MEMORANDUM OF AGREEMENT
Between

Montana Department of Natural Resources and Conservation
And the
Montana Sheriffs and Peace Officers Association

This **MEMORANDUM OF AGREEMENT** (hereinafter "Agreement") is hereby entered into by and between the Montana Department of Natural Resources and Conservation (hereinafter "DNRC"), and the Montana Sheriffs and Peace Officers Association (hereinafter "MSPOA").

WHEREAS, DNRC is responsible for protecting the natural resources of the state, especially the natural resources owned by the state, from destruction by fire and carries out its wildland fire protection and/or suppression responsibilities in conjunction with local government, and state and federal agencies; and,

WHEREAS, Wildland fires occur on intermingled ownerships or adjacent to each ownership and may represent a threat to another ownership; and,.

WHEREAS, Sheriffs are the Constitutional and jurisdictional officials responsible for evacuation within a County; and,

WHEREAS, evacuations are primarily carried out by the Sheriffs and their designees on both small and large scale incidents, and are primarily carried out at his direction and authority;

NOW, THEREFORE, the parties agree as follows:

I. **Purpose:** The purpose of this Agreement is to facilitate assistance in prevention, pre-suppression and control of wildland fire. This Agreement is to facilitate rapid deployment of law enforcement strike teams, including a leader, to a major wildland fire incident in the event of a need for large scale evacuation of the public in situations in which a local jurisdiction is overwhelmed by events and cannot effect the evacuation on that scale without reinforcement.

II. Authority:

1. Section 76-13-202, Montana Code Annotated. Authorizes DNRC to provide for forest fire protection of any forest lands through the DNRC or by contract or any other feasible means, in cooperation with any federal, state, or other recognized agency.

III. Terminology and Command Systems

To establish a "common" understanding, words and phrases as used herein are defined in a Glossary attached as Appendix A.

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

Each strike team of officers will be commanded by a qualified leader familiar with and working under the Incident Command System.

IV. General Procedures

A. Requests

1. Requests for assistance will be channeled by the most expeditious means to the appropriate authorized official utilizing the wildland fire dispatch system. The MSPOA will provide DNRC with contact names and contact numbers to initiate filling a resource order.

2. Each signatory party's resource order forms are acceptable for resource order requests. The ordering party will assign the billing number. The strike team leader or law enforcement agency is 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. The strike team will have a qualified leader. Each member of a strike team will be a sworn Sheriff's Officer or Reserve Officer certified by the State of Montana. Each strike team leader must also have gone through the DNRC Fireline Safety Course, be familiar with the National Incident Management System, Incident Command System (hereinafter "NIMS (ICS)") principles and practice, and be familiar with the Population Protection Plan utilized by Northern Rockies wildland firefighting agencies.

2. Montana law provides for mutual aid and assistance between law enforcement agencies crossing County and jurisdictional lines. This Agreement does not replace mutual aid nor the responsibility of Counties to carry out law enforcement duties or evacuations nor the fiscal obligations associated with those duties or mobilizations.

3. When the line officer/Incident Management Team assigned to an incident and the Sheriff of the local impacted jurisdiction believe that life and property is in immenent danger from a large scale wildland fire; and when the local jurisdiction is not able to effect an evacuation through normal law enforcement mutual aid actions due to resource limitations or for other reasons, a strike team(s) may be ordered thru the Wildland Fire Dispatch System by the Wildland Fire Protection Agency line officer or Incident Management Team (hereinafter "IMT") in place. Any agreements entered between Wildland Fire Protection Agencies and local jurisdictions should include terms related to payment for the dispatched resources.

4. Prior to placement of a resource order(s) that would mobilize strike teams, the line officer or representative, IMT or the appropriate official from a Wildland Fire Protection Agency must confer with and have the concurrence of the Sheriff or County

official with authority to order an evacuation and who has authority to make related expenditures to do so.

5. Reimbursement for personnel wages will be based on on the "you order you pay" basis: This Agreement does not automaticallly obligate DNRC to pay for law enforcement duties which would ordinarily be the County's responsibility, but does augment deployment and support (including reimbusement in some circumstances) in large or prolonged evacuation deployments by Sheriff's Officers outside of their normal jurisdiction to another jurisdiction which has surpassed its resources or ability to carry out that large scale or prolonged evacuation or control of an area which must be/has been evacuated due to a wildland fire. Pre-existing agreements between the receiving County and DNRC or a Federal Wildland Fire Protection Agency covering law enforcement services will be the controlling documents in determining details of the services to be provided and the rates at which they will be provided, even in cases in which conflicts exist between this Agreement and the pre-existing agreements.

6. All reasonable/justifiable costs submitted for payment by the sending agency will be reimbursed by the ordering agency, in accordance with the salary schedules and/or union contracts in existence with the sending agency unless resource rates are established prior to resource mobilization. DNRC does not pay portal-to-portal salary expense or rates.

7. 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.

8. The ordering agency agrees to accept the sending agency's standards for training, fitness, personal protective equipment and workers compensation, even if those standards impose a duty higher than the ordering agency's standards. In the event the ordering agency is required to meet a higher safety equipment and supply standard, it must supply the equipment, supplies and associated training necessary to satisfy the higher standard.

9. Each agency that assigns personnel to a resource order certifies that the personnel assigned meets the requirements of the position ordered.

10. The strike-team members shall, at the time of arrival on an incident, make contact with the designated Sheriff's official, who will brief the strike-team members on the situation and assignment, and coordinate all actions through the Incident Action Plan with an identified chain of command. The ordering agency must provide the sending agency with debriefings and evaluations. Upon arrival on an incident, the leader of each strike team must check in with the incident management team and Sheriff or his/her designee and must keep detailed records of personnel, operational and event times, equipment, expenses, and actions by the strike team.

11. All responding officers shall have Worker's Compensation coverage thru either the requesting or receiving agency while they are engaged under this Agreement.

12. Notwithstanding anything to the contrary contained in paragraph 11, the ordering agency will ensure that immediate medical services be afforded any member of the

personnel on assignment regardless of the nature of the requirement or the type of medical aid required.

13. Any accident or serious incident involving personnel on assignment must be immediately reported to the sending agency's authorized official. The sending agency 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.

14. Length of assignment and rest and rotation for personnel shall be identified by the Sending Agency at the time of request. Any extension of assignment will be by mutual agreement. DNRC work and rest policies will be followed by responding resources. Responding officers must arrive at an incident prepared to operate in a self-sufficient manner for up to 48 hours with personal items, appropriate clothing, as specified in paragraph C.1. below, drinking water, food, and other necessary items.

15. Responding officers must be Police Officer & Standards for Training (POST) certified law enforcement officers or reserve officers having met the minimum requirements under Montana law, with appropriate identification as such, and must arrive in clearly marked law enforcement patrol units. The responding officers must arrive with a leader, who will answer to the jurisdictional Sheriff or his designate at the incident location. When determining the number of law enforcement officers it will request, the requesting agency must provide not only for the direct operational number of positions needed but also for adequate relief of on-duty officers throughout their shifts.

C. Equipment and Supplies

1. Officers will arrive on scene with wildland, flame retardant personal protective clothing, including but not limited to shirt, pants, hard hat/helmet, gloves, and fire shelter. Officers must arrive at an incident with the ability to employ common communication frequencies and must be able to communicate directly with the local Sheriff and fire forces present at the incident. Use of mutual aid color-coded frequencies may be used to accomplish this requirement.

2. Consumable supplies and materials 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 and accountable equipment and supplies will 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 will 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 standard, or full replacement costs will be reimbursed by the ordering agency. Fiscal reimbursement is the preferred method for replacing lost or damaged equipment when crossing international borders.

5. Any special considerations not contemplated by this Agreement must be mutually agreed to in a separate written document.

E. Recall

1. The sending agency will, wherever possible, provide to the ordering agency a forty-eight hour recall notice for the return of personnel, and the ordering agency will make every effort 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. Responding agencies will coordinate their efforts through MSPOA. MSPOA will submit billing documents based on the actual cost of each officer, 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. An itemized invoice will be submitted in a timely manner to the DNRC Fire and Aviation Management Bureau as "Fire Security Services". If payment is to be made, the incident must be either on Direct Protection, Federal, or County Assist incidents and must have been 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 Sheriff, and MSPOA.

2. All invoices must 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.

3. MSPOA administrative staff may be reimbursed at an hourly rate of $50 plus actual expense agreed upon by the DNRC Fire Financial Supervisor, Fire & Aviation Management Bureau, 2705 Spurgin Rd. Missoula, MT. and MSPOA.

4. Invoices must be submitted to the billing addresses listed in Appendix B.

V. Appendices

A. Glossary

Authorized Official--Immediate authority to approve dispatch of resources.

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

Consumable Supplies--Those items normally expected to be consumed on the incident. Examples of consumable supplies are batteries, MREs, plastic canteens, cubi-tainers, forms, fuses, hot food containers, petroleum products, and miscellaneous medical supplies.

These items are considered consumable or expendable and are normally not expected to be returned to the source of issue:

Accountable Property--"Major Equipment" consisting of property, such as capital equipment, which meet all the following criteria:

a. A useful life of more than one year, and
b. Identity which does not change with use, and
c. Is identifiable and separately accounted for, and
d. Is classified as "sensitive" property. And
e. Has a unit cost of $5,000.00 or more.

Durable Goods--Those non-accountable items considered to have a useful life expectancy greater than one incident. Acceptable fire loss/use rates include items returned in broken/beyond repair status. Return of durable goods such as fire hose, fittings, hand tools, fire shirts, etc., should conclude within 30 days of incident closure.

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.

B. BILLING ADDRESS

Fire & Aviation Management Bureau
Att: Joanne Marceau, Financial Specialist
Montana DNRC
2705 Spurgin Road
Missoula, MT. 59804
406-542-4252

MSPOA
34 West 6th Ave.
Helena, MT 59601.
406-443-5669

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 this provision's 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 the DNRC or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

4. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

DNRC Contact	MSPOA Contact
John Monzie	Vern Burdick, Sheriff
Supervisor, Fire Suppression	Chouteau County Sheriff Office
Fire & Aviation Management Bureau	P.O. Box 459.
Forestry Division	Fort Benton, MT. 59442
Missoula, MT. 59804	
Phone:406-542-4220	Phone: 406-622-5451
FAX: 406-542-4242	FAX: 406-622-3815
E-Mail: jmonzie@mt.gov	E-Mail: sheriff1@mtintouch.net

THE PARTIES HERE TO have executed this instrument

President
Montana Sheriff & Peace Officers Assn.

Dated 3-22-2016

Mike DeGrosky, Chief, Fire & Aviation Bureau
Montana Department of Natural Resources & Conservation

Dated 4-8-16