

MEMORANDUM OF UNDERSTANDING
Between
The U.S. Department of the Interior
Bureau of Land Management Alaska
And
U.S. Army Garrison Fort Wainwright
Concerning
Management of Lands in Alaska Withdrawn By Public Law 106-65 For
Military Use

I. Purpose

This document serves as the Memorandum of Understanding (MOU) required by Section 3014 of Public Law (PL) 106-65 for management of PL 106-65 withdrawn lands in Alaska. Through this MOU, U.S. Army Garrison Fort Wainwright (hereinafter referred to as "Army") and Department of Interior, Bureau of Land Management Alaska (hereinafter referred to as "BLM") fulfill the mandate of the Military Lands Withdrawal Act of 1999 to implement Resource Management Plans for lands in Alaska withdrawn under Section 3011 of PL 106-65 and the mandate of the Sikes Act to implement Integrated Natural Resource Management Plans for all military lands. This agreement clearly defines the authorities, roles and responsibilities of the two agencies to efficiently and effectively manage these withdrawn lands.

II. Objective

Communication and coordination is needed to ensure effective cooperation between BLM and the Army (hereinafter collectively referred to as the "Parties") for management of lands in Alaska withdrawn by PL 106-65. PL 106-65 directs the Secretary of the Interior, through BLM, to manage the withdrawn lands, pursuant to the Federal Land Policy and Management Act of 1976 (FLPMA). In addition, the Sikes Act requires the Department of Defense to manage natural resources on all of its lands, to include all withdrawn lands, and Army Regulation 200-1 requires the Army to prepare, update and implement Integrated Cultural Resources Management Plans for all installations with significant cultural resources. The overlapping authorities of these laws can lead to confusion about management responsibility and authority and diminish cooperation between agencies. This MOU applies to lands in Alaska withdrawn for military purpose under Section 3011 of PL 106-65, listed in the law as the Fort Greely East and West Training Ranges and the Yukon Training Range of Fort Wainwright, currently known as Donnelly Training Area and Yukon Training Area, Fort Wainwright, Alaska.

III. Authority

- A. Military Lands Withdrawal Act of 1999 (Public Law 106-65)
- B. Federal Land Policy and Management Act of 1976 (Public Law 94-579), as amended (43 U.S.C. 1701 et seq.)
- C. Sikes Act (Public Law 86-797), as amended (16 U.S.C. 670 et seq.)
- D. Section 6 of the Engle Act of 1958 (Public Law 85-337)
- E. 1994 Fort Greely and Fort Wainwright Yukon Maneuver Area Resource Management Plans (RMPs), as amended
- F. US Army Garrison Fort Wainwright Integrated Natural Resource Management Plan (INRMP), as updated
- G. Army Regulation 200-1

IV. Procedure

A. Definitions

As used herein, the Parties agree to the following definitions:

1. Joint Management¹

Joint Management refers to congressionally directed shared responsibility by the BLM and Department of Defense for organizing, controlling, and supervising activities on certain withdrawn federal lands. For instance, Section 3014 of PL 106-65 directs the Secretary of the Interior to manage lands withdrawn under section 3011 pursuant to the FLPMA and other applicable laws. Likewise, the Sikes Act requires the Secretary of Defense to carry out a program to provide for the conservation and rehabilitation of natural resources on military installations, sustainable multi-purpose use of the resources [including hunting, fishing, trapping and non-consumptive uses], and public access to military installations [subject to military safety and security requirements], including all public lands withdrawn from all forms of appropriation under public laws and reserved for the use by the Secretary of Defense or the Secretary of a military department.² These overlapping requirements do not absolve either agency from responsibility for natural and cultural resources management on the same withdrawn lands; rather they enhance the ability of both agencies to partner to provide more effective, joint management of these withdrawn lands.

¹ Interagency Handbook for the Joint Stewardship of Withdrawn or Permitted Federal Lands Used by the Military. DOI - BLM, USDA – USFS, DOD. 2000.

² Congress specifically included lands such as those “temporarily withdrawn” from the public domain, citing PL 99-606 (the Military Lands Withdrawal Act of 1986 – the precursor to PL 106-65) as an example in committee reports.

2. Military Use

PL 106-65 Section 3011(c)(1) defines military use as “(A) military maneuvering, training, and equipment development and testing; (B) training for aerial gunnery, rocketry, electronic warfare, and tactical maneuvering and air support; and (C) other defense-related purposes consistent with the purposes specified in [Section 3011(c)(1)]”. Other defense-related purposes include activities required to support military use, such as construction, repair, maintenance, and upgrade of (1) training range facilities, (2) training area transportation networks and (3) training lands. Military use, broadly defined, therefore also includes any use or action that serves to support the military mission. As an example, a Sikes Act INRMP details plans, programs, policies, and projects that support infrastructure, ranges and habitat to support the type of training and testing listed above. Therefore natural resources management activities conducted through an approved Sikes Act compliant INRMP are included in the broad definition of military use.

3. Stewardship

Stewardship actions are those actions which maintain or enhance natural or cultural resources entrusted to the federal government by the public. Stewardship actions include policies that protect, maintain or enhance natural or cultural resources and potentially limit use that might degrade natural or cultural resources. Stewardship actions also include policies to promote public recreational use of natural resources within constraints of public safety, security and long term resource sustainability.

B. Vegetation and Minerals Management

1. Authority

- a. **BLM. PL 106-65; FLPMA; Section 6 of the Engle Act of 1958.**
- b. **Army. PL 106-65; Sikes Act.**

2. Responsibility

- a. **The Parties have concurrent vegetation management jurisdiction and responsibilities.**
- b. **The BLM has sole jurisdiction and responsibility over minerals management pursuant to Section 6 of the Engle Act of 1958, except the Army is authorized by Section 3022 of PL106-65 to use sand, gravel, or similar mineral material resources for construction needs on lands withdrawn by PL 106-65.**

3. Agreements and Understanding

- a. **BLM has determined, with the concurrence of the Army, that consistent with Public Land Order 5187, at this time none of these withdrawn lands are suitable for opening to the operation of the Mining Law of 1872, the Mineral Leasing Act of 1920, the Mineral Leasing Act for Acquired Lands of 1947 or the Geothermal Steam Act of 1970.**

- b. BLM agrees to defer authority to the Army to sell timber, firewood and other wood products while conducting vegetation management actions for the purpose of military mission support or stewardship consistent with the RMPs and INRMP. The Parties recognize the advantage of depositing funds into the military forestry reserve account which allows proceeds from sales of forest products to be cycled back into natural resource projects on the installation from which it was produced.
- c. The Army is responsible for detecting and managing non-native invasive species consistent with the RMP's and INRMP.
- d. The BLM is responsible for detecting and managing non-native invasive species associated with nonmilitary controlled activities consistent with the RMP's and BLM policy.
- e. BLM retains the authority under Section 3014(a) of PL 106-65 to issue agricultural leases for non-military purposes consistent with the RMPs and INRMP, with Army concurrence. BLM agrees to defer authority to the Army to issue agricultural leases for actions which provide military mission support.
- f. The Parties agree that BLM retains authority for minerals management, and that BLM will not issue any permit or lease for the disposition of mineral materials, including sand and gravel and related materials, without the concurrence of the Army. BLM does not grant authority to Army to permit, lease or sell minerals or allow exploration or mining.

C. Military Mission Support Actions

- 1. Authority
 - a. Army. PL 106-65. USC Title 10.
- 2. Responsibility
 - a. The Army is responsible for all environmental compliance requirements related to the conduct of the military mission.
- 3. Agreements and Understanding
 - a. The Army is responsible for all environmental compliance requirements related to the conduct of the military mission, to include, but not limited to: National Environmental Policy Act documentation, Clean Water Act compliance (Section 404 permitting, Section 401 storm water), National Historic Preservation Act (NHPA) Compliance, Section 106 NHPA consultation, essential fish habitat consultation, Migratory Bird Treaty Act compliance, etc.
 - b. To the extent funds are available for such purpose the Army shall maintain a program of decontamination of these withdrawn lands consistent with applicable Federal and State law.
 - c. BLM agrees to defer authority to the Army to conduct vegetation management actions that support the military mission consistent with the RMPs and INRMP, to include actions that reduce fuel loading, create/maintain fire or fuel breaks, etc. BLM may provide fuel management or prescribed fire services to the Army but only

if established through a separate agreement between the BLM Alaska Fire Service (BLM AFS) and the Army.

D. Natural and Cultural Resource Stewardship Actions

- 1. Authority**
 - a. BLM. PL 106-65; FLPMA.
 - b. Army Sikes Act.
- 2. Responsibility**
 - a. The Army is primarily responsible for stewardship actions.
 - b. BLM retains authority to conduct stewardship actions with Army concurrence.
 - c. Proponent agency is responsible for all environmental documentation and permitting requirements for its stewardship actions.
- 3. Agreements and Understanding**
 - a. Data Sharing
 - i. The Parties agree to share data and reports resulting from any natural or cultural resource studies conducted on these withdrawn lands.
 - ii. Studies initiated by agencies other than the Army shall be approved by both Parties prior to be conducting.
 - b. Natural Resources
 - i. BLM agrees to maintain RMPs as required by PL 106-65. BLM agrees to gain concurrence for RMP updates from the Army. Both Parties agree to implement the RMPs.
 - ii. The Army agrees to maintain an INRMP as required by the Sikes Act. The Army agrees to ensure that the INRMP is consistent with RMPs.
 - iii. BLM defers wildlife and wildlife habitat management authority to Army for the purpose of natural resource stewardship actions consistent with the RMPs and the INRMP. The Army agrees to provide an annual report to BLM on these actions.
 - iv. BLM defers vegetation management authority to Army for the purpose of natural resource stewardship actions consistent with the RMPs and the INRMP. The Army agrees to provide an annual report to BLM on vegetation management actions.
 - v. Army agrees to take primary responsibility for outdoor recreation actions. Army will work to maximize access for recreational activities within the constraints of public safety, military security and long-term natural resource sustainability.
 - vi. Army agrees to take primary responsibility for habitat and wetland management actions consistent with the RMPs and INRMP.
 - c. Cultural Resources
 - i. BLM agrees to defer authority to Army to issue Archaeological Resources Protection Act permits.

- ii. The Army agrees to take primary responsibility to maintain historic property inventories and databases as required by Section 110 of the NHPA.
- iii. The Army agrees to take primary responsibility for compliance with the Native American Graves Protection and Repatriation Act.

E. Real Estate Actions

- 1. Authority
 - a. BLM. PL 106-65; FLPMA.
 - b. Army. USC Title 10.
- 2. Responsibility
 - a. Army is responsible for all real estate actions required to support military actions or activities.
 - b. BLM is responsible for issuing authorizations for non-military (third-party) uses of the withdrawn lands.
- 3. Agreements and Understanding
 - a. The Army shall prepare all documents for real estate actions involving the military mission. The Army shall provide copies of all real estate actions to BLM.
 - b. The Army shall prepare all applicable environmental documentation, consultation and permitting for military activities on these withdrawn lands. This documentation should address impacts of the proposed military activities on the decisions and resources addressed in the RMPs. The Army shall coordinate all NEPA documents, formal consultations and permits with BLM, providing opportunity to comment, during each stage of the authorization process. The BLM shall comment in writing. The Army shall provide BLM copies of all final NEPA documents, consultations or permits.
 - c. BLM shall prepare all documents for all real estate actions not involving a military nexus. All non-military use of the withdrawn lands shall be subject to such conditions and restrictions as may be necessary to permit the continued and future military use of such lands. Any use authorized by BLM must have Army concurrence to ensure military use is not hindered. The Army shall grant or deny concurrence in writing. The Army may attach stipulations designed to protect present or future military use to any concurrence for non-military use. Such stipulations may not be used as a de facto means of denying military use. The Army's concurrence may be withdrawn for cause.
 - d. BLM or the proponent shall prepare all applicable environmental documentation, consultation and permitting for non-military activities on these withdrawn lands following a preliminary consultation with the Army. BLM shall coordinate all NEPA documents, formal consultations and permits with the Army, providing opportunity to comment, during each stage of the authorization process. The Army shall comment in writing. BLM shall provide the Army copies of all final NEPA documents, consultations or permits.

- e. The Army shall promptly notify BLM in the event that these withdrawn lands will be used for defense related purposes other than those specified in section 3011(c)(1) of PL 106-65. Such notification must indicate the additional uses involved, the proposed duration of such uses and any proposed restrictions to be imposed on otherwise permitted non-military uses of the withdrawn lands.

F. Wildland Fire Management

1. Authority
 - a. PL 106-65.
2. Responsibility
 - a. The Army is responsible for preventing and suppressing brush and range fires occurring within and outside these withdrawn lands as a result of military activities.
 - b. The BLM shall provide assistance in the suppression of fires occurring within and outside these withdrawn lands as a result of military activities upon the request of the Army. The specific details concerning the type and process for obtaining BLM assistance, including reimbursement for BLM costs, shall be established through a separate agreement between the BLM AFS and the Army.
 - c. The BLM is responsible for preventing and suppressing brush and range fires occurring within and outside these withdrawn lands as a result of non-military activities, including fires ignited by natural causes and human causes not related to military activities.
3. Agreements and Understanding
 - a. Wildland fire management actions will be conducted in accordance with the RMPs and the Interagency Wildland Fire Management Plan.
 - b. The Army may seek assistance from the BLM in the suppression of brush and range fires resulting from military activities.
 - c. The Army may seek assistance from the BLM in completing Emergency Stabilization (ES) and Burned Area Rehabilitation (BAR) once the fire is declared contained.
 - d. The Army is required to provide for a transfer of funds from the Army to BLM as compensation for any assistance provided in the suppression (including ES and BAR activities) of brush and range fires resulting from military activities. The specific details concerning when and how funds are transferred between the BLM and the Army are to be established through a separate agreement between the BLM AFS and the Army.

G. Enforcement and Access

1. Authority
 - a. BLM. PL 106-65; FLPMA.
 - b. Army. Title 10. Sikes Act.
2. Responsibility

- a. The Parties share concurrent jurisdiction over these withdrawn lands.
 - b. The military's need for safe and secure training areas dictates that the Army has primary responsibility for controlling access to these withdrawn lands. The Army agrees to take primary responsibility for enforcement and access control.
 - c. BLM retains the authority to conduct enforcement.
3. **Agreements and Understanding**
- a. All hunting, fishing, and trapping on these withdrawn lands shall be conducted in accordance with the provisions of section 2671 of title 10, United States Code.
 - b. The Army will maintain signs at all major road and trail entrances to the withdrawn lands identifying the property and access requirements.
 - c. The Army will maintain signs warning the public and prevent access into impact areas and other restricted areas.
 - d. The Army may allow specific non-military uses and users into closed areas as appropriate.
 - e. The Army will close potentially dangerous lands in addition to those described in the RMPs if any are created or discovered.
 - f. The Army may close a buffer around impact areas during use.
 - g. The Army may restrict vehicle use more than described in the RMPs if required to prevent conflict with the military mission.
 - h. BLM, with Army concurrence, may impose greater restrictions on non-military vehicle use than described in the RMPs as necessary to protect the environment.
 - i. The Parties, through mutual consent, may lift the restrictions on vehicle use described in the RMPs.
 - j. All trespass constitutes an infringement on the military mission and is subject to Army and BLM enforcement activities. In cases in which the action of the trespasser, if otherwise undertaken pursuant to valid permit or other authorization would require the payment of rentals, fees or appraised value, the Army will coordinate law enforcement activities with BLM, but this should in no way inhibit or delay the Army's abatement activity.

V. Administration

- A. Nothing in the MOU shall be construed as obligating the Army or BLM to expend funds in excess of appropriations authorized by law.
- B. The Parties agree to the following measures to coordinate implementation and resolve disputes regarding this MOU and the RMPs:
 - 1. The primary Army point of contact will be the Natural Resources Manager (located within the department of Public Works, Environmental Resources Division). The Natural Resource Manager will coordinate actions through the appropriate military chain of command for approval or concurrence.

2. The primary BLM point of contact will be the Eastern Interior Field Office (EIFO) Assistant Field Manager. The EIFO Assistant Field Manager will coordinate actions through the appropriate BLM chain of command for approval or concurrence.
3. The second level for project coordination and dispute resolution shall be:
 - a. US Army Garrison Fort Wainwright Director of Public Works
 - b. BLM EIFO Field Manager
4. The above named points of contact may be changed by written notification.
5. The third level for project coordination and dispute resolution shall be:
 - a. US Army Garrison Fort Wainwright Commander
 - b. BLM Fairbanks District Manager
- C. BLM and the Army may enter into supplemental agreements where necessary to specify interrelationships in detail or for specific projects or activities. Any supplemental agreement will be in accordance with this MOU and PL 106-65.
- D. The Parties will review this agreement at least every five years to determine its adequacy, effectiveness and need for updating.
- E. The terms of this MOU may be renegotiated at any time at the request of either signatory, following 30 days notice to the other party.
- F. Either party may propose changes to this MOU during its term. Such changes will be in the form of an amendment and will become effective upon signature by both parties. Such amendments may be signed by the signatory or that person's successor or designee.
- G. This MOU will expire 6 November 2026, unless cancelled, extended or renewed.
- H. Authorized Representatives – By signature below, the Parties certify that the individuals listed in this document as representatives of the Parties are authorized to act in their respective areas in matters related to this MOU.
- I. This MOU will become effective upon the last date of signature below by the Parties.

APPROVED:



 BUD CRIBLEY
 State Director, Alaska State Office
 Bureau of Land Management

10/14/16

 Date



 SEAN C. WILLIAMS
 Colonel, U.S. Army Fort Wainwright
 Commanding

18 Nov 2016

 Date