



**MEMORANDUM OF UNDERSTANDING
FOR
POST-FIRE MANAGEMENT COORDINATION**

I. SUMMARY.

This Memorandum of Understanding (MOU) by and among the Secretary of the Agriculture, the Secretary of Commerce, Assistant Secretary of Defense for Energy, Installations, and Environment, the Secretary of Energy, the Administrator of the Environmental Protection Agency, the Secretary of Homeland Security, and the Secretary of the Interior (herein after “Parties”) supports the implementation of and coordination for Federal post-wildfire management.

II. BACKGROUND

A wildfire is any fire started by an unplanned ignition, which can include naturally occurring activity such as lightning, volcanoes, or other acts of nature, or accidental or unauthorized human-caused actions, or a prescribed fire that has developed into a wildfire. Wildfire severity has been steadily growing in scale; despite efforts to mitigate wildfire risks and impacts, our changing climate means this trend will continue. With more severe wildfires, there is an urgent need for rapid, multi-jurisdictional, post-fire mobilization. Severe wildfire can leave behind dangerous conditions on the landscape resulting in subsequent disasters (cascading effects), such as severe flooding, debris flows and landslides, air and water quality impairment, as well as conditions for future fires. For affected communities, the post-fire effects are often more damaging and costly than the direct effects of wildfire. These impacts extend across the natural landscape, wildland urban interface, and human communities who face damage to the built environment, collective physical and emotional trauma, and economic fallout after the fire. While for wildfire response the many different Federal partners across multiple jurisdictions have defined responsibilities, roles, processes, and procedures, such structure is mostly lacking for post-fire recovery.

Post-fire conditions are complex, urgent, and evolving, necessitating rapid, integrated post-fire mobilization across many jurisdictions to ensure rehabilitation of burned landscapes and comprehensive community recovery. It also requires rapid learning, as often personnel available to be mobilized have little to no experience with an area’s unique post-fire-specific challenges. Personnel mobilized in post-fire conditions are often from different backgrounds, disciplines, and professional cultures, on detail from their primary jobs, which can create challenges for rapid and efficient coordination. Finally, funds and personnel for many local entities may be limited in capacity or depleted by the initial wildfire response, leaving localities with limited resources to meet post-fire challenges.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS

The Parties to this MOU each administer post-fire programs that range from infrastructure assessment and improvements to landscape restoration and direct financial assistance to individuals and communities affected by wildfires, including urban conflagrations. Independently, Federal agencies operate effectively in this space. However, in the absence of an integrated Federal post-fire recovery program, where agencies pool their expertise and resources in a unified and facilitated fashion, missed opportunities prevail at the local level for more comprehensive and effective recovery.

The Parties recognize that post-fire response and recovery presents a complex, urgent set of conditions which can necessitate rapid, integrated post-fire mobilization across many jurisdictions. The Parties collectively seek to maximize joint efforts to ensure rehabilitation of burned landscapes and comprehensive community recovery.

III. AGENCY MISSIONS

- A. The Department of Agriculture's mission is to serve all Americans by providing effective, innovative, science-based public policy leadership in agriculture, food and nutrition, natural resource protection and management, rural development, and related issues with a commitment to deliverable equitable and climate-smart opportunities that inspire and help America thrive.
- B. The Department of Commerce's mission is to create the conditions for economic growth and opportunity for all communities. Through its 13 bureaus, the Department works to drive U.S. economic competitiveness, strengthen domestic industry, and spur the growth of quality jobs in all communities across the country.
- C. The Department of Defense's mission is to provide the military forces needed to deter war and to ensure our Nation's security.
- D. The Department of Energy's mission is to ensure America's security and prosperity by addressing its energy, environmental and nuclear challenges through transformative science and technology solutions.
- E. The mission of the Environmental Protection Agency (EPA) is to protect human health and the environment. EPA works to ensure that: Americans have clean air, land and water; national efforts to reduce environmental risks are based on the best available scientific information; Federal laws protecting human health and the environment are administered and enforced fairly, effectively and as Congress intended; environmental stewardship is integral to U.S. policies concerning natural resources, human health, economic growth, energy, transportation, agriculture, industry, and international trade, and these factors are similarly considered in establishing environmental policy; all parts of society--communities, individuals, businesses, and state, local and tribal governments--have access to accurate information sufficient to effectively participate in managing human health and environmental risks; contaminated lands and toxic sites are cleaned up by potentially responsible parties and revitalized; and chemicals in the marketplace are reviewed for safety.
- F. The Department of Homeland Security's mission is relentless resilience, striving to prevent future attacks against the United States and our allies, responding decisively to natural and man-made disasters, and advancing American prosperity and economic security long into the future.
- G. The Department of the Interior's mission is to protect and manage the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, provide scientific and other information about natural resources and natural hazards to address societal challenges and create opportunities for the American people, and honor the Nation's trust responsibilities or

special commitments to American Indians, Alaska Natives, Native Hawaiians, and affiliated Island Communities to help them prosper.

IV. AUTHORITIES

- A. The Department of Agriculture enters into this MOU pursuant to the Organic Act, 16 USC 471 *et seq.*
- B. The Department of Commerce enters into this MOU pursuant to the Coast and Geodetic Survey Act (33 U.S.C. § 883d and § 883e), the National Weather Service Organic Act of 1890 (15 U.S.C. § 313), .
- C. The Department of Defense enters into this MOU pursuant 10 U.S.C 101 *et seq.*
- D. The Department of Energy enters into this MOU under the authority of section 646 of the Department of Energy Organization Act (Pub. L. 95-91, as amended; 42 U.S.C. § 7256).
- E. The Environmental Protection Agency enters into this MOU pursuant to Sections 102(b) and 103(a) of the Clean Air Act, 42 U.S.C. §7402(b).
- F. The Department of Homeland Security enters into this MOU pursuant to the Secretary's authority under the Homeland Security Act of 2002 to enter into agreements with other executive agencies codified at 6 U.S.C. 112(b)(2).
- G. The Department of the Interior enters into this MOU pursuant to 43 U.S.C. § 1 737(a), and 16 U.S.C. §1011 and Department of the Interior Manual 112 DM 7, Office of Wildland Fire, and 301 DM 5, Partnership Policy.

V. GOALS

The Parties jointly endeavor to enable a coordinated, integrated, and activated post-fire recovery program across all relevant jurisdictions, strengthening their coordination and implementation of policies, communications, and programs by working strategically to review, monitor, and influence the development, implementation, and coordination of Federal operations and activities in the post-fire space.

The Parties seek to enable, to the extent possible within their funding and authorities, more centralized comprehensive structures to address post-fire conditions, not unlike the Incident Management Teams deployed under the Incident Command System structure that is in place for wildfire response.

This collaboration is anticipated to include post-fire considerations across the continuum of the fire cycle, including preplanning for post-fire mobilization of resources for response, handoff from incident management and response teams to recovery coordination leadership, and post-fire recovery that is forward-looking to conditions that reduce risk from future fires. The Parties will seek to:

- A. Engage in measures to coordinate Federal agencies to proactively address issues across the natural and built environment, including but not limited to post-fire flooding, debris flows, landslides, impacts to water systems or water resources, debris management, and the spread of invasive species, barriers to community rebuild, long-term ecosystem recovery and wildfire risk.
- B. Work together, under existing laws and available appropriations, to provide guidance and clarification related to Federal agency post-fire recovery planning and response, including but not limited to conditions assessment, emergency response capability and capacity, and implementation of long-term recovery to achieve a more integrated post-fire recovery process across all jurisdictions.
- C. Develop strategies for early and meaningful engagement of communities with environmental justice concerns in decision-making, for advancing efforts to better protect disadvantaged and

other local communities from the impacts of climate change, and for expanding equitable access to a healthy, sustainable, and resilient environment for all.

- D. Identify opportunities to improve integration across and accessibility of Federal programs that aid state, Tribal, and local agency efforts in post-fire recovery.
- E. Collaborate with Tribes, states, and local agencies, and other partners on the goals of this MOU.

In keeping with these goals, the Parties intend to designate agency representatives for implementation of this MOU. These representatives anticipate meeting as needed, but no less than biannually, to develop and implement the MOU's intentions, track and report progress, and periodically update a workplan. The Parties' designated representatives anticipating convening within 30 days of the signing of this MOU. The Parties intend to produce an initial work plan within 120 days of the signing of this MOU.

VI. LIMITATIONS

- A. This is a voluntary MOU that expresses the good-faith intentions of the Parties and is not enforceable by any Party. This MOU is not intended to be legally binding nor is it capable of generating any contractual obligations. This MOU does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity, by any persons who are not party to this MOU, against any one of the individual Parties, their officers or employees, or any other person. Each Party intends to carry out its separate activities in a coordinated and mutually beneficial manner.
- B. Each Agency will bear its own costs and retain full responsibility and authority to execute and accomplish its programs consistent with applicable statutory and regulatory requirements. Any intentions expressed by the Parties in this MOU are subject to the Parties' legal authority, the availability of appropriated funds, and budget priorities. Nothing in this MOU, in and of itself, obligates any Parties to expend or transfer any appropriations or funds or otherwise incur any financial obligations. Nothing in this document shall be construed as authorizing any of the Parties to provide any goods or services to the other Parties or requiring that any of the Parties enter into any contract, financial assistance agreement, or interagency agreement or otherwise incur a financial obligation. Any transaction involving transfers of funds between the Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.
- C. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by and handled in accordance with appropriate statutory authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- D. To avoid any concerns under the Federal Advisory Committee Act, when the Parties engage non-Federal entities, they must only engage with these entities to receive information from them or when they are presenting their individual advice and recommendations to the Parties. The Parties will not solicit collective advice or recommendations. However, the Parties can meet with elected officers of state, local, and tribal governments (or their designated employees with authority to act on their behalf), acting in their official capacities. The purpose of any meetings with these individuals must be solely to exchange views, information, or individual advice relating to the management or implementation of Federal programs established pursuant to statute that explicitly or inherently share intergovernmental responsibilities or administration. To avoid any appearance that the Parties are giving preferential treatment to any individual or group, the Parties must avoid the regular and systematic participation of the same stakeholders at meetings. Non-governmental entities may not participate in the group decision-making process.

VII. PARTICIPATION IN SIMILAR ACTIVITIES.

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

VIII. TERMINATION

Any of these Parties, in writing, may terminate this MOU in whole, or in part, at any time before the expiration date by providing written notice to the other Parties at least 30 days in advance of the desired termination date.

IX. 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 to the other Parties at least 30 days prior to implementation of the requested change.

X. COMMENCEMENT/EXPIRATION DATE

This MOU is effective as of the date of the last signature and is effective for five years at which time it will expire.

/S/

Alejandro N. Mayorkas
Secretary
Department of Homeland Security

October 11, 2024

Date

/S/

Michael S. Regan
Administrator
Environmental Protection Agency

October 18, 2024

Date