

# **SOUTHEAST ARIZONA ZONE CHARTER**

## **(Memorandum of Understanding)**

### **ARTICLE I.**

#### Purpose

The Southeast Arizona Zone Board (hereafter referred to as “The Board”) is an interagency board with the overall responsibility of coordinating the fire management activities of those agencies represented in the Zone.

#### Board Composition

One representative from each of the following agency units will serve as Board Members:

Arizona State Forestry Division, Tucson District  
United States Forest Service, Coronado National Forest  
National Park Service, Saguaro National Park  
Bureau of Land Management, Gila District  
Bureau of Indian Affairs, Tohono O’Odham  
United States Fish and Wildlife Service, Arizona Fire District

United States Forest Service, Tucson Dispatch Center Manager – non-voting member

Board Members will be assigned, in writing, by and act as representatives for their agency/unit agency administrators. The fire management officer will be the signatory for the Annual Operating Plan. Representatives must have the authority to represent their agency in Board functions. Each agency will have one vote. Six of the seven voting members and/or representatives are needed to conduct business.

### **ARTICLE II.**

#### Responsibilities

The Board is responsible for the coordination of: Training sponsored by the Zone, intra-Zone dispatch channels, Zone Prevention programs, Smoke Management, Prescribed fires and fuels treatment collaboration, and the management of the Zone Interagency Coordination Center.

1. Coordinate Zone-sponsored Training.
2. Provide guidance to the Zone Interagency Coordination Center.
3. Coordinate Intra-Zone Dispatch Channels.
4. Review and modify annually the Dispatch Operating Plan and Charter.
5. Sponsor Zone Working Teams as appropriate; i.e. prevention teams, fuels collaboration teams, etc.
6. Coordinate Zone Prevention Program.
7. Zone Chairperson may represent the Southeast Arizona Zone at the Arizona Interagency Coordination Group and the Southwest Coordinating Group meetings.

8. Coordinate fire restrictions and closures.
9. Coordinate and release public information regarding Zone activities.
10. Identify and prioritize incidents within the Zone and relay these priorities to the Southwest Interagency Coordination Center Manager or to a Multi-Agency Coordination (MAC) Group.

**ARTICLE III.**

Administration

The Board will meet at least twice a year (October and January/February) to conduct zone business; however, special meetings may be called on any occasion as necessary at the request of any member.

1. Board meetings will be scheduled to allow all agencies to participate. The Zone Chairperson will send a written announcement to all Board Members two weeks prior to scheduled zone meetings.
2. Board members will attend all Board Meetings, or send an alternate.
3. The SEZ Chair will be held for two years with a rotation occurring during the fall meeting of even years.
4. The representative of the next agency in the chair rotation will serve as deputy chairperson, representing The Board in the absence of the Chairperson.
5. The Coronado N.F.-Fire Qualifications & Development Coordinator will serve as the Zone Training Specialist. He/she may have an assistant.

Order of Chair Rotation

Arizona State Forestry Division  
Coronado National Forest  
National Park Service  
Gila District - BLM  
Tohono O’Odham Nation  
United States Fish & Wildlife Service – Arizona Fire District

**ARTICLE IV.**

Funding

Costs associated with individual agency travel, per diem, communication, supplies, and equipment will be the responsibility of each agency; unless, other arrangements have been made prior to expenditure of funds.

**ARTICLE V.**

Terms of Agreement

The term of this memorandum of understanding will be five (5) years, beginning after the last date of signature on the agreement. It is renewable at the end of each five-year period by completion of a signature page.

Amendments to this memorandum of understanding can be made at any time subject to the written concurrence and approval of all agencies.

#### Modification

Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The agencies are not obligated to fund any changes not properly approved in advance.

#### Access to Records

Give agencies, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.

#### Termination

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. Neither party(s) shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

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.

#### Obligations

Nothing herein shall be considered as obligating the agencies to expand or as involving the United States in any contract or other obligations for the future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

#### Funding Equipment and Supplies

Federal funding under this instrument is not available for reimbursement of cooperator purchase of equipment (and supplies).

### **ARTICLE VI.**

#### Reports

Reports will be the responsibility of the current Chair. Signatory pages below are hereby incorporated into this document and made a part hereof.

APPROVAL AND DELEGATION OF AUTHORITY

I approve the Memorandum of Agreement establishing the Southeast Zone Board and hereby designate the delegate Kristy Lund, to act on behalf of the Coronado National Forest, USDA Forest Service, as my representative to this group. This designation and authorization shall remain in effect until rescinded.

\_\_\_\_\_  
Date Jim Upchurch  
Forest Supervisor  
Coronado National Forest  
USDA National Forest Service

I approve the Memorandum of Agreement establishing the Southeast Zone Board and hereby designate the delegate from the Tucson District Karl Sieglaff, and to act on behalf of the Arizona State Forester, as my representative to this group. This designation and authorization shall remain in effect until rescinded.

\_\_\_\_\_  
Date Scott Hunt  
State Forester  
State of Arizona

I approve the Memorandum of Agreement establishing the Southeast Zone Board and hereby designate the delegate Guy Acuna from the Tohono O'odham Nation to act on behalf of the Bureau of Indian Affairs, Phoenix Area, as my representative to this group. This designation and authorization shall remain in effect until rescinded.

\_\_\_\_\_  
Date Regional Director  
Bureau of Indian Affairs  
Western Regional Office

I approve the Memorandum of Agreement establishing the Southeast Zone Board and hereby designate the delegate Damon McRae, to act on behalf of the Gila District, USDI Bureau of Land Management, as my representative to this group. This designation and authorization shall remain in effect until rescinded.

\_\_\_\_\_  
Date Tom Dabbs  
Gila District Manager  
USDI Bureau of Land Management

