

## MEMORANDUM OF UNDERSTANDING ALASKA WILDLAND FIRE COORDINATING GROUP 2014-2019

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### I. INTRODUCTION

The Alaska Wildland Fire Coordinating Group (AWFCG) is established and maintained through an interagency Memorandum of Understanding (MOU) as specified in 620 DM Chapter 2. AWFCG was formed in 1994 through consolidation of the Alaska Multi-Agency Coordinating Group (AMAC) and the Alaska Interagency Fire Management Council.

This MOU between the member organizations and a companion annual AWFCG Standard Operating Procedures (SOP) provide a method for identifying and seeking solutions to specific and common fire management and related programs.

### II. AUTHORITY

1. Interior Department Manual Part 620, Wildland Fire Management Chapter 2: General Policy and Procedures- Alaska 4/10/1998 #3204
2. Alaska Department of Natural Resources: Alaska Statute 41.15.010 – 030.
3. Alaska Department of Fish and Game: Alaska Statutes 16.05.020, 16.05.050, and 16.20.010 – 020.
4. Alaska Department of Environmental Conservation: Alaska Statute 46.03.010 – 020.
5. Protection Act of 1922 (42 Stat. 857; 16 U.S.C. 594)
6. Cooperative Forest Assistance Act of 1978 (P.L. 95-313, dated July 1, 1978).
7. Indian Self-Determination and Education Assistance Act, as amended. (PL-93-638)
8. Reciprocal Fire Protection Act 1955 (42 U.S.C 1856)
9. Federal Land Policy and Management Act 1976 (43 U.S.C. 1701 et seq.)
10. National Park Service Organic Act 1916 (16 U.S.C. 1 et seq.)
11. National Wildlife Refuge Administration Act 1998 (16 U.S.C. 668dd)
12. Alaska National Interest Lands Conservation Act 1980 (16 U.S.C. 3181)

### III. MISSION

The AWFCG fosters safety, cooperation, coordination, collaboration and communication for wildland fire management and related-activities in the State of Alaska. The AWFCG is the leadership focus for planning and implementing interagency fire management statewide.

#### **IV. MEMBERSHIP**

The AWFCG membership is composed of the following agencies and organizations:

- State of Alaska
  - Department of Environmental Conservation (ADEC)
  - Department of Fish and Game (ADF&G)
  - Department of Natural Resources (ADNR)
- United States Department of the Interior (USDI)
  - Bureau of Indian Affairs (BIA)
  - Bureau of Land Management (BLM)
  - National Park Service (NPS)
  - U.S. Fish and Wildlife Service (USFWS)
- United States Department of Agriculture (USDA)
  - U. S. Forest Service (USFS)
- Alaska Native Representatives
  - Chugachmiut (consortium)
  - Association of Village Council Presidents (consortium) (AVCP)
  - Tanana Chiefs Conference (TCC)
- Structural Fire Departments and Other Organizations
  - Anchorage Fire Department (AFD)

Additional organizations seeking membership may petition the AWFCG. If approved by AWFCG, membership is executed by the petitioning organization's written adoption of this MOU. The petition process is delineated in the annual SOP.

#### **V. ORGANIZATION**

The Member Representatives, Officers, Committees, and Groups make up the organization of the Coordinating Group. Each member agency/organization must designate an official representative to serve as an AWFCG member. Participation in Committees and Groups is encouraged, but optional. Committees and Groups may have members who are not affiliated with AWFCG, but have interest or expertise that benefit the Committee or Group.

##### **A. Member Representatives**

Member representatives are categorized as voting or ad hoc. Definitions for the categories are presented in the annual SOP. The voting members must have delegated authority from their agency signatory to this MOU or authorized through other agency documents.

##### **B. Officers**

The AWFCG will establish officers to facilitate the accomplishment of its work. The positions to be filled are: 1) Chair, 2) Vice Chair, and 3) Recorder. The term for Chair and Vice Chair is one year beginning with the January quarterly meeting. Succession is from Vice Chair to Chair. The Recorder position is filled by consensus of the members, "term" does not apply.

### **C. Committees**

Standing committees may be established by the AWFCG in accordance with this MOU. Established committees will operate under the direction of individual charters specific to their purpose and report to the AWFCG. Committees and committee liaisons are listed as an appendix to the annual SOP.

### **D. Task and Working Groups**

Temporary groups may be established by either the AWFCG or a Committee. Each group will have a clearly defined purpose and specific objectives; a lead person will be appointed that is responsible for facilitating the assignment. Task groups are established whenever work of limited scope and/or duration is desired and will sunset when the work assigned is complete unless redirected by the AWFCG or establishing Committee. Working groups concentrate on specific assignments and may or may not sunset.

## **VI. DECISION PROCESS**

The preferred decision making process is by consensus. Consensus decision making does not require unabridged agreement by all members. However, once a decision has been reached, all members agree to abide with the group's decision and implement that decision to the extent possible within their respective agencies. It is recognized that for a decision to be implemented it must comply with individual agency's rules and regulations.

## **VII. MEETINGS**

The AWFCG will meet monthly. Quarterly meetings (January, April, August and October) are held in person; the October meeting is the Interagency Fall Fire Review. During other months, meetings are held via conference call.

A meeting may be held at any time a member's issue or concern warrants.

## **VIII. RESPONSIBILITY**

Each AWFCG member is responsible to implement AWFCG decisions and recommendations within their respective agency and complete assigned action items, as applicable.

## **IX. FINANCIAL**

This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between 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 subject to agency-specific legal requirements and fiscal controls. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition. Participation in any

activities sanctioned or sponsored by the AWFCG is at individual member organization expense.

## X. GENERAL PROVISIONS

The parties hereto, in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration. Any party may withdraw from the AWFCG by giving 30 days written notice.

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

Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise there from. Modifications within the scope of this instrument shall be made by the issuance of a mutually executed modification prior to any changes being implemented.

## XI. PRINCIPAL CONTACTS


Principal contacts for each agency are listed in the AWFCG Standard Operating Procedures, Appendix A.

## XII. TERM

This MOU will become effective upon the signature of all its participants and, unless sooner terminated, expires on January 31, 2019, at which time it will be subject to review, renewal, or expiration.

## XII. APPROVAL

**For the State of Alaska:**

  
\_\_\_\_\_  
Cora Campbell, Commissioner  
Department of Fish and Game

6.20.14  
\_\_\_\_\_  
Date

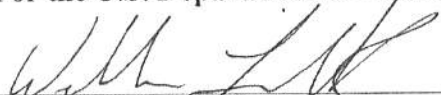
  
\_\_\_\_\_  
Larry Hartig, Commissioner  
Department of Environmental Conservation

6-6-2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joe Balash, Commissioner  
Department of Natural Resources

June 9, 2014  
\_\_\_\_\_  
Date

**For the U.S. Department of Interior:**

  
\_\_\_\_\_  
W. Bruce Loudermilk, Regional Director  
Bureau of Indian Affairs

6-30-14  
\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Bud Cribley, State Director, Alaska  
Bureau of Land Management

7-8-14  
Date \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
Bert Frost, Regional Director, Alaska Region  
National Park Service

June 4, 2014  
Date \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
Geoffrey L. Haskett, Regional Director, Alaska Region  
Fish and Wildlife Service

6-12-14  
Date \_\_\_\_\_

**For the U.S. Department of Agriculture:**

*[Signature]*  
\_\_\_\_\_  
Beth Pendleton, Regional Forester, Alaska Region  
Forest Service

July 2, 2014  
Date \_\_\_\_\_

**For Alaska Natives:**

*[Signature]*  
\_\_\_\_\_  
Myron Naueng, President  
Association of Village Council Presidents

7-3-2014  
Date \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
Jan Vanderpool, Executive Director  
Chugachmiut

7/10/14  
Date \_\_\_\_\_

*[Signature]*  
\_\_\_\_\_  
Victor Joseph, President  
Tanana Chiefs Conference

8/7/14  
Date \_\_\_\_\_

**For Structural Fire Departments and other Organizations:**

*[Signature]*  
\_\_\_\_\_  
John Fullenwider, Fire Chief  
Anchorage Fire Department

6/27/14  
Date \_\_\_\_\_