

**INTERAGENCY WILDLAND FIRE DECISION DOCUMENT
FOR THE
Mud Creek Fire**

INTENT

It is the intention of the affected agencies to collaborate, cooperate, and work together on the fire. The goal of this document is to outline the joint and agency specific responsibilities and decisions reached between The Montana Department of Natural Resources, **Northeastern Land Office** and the Bureau of Land Management, **North Central Montana District**.

This decision document covers the period of time from **7/30/2020** (start) **to the date the incident is declared out**.

FIRE DETAILS

General Information

This section describes the basic fire information.

Fire Name: **Mud Creek**

Fire Location (legal description): **47 53.2333N x 108 40.1834 W**

Fire Start Date/Time: **7/30/2020/ 0830**

Fire Numbers by Protection Agency: **MT-LG11-000165** (both)

Accounting Codes by Agency: BLM: **NB9Y** and MT DNRC: **880004**

Protecting Agencies Strategies

The protection strategies for all agencies involved is to implement full perimeter suppression.

ACKNOWLEDGMENT OF RESPONSIBILITIES

Fire Protection Responsibilities

Does the fire area, or any mitigation actions taken, affect more than one agency's protection responsibility? **Yes X** or No

Use the following matrix to identify all agencies that:

- Have responsibility(s) related to the fire and what those responsibilities are.
- Have areas of overlapping responsibility.

Entity & Protection Area Description	Wildland Fire Responsibility (Y or N)	Structure Protection Responsibility (Y or N)	Structure Suppression Responsibility (Y or N)
Federal Agency BLM Area Description:	Has Initial attack Responsibility on all BLM and Private Land as outlined in the Phillips County MOU with the NCMD BLM.	N	N
State MT DNRC Area Description:	Provides direct protection wildfire assistance to county government through the County Coop Agreement.	N	N
Local Government Area Description:			

Initial Attack Responsibilities

1. Who has initial attack responsibilities and identify where that area of responsibility lies?
BLM on Private land for 24 hours then back to the County or DNRC.
2. Has a portion of that responsibility been delegated? **No.**

If so to whom and identify where that area of responsibility lies. **Not applicable.**

Other Responsibilities

Does the fire area, or any mitigation actions taken, affect an Agency's Jurisdictional responsibility or other Jurisdictional Agencies? Yes or **No X**

Use the following matrix to identify those Jurisdictional Agencies that have responsibilities for activities or mitigation actions taken related to the fire.

Entity & Jurisdictional Area Description	Evacuation Responsibility (Y or N)	Road Responsibility (Y or N)	Search & Rescue Responsibility (Y or N)
BLM Area Description:	N	N	N
MT DRNC Area Description:	N	N	N
County Area Description:	Y	Y	Y
Local Government Area Description:	Y	Y	Y

Summary of Responsibilities

This section provides a quick summary of the information contained in the above matrixes.

The Bureau of Land Management NCMD has wildland fire direct protection responsibilities within their recognized protection boundaries and on private and state land during the initial attack period of 24 hours. Phillips County has jurisdictional responsibility within their county boundaries for wildland fire, structure protection, and structure fire suppression on private lands, and structure/infrastructure protection once the fire goes into extended attack per the established MOU with Phillips County and NCMD BLM.

DECISIONS AND ACTIONS

For each decision include the following:

Date: 7/30/2020

Decision: The collective decisions made regarding this fire are: The BLM will pay costs accumulated on the fire for the first 24 hours of as agreed upon in the Phillips County MOU. DNRC will pay for cost after the first 24 hours or starting on the second shift until the fire is declared out. The strategies and values at risk are equal for both agencies on this incident.

Rationale: Based on the Phillips County MOU with the NCMD BLM this decision seemed to align the closest.

Decision Makers: *Mark Albers and Clive Rooney.*

Action(s) Taken to Implement Decision: Decision Document

Financial Responsibility for Actions: As outlined in this decision document.

REFERENCES/GUIDELINES

Decisions made were based on the following references/guidelines: **BLM-MOU-MYL060-0902-1, Memorandum of Understanding between Montana BLM North Central District and Phillips County.**

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COST ACCOUNTING

The BLM will pay costs accumulated on the fire for the first 24 hours of as agreed upon in the Phillips County MOU. DNRC will pay for cost after the first 24 hours or starting on the second shift until the fire is declared out. **No Cost Share document will be prepared.**

PRINCIPAL CONTACTS

The following are the principal contacts for the decisions made during this fire.

Title:	Name:	Agency/Organization:
Agency Line Officer	Mark Albers, District Manager	BLM, North Central District
Agency Representative	Josh Barta, FMO	BLM, North Central District
Agency Line Officer	Clive Rooney, Area Manager	MT DNRC, North East Land Office
Agency Representative	Don Pyrah, FMO	MT DNRC, North East Land Office
County Commissioner		
Fire Chief		

ADDENDUMS TO THIS DOCUMENT

This section identifies any documents appended to the decision document.

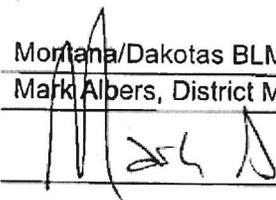
Addendums to this document include:

- Appendix A - **Map of Fire Area**
- Appendix B - **MOU Agreement between BLM and Philips County (BLM-MOU-MYL060-0902-1)**

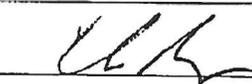
SIGNATURES OF AUTHORIZED PERSONNEL

This section identifies the individuals from each Agency with jurisdictional, protection, or legal responsibility/authority to make decisions related to the fire.

Agency Name: Montana/Dakotas BLM, North Central District
Name and Title: Mark Albers, District Manager

Signature and Date:  9/17/2020

Agency Name: MT DNRC, Northeastern Land Office
Name and Title: Clive Rooney, Area Manager

Signature and Date:  9/14/2020

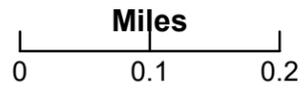
Mud Creek Fire

MT-LG11-000165
PNNB9Y (1502)
880004

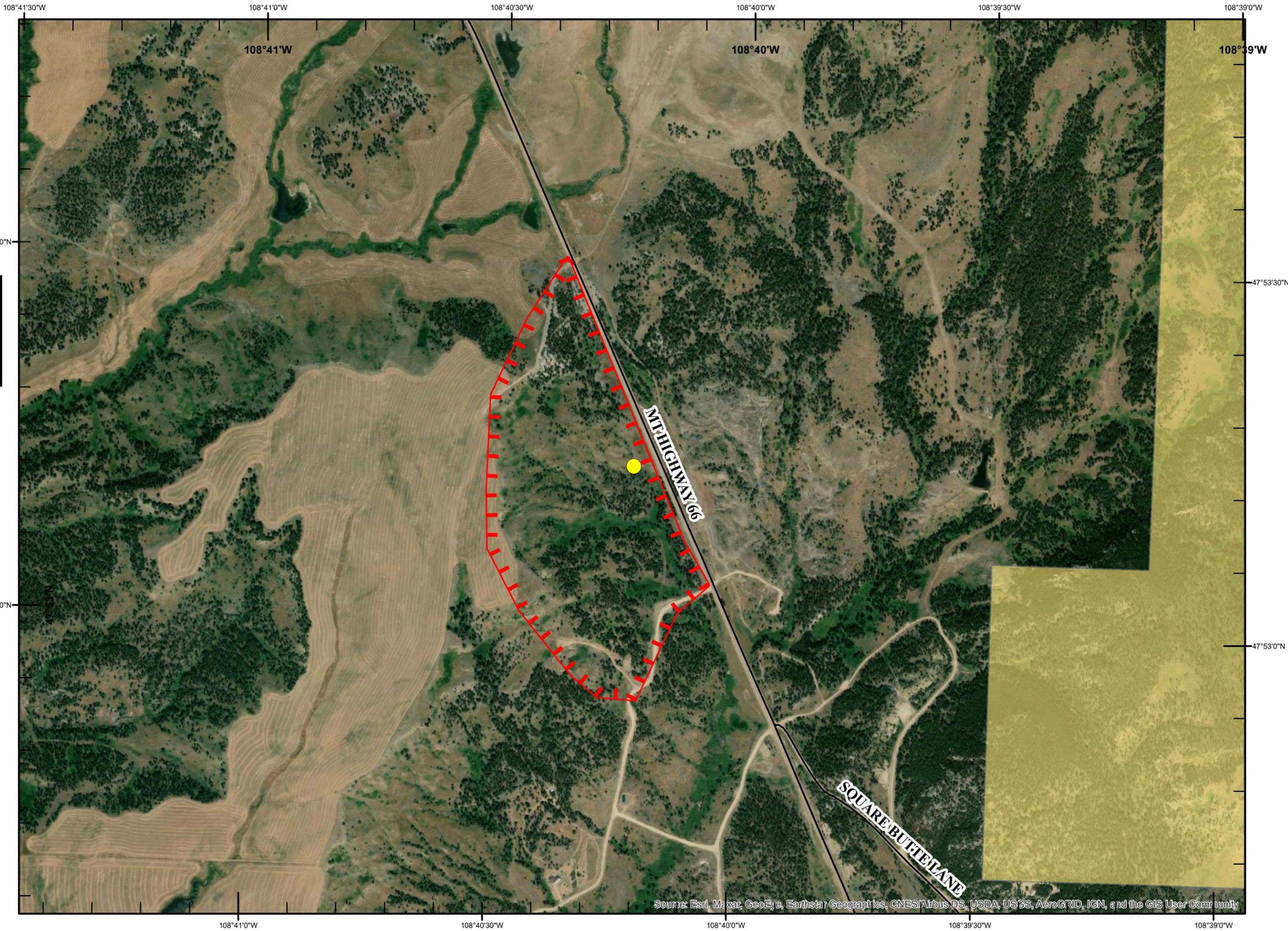
Fire Start Date:
7/30/2020

-  Point of Origin
-  Final Fire Perimeter
-  Bureau of Land Management
-  State
-  Private

Fire Acreage (by ownership)	
Private:	89.0
Total:	89.0



DeMars
August 12, 2020
1300 Hours



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

BLM-MOU-MTL060-0902-1

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

Between:

**U.S. DEPARTMENT OF INTERIOR - BUREAU OF LAND MANAGEMENT
And
BOARD OF COUNTY COMMISSIONERS - PHILLIPS COUNTY, MONTANA**

**In cooperation with
MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION
NORTHEASTERN LAND OFFICE**

Concerning:

**Exchange of Initial Attack Responsibilities for
Fighting Forest and Range Fires in Phillips County, Montana**

I. **Purpose:** This Memorandum of Understanding (MOU) provides procedures and guidance for coordinating and cooperation between the Bureau of Land Management (BLM) and the Board of Commissioners - Phillips County, Montana for initial attack fire suppression of wildfires on public and private lands in Phillips County, Montana.

II. **Objective:** To provide for a more economical and efficient means of protecting the natural resources and property from the ravages of fire.

III. **Authorities:** This MOU is entered into by U.S. Department of Interior - BLM under the Reciprocal Fire Protection Act of May 27, 1955, Public Law 46 42 USC 1856 and Federal Land Policy and Management Act of October 21, 1976, Public Law 94-579, 43 USC 1701, 90 Stat 2743. Phillips County is entering this agreement under Montana Code Annotated 76-11-101; 76-13-202; and 7-33-part 22.

IV. **Procedures:** The Phillips County Rural Fire Company, acting on behalf of the Board of Commissioners - Phillips County and the BLM will take initial attack fire suppression action on all wildfires occurring in their area of responsibility and will operate in accordance with the following procedures:

V. For the procedures of the agreement, Phillips County shall be divided into *North County and South County*.

A. The Phillips County Rural Fire Company shall be responsible for wildland fire suppression of the *North County* as delineated on the attached map. *Extended attack fires occurring on BLM land, will be the responsibility of North Central Montana BLM. An IC type 3 will be assigned to the incident.*

B. The BLM shall be responsible for wildland fire suppression of the *South County* as delineated on the attached map. *Extended attack fires occurring solely on County protected land will be managed by*

the County.

VI. **Reporting Fires:** Prior to May 1 of each year the participants shall provide to each other the names, telephone numbers and addresses of the offices and individuals to contact when reporting fires or to request assistance.

- A. Fire suppression action taken by either party, on lands being protected for the other party, shall immediately report such action to the responsible party. Information needed to compile a fire report shall be forwarded to the responsible party within five working days after such action.
- B. **Escaped Fires:** Fires that escape initial attack, shall be immediately reported to the responsible agency for continued action.

VII. **Structure Fires:** BLM personnel are not authorized to participate in structural fire suppression.

- A. BLM will assist in preventing fire spreading from structures to surrounding vegetation or suppress wildland fires that threaten structures.
- B. Structural fires reported to, or discovered by, the BLM will be immediately reported to the Phillips County Rural Fire Company through the Phillips County Sheriff.

VIII. If either party exceeds its capacity for initial attack, the party whose land is being protected will be requested to establish priorities of attack or render assistance.

IX. **Constraints**

- A. BLM cannot involve their initial attack forces in long range support of *extended attack or escaped fires* for the county. Responsibility of Phillips County for any wildland fire, regardless of size, within their jurisdiction remains with the County as stated in the County/State Cooperative Agreement.
- B. *Initial attack suppression tactics will include but not be restricted to engines, hand tools; helitack and air retardant drops on BLM administered lands. Any use of heavy equipment will be by approval of the Malta District Manager, Malta, Montana.* Initial attack suppression tactics by the County will be limited to what the County is willing to *provide* unless approval is obtained from BLM to use resources that will be paid for by BLM, or the fire is of such magnitude, the values at risk are so great, or county forces are committed elsewhere that State Assistance is requested through the County/State Cooperative Agreement.
- C. *BLM will assign a resource advisor when fires occur in any areas of environmental concern on BLM administered land. The resource advisor will be assigned by the North Central Montana District Fire dispatch in Lewistown with Malta Field Manager approval.* Phillips County may request from the Montana Department of State Lands a County Fire Advisor through the County/State Cooperative Agreement on any fire they determine to be beyond their resource capability or which may have special concerns.

X. **Compensation:** *Fire occurrence in the exchanged areas of responsibility, are very similar; therefore, it is mutually agreed that, "under most circumstances" there will be no exchange of funds for pre-suppression or suppression activities as authorized.*

XI. General Provisions:

- A. **Term of Agreement:** *This MOU is to continue for three years, at the end of this period it will be revised or updated as needed.*
- B. **Periodic Review:** *The participants will review this MOU annually prior to May 1*
- C. **Amendments:** Any one participant may propose changes to this MOU during its term. Any changes will be in the form of an amendment and will not take effect until all participants have agreed and signed the amendment.
- D. **Renewal:** Before this MOU is due to expire, if all the participants agree that there is a continuing need, it may be renewed for another term. Such renewal will be in the form of a new MOU and will contain any agreed to changes.
- E. **Cancellation:** This MOU may be cancelled at any time during its term by mutual agreement among the participants, or by any one participant giving the other participant at least 30 days notice. However, it is mutually agreed that this agreement may not be cancelled by either party between May 15th and September 15th of any year unless mutually agreed to by both parties.

XII. Waiver of Claims: When suppressing wildfires on lands for which the other party is responsible, each of the parties to this agreement do hereby expressly waive all claims against the other for compensation for any loss, damage, personal injury or death occurring in consequence of the performance under this section on this agreement.

GLOSSARY OF TERMS

- Initial Attack:** First response to a fire with engines, crews, helitack, retardant air tankers and/or a combination thereof.
- Extended Attack Fires:** Fires that exceed the capability of initial attack forces, but with additional resources can be expected to be contained in the next burning period.
- Escaped Fires:** Fires that escape initial attack action and that require a management organization that cannot be provided by the protecting party.
- County/State Cooperative Agreement (Program):** Assists counties with their wildland fire control program by providing equipment, training, and technical advice. Under the agreement both participants have certain obligations that must be met. See Phillips County Fire Action and management Plan for further detail.

SIGNATURE PAGE

Phillips County Commissioners:

Richard Jumban 3-18-19
for Phillips County Date

John F. Linnahan 3-18-2019
for Phillips County Date

Bruce Christofferson 3/18/2019
for Phillips County Date

**U.S. Department of the Interior
Bureau of Land Management**

Maria A 4/24/2019
District Manager Date

**Montana Department of State Lands
Northeastern Land Office**

[Signature] 4/2/19
Area Manager Date

