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The Disaster-Specific Memorandum of Understanding (Disaster-Specific MOU) is an agreement to be used by Federal, ΠΕ] • š Uš U and Agencies to assist and define the relationship between v u Agencies during disaster recovery efforts. This Instruction

ance. In rects to coordinate effectively Presidentially-declared disast

ers in which an FDRC is deployed, he or she may activate the NCR RSF and include a UFR Advisor, which will then assume its roles and responsibilities for implementing the UFR. The UFR Advisor is a new role developed by the UFR effort to coordinate between the NCR RSF and the FDRC. A UFR Advisor would deploy on behalf of the NCR RSF to the Joint Field Office or other deployment location to support the FDRC or other Recovery Leadership. The UFR Advisor, normally funded by FEMA, would make the determination whether to create disaster-specific tools to support interagency coordination, such as a Disaster-Specific MOU. In the event that the FDRC or other recovery leadership does not activate the NCR RSF and UFR Advisor, then the FDRC will make decisions for the UFR Process, including the decision whether to implement a Disaster-Specific MOU in consultation with the EHAD. When no FDRC has been named, the FEMA EHAD and/or FEMA Regional Environmental Officer will lead in coordinating UFR compliance strategies. For more information on the NDRF, please visit: http://www.fema.gov/national-disaster-recovery-framework .

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This tool is intended to be your guide in preparing for and writing Disaster-Specific MOUs for coordinating EHP reviews during disaster recovery. You should prepare a Disaster-Specific MOU to increase communication, collaboration, and transparency among Agencies participating in disaster recovery. The instruction is designed to fit the recommended Disaster-Specific MOU sh(n)-4/ amon

The Disaster-Specific MOU should be customized to resources and disaster-specific needs in order to consider the unique circumstances that parties may face while coordinating EHP reviews. Additionally, General Counsel should review Disaster-Specific MOUs before execution

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Purpose

The Purpose section begins the MOU by identifying the parties who are entering into the agreement. The Purpose is designed to identify which disaster this MOU applies to, the agreement content, and briefly states the general commitments of the Agencies. This section should include a concise statement discussing the intention of the MOU related to interagency coordination of EHP reviews. The importance of this section is to memorialize the communication and collaboration efforts required by the MOU. This section does not need to address specific details of the agreement.

> I. Purpose
>
> The _____, enter into this Memorandum of Understanding (MOU) to unify and expedite the environmental and historic preservation reviews for disaster recovery projects that are associated with Presidentially declared disaster

Background

The Background section briefly states the background of and the rationale for pursuing a Disaster-Specific MOU. Specifically, this section identifies the need for working together based on the UFR effort's goals to unify and expedite EHP reviews. This section also functions as a way to identify existing programmatic agreements or MOUs that the parties may wish to adopt or reference in this Disaster-Specific MOU. This should always include the MOU Establishing the Unified Federal Environmental and Historic Preservation Review Process created by the UFR effort. Finally, this section does not need to include background of past efforts, lessons learned, or how the Agencies reached this level of agreement.

> ## II. Background
>
> As the result of _____, the Parties, have identified the need for coordination in order to expedite the conclusion of EHP reviews conducted to fulfill the requirements of the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act (NHPA), and other applicable Federal, [OE] o and local regulations.
>
> Additionally, the Parties, acknowledge that on _____ the MOU Establishing the Unified Federal Environmental and Historic Preservation Review Process was signed. The MOU formalizes Federal Agencies' commitments to a U & Z to expedite and unify the environmental and historic preservation reviews for disaster recovery projects and is consistent with applicable law.

Existing Agreement

This section identifies existing programmatic agreements (PA), Mission Assignment Agreements, MOAs, or MOUs that the parties may wish to adopt or reference in this MOU.

> ### III. Existing Agreements
>
> To help provide a coordinated and interagency approach, the Parties have shared existing agreements with each other that will be utilized during the disaster recovery period to expedite the environmental and historic preservation reviews and have attached them as an Appendix to this MOU.

Responsibilities of Parties

This section identifies when parties are responsible as a Lead Agency or Cooperating Agency during coordinated EHP reviews. Specifically, it addresses each party as a Lead Agency or Cooperating Agency based on the program funding and/or location of a disaster recovery project. The purpose of this section is to provide clarity and assist in coordination prior to the execution of an EHP Review. When drafting this section consider: 1) when will parties' funding or programs be utilized during disaster recovery projects (e.g. "HUD RE" portion in the sample MOU excerpt below); and 2) what authorities does each party rely upon during disaster recovery projects (e.g. "FWS" portion in the sample MOU excerpt below).

IV. Responsibilities of Parties

Disaster recovery projects may involve funding, permitting, or approval from several Federal Agencies, in addition to d Œ] state, U v o } entities. Each Agency will be responsible for identifying issues that must be

Commitments of Agencies

This section outlines the obligations of the parties. First, this section addresses the parties' roles and responsibilities during the EHP review. Secondly, this section identifies the commitments required by the Disaster-Specific MOU. Commitments that should generally be included in Disaster-Specific MOUs include but are not limited to: sharing information on project reviews, identifying potential barriers to efficient and effective EHP reviews, and commitments to provide resources such as trained staff. Lastly, it outlines the timelines for communication between Agencies, such as timelines for providing and responding to comments or schedules for meetings to facilitate collaboration. When building this section consider your Agency's priorities based on the disaster and consider incorporating comment response periods to ensure prompt coordination and regular meeting times. Some Agencies may have regulations/policies that dictate timelines for the validity of MOU.

V. Commitments of Agencies

The Parties hereby commit, to the extent practicable, to early involvement and cooperation to ensure timely decisions are made and that the responsibilities of each Party are met. The Parties commit to working together and as appropriate with Indian Tribes, multistate entities, state Agencies, and other interested persons. In particular the Parties agree to:

Duration

The purpose of this section is to identify how long the parties will be bound by your Disaster-Specific MOU. Consider which parties are disaster response focused or disaster recovery focused. Also consider the benefits of generalized timelines rather than specific timelines based on each Agency's level of involvement. Based on the scale, type of disaster, and the Agencies involved, it may be beneficial to have a more general duration term. This section should take into account these factors.

Amendments

The Amendments section allows parties to amend the Disaster Specific MOU as changes occur during the disaster recovery process. Further, this section can be used to include additional Agencies who would like to participate in the MOU.

> **VII. Amendments**
>
> This MOU may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date a copy of the amended MOU has been signed by all of the Parties.

Termination

The purpose of the Termination section is to allow parties to formally end their involvement in the Disaster-Specific MOU either singularly or as a group. This section acknowledges that parties may disagree and if amendments cannot be reached prescribe a method for exiting the agreement. In the spirit of collaboration, consider requiring notifications and/or consultation before the termination.

> **VIII. Termination**
>
> If any Party determines that the terms of the MOU will not or cannot be carried out, that Agency shall immediately consult with the other Parties to develop an amendment in accordance with Stipulation VI, above. If within thirty (30) days an amendment cannot be reached, any Party may terminate the MOU upon written notification to the other Parties.

Issue Elevation

The purpose of the Issue Elevation section is to provide a last resort process to resolve interagency disputes related to terms or implementation of the MOU. This Issue Elevation section is identical to the one used in the MOU Establishing the Unified Federal Environmental and Historic Preservation Review Process created by the UFR effort.

Appendices

- The Appendices

Signatures

This section indicates the official authorization and date for the Disaster

command, decision-making ability, and usefulness during the issue elevation process. Consider POCs from the NDRF Framework. Identify how often should your points of contact information be reviewed and updated.

C. Brief Agency Descriptions

The purpose of this Appendix is to educate parties on each other's organization, roles, authorities, and programs to increase transparency and improve coordination for the disaster recovery process. A sample Brief Agency Description for FEMA is found on the next page (C 11).

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APPENDIX C - SAMPLE
Brief Agency Description:
Federal Emergency Management Agency (FEMA)

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PROGRAMS

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LQWHUJRYFRURQPGWLORRVODHVVWKHURGG GLVDVWHU HRYLODEOG VKLQJ

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