

Memorandum of Understanding
for
Coordination and Cooperation for Management of Wildland Fire Records
among the
UNITED STATES DEPARTMENT OF THE INTERIOR
Bureau of Land Management
U.S. Fish and Wildlife Service
National Park Service
the
UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service
and the
UNITED STATES NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

NARA No. NRH 095-04-001

BLM No. FA-MOU04-0009

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FWS No. FWS-04-MOU-001

NPS No. 04-MOU-9560-07

I. BACKGROUND and STATEMENT OF MUTUAL BENEFITS AND INTEREST.

This Memorandum of Understanding (MOU) is made and entered into by and among the Bureau of Land Management, National Park Service, and Fish and Wildlife Service of the United States Department of the Interior, hereinafter referred to as DOI Wildland Management Agencies, and the United States Department of Agriculture-Forest Service, hereinafter referred to as the Forest Service, and the United States National Archives and Records Administration, hereinafter referred to as the NARA. Each of these entities shall be referred to in this MOU as a “partnering agency” and, collectively, the “partnering agencies.”

These Federal agencies share the common goals of reducing the wildland fire threat to human life and property, and protecting our National resources, as well as enhancing community well being in America. Because fire recognizes no boundaries, agencies must strive for more productive cooperation and efficient operations. They recognize that each partnering agency’s mission can be better accomplished through cooperative efforts and sharing of talents, information and resources. Therefore, these agencies agree to work together and support each other in the national effort to make improvements in the filing, maintenance, use, and archiving of Fire Management records.

A Request for Disposition Authority, SF 115, was signed by the Archivist of the United States in November 2002, changing the Forest Service mandatory disposition of fire incident package records from temporary to permanent. This was a stop-gap measure to ensure that no further records were destroyed pending a review process. This review has determined that most of the records that make up the fire incident package do not warrant permanent retention. For this reason, the partnering agencies agree that a new SF 115 will be prepared narrowing the permanent category of fire incident package records to those with long-term value for fire and resource

management. Other fire records will be appropriately scheduled as temporary. The multi-agency Project Team has completed a draft filing guide for fire incident packages. The draft has been discussed by the parties and revisions made. It will serve as the prototype for the SF 115 and, to the extent practicable, as the prototype for a common disposition schedule for all signatory fire management agencies.

II. PURPOSE.

The purpose of this MOU is to provide a general framework for cooperation and coordination among the participating DOI wildland management agencies, the Forest Service, and the NARA to improve the management of wildland fire incident records and other records that document the impact of fire on natural resources on Federal lands. The agencies receiving this assistance will work cooperatively to develop and implement common standards for managing fire incident records to support the national efforts of the partnering agencies to improve firefighter safety, protection of life and property.

This Memorandum of Understanding supersedes the Agreement between NARA and the Forest Service that was dated and effective October 1, 2002.

III. AUTHORITY.

1. NARA Regulations, 36 CFR 1228.
2. Federal Records Act, 44 U.S.C. 2904, 3102, & 3301

IV. RESPONSIBILITIES.

The partnering agencies, within the scope of the above referenced authorities, will coordinate the management of their respective wildland fire records to include review and possible revision of all agency records disposition schedules relating to fire reports, fire incident packages, wildland fire use, and prescribed fire, including paper records and electronic information systems to the extent appropriate and consistent with the requirements of Federal law, to promote consistency and predictability, and improve the overall effectiveness of the related activities. Records disposition schedules relating to other fire program records may be considered in subsequent agreements.

NARA AGREES TO:

1. Cooperate and coordinate with, and provide assistance to partnering agencies to schedule permanent and temporary fire incident records, wildland fire use records, and prescribed fire records.
2. Cooperate and coordinate with, and provide assistance to partnering agencies by identifying national fire management data bases that may contain data with long-term importance to fire and resource management. The multi-agency project team will evaluate, appraise, and schedule data with permanent value.
3. Coordinate with partnering agencies to access and accept the transfer copies of permanent electronic data to the National Archives. In some cases, these data systems have replaced paper-based records.

DOI WILDLAND MANAGEMENT AGENCIES and the FOREST SERVICE AGREE TO:

1. Cooperate and coordinate with, and provide assistance to NARA in scheduling permanent and temporary fire incident records, wildland fire use records, and prescribed fire records. The agencies owning these records will apply the disposition instructions in the schedules, including transfer of permanent fire records to NARA.
2. Cooperate and coordinate with, and provide assistance to NARA in identifying national fire management data bases that may contain data with long-term importance to fire and resource management. The multi-agency project team will evaluate, appraise, and schedule data with permanent value. The agencies owning these systems and data will work with NARA to transfer copies of permanent electronic data to the National Archives.
3. Establish an advisory group of fire managers to review Wildland Fire Management Records Project proposals and products, starting with the draft filing guidance for fire incident package records. The partnering agencies will endeavor to make this group as geographically representative as possible. Generally, the distribution of the subject matter materials to the group members, as well as conducting the reviews, will be accomplished electronically via email. The maximum review period will be 30-days. Each agency will determine whether its comments will be submitted to NARA Project staff by individual reviewers or by a consolidated response.

JOINT RESPONSIBILITIES:

1. The partnering agencies will communicate through conferences, meetings, telephone, facsimile, e-mail and other means. Each partnering agency will share data and information, to the extent appropriate, practicable and consistent with the requirements of Federal law, regarding wildland fire management records.
 - a. Each partnering agency will designate an individual to coordinate these activities on a national level. This team of national agency representatives will meet periodically to discuss project management matters. These consultations will occur by telephone not less than once a month, and in person, not less than three times a year.
 - b. Each partnering agency will designate one or more individuals to participate as Project Team Members.
 - c. The partnering agencies will meet, and/or conference call to assess the collaborative efforts of this MOU on an annual basis, at a minimum, after their respective annual Appropriations Acts have been approved, to share plans and to review current operation/coordination procedures, departmental policies, and to make revisions as necessary and agreed.
 - d. The partnering agencies will update the Points-of-Contact listings for this MOU for their respective agency during the annual assessment review, or as warranted.
 - e. The partnering agencies will, at a minimum, develop and maintain an electronic

mail distribution list of the advisory Fire Manager Review Group.

2. The partnering agencies agree to cooperate at the national, local and geographical area level and will support this effort with staff and other resources proportionate to its role in the total fire management effort nationwide. NARA will be the lead agency. However, all participating agencies will have an equal vote on decisions affecting the project as a whole. To the greatest extent practicable, project decisions will be made by consensus of the partnering agencies to achieve records management goals and facilitate efficient use of personnel, supplies, equipment, training, and other resources.
3. Partnering agencies will jointly develop and present training workshops and materials to facilitate implementation of the new retention standards for fire incident packages. The initial effort will consist of three or more pilot training sessions, creation of training curricula and tools (including train-the-trainer oriented curricula and tools), and creation of Web-based training. NARA and the signatory fire management agencies will also present the new records retention standards for fire incident packages to groups of fire managers for comment and input in the development of the final standard, which will be determined by mutual agreement.
4. Partnering agencies will develop a strategy to identify and preserve the many fire records currently stored in agency space, sometimes under substandard conditions. Permanently valuable legacy records should be transferred to NARA in the future. Representatives of NARA and signatory fire management agencies will visit a limited number of agency offices to pilot this strategy. This strategy may be implemented either as an interagency effort or individually by participating fire management agencies, at the option of each agency, and as appropriate and practicable.

V. GENERAL PROVISIONS.

1. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not authorize or commit to noncompetitive awards to the partnering agencies or cooperators of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
2. This instrument in no way restricts the partnering agencies from participating in similar activities with other public or private agencies, organizations, and individuals in accordance with the applicable statutes, regulations or policies.
3. Nothing herein is intended, or shall be construed, as affecting or obligating the signatories to the expenditure of funds, or as involving the United States in any contract or other obligations. Partnering agencies may not obligate the expenditure of funds or provide services through their participation under the terms of this MOU unless such funds are

available for this purpose. Funds must be appropriated by the Congress of the United States, or are otherwise available to the signatories.

4. The partnering agencies will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each partnering agencies will carry out its separate activities in a coordinated and mutually beneficial manner.
5. Modifications to this MOU may be initiated through NARA by any partnering agency. NARA is to act on the modification within sixty- (60) days of receipt of the request. Changes shall not take effect until documented and signed by all approving signatories of the partnering agencies.
6. Partnering agencies acknowledge that this MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

VI. PROJECT EVALUATION and ACCOUNTABILITY.

This project will be judged a success if:

1. Paper records systems covered by this agreement are covered by revised disposition schedules approved by NARA by the 2005 fire season;
2. Electronic information systems that have replaced paper records of permanent value are covered by new records disposition schedules approved by NARA by the 2005 fire season;
3. Pilot training described in this agreement is held in Fiscal Year 2004;
4. Incident Management Teams use the revised fire incident package records schedule during the 2006 fire season; and
5. There is a measurable increase in the quantities of legacy fire management records transferred to the National Archives.

The partnering agencies will review the results of the project, including the implementation of its products, two years after project completion, or after the 2006 fire season, whichever is first. Each of the items listed above will be reviewed. NARA staff may visit selected agency sites as part of this review.

VII. TERM of AGREEMENT.

The terms of this MOU shall become effective with and upon execution of the last signature by the participating agencies and shall remain in effect for a maximum period of five- (5) years from the date the last signature was placed on the approval section, or until such time as the MOU is dissolved by mutual agreement. The MOU shall be reviewed by all participating agencies to determine its suitability for renewal, revision, or dissolution. Any signatory may withdraw from participation in this MOU within thirty- (30) days written notice to the other signatories. The remaining approving signatories may continue the provisions of this MOU as long as the NARA remains a signatory.

VIII. RESOLUTION OF DISAGREEMENT.

Should disagreement arise on the interpretation of the provisions of this Memorandum of Understanding, or amendments and/or revisions thereto, that cannot be resolved at the operating level, each party shall state the area(s) of disagreement in writing and present them to the other party for consideration. If agreement on interpretation is not reached within thirty- (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

IX. POINTS OF CONTACT.

Partnering Agency National Points of Contact

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X. APPROVAL.

Howard Lowell, Director
Modern Records Program
National Archives and Records Administration

Date

Larry Hamilton, Director
DOI - Bureau of Land Management, Office of Fire and Aviation

Date

Phil Street, Director
DOI - Fish and Wildlife Service, Fire Management Branch

Date

Associate Director for Administration, Business Practices, and
Workforce Development
DOI - National Park Service

Date

Jerry Williams, Director
USDA - Forest Service
Fire and Aviation Management

Date

Thelma J. Strong, Director
USDA - Forest Service
Office of Regulatory and Management Services

Date

Appendix A

Project time lines:

- Aug. 31, 2004 Propose strategy for preserving legacy fire records based on a limited number of site visits
- Aug. 31, 2004 Completion of three pilot training sessions.
- Aug. 31, 2004 Standard Form 115 Request for Disposition Authority, covering National Interagency Fire Management Information Database (NIFMID) permanent data and, if appropriate, permanent data in related information systems, submitted to NARA for approval.
- Aug. 31, 2004 Results of management concurrence and consensus building efforts incorporated into filing guidance and submitted in Standard Form 115 Request for Disposition Authority to NARA for approval.
- Aug. 31, 2004 Legacy Records Preservation Strategy discussed by the parties
- March 31, 2005 Legacy Records Preservation Strategy adopted by the parties
- March 31, 2005 Meet annually, beginning no later than second quarter FY 2005 to discuss progress implementing project goals, for three years.
- March 31, 2005 Create evaluation process for project goals implementation.