscal Resources  
202-205-4864  
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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**

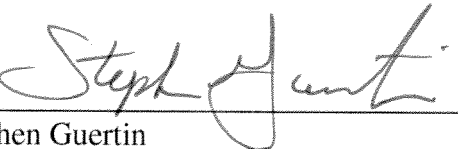
By signing below, the Agencies certify that the individuals listed in this MOU as their representatives are authorized to act in their respective areas on matters related to this MOU.

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


9/24/13  
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