

**Memorandum of Agreement for the
Billings Airtanker Base, Billings Category II Fire Cache, Billings Interagency
Dispatch Center, Lewistown Interagency Dispatch Center, and
Miles City Interagency Dispatch Center between Bureau of Indian Affairs,
Department of the Interior, Rocky Mountain Region; Bureau of Land Management,
Department of the Interior, Montana/Dakotas State Office; Montana Department of
Natural Resources and Conservation; Forest Service, Department of Agriculture,
Custer Gallatin National Forest; State of South Dakota, Department of Agriculture,
Division of Wildland Fire; and US Fish and Wildlife Service, Department of the
Interior, Charles, M. Russell National Wildlife Refuge.**

**Agency Agreement Numbers: BLM-MOU-MT925-143C; FS-14-MU-1101800-006;
BIA- A13PG00016; DNRC – 1401; and 07-SDFI-11020000-0001(FWS –CMR does
not require an Agreement Number)**

This Memorandum of Agreement (Agreement) is hereby made and entered into by and between Bureau of Indian Affairs, Department of the Interior, Rocky Mountain Region, hereinafter referred to as BIA; Bureau of Land Management, Department of the Interior, Montana/Dakotas State Office, hereinafter referred to as BLM; Montana Department of Natural Resources and Conservation, hereinafter referred to as DNRC; Forest Service, Department of Agriculture, Custer Gallatin National Forest, hereinafter referred to as FS; State of South Dakota, Department of Agriculture, Division of Wildland Fire, hereinafter referred to as SDWF; and United States Fish and Wildlife Service, Department of the Interior, Charles, M. Russell National Wildlife Refuge, hereinafter referred to as CMR. This Agreement is entered into under the authorities of the National Interagency Agreement for Wildland Fire Management (2010), the Montana Cooperative Fire Protection Agreement (2010), and the South Dakota Cooperative Fire Management Agreement (2009).

I. Purpose

The purpose of this Agreement is to provide coordination with funding and personnel between the above named agencies for the operations of the Billings Interagency Dispatch Center, the Billings Tanker Base, the Billings Category II Fire Cache, the Lewistown Interagency Dispatch Center, and the Miles City Interagency Dispatch Center. Operational direction for each of the centers and bases can be found in the specific operating plans for each of the centers and bases.

WHEREAS, certain of the lands for which BIA, BLM, CMR, DNRC, FS, and SDWF are independently responsible for the protection from fire are intermingled or adjacent, and

WHEREAS, it is desirable to provide effective and economical protection of resources from damage by fire, and

WHEREAS, it is desirable to provide economic and effective dispatching, logistical support, and air tanker support,

THEREFORE, the parties hereto do agree to operate cooperatively Interagency Fire Dispatch Centers, Interagency Tanker Base, and an Interagency Category II Fire Cache.

II. Dispatch Centers:

- A. BLM will support the Dispatch Centers with the following personnel: one Center Manager, one Assistant Center Manager/Intelligence Coordinator, one Aircraft/Senior Fire Dispatcher, and seasonal initial attack dispatcher (s) and logistical staff as needed.
- B. FS will support the Billings Interagency Dispatch Center with one initial attack dispatcher.
- C. BIA will support the Billings Interagency Dispatch Center with one initial attack dispatcher.
- D. DNRC will support the Billings and Miles City Dispatch Centers with one initial attack dispatcher at each dispatch center.
- E. CMR will support the Lewistown Dispatch Center with one initial attack dispatcher.
- F. Minimal operational funding required for the Dispatch Centers will be as follows:
 - a. For Billings, BLM will receive operational dollars from BIA, DNRC, and FS.
 - b. For Lewistown, BLM will receive operational dollars from DNRC.
 - c. For Miles City, BLM will receive operational dollars from BIA, DNRC, and SDWF.
 - d. Operational funding is determined annually based on historical use and/or a figure agreed to by the lead Local Area Fire Managers.

III. Tanker Base:

- A. The Bureau of Land Management will support the Tanker Base with one Tanker Base Manager, one seasonal Ramp Manager, and other temporary employees needed as activity dictates.
- B. Minimal operational funding for the tanker base will be as follows:
 - a. BLM will receive operational dollars from the BIA.
 - b. Funds required for the Tanker Base are shared based on the operational costs with the following assessment: 50 percent – BIA and 50 percent – BLM.

IV. Cache:

- A. The Bureau of Land Management will support the Fire Cache with one Cache Manager, one Administrative Clerk, two Materials Handlers and other temporary employees needed as activity dictates.
- B. The Bureau of Indian Affairs will support the Fire Cache with one Assistant Cache Manager and other temporary employees needed as activity dictates.
- C. Minimal operational funding for the cache will be as follows:
 - a. The BLM will receive operational dollars from the BIA and DNRC.
 - b. DNRC contribution will be agreed to by the lead Fire Management Officers of BIA, BLM, and DNRC. The BIA and BLM will equally contribute towards the remaining operational costs.

V. General Provisions:

- A. Each agency shall make direct settlement from its funds for all liabilities it incurs under this Agreement.
- B. Parties to this Agreement are not obligated to make expenditures of funds under terms of this Agreement unless such funds are available or appropriated by the Congress of the United States, Legislature of the State of Montana, or Legislature of the State of South Dakota.
- C. Annual Interagency Payment and Collection System (IPAC) billings will be processed prior to the end of the federal fiscal year to the other agencies by the Bureau of Land Management.
- D. This Agreement shall take effect May 1, 2014, and is effective until May 1, 2019, at which time it will expire unless extended. Any signatory agency may vacate this Agreement by one year prior written notice to all other signatory agencies. The remaining signatory agencies may continue the provisions of this Agreement.
- E. Changes or modifications of this Agreement may be initiated by any signatory agency. The changes or modifications shall not become an authorized part of this Agreement until all parties agree to the changes or modifications, the changes or modifications are put in the form of an amendment to this Agreement, and the amendment incorporating the changes or modifications is signed by all agencies.
- F. Parties to this Agreement recognize that the National Federation of Federal Employees, Local 478, is the exclusive representative of all Bureau of Indian Affairs employees in the bargaining unit as identified in the Negotiated Agreement.

- G. Each party to this Agreement expressly waives claims against the other parties for compensation for any loss, damage, personal injury, or death occurring in the consequences of the performance of this Agreement for which any of the parties are solely legally responsible. The foregoing notwithstanding, this Agreement is not intended to relieve a liable party of financial or legal responsibility.
- H. BIA reimbursements to the Lead Agency in this Agreement (BLM) will be made utilizing a Form 1681-3, Inter-Agency/Intra-Agency Agreement Modification action referencing the Master Agreement numbers for BLM and BIA.
- I. FS reimbursements to the Lead Agency in this Agreement (BLM) will be made using the Forest Service reimbursable document, AD-672, to obligate funds.
- J. DNRC and SDWF reimbursements to the Lead Agency in this Agreement (BLM) will be made in the form of a check and deposited into a contributed fund account set up expressly for the purpose of funding DNRC's portion of the Dispatch Centers and the Cache and SDWF's portion of the Miles City Dispatch Center.
- K. An annual financial plan for the Interagency Dispatch Centers, the Billings Fire Cache, and the Billings Tanker Base will be developed each federal fiscal year. Each agency is expected to cover its obligation under the annual financial plan of this Agreement if funding is available. If funding is not available for one agency to pay its obligated amount under this Agreement, the remaining agency/agencies will need to divide equally the remaining costs or agree upon who will cover the remaining costs. The participating agencies will meet after the start of the federal fiscal year and review the financial plan and determine costs to each agency. The annual financial plan will only be valid once all parties to this Agreement have signed the annual financial plan. Signatory authority on the annual financial plan may be delegated to:
- a. BIA: Regional Fire Management Officer,
 - b. BLM: State Fire Management Officer,
 - c. CMR: State Fire Management Officer,
 - d. DNRC: State Fire Management Lead,
 - e. FS: Custer Gallatin National Forest Fire Management Officer, and
 - f. SDWF: Division Director.

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The signatory agencies hereby accept the Agreement according to the above terms and conditions:

VI. Signatures:

[Signature] 5/6/14
Contracting Officer Date
Rocky Mountain Region
Bureau of Indian Affairs

Darryl LaCount 5-6-14
Regional Director Date
Rocky Mountain Region
Bureau of Indian Affairs

No Signature required.
Grants and Agreements Specialist Date
Montana/Dakotas
Bureau of Land Management

Jamie Glomell 4/4/14
State Director Date
Montana/Dakotas
Bureau of Land Management

Mari Anderson 5/5/14
Contracting Officer Date
Montana Department of Natural Resources
and Conservation

Carla Street
FOR BOB HARRINGTON 5/5/14
State Forester Date
Montana Department of Natural
Resources and Conservation

[Signature] 5/6/14
Grants Contracting Officer, USFS Date
Custer Gallatin National Forest

Mary C Gil 5/7/14
Forest Supervisor, USFS Date
Custer Gallatin National Forest

Donna Hansen 4/29/14
Contracting Officer Date
US Fish and Wildlife Service
Charles M. Russell National Refuge

Richard Potts 4/29/2014
Refuge Manager Date
US Fish and Wildlife Service
Charles M. Russell National Refuge

Brenda M. Edwards 3/24/14
Fire Business Manager Date
South Dakota
Division of Wildland Fire

Jay T. Espersen 3-25-14
Division Director Date
South Dakota
Division of Wildland Fire