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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF THE INTERIOR (DOI)
OFFICE OF AIRCRAFT SERVICES
AND
THE ALASKA NATIONAL GUARD (AKNG)

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ALASKA

PART I

PURPOSE

This is a MEMORANDUM OF UNDERSTANDING between the U.S. DEPARTMENT OF THE INTERIOR (DOI), and the ALASKA NATIONAL GUARD (AKNG), pertaining to aircraft support during public exigency operations.

- A. WHEREAS the geographic and climatic conditions in Alaska, coupled with the vast distances with sparse population, often create situations requiring timely procurement of aircraft and pilots in order to preserve life and property during fire fighting operations; and
B. WHEREAS, the DOI has the responsibility for direction of fire management activities in accordance with the Federal Land Policy and Management Act of 1976 (90 Stat. 2743, as Amended; 43 U.S.C. 1701 et seq.), DOI Manual 135 DM 1 and aviation management in accordance with DOI Manual 112 DM 12.
C. WHEREAS, the AKNG has the State mission to provide military support to civil authorities for the protection of life and property; and
D. WHEREAS, the AKNG has certain capabilities throughout the State that would be of material benefit and advantage to the total fire fighting effort; and
B. WHEREAS, it is acknowledged that there will, from time to time, be fire fighting activities, within the State of Alaska, when the DOI will require the capabilities and assistance of the AKNG.

PART II

The AKNG agrees to the following:

- A. Upon proper request and approval to place required AKNG members in a State Active Duty status to assist in fire fighting missions when DOI certifies all commercial sources have been depleted; and
B. Provide equipment and aircraft upon request and approval, executing reimbursement provisions as applicable; and

OPTIONAL FORM 99 (7-90)

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of pages 5

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C. Authorized personnel will take appropriate action when exigencies of the situation preclude the timely issuance of a written request, and immediate and positive action must be taken in order to preserve human life or property without compromising established safety standards. AKNG (through assistance from DOI) will obtain written requests and authorization to validate the mission requirement; and

D. AKNG pilots assigned to the aviation support task force will have a minimum of 500 hours of Pilot (P) time logged on appropriate Service's Individual Flight Records Certificates to be designated as a Pilot-In-Command (PIC) for Interagency support missions. Crew selection for aviation support to the AKNG task force will be at the discretion of the aviation task force command or AKNG Coordination Officer.

E. Interagency Special Use Aviation Missions. Flight crews assigned to perform a Special Use Mission will meet military/Service standards for that specific mission. A flight crewmember who has experience in a mountainous, high density, fire flying environment is desirable on Special Use Missions. The following are defined as Interagency Special Use Missions:

1. High altitude/mountain flying operations.
2. Pinnacle and ridge line operations.
3. External sling load operations.
4. External water bucket operations.
5. Low level reconnaissance/observation/spotting.

NOT personnel?

F. AKNG standards for transportation of passengers, carrying of internal cargo and transportation of external cargo (sling load) operations will be accepted as meeting mission requirements for Interagency use.

1. AKNG units that have water bucket training as a Special Mission Task for their pilots and who have pilots trained, qualified, and current for water bucket operations at the altitudes/environment of the fires are sanctioned as meeting mission requirement for Interagency support.
2. Should the AKNG Aviation Task Force commander require additional water bucket capability; those AKNG assets that do not have water bucket training as an existing Special Mission Task may have their Instructor Pilot (IP) trained by an Interagency Instructor Pilot. After certification, those current IPs will train and qualify AKNG pilots to Interagency standards for water bucket operations. Specialized aircraft and crews will not be required to obtain water bucket qualification.

- G. The AKNG aviation task force/unit commander or his designated representative will review all aspects of assigned missions/tasks to include crew selection, safety considerations, landing zone selection, etc. Base upon this review, the specific mission will be accepted, delayed or declined as appropriate. Safety will not be compromised.
- H. An Interagency Helicopter Manager will be available to each cargo helicopter flight crew and will be physically present in the aircraft, as required, to provide liaison between the agency and the military operator.
- L. The senior AKNG representative is responsible for submitting approved billing documentation to the Office of Aircraft Services on SF-1080 at the following address:

Office of Aircraft Services
4837 Aircraft Drive
Anchorage, AK 99502

PART III

The Department of the Interior agrees to the following:

- A. AKNG will maintain Command and Control over Federal assets committed to fire management activities covered by this agreement.
- B. Expenses incurred by the AKNG for fire related activities will be reimbursed by the DOI upon receipt of pertinent records, including, but not limited to:
1. Hourly costs of equipment used on approved missions in accordance with current DOD/National Guard Bureau guidance;
 2. Any per diem or commercial travel incurred while AKNG personnel are away from home station, and/or
 3. State Active duty pay and allowances, and
- C. The DOI office initiating the fire related mission request will provide to the State of Alaska, authorization forms for each AKNG member who becomes entitled to reimbursement for participation in the fire related operation; and
- D. Fire related special equipment owned by the DOI will be made available to the AKNG, upon request, for use in fire related operations. Appropriate property accountability documents will be executed as required.

- E. Honor the principle of National Guard commanders retaining possession, operational control and final authority over military personnel and equipment during support operations.
- F. The AKNG Duty Officer or Point of Contact will be notified immediately upon notice of an accident or incident.
- G. Furnish a qualified aircraft manager to act as liaison with flight crew(s).

PART IV

The DOI and AKNG jointly agree to the following:

- A. Contacts for requesting service under this agreement are as follows:

<p>Office of Aircraft Services Adrian Bennett or Lark Wuerth 4837 Aircraft Drive Anchorage, AK 99502 (907) 271-3935</p>	<p>Alaska National Guard ATTN: POMSO P.O. Box 5800 Ft. Richardson, AK 99505-5800 (907) 428-6205</p>
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- B. Written authorization will be given under authority of the Adjutant General prior to dispatch of AKNG equipment, except under the circumstances in Part II C.
- C. Their respective field personnel will maintain smooth working relationships and develop such local agreements as deemed necessary to ensure fire fighting efforts are as effective as possible; any such agreements shall be reviewed and approved by each appropriate organizational level, prior to their becoming effective; and
- D. No provision of this agreement will stand in the way of prompt and effective action by any agency to relieve emergency situations; and
- E. Except as provided in Part III B of this agreement, support will be provided on a non-reimbursable basis; reimbursable expenses will be paid through the DOI fire suppression activity funding; and
- F. Claims for personal injury and property damage will be handled under the Federal Tort Claims Act and appropriate implementing regulations.
- G. Accidents involving AKNG aircraft will be investigated as required by regulation and when requested, with the assistance of OAS personnel. It will be the responsibility of DOI to secure the accident/crash site until the investigation teams arrive.
- H. Either party may change, amend, or terminate this agreement upon 30 days advance notice thereof, in writing, to the other party; and

- I. This agreement will be reviewed annually by both parties; however, a failure by either party to review it will not by itself cause the agreement to be terminated; and
- J. This agreement becomes effective when signed by authorized representatives of the Department of the Interior, Office of Aircraft Services, and the Alaska National Guard, and concurred in by a representative of the Chief, National Guard Bureau.

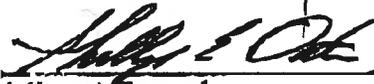
DEPARTMENT OF THE INTERIOR
Office of Aircraft Services

DATED: 30 AUGUST, 1999

BY: 
R.S. Berus
Director, Office of Aircraft Services

ALASKA NATIONAL GUARD

DATED: 30 July 99

BY: 
The Adjutant General
Alaska National Guard

CONCUR FOR THE CHIEF, NATIONAL GUARD BUREAU.

DATED: 8-2-99

BY: 
National Guard Bureau
USPFO for Alaska Region