

**Memorandum of Agreement  
FWS No. 301814K003 & DNR No.**

**between**

**the**

**State of Minnesota, Department of Natural Resources**

**and**

**U.S. Department of Interior, Fish and Wildlife Service Units  
in Minnesota**

**I. Background and Purpose.**

This agreement is made and entered into by and between the State of Minnesota, Department of Natural Resources (hereinafter referred to as the DNR), acting through the Commissioner of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155, and the United States of America, Department of Interior, Fish and Wildlife Service (hereinafter referred to as the FWS), acting by and through the National Wildlife Refuge System Chief, Region 3, U.S. Fish & Wildlife Service, Henry Whipple Federal Bldg, 1 Federal Drive, Fort Snelling, Minnesota 55111-4056. This agreement shall apply to all National Wildlife Refuges and Wetland Management Districts in Minnesota and all lands under DNR wildland fire protection.

Many of the lands under the jurisdiction of the FWS and the DNR are so located geographically that wildland fires on lands in one jurisdiction may become a threat to the resources on the adjoining jurisdiction. It is therefore desirable and in the public interest to provide specifically for coordinated fire suppression activities, to protect forests, other resources, and structures from destruction insofar as possible.

The purpose of this agreement is to provide a basis for cooperation between the FWS and the DNR to furnish mutual aid and assistance in fire management and fire suppression activities on FWS and DNR lands.

**II. Authority.**

This agreement is authorized by the federal Reciprocal Fire Management Act of May 27, 1955, 42 U.S.C. § 1856 et. seq., and Minn. Stat. §§ 84.025, subd. 7 Contracts and 471.59, Joint Exercise of Powers.

**III. Responsibilities of Each Agency.**

It is agreed:

1. Unless otherwise stated in this document, the FWS and DNR will continue to have primary fire control responsibility on all lands within their respective jurisdictions.

2. Field officers taking official action under authority of this agreement will remain under the jurisdiction of their respective agency. In the event of a wildland fire, the first officer, whether DNR or FWS, at the fire will assume command, promptly report, and take immediate steps to suppress the fire until the agency that manages the specific lands is able to assume command.
3. Each agency will render assistance, in the form of equipment and available personnel, to the other for wildland fire suppression in all cases where requested and when such action will not leave either agency's protection area unduly exposed to fire danger.
4. Each agency will promptly furnish to the other a fire protection map, clearly defining boundaries of its respective lands and protection areas. The FWS and DNR will annually, prior to March 1, exchange fire resource information on available personnel, equipment and supplies. This will be done at the local Refuge/Wetland Management Districts and the DNR Area offices.
5. FWS and DNR units can exchange services, provide personnel, equipment, and/or aerial resources on prescribed fires and wildland fire use, as mutually agreed upon and in accordance with the Prescribed Fire Cooperative Agreement # 301812K004.
6. During periods of extreme fire danger, each agency agrees to cooperate in developing fire restrictions covering adjoining lands. The FWS and DNR will support and promote each other's fire prevention programs.

#### **IV. Liability:**

Notwithstanding the foregoing and to the extent allowed by law, each party agrees that it shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts and omissions of the other party and the results thereof. The DNR's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable law. The FWS's liability shall be governed by the provisions of the Federal Tort Claims Act, 28 U.S.C. § 1346(b) §§ 2671-2680, and other applicable law.

#### **V. Period of Performance**

This agreement shall become effective on the date of the last required signature and shall continue in effect unless terminated in writing or by either agency giving ninety (90) days written notice, with or without cause, to the other. This agreement shall be limited to a five year period. In the event of cancellation, the agencies are entitled to payment of all expenses incurred prior to the date of receipt of the notice of cancellation, in accordance with Paragraph VI, below.



## **VI. Financial Responsibility**

Each agency is responsible for the suppression costs within its own protection area, as defined by III, Sec. 4, of this agreement. Within the first 24 hour period, no cost for assistance by agency personnel or equipment will be billed, other than the three exceptions listed in this paragraph. Cost for assistance beyond the first 24 hours, and/or the following three exceptions, will be billed to the agency requesting assistance:

1. Private contract equipment and personnel shall be billed from the time requested. This includes fire department equipment and personnel under agreements with the DNR and/or FWS.
2. Assistance rendered by detection aircraft may be billed after the first 30 minutes of service.
3. Suppression assistance by agency or contract aircraft will be billed at the standard appropriate rate from the time the service is requested.

Reimbursements shall be limited to fair and reasonable direct costs. In calculating expenditures for the reimbursement of these services, the following elements shall be itemized:

1. Regular salaries and wages, including benefits, of all persons assigned to the fire.
2. Standard rental charges for equipment (whether owned or under contract) used on the fire.
3. Costs of reconditioning equipment and associated gear used or damaged to as good a condition as when assigned to each fire, ordinary wear and tear excepted.
4. Any other direct expenditures associated with the response to each fire. All equipment, materials, or property purchased under the terms of this agreement, and not consumed on the fire, shall be the property of the purchasing agency and shall not be eligible for reimbursement by the other agency.
5. Wildfire suppression costs resulting from prescribed fire (management ignited prescribed fire and prescribed natural fires), which were ignited or allowed to burn by or at the direction or under the supervision of an agency, shall be the responsibility of that agency.
6. To the extent allowable by law, the books, records, documents, and accounting procedures and practices of each agency relevant to this agreement are subject to examination by the other agency and by legislative auditor or comptroller general, as applicable.



## **VII. Special Provisions**

1. The DNR will provide primary detection for FWS lands using existing detection facilities and methods.
2. The DNR and a specific FWS unit may enter into special agreements concerning the subject matter of this agreement. Any special agreement shall be attached as an addendum to this agreement. In the event of a conflict between the terms of this agreement and those of a special agreement, the provisions of this agreement shall control.
3. No member of or delegate to Congress, or resident commissioner shall be admitted to any part of this agreement, or to any benefit that may arise therefrom.
4. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on discrimination and will not discriminate against any person because of race, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, religion, sex or national origin.
5. Nothing in this agreement shall be construed as binding either agency to expending any sum in excess of appropriations available.
6. This agreement, with any attachments, addenda, and referenced portions, constitutes the entire agreement between the DNR and FWS and all previous such agreements are hereby superseded.
7. Any amendment to this agreement shall be in writing, and executed and approved in the same manner as this agreement.

## **VIII. Principal contacts for this Memorandum of Agreement are:**

Rural Fire Program Coordinator  
MN DNR Forestry  
402 11<sup>th</sup> St. SE  
Grand Rapids, MN 55744

Phone: 218-327-4373  
[gene.mannelin@dnr.state.mn.us](mailto:gene.mannelin@dnr.state.mn.us)


Fire Management Officer  
U.S. Fish & Wildlife Service  
44843 County Road 19  
Odessa, MN 56276

Phone: 320-273-2191  
[dan\\_dearborn@fws.gov](mailto:dan_dearborn@fws.gov)



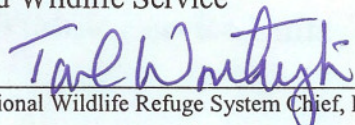
IN WITNESS WHEREOF, the agencies have executed this agreement FWS number  
301814K003 & DNR number \_\_\_\_\_ as of the last date of signature shown below:

STATE OF MINNESOTA  
Department of Natural Resources

By:   
Commissioner of Natural Resources

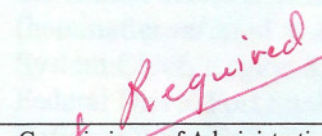
Date: 2/1/04

UNITED STATE OF AMERICA  
Department of Interior  
Fish and Wildlife Service

By:   
Acting National Wildlife Refuge System Chief, Region 3

Date: 6/30/2004

STATE OF MINNESOTA  
Commissioner of Administration

By:   
Commissioner of Administration

Date: 2/1/04

#### II. Authority.

This agreement is authorized by the Federal Fire Management Act of May 27, 1951, 42 U.S.C. § 1556 et seq., and 40 C.F.R. § 54.025, subd. 7, Contracts and 471.20, Joint Exercise of Powers.

#### III. Responsibilities of Each Agency.

##### A. FWS.

1. Unless otherwise provided in this document, the FWS and DNR will continue to have primary fire control responsibility on all lands within their respective jurisdictions.