MEMORANDUM OF AGREEMENT
BETWEEN
MONTANA DEPARTMENT OF MILITARY AFFAIRS, MONTANA NATIONAL GUARD
AND
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION, FORESTRY DIVISION

SUBJECT: Montana National Guard Support for Montana's 2008 Wildland Fire Season

1. Purpose. This Memorandum of Agreement and Annexes establishes the responsibilities for the Montana Department of Military Affairs, Montana National Guard (MTNG), to provide support to the Montana Department of Natural Resources and Conservation, Forestry Division (FD), during Montana's 2008 Wildland Fire Season.

2. Authority.

a. Section 76-13-202, Montana Code Annotated. Authorizes the Department of Natural Resources and Conservation to provide for forest fire protection of any forest lands through the department or by contract or any other feasible means, in cooperation with any federal, state, or other recognized agency.

b. Section 77-5-104, Montana Code Annotated. Provides that the Department of Natural Resources and Conservation shall appoint fire wardens, provides for the appointment as fire wardens of supervisors and rangers of federal forestlands within the state, and provides that certain government employees are fire wardens.

c. Section 77-5-105 Montana Code Annotated. Authorizes fire wardens the power of peace officers to make arrests without warrants for violations in their presence of any state or federal forest laws.

d. Weeks Act of March 11, 1911; 36 Stat. 961, 16 U.S.C. 552. Consent of the Congress of the United States is given to each of the several States of the Union to enter into any agreement or compact, not in conflict with any law of the United States, with any other State or States for the purpose of conserving the forests and the water supply of the States entering into such agreement or compact.

3. Scope. The Memorandum of Agreement is effective upon signature date below through 31 May 2009.

4. Agreement.

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 State Active Duty to assist the FD during an emergency wildland fire situation anywhere in the State of Montana.

(2) Finds wildland fire fighting advantageous for training MTNG personnel under field conditions which will further the MTNG training program.

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

(4) Will operate, with military personnel, all equipment provided by the MTNG, unless the FD is provided specific equipment and/or facilities that do not require military operators.

(5) Will operate under the Incident Command System (ICS) while retaining responsibility for all MTNG personnel within its' military chain of command.

(6) Will appoint an Officer in Charge (OIC) or Non-Commissioned Officer in Charge (NCOIC) to act as the Emergency Response Commander (ERC).

(7) 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).

(8) 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.

(9) Will prepare an Operations Plan, which will include aviation support. See Annex B.

(10) W ill coordinate all activities and communications associated with this agreement with the FD Fire Suppression Section Supervisor (State Fire Coordinator) or his/her designated representative.

(11) Durin g a State of Emergency declared by the Governor in response to wildland fire activity, the MTNG will not activate MTNG members currently employed by DNRC to perform wildland fire suppression activities.

(12) W ill complete Emergency Firefighter Time Reports (SF 261) for all personnel and submit them to the FD Fire Suppression Section Supervisor.

(13) W ill complete Aircraft Use Report OAS-23 for documentation of all assigned aviation missions and submit them to the FD Fire Suppression Supervisor.

(14) Flight crews will follow Work/Rest standards in accordance with the DNRC Wildland Fire Suppression Manual (932), Section 932 – Length of Commitment, Work/Rest, and Rest and Recuperation Guidelines.

(15) Will ensure that all MTNG personnel follow the Standards of Conduct, as set forth in Montana Code Annoated, Title 2, Chapter 2.

b. The FD:

(1) Is responsible for wildland fire fighting within the State of Montana.

(2) Will submit all Resource Orders for MTNG assistance and/or resources through the Northern Rockies Coordination Center (NRCC). Resource Orders will then be sent to the State of Montana Disaster and Emergency Services ("MTDES") for coordination. Each Resource Order will specify the mission (purpose) to be accomplished, the extent and probable duration of the mission, report time and location(s), and the FD Incident Site point of contact and telephone number. Prior to using MTNG resources, MTDES will secure a Declaration of Emergency or Disaster from the Governor of Montana. Direct coordination between the MTDES, FD and MTNG will be conducted to finalize the type and amount of MTNG resources to be provided.

(3) Will provide all required special training for MTNG personnel.

(4) Will pay the established National Guard Operational Tempo (OPTEMPO) rates for all MTNG equipment used during the period of State Activity Duty (SAD), at either a per hour or per mile rate. OPTEMPO rates are subject to change based on periodic updates. See Annex D.

(5) Will compensate MTNG personnel in accordance with Montana Code Annotated § 10-1-502 (2005). See Annex D.

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

(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, after receiving authorization from the MTNG Joint Operations Center (JOC), members of the MTNG on SAD will be reimbursed at the established State of Montana Per Diem rates in accordance with Annex E.

(8) Will provide all tools, supplies, special safety equipment and clothing required to support the MTNG mission.

(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.

5. The State of Montana will pay medical and hospital costs under the Worker's Compensation Program MTNG personnel injured during the performance of State Active Duty.

6. Billing Procedures. The Department of Military Affairs – Centralized Services Division (CSD) will bill once a month upon start of State Active Duty to obtain reimbursement for OPTEMPO and equipment use. 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 C of this memorandum of agreement. CSD will submit invoices through Disaster and Emergency Services 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

7. Length of assignment and rest and rotation for personnel shall be in accordance with the DNRC Wildland Fire Suppression Manual (900 Manual), Section 932 – Length of Commitment, Work/Rest, and Rest and Recuperation Guidelines. Any extension or modification of assignment will be by mutual agreement and contingent upon the mission of the MTNG.

8. GENERAL CLAUSES.

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, and this provision's implementing legislation 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 being performed.

c. 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.

9. This is an annual agreement. Either party may terminate this agreement after giving fifteen (15) days notice, in writing, to the other party.

10. Upon final signing and dating of this MOA by the Adjutant General & Director of DNRC, this MOA will replace the 2007 MOA between the MTNG and the FD.

Montana Department of Military Affairs
Montana National Guard
P.O. Box 4789
Helena, Montana 59636-4789

By Randall D. Mosley

The Adjutant General

Date 6 May 2008

Montana Department of Natural Resources and Conservation
Forestry Division
1627 11th Ave
Helena, MT 69620-1603

By

Director, MT DNRC

Date 5/13/08

Annex A - Emergency Response Command and Support Packages
Annex B - Aviation Support Package
Annex C - Logistical and Support Purchasing Procedures
Annex D - OPTEMPO Rates
Annex E - Entitlements

1. Emergency Response Cell and Support Packages

a. Emergency Response Cell (ERC) Staff Positions: The ERC and support package can/will be adjusted depending on the size of force; the area of responsibility; and the mission, weather and time. An OIC/NCOIC will be assigned to command and control MTNG resources committed to an Incident Site (i.e. transportation, fire crews, aviation assets, security operations, etc.). There is normally one ERC for each separate operation.

b. Support and Liaison Officer (LNO) Positions: The MTNG Joint Operations Center (JOC) and the supported Land Offices, Area Commands, Zones, Incident Sites may be staffed with additional MTNG personnel depending upon mission requirements. In addition, a MTNG Liaison Officer (LNO) will always be stationed at the Northern Rockies Coordination Center (NRCC) to coordinate requirements and Resource Orders when MTNG resources are supporting the FD. This MTNG NRCC LNO may or may not be required to be an Aviator, depending on missions.

c. Personnel support for an ERC based on the number of personnel in the ERC.

	# of MTNG in a ERC	# of MTNG Command and Support Authorized	Equipment Authorized for Command and Support Personnel
1.	<20	1 - Officer In Charge (OIC) and / or 1 - Non Commissioned Officer In Charge (NCOIC)	2 vehicles Support kit (cell phones, State Fuel Credit Cards, etc)
2.	20 to 100	1 - OIC 1 - NCOIC 1 - Personnel Off/NCO 1 - Logistics Off/NCO	3 vehicles Support kit
3.	100 to 250	1 - OIC 1 - Deputy OIC 1 - NCOIC 1 - Operations Off/NCO 1 - Personnel Off/NCO 1 - Logistics Off/NCO	4 vehicles Support kit
4.	>250	Battalion Staff Package	TBD

b. Maintenance support for an ERC based on number of vehicles in the ERC.

	# Of Vehicles	MTNG Positions	MTNG Equipment
1.	<5	None (Operator Maintenance)	Support from closest MTNG Field Maintenance Shop (FMS)
2.	≥5 to <20	2 - Mechanics	1 - Contact truck
3.	≥20 to <40	1 - Maint Supervisor 1 - Driver 6 - Mechanics	1 - Command vehicle 1 - Heavy Expandable Mobile Tactical Truck (HEMTT) or 5-Ton wrecker 1 - Contact Trucks 1 - Parts / Runner truck
4.	40 and above	1 - Maint Supervisor 1 - Driver 10 - Mechanics	1 - Command vehicle 2 - HEMTT wreckers 2 - Contact Trucks 1 - Parts / Runner truck

1. Aviation Support Package

a. Aircraft Module Manning. The manning for each module is based upon operation and support of 1ea aircraft to conduct Initial Attack Operations in conjunction with the State of Montana DNRC aviation resources. The make-up of each Aviation Module 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 module manning. The modules depicted below represent the manning required to support a typical Resource Order requesting 1ea aircraft to conduct Initial Attack operations.

Typical UH-60 Module

1ea UH60 Aircraft

Pilot in Command (PC)
Pilot (PI)
Crew (CE)
Crew (CE)
*Avn Mech (15T)
*Technical Inspector (TI)
*Fueler (92F)
*Fueler (92F)
*Avn Operations (15P)
9 Personnel

Typical CH-47 Module

1ea CH47 Aircraft

Pilot in Command (PC)
Pilot (PI)
Flight Engineer (FE)
Crew (CE)
*Avn Mech (15U)
*Technical Inspector (TI)
*Fueler (92F)
*Fueler (92F)
*Avn Operations (15P)
9 Personnel

* Support Personnel typically will perform duties at a remote site located with the aircraft or may be tasked to work at the Army Aviation Support Facility. Location of where duty will be performed will be determined by the AASF Commander and Aviation Battalion Commander based upon location of module, mission requirements and maintenance plan.

b. Aviation Operations Center Manning. When aviation assets are on State Active Duty (SAD), an aviation emergency operations center (EOCO will be established at the AASF. The Cell Manning below is required to support deployment and sustainment of up to 3 separate aircraft modules. Additional mission requirements may dictate adjustments to the EOC manning depicted below:

Typical Emergency Operations Cell (EOC) Manning

OIC
NCOIC
Avn Operations (15P)
Supply NCO (92Y)
Fueler (92F)
Fueler (92F)
Admin (42A)
7 Personnel

c. Aviation Module Ground Equipment Support Package (additional equipment may be added depending on number of airframes in package and mission requirements).

EQUIPMENT	QTY	EQUIPMENT	QTY
Fuel Truck (HEMTT)	1	Spt Vehicle (HMMWV)	2
Trailer	1	State Fuel Credit Card	1 Per Vehicle
Crew/Spt Van	2	Lodging and Subsistence	Provided by Incident Site (or per diem, as situation dictates)

LOGISTICAL AND SUPPORT PURCHASING PROCEDURES

The ERC OIC / NCOIC will track and report daily costs associated with personnel, maintenance, fuel, food, and medical. The MTNG's JOC Logistical Officer/NCO 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.

1. 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.

2. 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 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 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 purposes of calculating reimbursement OPTEMPO rates in accordance with Annex D.

3. Operations at the Incident Site. While at the Incident Site, all requests for logistical support, outside of maintenance, should first be addressed to the Incident Management Team's (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 that fair wear and tear or unusual damage, should be directed to the MTNG JOC Logistics Officer 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. Prescribed Load List, etc.), the closest MTNG FMS, or send the request to the JOC Logistical Officer. Normal repair parts are part of ground equipment costs, and are reimbursed as part of the OPTEMPO rates (see Annex D). OPTEMPO rates are a per hour or per mile cost that in addition to normal repair parts, 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 Logistical Officer. 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 JOC. The JOC Logistical Officer will determine the best method to acquire the item and bill the cost back to the supported Incident Site.

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.

On-site Requisition Form

1. REQUESTOR POINT OF CONTACT (POC): **Phone:**

_____

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

_____

3. TIME ORDERED (date/time group): _____
(DD HHHH MMM YY) (ex: 15 1710 Jul 07)

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: _____

_____

_____

7. ASSETS REQUESTED (equipment / supplies): _____

_____

_____

8. DURATION OF USE: _____

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

10. _____ _____
Signature **Printed Name**
(DOMS Official)

Instructions to complete this form:

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

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.

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

Give/send the completed form to the Director of Military Support – Joint Operations Center (DOMS-JOC), FAX number: 324-3044. The JOC will process/coordinate the request, and communicate results back to requestor. JOC phone numbers are 324-3167/3165/3170.

1. SURFACE AND AIR OPTEMPO RATES

ARNG OPTEMPO Cost Factors, Detailed, for FY07

1 October 2008

Notes:

1. Based on FY08 cost factors at FY08 Budget Lock.
2. An asterisk (*) designates Line Item Numbers (LINs) with cost factors used for other LINs similar in nature and cost.
3. An "Army" cost factor type is used when there is no specific "ARNG" factor type.

Cost Category Key

1. ORG = Class 9 (Repair Parts) Consumables
2. DLR = Depot Level Repairables
3. POL = Petroleum, Oil and Lubricants
4. CLS = Contactor Logistics Support

Cost Factor Metric Key

1. S = System. Cost is a fixed annual amount.
2. H = Hourly. Cost is per hour of use.
3. M = Miles. Cost is per mile of use.
4. A = Aircraft. Hour. Cost is per hour of aircraft operation

Factor Type	LIN	Description	Metric	Category	FY06	Total
ARNG	B12585	*BACKHOE: 2YARD	H	CLS	0.00	
ARNG	B12585	*BACKHOE: 2YARD	H	DLR	0.06	
ARNG	B12585	*BACKHOE: 2YARD	H	ORG	2.56	
ARNG	**B12585**	***BACKHOE: 2YARD**	**H**	**POL**	**9.99**	**12.61**
ARNG	B25476	BRIDGE: BOAT	H	CLS	0.00	
ARNG	B25476	BRIDGE: BOAT	H	DLR	5.55	
ARNG	B25476	BRIDGE: BOAT	H	ORG	13.80	
ARNG	**B25476**	**BRIDGE: BOAT**	**H**	**POL**	**3.59**	**22.94**
ARNG	B83582	*BRIDGE: BOAT	H	CLS	0.00	
ARNG	B83582	*BRIDGE: BOAT	H	ORG	8.96	
ARNG	**B83582**	***BRIDGE: BOAT**	**H**	**POL**	**3.59**	**12.55**
ARNG	C11280	*CARRIER: CARGO SUSV	M	CLS	0.00	
ARNG	C11280	*CARRIER: CARGO SUSV	M	DLR	0.05	
ARNG	C11280	*CARRIER: CARGO SUSV	M	ORG	4.40	
ARNG	**C11280**	***CARRIER: CARGO SUSV**	**M**	**POL**	**0.30**	**4.75**
ARNG	C32887	*STEAM CLEANER	H	CLS	0.00	
ARNG	C32887	*STEAM CLEANER	H	ORG	1.56	
ARNG	**C32887**	***STEAM CLEANER**	**H**	**POL**	**4.83**	**6.39**
ARNG	C36151	*CRANE: 7 1/2 TON	H	CLS	0.00	
ARNG	C36151	*CRANE: 7 1/2 TON	H	DLR	0.00	
ARNG	C36151	*CRANE: 7 1/2 TON	H	ORG	1.63	
ARNG	**C36151**	***CRANE: 7 1/2 TON**	**H**	**POL**	**2.34**	**3.97**
ARNG	D11049	*CARRIER: CARGO 6TON M548	M	CLS	0.00	
ARNG	D11049	*CARRIER: CARGO 6TON M548	M	DLR	3.22	
ARNG	D11049	*CARRIER: CARGO 6TON M548	M	ORG	5.36	
ARNG	**D11049**	***CARRIER: CARGO 6TON M548**	**M**	**POL**	**0.55**	**9.13**
ARNG	F39378	*CRANE: 20 TON	H	CLS	0.00	
ARNG	F39378	*CRANE: 20 TON	H	DLR	0.00	
ARNG	F39378	*CRANE: 20 TON	H	ORG	7.19	
ARNG	**F39378**	***CRANE: 20 TON**	**H**	**POL**	**2.97**	**10.16**
ARNG	H30517	HELICOPTER: CH-47D	H	POL		

ARNG	H30517	HELICOPTER: CH-47D	H	DLR		
ARNG	H30517	HELICOPTER: CH-47D	H	OTHER		
ARNG	**H30517**	**HELICOPTER: CH-47D**	**H**	**DEPOT**		**8,959.87**
ARNG	H31110	*HELICOPTER: 0H-58C	H	POL		
ARNG	H31110	*HELICOPTER: 0H-58C	H	DLR		
ARNG	H31110	*HELICOPTER: 0H-58C	H	OTHER		
ARNG	**H31110**	***HELICOPTER: 0H-58C**	**H**	**DEPOT**		**576.82**
ARNG	J35492	*GENR: 10-15KW	H	CLS	0.00	
ARNG	J35492	*GENR: 10-15KW	H	DLR	0.02	
ARNG	J35492	*GENR: 10-15KW	H	ORG	0.42	
ARNG	**J35492**	***GENR: 10-15KW**	**H**	**POL**	**1.51**	**1.95**
ARNG	J36109	*GENR: 30KW	H	CLS	0.00	
ARNG	J36109	*GENR: 30KW	H	DLR	.47	
ARNG	J36109	*GENR: 30KW	H	ORG	14.55	
ARNG	**J36109**	***GENR: 30KW**	**H**	**POL**	**2.79**	**17.81**
ARNG	J38301	*GENR: 60KW & OVER	H	CLS	0.00	
ARNG	J38301	*GENR: 60KW & OVER	H	DLR	1.20	
ARNG	J38301	*GENR: 60KW & OVER	H	ORG	4.34	
ARNG	**J38301**	***GENR: 60KW & OVER**	**H**	**POL**	**5.69**	**11.23**
ARNG	J46252	*GENR: 5KW & BELOW	H	CLS	0.00	
ARNG	J46252	*GENR: 5KW & BELOW	H	DLR	0.00	
ARNG	J46252	*GENR: 5KW & BELOW	H	ORG	4.07	
ARNG	**J46252**	***GENR: 5KW & BELOW**	**H**	**POL**	**0.60**	**4.67**
ARNG	J74886	*GRADER: ROAD	H	CLS	0.00	
ARNG	J74886	*GRADER: ROAD	H	DLR	0.00	
ARNG	J74886	*GRADER: ROAD	H	ORG	4.21	
ARNG	**J74886**	***GRADER: ROAD**	**H**	**POL**	**5.99**	**10.20**
ARNG	K32293	HELICOPTER: UH-60A	H	POL		
ARNG	K32293	HELICOPTER: UH-60A	H	DLR		
ARNG	K32293	HELICOPTER: UH-60A	H	OTHER		
ARNG	**K32293**	**HELICOPTER: UH-60A**	**H**	**DEPOT**		**4,795.86**
ARNG	L76315	SCOOPLDR: BUCKET 4.5 CY	H	CSL	0.00	
ARNG	L76315	SCOOPLDR: BUCKET 4.5 CY	H	DLR	0.00	
ARNG	L76315	SCOOPLDR: BUCKET 4.5 CY	H	ORG	29.98	
ARNG	**L76315**	**SCOOPLDR: BUCKET 4.5 CY**	**H**	**POL**	**7.99**	**37.97**
ARNG	L76321	SCOOPLDR: BUCKET 5 CY	H	CSL	0.00	
ARNG	L76321	SCOOPLDR: BUCKET 5 CY	H	DLR	0.09	
ARNG	L76321	SCOOPLDR: BUCKET 5 CY	H	ORG	7.91	
ARNG	**L76321**	**SCOOPLDR: BUCKET 5 CY**	**H**	**POL**	**7.99**	**15.99**
ARNG	L76556	*SCOOPLDR: BUCKET 2 CY	H	CSL	0.00	
ARNG	L76556	*SCOOPLDR: BUCKET 2 CY	H	DLR	0.05	
ARNG	L76556	*SCOOPLDR: BUCKET 2 CY	H	ORG	6.31	
ARNG	**L76556**	***SCOOPLDR: BUCKET 2 CY**	**H**	**POL**	**3.51**	**9.87**
ARNG	R50544	RECOVERY VEH: LT M578	M	CSL	0.00	
ARNG	R50544	RECOVERY VEH: LT M578	M	DLR	9.62	
ARNG	R50544	RECOVERY VEH: LT M578	M	ORG	36.18	
ARNG	**R50544**	**RECOVERY VEH: LT M578**	**M**	**POL**	**0.90**	**46.70**
ARNG	R50681	RECOVERY VEH: MED M88	M	CSL	0.00	
ARNG	R50681	RECOVERY VEH: MED M88	H	DLR	32.24	
ARNG	R50681	RECOVERY VEH: MED M88	M	ORG	9.77	
ARNG	**R50681**	**RECOVERY VEH: MED M88**	**M**	**POL**	**1.90**	**43.91**
ARNG	S30039	*SCRAPER: SELF-PROPELLED	H	CSL	0.00	

ARNG	S30039	*SCRAPER: SELF-PROPELLED	H	DLR	0.00	
ARNG	S30039	*SCRAPER: SELF-PROPELLED	H	ORG	4.14	
ARNG	**S30039**	***SCRAPER: SELF-PROPELLED**	**H**	**POL**	**5.80**	**9.94**
ARNG	T05028	*TRUCK: UTIL TACTICAL	M	CSL	0.00	
ARNG	T05028	*TRUCK: UTIL TACTICAL	M	DLR	0.01	
ARNG	T05028	*TRUCK: UTIL TACTICAL	M	ORG	0.11	
ARNG	**T05028**	***TRUCK: UTIL TACTICAL**	**M**	**POL**	**0.08**	**0.20**
ARNG	T07679	*HMMWV: ARM HVY M1097	M	CSL	0.00	
ARNG	T07679	*HMMWV: ARM HVY M1097	M	ORG	0.68	
ARNG	**T07679**	***HMMWV: ARM HVY M1097**	**M**	**POL**	**0.07**	**0.75**
ARNG	T34437	*TRACTOR: DSL 4X4	M	CSL	0.00	
ARNG	T34437	*TRACTOR: DSL 4X4	M	DLR	0.01	
ARNG	T34437	*TRACTOR: DSL 4X4	M	ORG	5.30	
ARNG	**T34437**	***TRACTOR: DSL 4X4**	**M**	**POL**	**3.00**	**8.31**
ARNG	T38844	*HMMWV: AMBULANCE (M997)	M	CSL	0.00	
ARNG	T38844	*HMMWV: AMBULANCE (M997)	M	ORG	1.10	
ARNG	**T38844**	***HMMWV: AMBULANCE (M997)**	**M**	**POL**	**0.07**	**1.17**
ARNG	T40999	*TRUCK: M1075 HVY PLS	M	CSL	0.00	
ARNG	T40999	*TRUCK: M1075 HVY PLS	M	DLR	0.05	
ARNG	T40999	*TRUCK: M1075 HVY PLS	M	ORG	0.75	
ARNG	**T40999**	***TRUCK: M1075 HVY PLS**	**M**	**POL**	**0.40**	**1.20**
ARNG	T48944	*FORKLIFT	H	CSL	0.00	
ARNG	T48944	*FORKLIFT	H	DLR	0.00	
ARNG	T48944	*FORKLIFT	H	ORG	6.48	
ARNG	**T48944**	***FORKLIFT**	**H**	**POL**	**4.99**	**11.47**
ARNG	T59048	*TRUCK: TRACTOR HET M1070	M	CSL	0.00	
ARNG	T59048	*TRUCK: TRACTOR HET M1070	M	DLR	0.00	
ARNG	T59048	*TRUCK: TRACTOR HET M1070	M	ORG	0.59	
ARNG	**T59048**	***TRUCK: TRACTOR HET M1070**	**M**	**POL**	**0.34**	**0.93**
ARNG	T59278	*HEMTT: W/CRANE	M	CSL	0.00	
ARNG	T59278	*HEMTT: W/CRANE	M	DLR	0.22	
ARNG	T59278	*HEMTT: W/CRANE	M	ORG	1.02	
ARNG	**T59278**	***HEMTT: W/CRANE**	**M**	**POL**	**0.40**	**1.64**
ARNG	T60081	*TRUCK CARGO: 4X4 LMTV	M	CSL	0.00	
ARNG	T60081	*TRUCK CARGO: 4X4 LMTV	M	DLR	0.38	
ARNG	T60081	*TRUCK CARGO: 4X4 LMTV	M	ORG	1.21	
ARNG	**T60081**	***TRUCK CARGO: 4X4 LMTV**	**M**	**POL**	**0.14**	**1.73**
ARNG	T61035	*TRUCK TRACTOR: HET M911	M	CSL	0.00	
ARNG	T61035	*TRUCK TRACTOR: HET M911	M	ORG	2.97	
ARNG	**T61035**	***TRUCK TRACTOR: HET M911**	**M**	**POL**	**0.33**	**3.30**
ARNG	T61103	*TRACTOR: 5 TON M915	M	CSL	0.00	
ARNG	T61103	*TRACTOR: 5 TON M915	M	DLR	0.04	
ARNG	T61103	*TRACTOR: 5 TON M915	M	ORG	0.33	
ARNG	**T61103**	***TRACTOR: 5 TON M915**	**M**	**POL**	**0.17**	**0.54**
ARNG	T61494	*HMMWV	M	CSL	0.00	
ARNG	T61494	*HMMWV	M	ORG	0.50	
ARNG	**T61494**	***HMMWV**	**M**	**POL**	**0.07**	**0.57**
ARNG	T61908	*TRUCK: CARGO MTV W/E	M	CSL	0.00	
ARNG	T61908	*TRUCK: CARGO MTV W/E	M	DLR	0.04	
ARNG	T61908	*TRUCK: CARGO MTV W/E	M	ORG	0.61	
ARNG	**T61908**	***TRUCK: CARGO MTV W/E**	**M**	**POL**	**0.18**	**0.83**
ARNG	T76541	*TRACTOR: FT HS LT ENGR	H	DLR	1.14	

ARNG	T76541	*TRACTOR: FT HS LT ENGR	H	ORG	32.69	
ARNG	**T76541**	***TRACTOR: FT HS LT ENGR**	**H**	**POL**	**0.94**	**34.77**
ARNG	V11001	*TAMPER (CCE)	H	ORG	0.01	
ARNG	**V11001**	***TAMPER (CCE)**	**H**	**POL**	**0.05**	**0.06**
ARNG	W76816	*TRACTOR: CAT D7	H	CSL	0.00	
ARNG	W76816	*TRACTOR: CAT D7	H	DLR	0.01	
ARNG	W76816	*TRACTOR: CAT D7	H	ORG	3.71	
ARNG	**W76816**	***TRACTOR: CAT D7**	**H**	**POL**	**5.99**	**9.71**
ARNG	X40009	*TRUCK: 2.5 TON M35A2	M	CSL	0.00	
ARNG	X40009	*TRUCK: 2.5 TON M35A2	M	DLR	0.00	
ARNG	X40009	*TRUCK: 2.5 TON M35A2	M	ORG	0.33	
ARNG	**X40009**	***TRUCK: 2.5 TON M35A2**	**M**	**POL**	**0.11**	**0.44**
ARNG	X40794	*TRUCK: 5 TON 6X6 M923	M	CSL	0.00	
ARNG	X40794	*TRUCK: 5 TON 6X6 M923	M	DLR	0.06	
ARNG	X40794	*TRUCK: 5 TON 6X6 M923	M	ORG	0.68	
ARNG	**X40794**	***TRUCK: 5 TON 6X6 M923**	**M**	**POL**	**0.18**	**0.92**
ARNG	X44403	TRUCK: 20 TON DUMP M917	M	CSL	0.00	
ARNG	X44403	TRUCK: 20 TON DUMP M917	M	DLR	0.07	
ARNG	X44403	TRUCK: 20 TON DUMP M917	M	ORG	2.00	
ARNG	**X44403**	**TRUCK: 20 TON DUMP M917**	**M**	**POL**	**0.17**	**2.24**

2. PAY AND ALLOWANCES

In accordance with Montana Code Annotated, Title 10, Chapter 1, Section 502, "Pay and Allowances," the following was extracted:

> "(1) 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.
>
> (2) An enlisted member ordered into active duty as provided for in Article VI, section13, 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. To assist in understanding how pay and allowances are calculated, the following illustration is provided. The data used is from the Calendar Year 2008 military pay tables. State Active Duty (SAD) pay is based on the data maintained in SIDPERS/MILMOD. Therefore, during periods of SAD, to ensure correct pay and allowances are paid, MSCA will request a weekly SIDPERS/MILMOD data download from USPFO-ADP.

NOTE 1: All officers, regardless of rank, receive the same BAS per day
NOTE 2: All enlisted, regardless of rank, receive the same BAS per day
NOTE 3: BAH is based on rank and dependent status
NOTE 4: Flight Pay is based on the individual's flight pay authorization orders
NOTE 5: If a soldier is authorized special pay and/or additional allowances, he will receive them.
NOTE 6: Pay is processed in accordance with the State pay cycle for submission and pay date.

(1) ***A Captain, with 14 years service, and with dependents, would receive from day 1 until released from duty - $225.02 per day:***

Base Pay:	***$184.78 per day***
Basic Allowance for Subsistence (BAS):	***$6.75 per day***
Basic Allowance for Housing (BAH) - Type II:	***$28.22 per day without dependents***
	$33.49 per day with dependents

Base pay $184.78 + BAS $6.75 + BAH w/deps $33.49 = $225.02 per day

(2) A Chief Warrant Officer - 4, with 26 years service, with dependents, and in flying status, would receive from day 1 until released from duty - $284.94 per day:

Base Pay:	*$214.37 per day*
Basic Allowance for Subsistence (BAS):	*$6.75 per day*
Basic Allowance for Housing (BAH) - Type II:	*$31.75 per day without dependents*
	$35.82 per day with dependents
Flight Pay:	*$28.00 per day*

Base pay $214.37 + BAS $6.75 + BAH w/deps $35.82 + Flight Pay $28.00 = $284.94 per day

(3) 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. A Specialist, with 6 years of service, without dependents, would receive from day 1 through day 15 - $142.34 per day, then on day 16 until released from duty - $95.83 per day:

Base Pay:	*$71.17 per day*
Basic Allowance for Subsistence:	*$9.81 per day*
Basic Allowance for Housing - Type II:	*$14.85 per day without dependents*
	$21.26 per day with dependents

Day 1 through Day 15: Base pay $71.17 X 2 = $142.34 per day without allowances

Day 16 until released from duty: Base pay $71.17 + BAS $9.81 + BAH w/o deps $14.85 = $95.83 per day

1. ENTITLEMENTS: In accordance with Montana Code Annotated, Title 2, Chapter 18, Sections 501, 502, 503, 504 and 511, "Travel, Meals and Lodging"

MTNG MEMBERS ARE NOT AUTHORIZED TO INCUR REIMBURSABLE EXPENSES WITHOUT PRIOR AUTHORIZATION FROM THE MTNG DIRECTOR OF MILITARY SUPPORT (DOMS).

a. Meals:

(1) Beginning on Day 1 until released from State Active Duty, to the fullest extent possible, meals 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.

(2) 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 Joint Director of Military Support (JDOMS) Joint Operations Center (JOC) located the Helena Armed Forces Reserve Center (HAFRC).

(3) A member on SAD is authorized a meal allowance while traveling on state active duty when BOTH of the following conditions are met:

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

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

Time Range Allowances*

(i) Morning Meal:	12:01 a.m. to 10:00 a.m	$ 5.00
(ii) Midday Meal:	10:01 a.m. to 3:00 p.m.	$ 6.00
(iii) Evening Meal:	3:01 p.m. to 12:00 a.m.	$12.00
		$23.00 (Total per day)

* Established from Section 2-18-502(1) of the Montana Code Annotated (MCA)

Example: A member who travels from 8:00 a.m. to 2:00 p.m. would receive a $6.00 Midday meal allowance. The member wouldn't qualify for the Morning Meal since the travel status was only two hours (from 8:00 a.m. to 10:00 a.m.) in that range.

(4) In accordance with the Federal Mileage Chart, if the MTNG member's home of record is less than 15 miles from their duty station, the service member is not authorized meal reimbursement. However, when meals are provided, the MTNG member is authorized to accept the meal, and is not required to pay for the cost of the meal.

(5) When a MTNG member is assigned to an incident site, or is stationed at an offsite location in support of an incident, the MTNG member is authorized three meals per day, even when the MTNG member's home of record is within 15 miles of the incident site. This authorization is allowed because working conditions require the MTNG member to work extended hours and the MTNG member may be required to remain at the location 24 hours a day. In addition, when working conditions prevent the MTNG member from receiving a provided meal, the MTNG member, after receiving authorization from the ERC OIC/NCOIC, will be reimbursed at the state rate if they purchase a meal.

NOTE 1: The Army Aviation Support Facility (AASF), located at 3333 Skyway Drive, Helena, MT, and Fort Harrison, located at 1900 Williams Street, Fort Harrison, MT, will be classified as incident site when Montana National Guard resources are placed on State Active Duty (SAD), and an Emergency Response Cell is assigned to work at the AASF and / or Fort Harrison.

b. Lodging:

(1) Beginning on Day 1 until released from SAD, to the fullest 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.

(2) Lodging Reimbursement. A member on SAD is authorized to be reimbursed for lodging upon receipt of affirmative direction based on mission requirements that dictate a member lodge over night. Lodging receipts must accompany the member's travel voucher to receive reimbursement.

(a) Reimbursement is made in accordance with the Federal Lodging Rate Guidelines. These can be found at url: http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0 then clicking on "per diem rates". Note that a maximum lodging reimbursable rate can very by time of year and between some counties; otherwise, the standard rate applies ($70.00).

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

(c) Members are not authorized to be reimbursed for lodging when it was provided at no charge to the member.

c. Transportation:

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

(2) Beginning on Day 1 until released from SAD, to the fullest 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.

(3) 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.

(4) The 2008 State of Montana mileage reimbursement rate is $.505 per mile. The mileage reimbursement rate is subject to periodic change.

(5) 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.

(6) 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.

(7) After receiving prior authorization from the 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 Helena Armed Forces Reserve Center (HAFRC) and no state vehicle is available.

(8) 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.

(9) 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.

(10) 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 three months** after incurring the expense waive their right for reimbursement unless approved by an authorized agency staff member.