DEPARTMENT OF THE ARMY
INSTALLATION MANAGEMENT COMMAND
HEADQUARTERS, U.S. ARMY GARRISON ALASKA
1046 MARKS ROAD #6000
FORT WAINWRIGHT, ALASKA 99703-6000

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES ARMY GARRISON ALASKA AND THE BUREAU OF LAND MANAGEMENT, ALASKA FIRE SERVICE FOR WILDLAND FIRE SUPPRESSION AND FUELS MANAGEMENT SERVICES

IM-WC1SH5-25-306

This is a Memorandum of Agreement (MOA) is between the Installation Management Command Pacific Region (IMCOM Pacific), U.S. Army Garrison Alaska (USAG Alaska) and the Bureau of Land Management (BLM), Alaska Fire Services (AFS). When referring to USAG Alaska, this agreement applies exclusively to USAG Alaska, Fort Wainwright, Fort Greely, Tok, Haines, Sears Creek, Permafrost Research Station at Farmer's Loop, Permafrost Tunnel in Fox, Black Rapids Training Area, Gerstle River Training Area, and Whistler Creek Training Area and excludes Joint Base Elmendorf-Richardson (JBER). When referred to individually or collectively, IMCOM Pacific, USAG Alaska and the Bureau of Land Management, Alaska Fire Service may be referred to as "Agency" or "Agencies", respectively.

1. BACKGROUND:

1.1. IMCOM Pacific, USAG Alaska and the BLM, AFS, currently share unique land management responsibilities on lands withdrawn for military purposes, including vegetative resources and wildland fire management.

1.2. The BLM, AFS, and the U.S. Army Alaska (USARAK) signed agreements in 1995 that provided non-reimbursable support by USARAK for AFS facilities and operations on Fort Wainwright; where AFS has been headquartered since its creation in 1982, and non-reimbursable fire suppression services by AFS.

1.3. The National Defense Authorization Act for Fiscal Year 2000 (Public Law 106-65; 5 Oct. 1999) reauthorized the withdrawal of lands consisting of the Yukon and Donnelly Training Areas of Fort Wainwright. Section 3014(d)(2) of the Act provides that a memorandum of understanding between the Secretary of the Interior and the Secretary of the Military Department concerned shall require the BLM to provide assistance in the suppression of fires, and the military department shall transfer funds to the BLM for the assistance, if the fire was started by military activity.

1.4. USAG Alaska lands include several withdrawals established by various executive orders and public land orders, in addition to PL 106-65. The responsibility for management of those lands is governed by the language within the executive orders and public land orders, which differs as it relates to the responsibility for management and cost accountability for wildland fires. This support agreement will serve to identify jurisdictional authority and wildland fire protection responsibility on the various withdrawals managed by USAG Alaska in order to be able to determine management direction, authorize implementation of objectives, and determine cost accountability.

1.5. Implementation of this agreement is to be accomplished by USAG Alaska and AFS. This agreement delineates the policies and procedures whereby AFS provides fire suppression, preparedness, and fuels management services for all range and forest land under the responsibility of USAG Alaska, on a reimbursable basis.

2. AUTHORITIES:

2.1. The Economy Act, 31 U.S.C. § 1535.

2.2. National Defense Authorization Act for Fiscal Year 2000, PL 106-65, Section 3014.

2.3. Support Agreements, DODI 4000.19, dated 25 April 2013.

2.4. 42 USC Ch. 15A: Reciprocal Fire Protection Act

3. PURPOSE: The objectives of this agreement are to: (1) identify wildland fire jurisdictional authority, protection responsibility, and fiscal responsibility for lands managed by USAG Alaska; (2) bring AFS and USAG Alaska into compliance with the requirement in PL 106-65, wherein BLM is directed to provide requested wildland fire support on the Yukon and Donnelly Training Area lands to the Department of Defense (DOD); (3) provide that same access to AFS support on all lands managed by USAG Alaska; (4) identify and fund AFS as the protection agency for all wildland fires on all lands under the management of the USAG Alaska; and (5) establish support on a reimbursable basis to AFS in accordance with the Enterprise Level Agreement United States Army and Department of Interior, GT&C A2303-021-014-042045.

4. DEFINITIONS AND ACRONYMS: See Exhibit A, attached, for definitions of terms and responsibilities and identification of acronyms.

5. REFERENCES: The following documents are incorporated by reference:

5.1. The Alaska Interagency Wildland Fire Management Plan (AIWFMP).

5.2. National Interagency Standards for Resource Mobilization (NISRM).

5.3. Alaska Interagency Standards for Resource Mobilization (AISRM).

5.4. The Interagency Standards for Fire and Fire Aviation Operations (Red Book).

5.5. NWCG Standards for Incident Business Management, PMS 902 (SIIBM).

5.6. Department of the Army, Assistant Chief of Staff for Installation Management, Army Wildland Fire Policy Guidance, date 4 September 2002.

5.7. Department of Defense Management Regulation ("DoDFMR"), Volume 11A.

6. BOTH PARTIES AGREE THAT:

6.1. Collaboration between USAG Alaska and AFS regarding wildland fire management responsibilities on all lands under the management of USAG Alaska is in the best interest of the agencies and the public.

6.2. This agreement provides for AFS wildland fire support on all lands under the management of USAG Alaska.

6.3. USAG Alaska and AFS will develop and sign an Annual Operating Plan (AOP). This AOP will serve to identify management objectives, procedures and limitations, identify Authorizing Officers and contacts, establish timelines, and identify fiscal responsibilities and reimbursable costs to allow for the implementation of this agreement. This AOP will be reviewed and updated annually by the two parties.

6.4. To provide clear guidance for the management of wildland fires and establish cost accountability on wildland fires occurring on lands under the management of USAG Alaska, under this agreement the following shall apply:

6.4.1. Regarding wildland fires ignited by natural causes and human causes other than military activities within lands withdrawn for military purposes under PL 106-65, BLM is the jurisdictional agency, AFS is the protection agency, and BLM is fiscally responsible for wildland fire preparedness and suppression.

6.4.2. Regarding wildland fires ignited by military activities within lands withdrawn for military purposes under PL106-65, USAG Alaska is the jurisdictional agency, AFS is the protection agency, and USAG Alaska is fiscally responsible for wildland fire preparedness and suppression.

6.4.3. On all other USAG Alaska lands, regardless of ignition source, USAG Alaska is both the fiscal and jurisdictional agency and responsible for wildland fire preparedness and suppression effort but agrees that AFS will serve as the protection agency in exchange for a transfer of funds to AFS covering the actual costs of the fire preparedness and/or suppression effort.

6.5. Regarding all lands and aspects for which USAG Alaska has fiscal responsibility for wildland fire preparedness and suppression, subject to having resources available, and as described in the AOP, AFS will perform fuel management support and fuel treatment implementation services as requested by USAG Alaska in exchange for a transfer of funds to AFS covering the actual cost of the work.

6.6. Terms and definitions will be used as defined in the Alaska Interagency Wildland Fire Management Plan (AIWFMP) to promote clear communications.

7. RESPONSIBILITIES OF THE PARTIES:

7.1. USAG Alaska will:

7.1.1. Allow access by BLM and AFS onto USAG Alaska managed lands as necessary for efficient and effective implementation of these agencies' responsibilities as identified in this agreement.

7.1.2. Pay AFS for fire management support services. This payment will compensate AFS for USAG Alaska's share of expenses involved in maintaining a fire management support service organization for military withdrawn lands, exclusive of actual suppression, fuels management, and fuels treatment implementation costs. This bill will be based on projected fixed expense to AFS and will include an indirect service charge per BLM policy. This bill may be adjusted annually as addressed in the AOP. Contingent on the availability of funds, USAG Alaska will reimburse AFS for agreed upon fire management support services. Reimbursement for fire management support services will be addressed in the AOP.

7.1.3. Pay AFS for all fuels management support and fuels treatment implementation services provided by AFS as requested by USAG Alaska separate from and exclusive of wildland fire suppression charges. Costs to be paid by USAG Alaska to AFS for fuels management support and fuels treatment implementation services per BLM policy. Payment is contingent on the availability of funds. BLM will provide a cost estimate of all fuels management support and fuels treatment implementation services prior to providing such services to USAG Alaska.

7.1.4. Reimburse AFS for identified suppression costs that are provided by or through the BLM for all wildland fires on USAG Alaska managed lands that are the financial responsibility of USAG Alaska. Since the unpredictable nature of fire suppression requirements precludes USAG Alaska from effectively budgeting for fire suppression, payment of fire suppression costs is contingent upon funds being made available to USAG Alaska for payment of any compensable fire suppression costs.

7.1.5. Bring any required or requested changes in this agreement or AOP to the attention of the Manager, Alaska Fire Service, Bureau of Land Management, P.O. Box 35005, Fort Wainwright, Alaska 99703-0005.

7.2. AFS will:

7.2.1. Serve in the role of protection agency for wildland fires on all lands under the management of USAG Alaska.

7.2.2. Maintain a fire management support organization to support USAG Alaska programs as itemized in the AOP and in conjunction with the AFS Military Zone program. AFS will serve as the protection agency for USAG Alaska lands as defined and identified in the AIWFMP in conjunction with providing protection agency responsibility for the BLM on these lands, and the intent is to continue to be able to provide services at a level comparable with previous years of AFS support to USAG Alaska subject to availability of resources.

7.2.3. Invoice USAG Alaska monthly, based upon when the expenses were incurred, for all services that have been provided in accordance with this agreement and the AOP. This will help ensure that USAG Alaska has the ability to account for monies owed to AFS prior to the end of each fiscal year. Specific billing terms will be described in the AOP. Each bill will include a charge for the USAG Alaska share of the cost of AFS maintaining a wildland fire management services organization in support of USAG Alaska. The charged amount will also include an indirect charge to the extent required by BLM policy. Potential annual adjustments to this billing would be addressed in the AOP. Should this agreement and the AOP conflict regarding billing requirements, the AOP will govern. By February of each year, BLM will provide an estimate of the annual projected fuels project management and fuels treatment implementation costs for those services requested by USAG Alaska.

7.2.4. Provide USAG Alaska with financial records and backup documentation for all line items exceeding $25,000 to validate expenses charged for services provided under this agreement and provide documentation for other line items as requested by USAG Alaska on a case-by-case basis.

7.2.5. Coordinate with USAG Alaska prior to storing, treating, or disposing of any toxic and hazardous materials on Fort Wainwright, or any lands under the control of USAG Alaska or United States Army Alaska. Storage, treatment, and disposal of toxic and hazardous materials must be done in_ accordance with 10 U.S.C. § 2692.

7.2.6. Bring any required or requested changes in this agreement or AOP to the attention of the Commander, USAG Alaska, Attention Resource Management Office, 1060 Gaffney Road #6000, Fort Wainwright, Alaska 99701-6000.

8. FINACIAL DETAILS:

8.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a FS Form 7600B and/or a Military Interdepartmental Purchase Request, DD Form 448. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

8.2. BASIS FOR REIMBURSEMENT:

8.2.1. This agreement is entered into under the provisions of the Economy Act, 31 U.S.C. § 1535. As well as the National Defense Authorization Act for Fiscal Year 2000, PL106-65, Section 3014.

8.2.2. Reimbursement provided under the terms of this agreement shall be for the costs incurred by AFS in providing the services described within this agreement.

8.2.3. Support provided under this MOA·is on a reimbursable basis in accordance with the Enterprise Level Agreement United States Army and Department of Interior, GT&C A2303-021-014-042045.

8.3. PAYMENT OF BILLS/BILLING:

8.3.1. AFS will bill USAG Alaska as provided in the AOP through the intra-governmental Payment and Collection (IPAC) system and/or G-Invoicing, if applicable.

8.3.2. USAG Alaska budget office will forward payments, through IPAC and/or G-Invoicing.

8.4. Economy Act Determination and Findings: This MOA has been reviewed and require an Economy Act D & F has been completed. (see attachment)

9. TERMS OF AGREEMENT: This Interagency Agreement shall remain in effect from the date of last signature. The term of this agreement is for a 10-year period. This agreement may be terminated by either party upon 180 days written notice.

10. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and at mid-point in its entirety.

11. PRIOR APPROVAL: Any amendments, revisions, addendums, extensions, or reaffirmations of the agreement must be in writing, approved and signed by both parties.

12. MODIFICATION OF AGREEMENT: Modifications within the scope of this agreement shall be made by mutual consent of USAG Alaska and AFS by the issuance of a written modification, signed and dated by both parties, prior to any changes being effective. Modifications to Exhibit A and the AOP will be approved under terms identified with the AOP.

13. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

14. TERMINATION OF THIS AGREEMENT: This MOA may be terminated by either Agency by giving at least 180 days written notice to the other Agency. The MOA my also be terminated at any time upon the mutual written consent of the Agencies.

15. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Agencies.

16. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Agencies regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

17. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Agency signs.

18. EXPIRATION DATE: This MOA expires 10 years after the effective date, unless amended, revised, superseded,or terminated by mutual written consent, or terminated pursuant to Section 15 (above).

19. CANCELLATION OR MODIFICATION: This MOA modifies or cancels and supersedes the previously signed MOA between the same agencies with Agreement# FW-MOA-1608 and effective date of 28 October 2015.

20. NO THIRD AGENCY BENEFICIARIES: Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not an agency any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Agencies.

21. SEVERABILITY: If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall

endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

22. OTHER FEDERAL AGENCIES: This MOA does not bind any federal agency, other than the Agencies, nor waive required compliance with any law or regulation.

23. OTHER: Errors contained in this agreement or attachment's that are inconsistent with directives or regulations will not have the effect of obligating IMCOM Pacific, USAG Alaska, or BLM, AFS.

24. OSJA REVIEW: The Office of the Staff Judge Advocate reviewed this agreement and found it to be legally sufficient.

Agreed:

For IMCOM-Pacific:

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Brenda Lee McCullough
Director, IMCOM-Pacific

For BLM,AFS

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for Karen Kelleher
State Director, BLM Alaska

Exhibit A: Definition, Responsibilities, and Acronyms

Definitions (as listed in the AIWFMP)

Jurisdictional Agency: The agency having land and resource management responsibility for a specific geographical or functional area as provided by federal, state, or local law.

Protection Agency: The protection agency provides wildland fire suppression services to the jurisdictional agencies and is lead agency for the implementation actions documented and directed by the appropriate planning documents

Protection: The actions taken to limit the adverse environmental, social, political, and economic effect of fire.

Resources (fire-related): Personnel, equipment, services, and supplies available, or potentially available for assignment to incidents. Personnel and equipment are described by kind and type, e.g., ground, water, air, etc., and may be used in tactical, support, or overhead capacities at an incident.

Responsibilities (as listed in the AIWFMP)

The Jurisdictional Agencies will:

1) Ensure management actions taken by the protecting agency are compliant with unit plans and jurisdictional agency policy.

2) Set the strategic fire direction pre-season as defined in the AIWFMP; ensure management option designations are appropriate and reviewed annually; and identify general restrictions and constraints on their administrative unit. Management option change procedures are addressed in the AIWFMP.

3) Identify resources and sites which require site-specific protection in accordance with the AIWFMP.

4) Approve non-standard responses as defines in AIWFMP.

5) Work collaboratively with protecting agency and other affected jurisdictional agencies to develop the complexity analysis and provide strategic incident objectives and constraints to ensure land and

resource management objectives are met and documented during the decision support process. For incidents of federal lands or Alaska Native village and regional corporation lands, use ofWildland Fire Decision Support System (WFDSS) is required.

6) Approve the incident's decision document, when required.

7) Develop and jointly sign a Delegation of Authority to implement the decision document when incident complexity is Type 3 and above.

8) Assign, as the incident complexity warrants, an Agency Representative and/or Resource Advisor.

9) Participate in Incident Management Team (IMT) briefings to discuss local issues, personnel and facilities and establish a formal recognition of agency roles.

10) Collaborate with protecting agencies and IMTs regarding media releases concerning resource conditions, policies and management objectives for their agency.

11) Participate in IMT closeouts and contribute to the written evaluation of their performance in the implementation of the direction contained in the Delegation Authority.

12) Investigate and pursue all legal actions that are deemed necessary for human-caused fires.

13) Provide written standards that address wildfire suppression activity damage repair.

14) Determine the need for, develop, and manage Emergency Stabilization and Burned Area Restoration Activities.

15) Manage fire preparedness and education programs.

16) Coordinate and mange fire closure/restriction programs for agency lands.

The Protection Agency will:

1) Provide the operational control for suppression services in support of the jurisdictional agency's mission.

2) Provide fire detection coverage based on levels of lightning activity and human use or at jurisdictional agency's request.

3) Determine and document the incident location, management option, and cause.

4) Implement the initial response based on management option designation and notify the appropriate jurisdictional agency of any fire detected cin or threatening the agency's lands in accordance with the AIWFMP.

5) Implement the initial response based on management option designation and notify the appropriate jurisdictional agency of any fire detected on or threatening that agency's lands in accordance with the AIWFMP.

6) Assign Incident Commander for initial and extended attack. For incidents that are being monitored, incident command will be determined collaboratively.

7) Initiate and facilitate the Incident Complexity Analysis, when warranted.

8) Develop and jointly sign a Delegation of Authority to implement the decision document when incident complexity Type 3 and above.

9) Provide supervision and support including oversight, direction, and logistical support for all wildfires.

10) Assign a protecting agency liaison to Out-of-State Type 1 and 2 IMTs.

11) Conduct initial IMT briefings with the affected jurisdictional agencies.

12) Conduct IMT closeouts and consolidate IMT evaluations completed by the protection agency and affected jurisdictional agencies.

13) Complete wildfire suppression activities damage repair.

14) Fulfill interagency reporting requirement as directed in the AIMG and provide jurisdictional agencies with final fire reports.

15) Provide wildland fire management related training to jurisdictional and other protecting agency employees including emergency fire fighters based on needs and available training space.

16) Collaborate with jurisdictional agencies and IMTs on media releases that provide fire statistics and on-going suppression/management actions on fires. Questions regarding jurisdictional agency policy or actionswill be referred to that agency.

Acronyms

AFS	Alaska Fire Service (Division of Fire and Aviation, BLM Alaska)
AIMG	Alaska Interagency Mobilization Guide
AOP	Annual Operating Plan
AIWFMP	Alaska Interagency Wildland Fire Management Plan
BLM	Bureau of Land Management (Bureau of the DOI)
DOD	Department of Defense
DOI	Department of the Interior
IMCOM P	Installation Management Command Pacific Region
IPAC	Intra-governmental Payment and Collection system
PL	Public Law
DoDFMR	Department of Defense Financial Management Regulation
USARAK	United States Army Alaska
USAG FW	United States Army Garrison Fort Wainwright

Exhibit B: **Economy Act Determination and Findings**

The Memorandum of Agreement (MOA) between Army Installation Management Command Pacific/U.S. Army Garrison Alaska and the Bureau of Land Management, Alaska Fire Service for Wildland Fire Suppression and Fuels Management Services, IM-WC1SH5-25-306, requires an annual Economy Act Determination and Findings for as long as the MOA is in effect. No funds may be obligated in support of MOA 25306 or the implementation of the Annual Operating Plan (AOP) unless a properly executed, current D&F is in place.

1. Pursuant to the Economy Act and Volume 11A of the DoDFMR, DoD activities may enter into support agreements with non-DoD federal activities when the head of the major organizational unit ordering the support determines that the funding is available to pay for the support, it is in the best interest of the U.S. Government, the supplying activity is able to provide the support, the support cannot be provided as conveniently or economically by a commercial enterprise, and it does not conflict with any other agency's authority. This authority may be delegated no lower than the Senior Executive Service or General Officer level.

2. Given the nature of the service provided by AFS, the exact cost of the services to be provided is unknown. Nonetheless, based upon historical data, in the absence of a large fire event, the estimated annual cost of fire suppression, fire preparedness, and hazardous fuels management is $2,450,000 ($1,200,000 for Fire Suppression, $800,000 for Fire Preparedness, and $450,000 for Hazardous Fuels Management).

3. Having reviewed the requirements for fire suppression, preparedness and fuels management services of USAG Alaska lands and training areas, proposed to be provided as part of an interagency order under the Economy Act and PL 106-65, Section 3014(d), I make the following determinations:

3.1. The proposed interagency acquisition is authorized under the Economy Act, 31 U.S.C. 1535, and the National Defense Authorization Act for Fiscal Year 2000, PL 106-65, Section 3014(d).

3.2. AFS is legally authorized and able to provide the fire suppression and preparedness services described within this agreement.

3.3. The services cannot be provided conveniently or economically by a commercial enterprise.

3.4. This agreement is in the best interest of the U.S. Government and does not conflict with any other agency's authority.

3.5. Funds are currently available to pay the estimated costs of the services provided above through 30 September 2025.

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Brenda Lee McCullough
Director, IMCOM-Pacific

20 May 2025

Date