

**2013-2018 Memorandum of Understanding
For the operation of the Southwest Coordinating Group
among the
USDA – Forest Service, Region 3
and the
USDI – Bureau of Land Management, Arizona and New Mexico
and the
USDI – National Park Service, Intermountain Region (MOU No. _____)
and the
USDI – U.S. Fish and Wildlife Service, Southwest Region
and the
USDI – Bureau of Indian Affairs, Western, Southwest, and Navajo Regions
and the
State of New Mexico – Energy, Minerals and Natural Resources Department
Forestry Division (Share No. _____; EMNRD No. _____)
and the
State of Arizona, Forestry Division**

I. Authorities and Authorizing Documents

- A. Joint powers/state master agreements between the States of Arizona and New Mexico, and the agencies of the US departments of Agriculture (USDA) and Interior (USDI) with wildland fire responsibilities. An extensive listing of fire authorities for the Southwest Agencies is found at the beginning of each master agreement document.
- B. Interagency Agreement for Fire Management between the Bureau of Land Management, Bureau of Indian Affairs, National Park Service, U.S. Fish and Wildlife Service, and the US Forest Service of May, 2010.
- C. Memorandum of Understanding for the Development of a Collaborative Fuels Treatment program, USDA, USDI, and National Association of State Foresters (NASF), January 2003.

II. Purpose and Function

The Southwest Coordinating Group's (SWCG) purpose is to provide a forum for understanding and implementing interagency policy, direction, and coordination to the Zone Management Groups and to the Southwest Coordination Center (SWCC) for fire and incident management activities.

The SWCG's goal is to provide a cooperative interagency forum seeking consistency in fire and incident management within the Southwest Geographic Area. The SWCG seeks to enhance safety, efficiency and effectiveness of interagency fire management activities and support to authorized non-fire emergencies.

The SWCG implements procedures and standards to coordinate fire management programs of the participating agencies to avoid duplication and to provide a framework of constructive cooperation.

The SWCG is focused on fire, incident, fuels and smoke management activities in the Southwest Geographic Area, which includes Arizona, New Mexico, and the lands administered by the signatory agencies west of the 100th Meridian in Texas and Oklahoma.

Agency members of the SWCG shall, by signature of individual agency administrators to this Memorandum of Understanding (MOU), be delegated authority to act on behalf of their respective agencies for purposes of planning, priority setting and implementation of all current agency policies, directions and standards for fire and incident management activities within the Southwest Area.

The SWCG representatives will communicate to individual Agency Administrators any recommendations to establish significant new policies in fire or incident management prior to implementation.

This MOU supplements the joint powers state master agreements between the States of Arizona and New Mexico and the federal agencies, and provides management direction to the SWCG.

III. Membership

Membership is limited to agencies with statewide or regional wildland fire management responsibilities. Each signatory organization shall designate one representative to serve on the SWCG. Members have full authority to speak to the issues for their respective organizations. In addition, the Southwest Coordination Center Manager functions as a permanent, non-voting member of the SWCG. Each agency retains authority for designating its individual representative, as well as for determining the length of service on the SWCG.

IV. Organization

A. Southwest Coordinating Group

The SWCG shall select a chairperson and vice-chair who shall serve two year terms. The chair, or acting chair, may represent the SWCG at national, regional and local meetings and may serve as the initial point of contact for SWCG business. SWCG may select an executive assistant, other officers, committee members or liaisons, and task or work group members to perform assigned responsibilities as needed.

B. Zone Coordinating Groups

The SWCG reviews, advises and assists the zone coordinating groups on training, zone Multi-Agency Coordination (MAC) group work, coordination of fire closures and restrictions, and other fire, fuels, smoke and incident management activities.

C. Committees and Work Groups

The SWCG may establish committees or task groups to carry out long term or recurring work, or specific work assignments for a limited time. Committees or task groups shall submit their reports or recommendations to the SWCG for review, approval and further action. The SWCG shall establish a charter for each committee, and provide written or verbal direction as needed for work groups. SWCG shall assign a SWCG member as a liaison to each committee or task group.

V. Activities and Responsibilities Delegated to the Group

A. The SWCG is the Geographic Area Coordinating Group (GACG) for the Southwest Area.

B. The SWCG functions as, or provides personnel for, the Southwest Multi-Agency Coordination (SWMAC) Group. The function of this group is to meet, enhance coordination, and provide leadership to wildland fire management during periods of high fire activity. This may include acting on behalf of members' respective agencies for the purposes of planning, setting priorities, mobilizing and positioning resources, allocating and reallocating resources, and implementing all current agency policies, directions and standards for fire and incident management activities within the Southwest Area. The Southwest MAC Group is the authority for directing and controlling fire management resources in the Southwest to insure priority agency and Geographic Area objectives are met. The SWCG coordinates with the National Multi-Agency Coordinating Group (NMAC) and the National Interagency Coordination Center (NICC) as appropriate.

C. The SWCG oversees and directs the Southwest Coordination Center Manager, who oversees and directs the interagency personnel on the SWCC staff. The SWCG and SWCC monitor, evaluate and direct the performance of the interagency dispatch centers in the Southwest Geographic Area.

D. The SWCG maintains a formal process for sharing fire intelligence and predictive services information among agencies.

E. The SWCG maintains procedures for selection and management of the Southwest Area Interagency Incident Management Teams.

F. The SWCG reviews, revises and approves various operational documents outlining Southwest procedures including the Southwest Mobilization Guide, the SWCG Handbook, the SWCC Operations Guide, the Southwest MAC Handbook, the Southwest Incident Management Team Guidelines, the Southwest Single Engine Air Tanker (SEAT) Operations Guide, and the Southwest Type 2 Crew Guidelines.

G. The SWCG performs other functions as assigned or directed by Agency Administrators.

VI. Agency Responsibilities

Individual employees of federal and state land/fire management agencies support fire and incident management activities, as Agency Administrators direct.

Agency Administrators support the development and maintenance of fire and incident management skills in their personnel. Agency Administrators are responsible, through their agency directives, to develop, maintain and make available these employees for incident management and teams.

Some agencies' participation in all-risk activities is limited by laws and authorities.

If the SWCG's activities under this MOU generate a significant legal question or issue, then each member, in his or her sole discretion, may consult with his or her agency's legal advisor on the appropriate course of action. The members then will meet and use their best efforts to develop and present a unified response to the legal question or issue.

VII. Finance

The respective agencies and offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the above purposes and objectives.

Nothing in this MOU shall require the parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority.

VIII. Term of Agreement

This MOU is effective for each agency upon the date of their signature. It shall remain in effect for five (5) years from the date of that signature, or may be terminated earlier by mutual consent of all parties. Any signatory agency may withdraw from this MOU by giving 30 days written notice to the others. Withdrawal by an agency shall not terminate this agreement or affect the participation of other agencies.

IX. Exclusions

This MOU is intended to guide the internal operation of the SWCG.

This MOU shall not be construed to incur benefits to any parties not signatory hereto, except where such benefits may occur from other agreements or associations with a signatory agency.

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

X. Approvals

Each signatory agency shall be provided a signatory page, which, when signed and returned to the Southwest Coordination Center Manager shall be attached to this document and become a part of this document. The Agency Administrator may designate an agency representative with approval and delegation authority on the agency signatory page, but may change that representative at his or her discretion.

Signatory pages are kept on file at the Southwest Coordination Center.