

**MEMORANDUM OF UNDERSTANDING
BETWEEN
173 FW KINGSLEY FIELD, OREGON
AND
BURNS INTERAGENCY COMMUNICATION CENTER**

1. PURPOSE: The 173rd Fighter Wing (173 FW) and the Burns Interagency Communication Center (BICC) enter into this agreement to formalize agreed upon processes whereby the 173 FW and BIFZ will execute their specific missions, in a manner that suits both entities' needs to the maximum extent possible while maximizing safety. The land management agency units represented by Burns Interagency Communications Center in this MOU include the US Forest Service-Malheur National Forest, Emigrant Creek Ranger District, the Bureau of Land Management-Burns District and the US Fish and Wildlife Service- Malheur National Wildlife Refuge.

2. SCOPE: This Memorandum of Understanding (MOU) documents the agreement between the 173 FW and BICC pertaining to coordination and de-confliction procedures of flight operations between 173 FW and BICC within the Military Operations Areas (MOA) (Juniper/Hart MOA Complex) which are typically used by the 173 FW.

3. AUTHORITIES: The 173 FW and BICC enter into this agreement in accordance with applicable regulations and/or instructions.

4. DESCRIPTION OF PROCEDURES BETWEEN THE 173 FW AND THE BICC

- a. Yearly (late March/early May), both entities will meet to discuss procedures for the upcoming fire season.
- b. Discussion points will be:

173 FW Fighter Jet Operations.

Air Operations conducted by manned and unmanned aircraft under the operational control of one of the agencies listed in #1 above, which are coordinated, dispatched, and tracked by BICC.

Scheduling and execution of flight missions for both entities, including a review of the types of missions commonly flown, and the prioritization of missions including short-notice changes in mission priorities.

Notification and coordination procedures between both entities during conflicting use of airspace.

When applicable, the 173 FW biennial Sentry Eagle exercise will include a coordination meeting prior to the exercise, airspace coordination during the exercise, and an after action meeting or conference call preceding the exercise.

5. RESPONSIBILITIES OF THE ENTITIES: The following paragraphs identify responsibilities of the organizations involved.

- a. The 173 FW Airfield Management (AM) team will schedule a yearly meeting at a time and place convenient to both entities. If a convenient place cannot be agreed upon, the meeting will rotate yearly between Kingsley Field and Burns Interagency Communication Center, or via telecom.
- b. BICC will notify the 173 FW AM when the agencies it supports will operate in airspace used by the 173FW (Juniper/Hart MOA Complex). The 173 FW will manage its operations to de-conflict from airborne operations that are managed by BICC.
- c. Both parties will agree upon de-confliction procedures. In most cases, fighters may be present in the airspace during two flying periods a day (09:30-11:00 and 13:30-15:00). BICC will strive to operate outside of those times for non-fire resource management missions; however, certain resource missions must be conducted during those times in order to accomplish partner agency's objectives. In the event there is a need for a resource mission or tactical fire mission within the specified time frames, BICC will de-conflict that mission for the affected MOA.
- d. BICC only has operational oversight of, and is normally only able to de-conflict, tactical mission air resources that are staged at its agencies' bases of operation within the BICC dispatch zones, and those resources, such as large air tankers, that are launched from other dispatch zones to respond to wildland fire incidents that are currently occurring within the BICC dispatch areas of jurisdiction.
- e. Tactical mission resources operating under the oversight of BICC will squawk 1255.
- f. BICC is unable, and will not, de-conflict airspace for agencies (USFS, BLM, USFWS, etc.) or agency-contracted aircraft that transition through the area on an FAA flight plan and other point-to-point non-tactical/mission flights in which it is the Pilot's responsibility to file an FAA flight plan and check NOTAMs for the current and expected status of Military Training Routes and Special Use Airspace.
- g. BICC is normally "not notified" about agency aircraft (operated by BLM, USFWS or USFS) that are transitioning across BICC Dispatch areas of jurisdiction on point-to-point cross country transition or reposition flights to other areas of the Western US outside the operational control of BICC.
- h. BICC will de-conflict for airspace in which they have knowledge of or anticipate an aircraft to loiter or remain to accomplish its mission. Aircraft that are dispatched to a known fire location or project site are examples of when BICC will contact the 173 FW to de-conflict the airspace. If a TFR is in place for a wildfire, BICC will assess whether they can limit the hours to daylight hours only. Military aircraft will adhere to the TFR and will not fly within the TFR when it is in place.

6. FUNDING:

- a. Nothing herein shall be construed to require the exchange of funds or things of value between the agencies that are party to this MOU, nor shall this agreement be construed to require the expenditure of funds by any federal agency in advance of receipt of appropriations.

7. MISCELLANEOUS:

- a. Other Relationships or Obligations. This MOU shall not affect any pre-existing or independent relationships or obligations between the parties.
- b. This MOU is not an enforceable legal document. It is for the sole benefit of the United States and it shall not be construed to benefit any party that is not a signatory hereto.
- c. Burns Interagency Fire Zone Dispatch 541-573-4549
- d. Kingsley Field Operations Duty Desk 541-885-6686

8. REVIEW: Review of this document shall occur at a minimum of every five years. Minor changes may be made at any time by correcting the existing document or attaching a memorandum to the basic document. Changes must be coordinated and initialed by a representative of all parties.

9. TERMINATION: This agreement may be terminated, in whole or in part, at any time by any party following a written 30-day notice.

10. EFFECTIVE DATE: This agreement becomes effective upon the date of the last approving signature and will remain in effect until revised or revoked.

11. ACCEPTANCE OF AGREEMENT:

NAME
LT Col Kurt Duffy *Kurt Duffy*
173 OSS/OSO
DSN 830-6491

NAME *Christy Cheyne* 12/18/17
Christy Cheyne
USFS District Ranger, Emigrant Creek District

NAME *Matthew J. Donadovich* 12/18/2017
Jeff Rose *Matthew J. Donadovich Acting*
District Manager, Burns District BLM

NAME *Chad Karges* 12/18/17
Chad Karges
Malheur Refuge Manager, USFWS