

2015 WILDLAND FIRE FIGHTING  
MEMORANDUM OF AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF MILITARY  
AFFAIRS, MONTANA NATIONAL GUARD AND  
THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION, FORESTRY  
DIVISION

1. References:

- a. Sections 76-13-104/116/202 Montana Code Annotated.
- b. DODD 3025.18 dated 29 Sep 10 with Change 1 (1 Sep 12)
- c. CNGB Notice 1401 dated 24 February 2012.
- e. There are a number of Title 32 U.S.C. authorities that might bear on Wildfire Fighting (WFF) including 502(a), 502(1) (1), and 901-908

2. Purpose: The purpose of this Memorandum of Agreement (MOA) is to facilitate assistance in prevention, pre-suppression and control of wildfire and ensure that firefighter safety, support personnel safety and public safety is the first priority in all actions taken under this agreement. This MOA establishes the responsibilities for the Montana Department of Military Affairs (MT DMA) and Montana National Guard (MTNG) in order to provide support to the Montana Department of Natural Resources and Conservation (MT DNRC) and Montana Forestry Division (MT FD) during Montana's 2015 wild land fire season.

3. General Provisions.

a. Right to Know. Any information furnished under this instrument is subject to Montana's right to know provision found at Article 2, Section 9 of the 1972 Montana Constitution. This provision's implementing legislation is found in Title 2, Chapter 6 of the Montana Code Annotated.

b. 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 all parties, prior to any changes becoming effective.

c. Participation in Similar Activities. This agreement in no way restricts MT DNRC from participating in similar activities with other public or private agencies, organizations, and individuals.

d. The This MOA will become effective May 1<sup>st</sup>, 2015 and will expire on April 30<sup>th</sup>, 2016. Either party may terminate this agreement after giving fifteen (15) days' notice, in writing, to the other party.

e. Upon final signing and dating of this MOA by the Adjutant General and the Director of DNRC, this MOA will replace the 2014 MOA.

f. Usual and Customary Procedures. MT FD is obligated to provide wildfire suppression throughout Montana. When WFF requirements exceed the capabilities of the MT FD, the Governor of Montana is able to activate MTNG personnel and mobilize federal equipment assigned to the MTNG to assist the MT FD with a wide-range of tasks associated with suppressing or mitigating the effects of wildfire. Assistance is normally provided by activating MTNG personnel on State Active Duty (SAD) orders. Requests for assistance will normally flow from the MT FD, through the Northern Rockies Coordination Center (NRCC) to Montana Department of Emergency Services (MT DES), which will validate the request and secure a Declaration of Emergency or Disaster from the Governor of Montana. The Adjutant General for the State of Montana, or his designated representatives also have Immediate Response Authority (IRA). IRA provides for short-duration responses required to save lives, prevent human suffering, and mitigate great property damage.

#### 4. Agreements:

##### a. The MTNG:

(1) With approval of the Governor of the State of Montana, per a Declaration of Emergency or Disaster, will be ordered to SAD to assist the MT FD during an emergency wild land fire situation anywhere in the State of Montana.

(2) Within the limits of available resources, will support MT FD Resource Orders by providing equipment, personnel, supplies and facilities to aid in the suppression of wild land fires within the State of Montana.

(3) Military personnel will operate all equipment provided by the MTNG, unless the MTNG provides MT FD equipment or facilities that do not require military operators.

(4) Will appoint an Officer in Charge (OIC) or Non-Commissioned Officer in Charge (NCOIC) to act as the Emergency Response Commander (ERC) for each event, or for different functions in the same event. The ERC will operate under the Incident Command System (ICS) while retaining responsibility for all MTNG personnel within the military chain of command.

(5) Will have the ERC report to the on-site Incident Commander (IC) to establish the necessary relationships, and to receive a briefing on the MTNG's role and mission (task and purpose).

(6) Will provide an ERC, with a military supervisor and support personnel, in accordance with the MTNG Emergency Response Cell Handbook, to accomplish the mission (see Annex A).

(7) Will prepare an Operations Plan, which will include aviation support (see Annex A).

(8) Will coordinate all activities and communications associated with this agreement with the MT FD, Fire and Aviation Management Deputy Bureau Chief or his/her designated representative.

(9) Will not activate MTNG members currently employed by MT DNRC to perform wild land fire suppression activities without the concurrence of the MT FD.

(10) Will complete Emergency Firefighter Time Reports (SF 261) for all personnel and emergency Equipment Shift Ticket (Form 297) for all equipment use. The MTNG will submit copies of each to the MT FD, Fire and Aviation Management Deputy Bureau Chief, Fire Operations within 5 working days of being released from an incident.

(11) Will complete and maintain DNRC aircraft usage reports for documentation of all assigned aviation missions and submit them to the MT FD, Fire and Aviation Management Deputy Bureau Chief.

(12) Will follow Work/Rest standards in accordance with the MT DNRC Wild land Fire Suppression Manual 1500 for aircrews and Manual 900 for ground crews.

(13) Will require that all MTNG personnel follow the Standards of Conduct, as set forth in Montana Code Annotated, Title 2, Chapter 2.

(14) Will establish the Director of Military Support (DOMS) and Joint Operations Center (JOC) staff as the primary points of contact for coordination, planning and requests.

(15) Each MTNG resource (e.g.; security element, aviation element, etc.) will carry a signed copy of the Memorandum of Agreement between the Montana Department of Military Affairs, Montana National

Guard and the Montana Department of Natural Resources and Conservation, Forestry Division on each assignment they are mobilized to.

(16) It is agreed that MTNG fuel trucks can be used to fuel non-military aircraft providing a qualified MTNG representative and qualified pilot or crew member is present for the fueling. All dispensed fuel must be recorded on a DA Form 3643 by vehicle or aircraft and turned-in with all reimbursement documentation at the conclusion of the event.

(17) Training Center Headquarters will provide the MT DNRC the 2015 Limestone Hills Training Area firing schedule.

b. The MT FD:

(1) Is responsible for wild land firefighting within the State of Montana.

(2) All orders for Montana National Guard resources for use on wild land fires shall go through Montana DNRC via the Northern Rockies Coordination Center (NRCC). NRCC shall place orders to the Montana Department of Military Affairs, Division of Disaster and Emergency Services.

(3) Will ensure that each resource order specifies the requested task, purpose, expected duration, report time and location(s), and the MT FD Incident Site point of contact and telephone number. Direct coordination between the MTDES, MT FD and MTNG will be conducted to finalize the type and amount of MTNG resources to be provided.

(4) Will pay the established National Guard Operational Tempo (OPTEMPO) rates for all MTNG equipment used during the period of SAD. Most common OPTEMPO rates are subject to change based on periodic updates (see Annex C).

(5) Will fund MTNG personnel pay, allowances and travel in accordance with Montana Code Annotated § 10-1-502 (2011) (see Annex D).

(6) Will replace in-kind or reimburse the MTNG for any supplies, fuel, parts, and equipment (to include vehicles and aircraft) provided by the MTNG that is consumed, lost, damaged, or destroyed while supporting the WFF mission (see Annex B).

(7) Will provide housing and subsistence for MTNG personnel during the period of duty at the incident site. When housing and subsistence are not provided, members of the MTNG on SAD will be reimbursed at the established State of Montana lodging and per diem rates in accordance with Annex E. Authorization for reimbursable lodging and per diem must be coordinated between and authorized by the MTNG Director of Military Support and the Department of Military Affairs Centralized Services Division.

(8) Will provide all special tools, supplies, special safety equipment and clothing required to perform assigned tasks.

(9) Will provide adequate communication equipment to meet safety requirements of the mission.

(10) Will provide a medical plan for evacuation, treatment, and hospitalization of injured MTNG personnel. Hospitals treating injured MTNG personnel will bill the State of Montana directly.

c. The State of Montana will pay medical and hospital costs under the Worker's Compensation Program for MTNG personnel injured during the performance of SAD.

d. Billing Procedures. The MT DMA – Centralized Services Division (CSD) will bill for reimbursable costs at the completion of a mission, or monthly during extended SAD operations. All billings will include the ordering agency's resource order number and request number if applicable, and shall be itemized by incident and in accordance with Annex B of this memorandum of agreement. CSD will submit invoices through MT DES to:

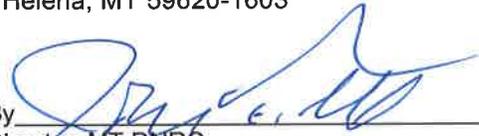
Department of Natural Resources and Conservation  
Division of Forestry  
Fire and Aviation Management Bureau Attention:  
Fire Finance Officer  
2705 Spurgin Road  
Missoula, Montana 59804

Montana Department of Military Affairs,  
Montana National Guard  
1956 Mt Majo Street  
P.O. Box 4789  
Fort Harrison, MT 59636-4789

By   
The Adjutant General

Date 26 Mar 2015

Montana Department of Natural Resources and  
Conservation  
Forestry Division  
1627 11th Avenue  
Helena, MT 59620-1603

By   
Director, MT DNRC

Date 3/23/15

- Annex A - Pre-scripted Mission Assignments
- Annex B - Logistical and Support Purchasing Procedures
- Annex C - Financial Reimbursement
- Annex D - Service Member Pay and Allowances
- Annex E - Service Member Meals, Lodging, and Travel Expenses

## Annex A to 2015 WFF MOA (Pre-scripted Mission Assignments)

### 1. Pre-scripted Mission Assignments

a. Leadership and Staff. All elements responding in support of a request from the MT FD will include an OIC, and/or an NCOIC. Additional leadership, planning staff, and operations staff may be required based on the size of element, the task and purpose of the element, expected duration of deployment, civil considerations, terrain, weather, and complexity of operations. Large scale responses, such as the deployment of a battalion will require leadership and staff.

b. Administrative Staff and Liaison Officer (LNO) Positions. Depending on the size and scope of the operation, additional MTNG personnel may need activated to directly support the administrative burden of supporting the MT FD. Additionally, MTNG personnel may need activated to serve as LNO's at key nodes, such as the Northern Rockies Coordination Center, or other sites.

c. Ground Force Packages.

GENERAL PURPOSE FORCE PACKAGES			
Personnel	Leadership	Support and Staff	Equipment
250-500	BN CDR, BN CSM, BN XO, CO CDR X 3, CO 1SG X 3	Sustainment Staff X 2 , Operations Staff X 2, Radio Tele Operators X 2, Incident LNO to ICS X 2	Mission Dependent
100-250	OIC, NCOIC	Sustainment Staff X 2, Operations Staff X 2	Three command, control, support vehicles, one DSCA Kit and mission-required equipment
30-100	OIC, NCOIC	Sustainment Staff X 1 , Operations Staff X 1	Two command, control, support vehicles, one DSCA Kit* and mission-required equipment
< 30	OIC, NCOIC	None	One command and control vehicle, one DSCA Kit*, and mission-required equipment

SECURITY FORCE PACKAGES			
Checkpoints	Personnel	Leadership	Equipment
3	12 Security Personnel	1 NCOIC	4 X HMMWV with Radios and BFT, 1X LMTV, 3 X Checkpoint Kits
6	24 Security Personnel, 1 Mechanic	1 OIC, 1 NCOIC	7 X HMMWV, 1X LMTV, 6 Checkpoint Kits
9	36 Security Personnel, 1 Mechanic	1 OIC, 1 NCOIC, 1 Supply/Admin	10 X HMMWV, 2 X LMTV, 1X WKR, 9 Checkpoint Kits

**Annex A (CONT) to 2015 WFF MOA (Pre-Scripted Mission Assignments)**

d. Aviation Force Packages. The manning for each package is based upon operation and support of one aircraft to conduct initial attack operations in conjunction with the MT DNRC aviation resources. The make-up of each aviation support force package may be adjusted depending on the location of the staging site, mission requirements, environmental conditions and the Army Aviation Support Facility (AASF) maintenance plan. Resource Orders increasing the number of aircraft co-located at a remote site and requests for support other than Initial Attack Operations may require adjustments to package manning. The packages depicted below represent the manning required to support a typical Resource Order requesting one aircraft to conduct initial attack operations.

AVIATION FORCE PACKAGE	
Airframe	Personnel
UH-60	Pilot in Command (PC) Pilot (PI) Crew (CE) (15T) X 2 Aviation Mechanic (15T) Technical Inspector (TI) HEMMT Fueler (92F) X2 Aviation Operations (15P)
TOTAL PERSONNEL: 9	
CH-47	Pilot in Command (PC) Pilot (PI) Flight Engineer (FE) Crew (CE) Aviation Mechanic (15U) Technical Inspector (TI) HEMMT Fueler (92F) X2 Aviation Operations (15P)
TOTAL PERSONNEL: 9	

AVIATION FORCE PACKAGE	
Airframe	Personnel
HH-60M	Pilot in Command (PC) Pilot (PI) Crew (CE) (15T) Crew (CE/MO) (15T/68W1F) Aviation Mechanic (15T) Technical Inspector (TI) HEMMT Fueler (92F) X2 Aviation Operations (15P)
TOTAL PERSONNEL: 9	
LUH-72	Pilot in Command (PC) Pilot (PI) Crew Chief (CE) (15T) Aviation Mechanic (15T) HEMMT Fueler (92F) X2 Aviation Operations (15P)
TOTAL PERSONNEL: 7	

AVIATION SUPPORT PACKAGE*
OIC
NCOIC
Aviation Operations
Supply NCO (92Y)
Fueler (92F) X 2
Admin (42A)
TOTAL PERSONNEL: 7
*One ASP supports up to 3 AFP's

- (1) Aviation support personnel will perform duties at a remote site located with the aircraft or may be tasked to work at the AASF. Location of duty will be coordinated between AASF Commander, Aviation Battalion Commander, MTNG DOMS and MT DNRC and will be based on location of module, mission requirements and maintenance plan.

- (2) Aviation Support Package. When aviation assets are on State Active Duty (SAD), an aviation emergency operations center (EOC) will be established at the AASF. The support package requires seven personnel to support deployment, employment and sustainment of up to three (3) separate aircraft modules.

#### **Annex B to 2015 WFF MOA (Logistical and Support Purchasing Procedures)**

**1. The ERC OIC / NCOIC** will track and report daily costs associated with personnel, maintenance, fuel, food, and medical. The MTNG JDOMS must approve all requests / requirements for equipment and costs not provided by the supported Incident Site. The ERC cannot commit MTNG funds without approval of the MTNG JOC and a methodology to recoup those costs.

**2. Logistical Support.** While at an Incident Site, the ERC OIC / NCOIC and their unit are under the operational control of the Incident Management Team. The Incident Management Team is the first source of logistical support with regard to fuel, personal protective equipment, subsistence, lodging, etc.

**3. Logistical Operations Pre / Post Deployment.** Prior to arrival at the Incident Site and after leaving the Incident Site, the MTNG will provide support in accordance with the Memorandum of Agreement (MOA) between the MTNG and the MT FD. Food and lodging will be provided or reimbursed in accordance with Annex E. At the Staging Area (normally Fort Harrison or a designated facility), all vehicles will be inspected in accordance with the ERC Handbook (State Active Duty (SAD) Ground Equipment Operator Standard Operating Procedures), and all faults documented. Prior to leaving the Staging Area for the Incident Site, all equipment will be Fully Mission Capable. At the Incident Site, the Incident Management Team's (IMT) logistical support personnel, assisted by the MTNG ERC Logistics Officer/Sergeant, will inspect all equipment upon arrival (all faults recorded), and will again inspect all equipment prior to being released from the Incident Site (all new faults recorded). Once the equipment has returned to the Staging Area from the Incident Site, the equipment will be inspected again and any new faults documented. Prior to leaving the Staging Area for home station, all equipment should be Fully Mission Capable. Repairs will be coordinated with the supporting MTNG Field Maintenance Shop (FMS). Mileage or hours of use for equipment will be captured for all the time the equipment is on SAD. A beginning reading is taken prior to SAD and an ending reading taken upon release from SAD for the purposes of calculating reimbursement OPTEMPO rates in accordance with Annex C.

**4. Operations at the Incident Site.** While at the Incident Site, all requests for logistical support, outside of maintenance, should first be addressed to the IMT logistical support personnel. In order to ensure continuous operations of equipment and personnel, the IMT is the most responsive source of support. IMT logistical support personnel, in coordination with the IMT finance section, will make a determination on whether the request is incident-related as per the MOA. Any questions on reimbursement, including other than fair wear and tear or unusual damage, should be directed to the MTNG JOC OIC / NCOIC for resolution.

a. If a request is for normal repair parts for surface equipment or vehicles, the ERC will use on-hand repair parts (i.e. Bench Stock, etc.), the closest MTNG FMS, or send the request to the JOC OIC / NCOIC. Normal repair parts are part of ground equipment costs, and are reimbursed as part of the OPTEMPO rates (see Annex C). OPTEMPO rates are per hour or per mile cost, in addition to normal repair parts, and also include oil and lubricants, but not fuel. Fuel is supplied by the Incident Site, through State Credit Card, or by reimbursement.

b. If it is determined that the required item, other than repair parts, is available locally, the MTNG will present the request (to include the item #'s, local vender and phone numbers) to the IMT logistics support personnel for purchase by the Incident Site.

c. If the item is military unique and not available commercially, the MTNG personnel will determine if the item is available from unit supply, from a MTNG FMS, or the MTNG Warehouse. If the item is available, the MTNG will capture the stock number, replenishment document number and cost on the On-Site Requisition Form for billing back to the supported Incident Site, and will also provide a copy of the form to the JOC OIC / NCOIC. If the item is not available, the MTNG will use the On-Site Requisition form to request a Purchase Order for the item and submit to MTNG JOC. The JOC OIC / NCOIC will determine the best method to acquire the item and bill the cost back to the supported Incident Site.

## **Annex B (CONT) to 2015 WFF MOA (Logistical and Support Purchasing Procedures)**

d. Any other requests for support to the Incident Site involving commitment of the Site's funds, i.e. continuation of missions, expansion of mission resources, crew changes, helicopter exchanges, transportation costs, etc., requires the use of the On-site Requisition Form signed by an Incident Site representative authorized to commit funds for the Incident Site or Agency being supported.

### **5. Instructions to complete On-site Requisition Form.**

a. Clearly provide information outlined above - show who, what, when, where, why.

b. Line 9 must be signed by the supported Incident Site official who is responsible at the fire or incident location for approving fiscal expenditures for the Project Code shown on line 2, not a member of the MTNG Emergency Response Cell (ERC) staff.

c. Upon completing, give a copy of the completed form to the official identified on line 9.

d. Send the completed form for processing or coordination to the Joint Operations Center (JOC) or the Joint Director of Military Support (JDOMS). The JOC will communicate results back to requester. JOC can be reached at (406) 324-3000 or email; <mailto:ng.mt.mtarnq.mbx.jocmailbox@mail.mil>

e. The On-site Requisition Form is attached as Appendix 1 to this Annex.

**Appendix 1 to Annex B to 2015 WFF MOA (On-site Requisition Form)**

On-site Requisition Form

1. REQUESTOR POINT OF CONTACT (POC):

\_\_\_\_\_ (POC) \_\_\_\_\_ (Phone)

2. RESPONSIBILITY CENTER (project code number / fire name):

\_\_\_\_\_  
\_\_\_\_\_

3. TIME ORDERED (date/time group): \_\_\_\_\_ (DD HHHHT MMM YY) (ex: 151710TJUL15)

4. TIME REQUIRED (date/time group): \_\_\_\_\_ (DD HHHH MMM YY)

5. LOCATION REQUIRED: \_\_\_\_\_ (E.g. E-Number, USA # for a repair part to be installed)

6. REASON FOR NEEDING THE RESOURCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. ASSETS REQUESTED (equipment / supplies):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. DURATION OF USE:

\_\_\_\_\_

9. \_\_\_\_\_ Printed Name & Phone #  
Signature  
Official Authorizing Expenditure  
(Fire Manager, Incident Commander, Logistical Rep, etc.)

10. \_\_\_\_\_ Printed Name  
Signature  
(JDOMS Official)

**Annex C to 2015 WFF MOA (Financial Reimbursement)**

1. Equipment Reimbursement.

a. Ground equipment and aircraft reimbursement rates do not include the cost of personnel required to operate and sustain the equipment (see personnel pay, allowances, travel and per diem).

b. Ground equipment rates are "dry" rates, which mean that the cost of fuel is not included in the reimbursement rate and is either provided by the State, or reimbursed by the State.

c. Aircraft reimbursement rates are "wet" rates, which mean that the cost of fuel is included in the reimbursement rate.

<b>Reimbursement Rates for Select Equipment</b>				
<b>EQUIPMENT</b>	<b>METRIC</b>	<b>RATE</b>	<b>ON-HAND</b>	<b>NOTES</b>
HMMWV	Mileage	\$2.23	172	
Armored HMMWV	Mileage	\$1.36	45	
LMTV	Mileage	\$2.26	22	IOK LB Cargo Cap
LMTV with winch	Mileage	\$2.26	56	
Truck HVY PLS	Mileage	\$6.51	10	
HEMTT Fueller	Mileage	\$5.03	25	2,500 Gal Cap
MTV 5 Ton Cargo	Mileage	\$3.23	58	
Backhoe	Day	\$145.21	2	
Grader	Day	\$159.49	7	
Dozer (D7, D5)	Day	\$190.91	5	
Scoop Loader 2 yard	Day	\$149.28	6	
HMEE Backhoe	Day	\$98.99	6	Front-end loader & Backhoe. Travels 60MPH
Tactical Fire Fighting Truck (TFFT)	Mileage	\$5.26	3	1,000 gallons
HEMTT Water Tender (HEWATT)	Mileage	\$5.14	3	2,500 gallons

<b>Aircraft Reimbursement Rates</b>			
<b>Equipment</b>	<b>Emergency Rate</b>	<b>Non-Emergency Rate</b>	<b>On-Hand</b>
CH-47D	\$8,403.25	\$8,749.56	6
UH-60A+	\$5,735.80	\$5,973.36	6
UH-60L	\$4,193.76	\$4,369.65	3
HH-60M	\$3,412.22	\$3,556.84	3
LUH-72A	\$2,555.22	\$2,662.52	2
C-12	\$1,658.23	\$1,730.65	1

**Annex D to WFF 2015 MOA (Service Member Pay and Allowances)**

**1. Pay and allowances.**

a. Montana Code Annotated, Title 10, Chapter 1, Section 502, "Pay and Allowances" provides for the following: "An officer ordered into active duty as provided for in Article VI, Section 13, of the constitution of this state shall receive pay and allowances as prescribed for an officer of corresponding grade and length of service when on active duty in federal service. An enlisted member ordered into active duty as provided for in Article VI, Section 13, of the constitution of this state shall receive pay at rates equivalent to twice those allowed for an enlisted member of corresponding grade and length of time when on active duty in federal service. The schedule of pay for enlisted members applies only to the first 15 days of service. After 15 days, an enlisted member shall receive the pay and allowances as prescribed for an enlisted member of corresponding grade when on active duty in federal service."

b. Provided below are examples of computation for pay and allowances on SAD status:

c. A Captain, with 14 years' service, with dependents and living in Helena would receive the following daily:

Base Pay:	\$ 210.08 per day
Basic Allowance for Subsistence (BAS): Basic	\$ 8.21 per day
Allowance for Housing (BAH) - Type II:	\$ 53.30 per day with dependents
TOTAL:	\$271.59 per day

d. A Chief Warrant Officer - 4, with 26 years' service, with dependents, in a flying status and living in Helena would receive the following daily:

Base Pay:	\$243.70 per day
Basic Allowance for Subsistence (BAS): Basic	\$ 8.21 per day
Allowance for Housing (BAH) - Type II: Flight	\$ 54.70 per day with dependents
Pay:	<u>\$ 28.00</u> per day
TOTAL:	\$334.61 per day

e. All enlisted Soldiers receive two times base pay from day 1 through day 15, then beginning on day 16 they receive one day's base pay plus allowances. An E4, with 6 years of service, without dependents and living in Helena, would receive the following daily:

Day 1 – 15:	
Base Pay:	\$161.32 per day without allowances
Day 16 until taken off SAD status:	
Base Pay:	\$ 80.91 per day
Basic Allowance for Subsistence: Basic	\$ 11.32 per day
Allowance for Housing - Type II:	<u>\$ 24.80</u> per day without dependents
TOTAL:	\$117.63 per day

## Annex E to 2015 WFF MOA (Service Member Meals, Lodging, and Travel Expenses)

1. Montana Code Annotated, Title 2, Chapter 18, Sections 501, 502, 503, 504 and 511 are the primary authorities for Meals, Lodging and Travel expenses.
2. MTNG Service Members are not authorized reimbursable expenses unless they were authorized prior to incurrence from the JFHQ-MT J3-DOMS.

### 3. Meals.

a. To the greatest extent possible, meals will be provided at no cost to the MTNG member. When authorized and necessary, the Service Member will be reimbursed in accordance with the State of Montana reimbursement rates.

b. To receive reimbursement when meals are not provided, MTNG members must submit a TRAVEL EXPENSE VOUCHER, FORM DA-101 (Available from Centralized Services Division <http://www.mt.gov/dma>) to the MTNG JDOMS or the JOC located in the Helena Armed Forces Reserve Center (HAFRC).

c. A member on SAD is authorized a meal allowance while traveling on SAD when BOTH of the following conditions are met:

(1) The member is at least 60 miles from their home of record; AND

(2) The member has been in a travel status for at least three continuous hours within one of the following time ranges:

(3) As established in Section 2-18-502(1) of the MCA, the following time ranges apply for meal reimbursement:

Morning Meal:	0001	to	1000	\$ 5.00
Midday Meal:	1001	to	1800	\$ 6.00
Evening Meal:	1801	to	2400	\$12.00
				\$23.00 (Total per day)

(4) The Army Aviation Support Facility (AASF), located at 3333 Skyway Drive, Helena, MT, and Fort Harrison, located at 1956 MT Majo Street, Fort Harrison, MT, will be classified as incident site when Montana National Guard resources are placed on State Active Duty (SAD), and an Aviation Support Package is activated to work at the AASF or Fort Harrison.

### 4. Lodging.

a. To the greatest extent possible, lodging will be provided at no cost to the MTNG member, or when authorized, the MTNG member will be reimbursed in accordance with the State of Montana reimbursement rates.

b. Lodging Reimbursement. A member on SAD is authorized to be reimbursed for lodging on the economy when authorized and necessary. Lodging receipts must accompany the member's travel voucher to receive reimbursement.

c. Reimbursement is made in accordance with the Federal Lodging Rate Guidelines. Reimbursement rates can be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem) then clicking on "per diem rates".

## **Annex E (CONT) to 2015 WFF MOA (Service Member Meals, Lodging, and Travel Expenses**

d. Members who fail to obtain a receipt, or who stay in a facility where it's impossible to obtain a receipt shall be reimbursed for lodging expenses at the rate of \$12 per night (IAW Section 2-18-501(5) of the MCA).

e. Members are not authorized reimbursement for lodging when it was provided at no charge to the member.

### **5. Transportation.**

a. MTNG General Services Administration (GSA) vehicles can NOT be used for SAD.

b. To the greatest extent possible, transportation will be provided at no cost to the MTNG member, or when authorized, the MTNG member will be reimbursed in accordance with the State of Montana reimbursement rates.

c. To receive reimbursement when transportation is not provided, the MTNG member must submit a TRAVEL EXPENSE VOUCHER, FORM DA-101 (Available from Centralized Services Division <http://www.mt.gov/dma>) to MTNG JDOMS or the JOC located in the HAFRC.

d. The 2015 State of Montana mileage reimbursement rate is \$.57 per mile. An eligible employee who drives in excess of 1000 miles in a month will be reimbursed at \$.53 per mile for the remainder of that month. The mileage reimbursement rate is subject to periodic change.

e. In accordance with Montana State Employee Travel Policy Chap 0300, if the MTNG member's home of record is less than 15 miles from their duty station, the MTNG member is not authorized Personally Owned Vehicle (POV) mileage reimbursement.

f. When POV mileage is authorized, the MTNG member will receive reimbursement for one round trip (in accordance with the Federal Mileage Chart from the service member's home of record to their duty station and back to their home of record) for the period of duty.

g. After receiving prior authorization from the MTNG JDOMS (written authorization on Situation Report or JOC Log), mileage can be reimbursed when the MTNG member is required to use their POV for in and around travel. Example: you are working at the AASF and are required to attend a meeting at the HAFRC and no state vehicle is available.

h. Air transportation: if the service member elects to drive their POV versus fly, they are only authorized expenses for one travel day, and POV mileage reimbursement will not exceed the cost of the common carrier. Example: Airline ticket cost \$400.00 and POV mileage reimbursement was \$450.00, the MTNG member would be reimbursed \$400.00. However, if the airline ticket cost \$400.00 and the POV mileage reimbursement was \$350.00, the service member would be reimbursed \$350.00.

i. A member on official SAD travel is authorized to be reimbursed for allowable miscellaneous expenses just as they would on similar official federal travel. Examples of these expenses are working supplies purchased on an emergency basis, taxi/bus fares, and business-related phone calls. Meal tips and meal taxes are not an allowable expense. Each expense must be supported by a valid receipt, and shall be reported in the "Other Expense" column of form DA-101 (the Department of Administration Travel Expense Voucher) and explained in the space provided at the bottom of the form.

j. The Travel Expense Voucher should be submitted at the end of each member's pay period, or upon completion of SAD. Members who have NOT filed for reimbursement of travel costs within one month after completing SAD waive their right for reimbursement unless approved by an authorized agency staff member.