

MEMORANDUM OF AGREEMENT
Between

Montana Department of Natural Resources and Conservation
And
Montana Highway Patrol, Department of Justice

This **MEMORANDUM OF AGREEMENT** ("Agreement") is made and entered into by and between the Montana Department of Natural Resources and Conservation ("DNRC"), and the Montana Highway Patrol, Department of Justice ("MHP").

RECITALS

DNRC is responsible for protecting land and suppressing wildfires under state and private ownership in conjunction with local government, state, and federal agencies;

Wildland fires may occur on and have potential to spread to lands owned by different entities; and

MHP is responsible for ensuring a safe and secure environment in Montana for all persons by providing professional law enforcement through responsive, courteous, caring, and dedicated services.

DNRC and MHP, intending to be legally bound, agree as follows:

I. Purpose:

This Agreement is to facilitate assistance in preventing, suppressing and controlling wildland fires. This Agreement is to facilitate rapid deployment of MHP officers to wildland fire incidents if needed to ensure public and firefighter safety by providing traffic control and security for roadways and property.

II. Authority:

1. DNRC has the duty to ensure the protection of land and suppression of wildfires under state and private ownership. Mont. Code Ann. § 76-13-104.

2. DNRC may provide for wildfire protection of any wildlands through the department or by contract or any other feasible means, in cooperation with any federal, state, or other recognized agency. Mont. Code Ann. § 76-13-202.

III. Terminology and Command Systems

To establish a "common" understanding, words, and phrases as used herein are defined below in Section V. A.

DNRC and MHP recognize and accept different on-site language and command structures, and may define and/or configure resources differently.

All parties will mutually work together within the Incident Command System (ICS)

- IV.** Each MHP officer assigned to an incident shall be directed by the Incident Commander or a qualified member of the Incident Management Team unless and until the officer is released or recalled pursuant to this Agreement.

Notwithstanding the above, each MHP officer shall continue to follow current MHP policies and procedures while performing their duties under this Agreement.

V. General Procedures

A. Requests

1. Requests for assistance will be by the Incident Commander, Duty Officer or Line Officer through the local wildland fire zone dispatch center utilizing the wildland fire dispatch system. The MHP will provide the incident/wildland fire dispatch center with contact names and contact numbers to initiate filling a resource order.
2. DNRC and MHP's resource order forms shall be acceptable for resource order requests. The ordering agency shall assign the Billing Number for the request. MHP shall be responsible for contacting the wildland dispatch center to identify the necessary resources, to provide any necessary details, and to confirm both that the resource order has been filled and the response times and details of requested resources.

B. Personnel

1. Montana law provides for mutual aid and assistance between law enforcement agencies crossing county and other jurisdictional lines. This Agreement shall not replace mutual aid, the responsibility of counties to carry out law enforcement duties or evacuations, or the fiscal obligations associated with those duties or mobilizations.
2. Prior to placement of a resource order(s) that would mobilize MHP officer(s), the line officer or representative, Incident Management Team or the appropriate official from a Wildland Fire Protection Agency must inform the Sheriff or other local law enforcement that MHP is a resource for the incident.
3. DNRC shall reimburse MHP for personnel wages based on a "you order you pay" basis with the following exception: this Agreement shall not obligate DNRC to pay for law enforcement duties which would ordinarily be MHP's responsibility, but shall require DNRC to support and reimburse MHP when a resource order is filled for prolonged incidents that

require public and firefighter safety duties to be provided to the incident through traffic control and security for roadways and property.

4. DNRC shall reimburse MHP based on the officer's salary schedules and/or union contracts with MHP unless resource rates are established prior to resource mobilization. DNRC shall not be obligated to pay portal-to-portal salary expenses or rates.

5. When appropriate, the sending agency or the ordering agency may provide or request liaison assistance. The costs of the liaison assistance will be reimbursed by the ordering agency.

6 The ordering agency shall accept the sending agency's standards for training, fitness, personal protective equipment, and Workers Compensation. In the event the ordering agency is required to meet a higher safety equipment and supply standard, it shall supply the equipment, supplies, and associated training necessary to satisfy the higher standard.

7. Each agency that assigns personnel to a resource order shall certify that the personnel assigned meet the requirements of the position ordered.

8. MHP's personnel shall, at the time of arrival on an incident, make contact with the Incident Commander or a qualified member of the Incident Management Team. The Incident Commander or qualified member of the Incident Management Team shall brief MHP's personnel on the situation and assignment, and coordinate all actions through the Incident Action Plan with an identified chain of command. The Incident Commander or qualified member of the Incident Management Team shall provide MHP's personnel with debriefings and evaluations. Upon mobilization for an incident, MHP's personnel shall check in with the Incident Commander or qualified member of the Incident Management Team and must keep detailed records of personnel time, use of equipment, event times, expenses, and actions by the MHP.

9. As per existing protocols, MHP shall cover Worker's Compensation for responding officers while they are engaged under this Agreement.

10. Notwithstanding anything to the contrary contained in the preceding paragraph, the ordering agency shall ensure that immediate medical services be afforded to MHP's personnel on assignment regardless of the nature of the requirement or the type of medical aid required.

11. DNRC shall immediately report any accident or serious incident involving MHP's personnel on assignment to MHP's Authorized Official. The sending agency and MHP may request to participate in the investigation, or may, at its own expense, and with the assistance of the ordering agency, undertake its own investigation.

12. MHP shall identify the length of assignment and rest and rotation for its personnel at the time a request for assistance is made. DNRC and MHP shall mutually agree to any extension of assignment. MHP personnel shall follow DNRC work and rest policies unless the MHP has a more restrictive policy. MHP personnel shall arrive at an incident prepared to operate in a self-sufficient manner for up to 48 hours with personal items, drinking water, food, and other necessary items.

13. MHP personnel shall be Police Officer & Standards for Training (POST) certified law enforcement officers or reserve officers having met the minimum requirements as such under Montana law, with appropriate identification as such, and shall arrive in clearly marked law enforcement patrol units.

C. Equipment and Supplies

1. Upon arrival, MHP personnel shall be provided with wildland fire flame retardant personal protective clothing, including but not limited to shirts, pants, hard hats/helmets, gloves, and fire shelters if the Incident Commander deems necessary. MHP personnel shall arrive at an incident with the ability to employ common communication frequencies and shall be able to communicate directly with the local Sheriff and fire forces present at the incident. MHP personnel may use mutual aid color-coded frequencies to accomplish this requirement.

2. Consumable Supplies shall be considered purchased on delivery and with proper documentation may be reimbursed by the ordering agency as approved. Items should be considered consumable if they are not reusable.

3. Durable Goods and Accountable equipment and supplies shall be credited to the ordering agency upon return to the sending agency. The cost of refurbishing is reimbursable to the sending agency unless the sending agency agrees that the ordering agency shall perform the work.

4. In the event that any equipment or supplies are damaged beyond repair or not returned, they will either be replaced by the ordering agency with new equipment or supplies of the same quantity and to the sending agency's standards, or pay full replacement costs to be reimbursed by the ordering agency.

5. DNRC and MHP shall mutually agree to any special considerations not contemplated by this Agreement in a separate written document.

E. Recall

1. The sending agency shall, if possible, provide to the ordering agency a forty-eight hour recall notice for the return of personnel, and the ordering agency shall use best efforts to meet the forty-eight hour notice.

2. Equipment, personnel, and supplies will be returned to the sending agency as expeditiously as possible or as separately negotiated and agreed to.

F. Billing and Payment

1. MHP shall coordinate their billing efforts through DNRC. DNRC shall make payment based on the actual cost of each officer pursuant to section IV. B. 3. & 4. above, the rate specified in Chapter 20 of the Interagency Incident Business Management Handbook for the patrol vehicle, and any actual, documented supply costs arising from the dispatch. DNRC does not pay "portal-to-portal salary expense. MHP shall submit an itemized invoice in a

timely manner to the DNRC Forestry Division, Business Management Bureau, 2705 Spurgin Road, Missoula, MT 59804 as "Fire Security Services. DNRC shall only be required to pay MHP if, (1) the incident is either on DNRC direct protection, or a Federal or County Assist ; and (2) payment is agreed upon in writing prior to placement of the resource order. Federal Wildland Fire Protection agencies may utilize this agreement, and any negotiation to place a resource order will be between that Wildland Fire Protection agency, the MHP.

2. MHP invoices shall include the following source documentation:

- Crew Time Report (Form #SF-261)
- Emergency Equipment Shift Ticket (Form #297)

The Incident Management Team shall provide the above forms to MHP personnel. MHP personnel must receive a qualified member of the Incident Management Team's signature on those forms prior to release from the incident.

3. MHP invoices shall include the ordering agency's resource order number and request number if applicable, and must be itemized by incident and by reference to the provisions of this Agreement.

4. MHP shall submit invoices to the appropriate DNRC billing address listed in section V. B. below.

VI. Appendices

A. Glossary

Authorized Official—means the immediate authority to approve dispatch of resources.

Accountable Property—means property, such as capital equipment, which meets all the following criteria:

- a. A useful life of more than one year;
- b. Identity which does not change with use;
- c. Identifiable and separately accounted for;
- d. Classified as "sensitive" property; and
- e. Valued at \$5,000.00 or more.

Billing Number--Individual agency's charge code that tracks costs for the incident.

Consumable Supplies—means those items normally expected to be consumed on the incident and not reusable. Examples of Consumable Supplies are batteries, MREs, plastic canteens, cubi-tainers, forms, fuses, hot food containers, petroleum products, and miscellaneous medical supplies.

DNRC Representative- - means Incident Commander, Duty Officer, or Line Officer on the incident.

Durable Goods—means property other than Accountable Property considered to have a useful life expectancy greater than one incident. Acceptable fire loss/use rates include items returned in broken/beyond repair status.

Liaison Officer--Official from the ordering or sending agency responsible for the health, safety, welfare and commissary needs of sending agency personnel while on assignment.

Member Agencies-- Agencies signatory to this agreement.

Ordering Agency--Any agency requesting and receiving assistance from another agency.

Sending Agency--Any agency providing resources at the request of another agency.

Technical Specialist-- Personnel with special skills. Technical specialists may be used anywhere within the organization. Most technical specialists are certified in their field or profession. Position determined by the sending agency at the time of request. Costs may be born by the sending agency.

Jurisdictional Authority – The right or authority to legislate, interpret, and apply the laws relating to traffic on the roadway.

B. BILLING ADDRESS

Montana DNRC
Forestry Division
Business Management Bureau
2705 Spurgin Road
Missoula, MT. 59804
Attention: Finance Specialist

C. GENERAL CLAUSES

1. 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, and its implementing legislation found in Title 2, Chapter 6 of the Montana Code Annotated.

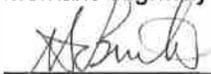
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts DNRC, MHP or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
4. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument shall be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors shall be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument shall not provide such authority. Specifically, this instrument shall not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services shall fully comply with all applicable requirements for competition.
5. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for five (5) years from the date signed at which time it will expire unless extended in writing.
6. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
7. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
8. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

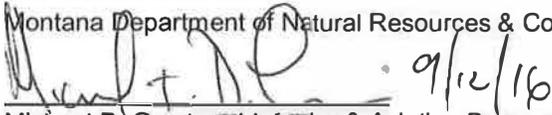
DNRC Contact	MHP Contact
John Monzie	Beth Thompson
Deputy Chief, Fire Operations	Financial Specialist
Fire & Aviation Management Bureau	Montana Highway Patrol
Forestry Division	2550 Prospect Avenue
Missoula, Montana 59804	PO Box 201419
Phone: 406-542-4220	Helena, Montana 59620-1419
FAX: 406-542-4242	Phone: 406-444-3281
E-Mail: jmonzie@mt.gov	FAX: 406-444-4169
	E-Mail: nbrowser@mt.gov

THE PARTIES executed this instrument on latest date listed below.

Montana Highway Patrol, Dept. of Justice


 9-7-16
 Colonel Tom Butler
 Montana Highway Patrol

Montana Department of Natural Resources & Conservation


 9/12/16
 Michael DeGrosky Chief, Fire & Aviation Bureau
 Montana Department of Natural Resources & Conservation