

**Memorandum of Understanding**  
for  
**THE NATIONAL WILDFIRE COORDINATING GROUP**  
among the  
UNITED STATES DEPARTMENT OF THE INTERIOR  
Bureau of Land Management  
Bureau of Indian Affairs  
Fish and Wildlife Service  
National Park Service  
and the  
UNITED STATES DEPARTMENT OF AGRICULTURE  
Forest Service  
and the  
UNITED STATES DEPARTMENT OF HOMELAND SECURITY  
U.S. Fire Administration  
and the  
THE NATIONAL ASSOCIATION OF STATE FORESTERS,  
and the  
THE INTERTRIBAL TIMBER COUNCIL.

BLM No. – FA-MOU08-0001

NPS No. – F9560080001

BIA No. – 2007-K00441-MOU-004

ITC No. – N/A

USDA FS No. – 07-MU-11130206-073

FWS No. – 93252-7-MOU-004

USFA No. – N/A

NASF No. – N/A

**I. STATEMENT OF MUTUAL BENEFITS AND INTEREST.**

This Memorandum of Understanding (MOU) is made by and entered into among the following entities:

- A. Bureau of Land Management, the National Park Service, the U.S. Fish and Wildlife Service, and the Bureau of Indian Affairs—all agencies of the United States Department of the Interior, hereinafter collectively referred to as “DOI agencies;”
- B. United States Forest Service hereinafter referred to as “Forest Service,” an agency of the United States Department of Agriculture;
- C. United States Fire Administration of the United States Department of Homeland Security, hereinafter referred to as “USFA;”
- D. Intertribal Timber Council hereinafter referred to as “ITC”; and
- E. National Association of State Foresters hereinafter referred to as “NASF,” a non-profit organization whose members are the Directors of the state forestry agencies of participating states, U.S. territories and former territories, and the District of Columbia.

These entities share the common goal of effective and efficient wildland fire management. They recognize that each organization’s mission can be better accomplished through cooperative efforts and through the sharing of talents, information, and resources. A charter will be implemented which guides the operations of the participants in meeting their common goals.

The Secretaries of Agriculture and the Interior entered into Memoranda of Understanding—dated, respectively, January 28, 1943, and February 21, 1963—to provide adequate wildfire management and protection to the lands under their respective jurisdictions.

In addition, the bureau and agency directors for the land management agencies for the above Secretaries, which includes the Bureau of Land Management, Bureau of Indian Affairs, National Park Service, Fish and Wildlife Service, and the Forest Service, also entered into an Interagency Agreement for Fire Management that is rewritten every five years and commonly referred to as “the Master Fire Management Agreement.” This agreement provides a basis for cooperation among the agencies on all aspects of wildland fire management and as authorized in non-fire emergencies.

## **II. PURPOSE.**

The purpose of this MOU is to create a framework for the ongoing work of the National Wildfire Coordinating Group, hereinafter referred to as “NWCG,” as a national group whose function is to provide national leadership and establish, implement, maintain and communicate policy, standards, guidelines, and qualifications for wildland fire program management and support the National Incident Management System.

NWCG provides a forum in which issues both short and long term involving standards and program implementation can be coordinated, discussed and resolved. Serves as a clearing house and provides a forum for discussion of short and long-term wildland fire management issues and initiates actions to improve coordination and integration of state, tribal, and federal wildland fire programs while recognizing individual agency missions.

## **III. AUTHORITY.**

The signatory entities are authorized to enter into this Memorandum of Understanding under their respective authorities:

- Reciprocal Fire Protection Act of May 27, 1955, 42 U.S.C. § 1856a (2000);
- the Federal Land Policy and Management Act of 1976, 43 U.S.C. § 1701, *et seq.* (2000);
- National Park Service Organic Act of August 1916, 16 U.S.C. § 1, *et seq.* (2000);
- National Wildlife Refuge Administrations Act of June 27, 1998, 16 U.S.C. § 668dd (2000);
- Disaster Relief Act of 1974, 42 U.S.C. § 1521 (2000);
- National Indian Forest Resources Management Act of 1990, 25 U.S.C. § 3101 (2000);
- Cooperative Forestry Assistance Act of 1978, 16 U.S.C. § 2101, *et seq.* (2000);
- Public Law 93-498, 93<sup>rd</sup> Congress, S.1769, October 29, 1974.

This Memorandum of Understanding upon full execution supersedes the existing MOU signed by Secretary of Agriculture, Earl Butz, and Secretary of the Interior, Thomas Kleppe, dated March 16, 1976, which originally established the NWCG.

#### **IV. MEMBERSHIP.**

NWCG membership consists of representatives from governmental agencies, the National Association of State Foresters, and the Intertribal Timber Council with national responsibilities for wildland fire management.

#### **V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND AMONG THE PARTIES THAT:**

- A. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds among the parties to this MOU 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 MOU does not provide such authority. Specifically, this MOU does not authorize or commit the cooperating agencies or cooperators of any contract or other agreement to noncompetitive awards. Any contract or agreement must fully comply with all applicable federal requirements for competition.
- B. No individual member information provided as part of the NWCG business shall be disclosed to any individual or other organization that is not within the NWCG membership without prior written consent of the member or working team that provided the information, unless such disclosure is required by law. Any information furnished to, or shared among, the member federal agencies through their participation in the NWCG is subject to request under the Freedom of Information Act, 5 U.S.C. § 552, *et seq.* (2000) (the "FOIA"), consistent with its exceptions and limitations. The non-federal members are not, through their participation in the NWCG, subject to the FOIA.
- C. This MOU in no way restricts the member organizations from participating in similar activities with other public or private agencies, organizations, or individuals.
- D. 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. The member federal agencies may not obligate the expenditure of funds (or provide services requiring the expenditure of funds) through their participation under the terms of this MOU unless such funds are available. For federal member agencies, funds expended to implement the activities of NWCG must be appropriated by the Congress of the United States or be otherwise available to the member agencies.
- E. The Department of Agriculture, Department of the Interior, Department of Homeland Security, the Intertribal Timber Council and the National Association of State Foresters and their respective member agencies, offices, officers, and employees are responsible for their own activities and costs, and will utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will endeavor to carry out its separate activities in a coordinated and mutually beneficial manner. Notwithstanding this provision, nothing in this MOU shall prevent the payment by one or more of the federal member agencies of expenses incurred by non-federal personnel in participating in NWCG activities, provided that

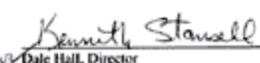
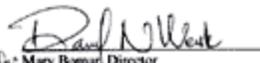
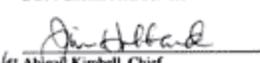
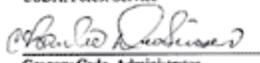
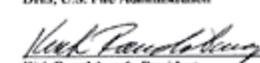
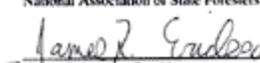
funds for that reimbursement are available within the federal agencies' appropriated funds and authorities.

- F. The terms of this MOU shall become effective with and upon execution of the final signature by the participating agencies and shall remain in effect for a maximum period of five-years from the date when the final 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 entities to determine its suitability for renewal, revision, or dissolution. Any signatory may withdraw from participation in this MOU thirty (30) days after providing written notice to the other signatories. Following such withdrawal, the remaining approving signatories may continue the provisions of this MOU as long as all such remaining signatories agree to the continuance.
- G. Modifications to this MOU may be initiated by any participating agency. Suggested modifications shall be reviewed and acted upon within sixty (60) days of receipt of the requested modification. Changes shall not take effect until documented and signed by all approving signatories. The Forest Service is designated as the agency responsible for all administrative oversight of modifications to this MOU.
- H. This MOU does not by itself create any contractual right or other right of action by one member organization against any other member organization for compensation for any loss, damage, personal injury or death occurring as a consequence of the performance of this MOU.
- I. This MOU is not intended to, and does not create, any claim, right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or against any member organization or any other person. The members acknowledge and agree that any effort to impose liability upon any member for its activities undertaken while participating in or otherwise acting to further the purposes of the NWCG would thwart, impede, and impair (1) the functioning of the NWCG; (2) the exercise of discretion in the execution of its functions; (3) the purposes underlying this MOU; (4) the federal, tribal, and state interests that the NWCG was created to further and promote; and (5) the federal policies and congressional purposes of the legislation listed above.
- J. The publications issued through the work of the NWCG shall be printed by the federal government and shall be publications of the federal government only and not of the non-federal member organizations. Member organizations, and other organizations and persons, shall each decide independently whether to distribute or to follow NWCG publications and policies, and each is solely responsible for its own implementation of those policies. No member may delegate to any other member its responsibility to determine which policies or publications to follow or implement within its own organization or jurisdiction. No party to this MOU and no individual employed by or appointed by any member agency or by the NWCG shall be liable or otherwise responsible for claimed deficiencies in the policies or publications of the NWCG.
- K. The use of the names and emblems of the parties to this MOU shall be allowed only in the case of particular projects undertaken pursuant to the prior express written consent of the parties to this MOU, and when such projects are in conformity with the parties to this MOU's regulations.

## VI. RESOLUTION OF DISAGREEMENT.

Should disagreement arise regarding the interpretation of the provisions of this MOU, 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 statements of the disagreement to the Wildland Fire Leadership Council, which may make a non-binding recommendation to the parties to resolve the disagreement.

### APPROVALS:

 James Caswell, Director DOI-Bureau of Land Management	<u>10/11/07</u> Date
 Jerry Gidner, Director DOI-Bureau of Indian Affairs	<u>10/11/07</u> Date
 Dale Hall, Director DOI-Fish and Wildlife Service	<u>10/11/07</u> Date
 Mary Bomar, Director DOI-National Park Service	<u>10/10/07</u> Date
 Abigail Kimbell, Chief USDA, Forest Service	<u>10/11/07</u> Date
 Gregory Cade, Administrator DHS, U.S. Fire Administration	<u>10/11/07</u> Date
 Kirk Rowdabaugh, President National Association of State Foresters	<u>10/11/07</u> Date
 Nolan Colegrove, President Tribal Timber Council	<u>10/11/07</u> Date