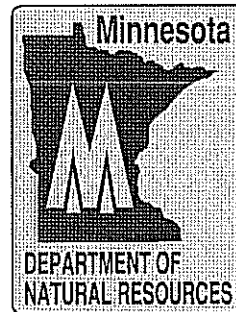


# Master Cooperative Wildland Fire and Stafford Act Response Agreement

## MINNESOTA



<p>Northeastern Area State &amp; Private Forestry DUNS number: 929332484</p>	<p>State of Minnesota Department of Natural Resources DUNS number: 879399095</p>
--	--

### FY 2014-2019

**Table of Contents**

**I. AUTHORITIES ..... 4**

**II. PURPOSE..... 5**

**III. STATEMENT OF MUTUAL BENEFITS AND INTERESTS..... 6**

**IV. INTERAGENCY COOPERATION..... 6**

    1. Direction:..... 6

    2. Local Cooperative Initiatives..... 6

    3. Joint Projects and Local Agreements ..... 6

    4. National Incident Management System ..... 7

    5. Interagency Resources..... 7

    6. Definition of Responsibilities ..... 7

    7. Methods of Fire Protection and Suppression: ..... 7

    8. Fire Prevention..... 8

    9. Public Use Restrictions..... 8

    10. Burning Permits..... 8

    11. Federal Wildland Fire Management Policy..... 8

    12. Prescribed Fire and Fuel Management..... 8

    13. Escaped Prescribed Fires ..... 8

**V. OPERATIONS ..... 9**

    15. Licensing..... 9

    16. Training ..... 9

    17. Communication Systems ..... 9

    18. Fire Weather Systems..... 9

    19. Smoke Management ..... 9

    20. Aviation Operations..... 9

    21. Shared Resources..... 9

    22. Fire Notifications ..... 10

    23. Protection Priorities..... 10

    24. Boundary Line Fires..... 10

    25. Independent Action ..... 10

    26. Appropriate Management Response..... 10

    27. Wildland Fire Decision Support System (WFDSS)..... 10

    28. Delegation of Authority..... 10

    29. Determination of Cause and Preservation of Evidence..... 10

    30. Fire Reports..... 10

    31. Post-Fire Analysis ..... 10

**VI. USE / REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES..... 11**

    32. Appropriated Fund Limitation..... 11

33. Reimbursable Assistance..... 11

34. Duration of Assignments ..... 11

35. Supplemental Fire Suppression and Cost Share Agreement ..... 12

36. Procurement..... 12

37. Loaned Equipment and Supplies..... 12

38. Billing Procedures..... 12

39. Cost Recovery..... 12

**VII. GENERAL PROVISIONS..... 12**

40. Personnel Policy ..... 12

41. Compensation for Injury or Illness ..... 12

42. Federal Employee’s Compensation Act (FECA)..... 13

43. Mutual Sharing of Information ..... 13

44. Accident Investigations..... 13

45. Non-Wildland Fire and Medical Aid Responses ..... 13

46. Employment Policy ..... 13

47. Hiring & Mobilization of State & Casual Firefighters.....13

48. Third Party Claims..... 14

49. Waiver..... 14

50. Modifications..... 14

51. Examination and Audit ..... 14

52. Civil Rights ..... 14

53. Annual Operating Plan. .... 14

54. Duration of Agreement..... 15

55. Principal Contacts.....15

56. Authorized Representatives ..... 16

Exhibit A. GLOSSARY OF TERMS.....17

Exhibit B. PRINCIPAL CONTACTS.....20

Exhibit C. OPERATING PLAN.....21

Exhibit D. (Intentionally left blank).....31

Exhibit E. SUPPLEMENTAL PROJECT PLAN (Sample).....32

EXHIBIT F .....34

Exhibit G. USE & REIMBURSEMENT FOR STAFFORD ACT RESOURCES.....35

Exhibit H. GLOSSARY OF TERMS FOR STAFFOR ACT RESPONSE.....39

\*\*\*\*\*

\*\*\*\*\*

**COOPERATIVE FIRE PROTECTION AGREEMENT**  
**Between The**  
**STATE OF MINNESOTA WEST VIRGINIA**  
**And The**  
**USDA, FOREST SERVICE, NORTHEASTERN AREA**  
**STATE AND PRIVATE FORESTRY**

This COOPERATIVE FIRE PROTECTION AGREEMENT is made and entered into by and between the State of Minnesota, Department of Natural Resources, hereinafter referred to as the "State," and the USDA Forest Service, Northeastern Area State and Private Forestry, together hereinafter referred to as the "Agencies" under the authority and provisions of the: following:

**I. AUTHORITIES**

1. *Cooperative Forestry Assistance Act of July 1, 1978, as amended (16 U.S.C. 2101) (FS)* (the basic authority for the Forest Service to provide assistance to State Foresters: FSM 1011.2)
2. *Cooperative Funds Act of June 30, 1914.* (Authorizes the Forest Service to accept money as "contributions", for cooperative work in forest investigations, or protection and improvement of the national forests).
3. *Cooperative Funds and Deposits Act of December 12, 1975, Pub. L. 94-148, 16 U.S.C. 565a1 – a3, as further authorized by Division F, Title IV, Sec. 417 of the Consolidated Appropriations Act 2008 (Pub. L. 110-161)* (Authorizes the Secretary, USDA, to enter into cooperative agreements with public or private agencies or organizations to perform forestry protection, including fire protection, for reimbursement).
4. *Department of the Interior and Related Agencies Appropriations Act, 1999, as included in P.L. 105-277, section 101(e);*
5. *Economy Act of June 30, 1932 (31 U.S.C. 1535, Pub. L. 97-258 and 98-216).* (Authorizes Federal agencies to requisition work, services, supplies, materials, or equipment from other Federal agencies).
6. *Federal Fire Prevention and Control Act of Oct 29, 1974 (Stat. 1535; 15 U.S.C. 2201).* (Authorizes reimbursement to State and local fire services for costs incurred in firefighting on Federal property).
7. *Federal Property and Administrative Service Act of 1949 (47 U.S.C. 471; et seq.)* (Created the General Services Administration (GSA) and establishes procedures for procurement and disposal of Federal Property.)
8. *Fish and Wildlife Improvement Act of 1978, as amended (16 U.S.C. 742f).* (Allows the U.S. Fish and Wildlife Service to negotiate and enter into a cooperative agreement with a partner organization, academic institution, State or local government agency, or other person to implement one or more projects or programs for a refuge or complex of geographically related refuges in compliance with the policies of other relevant authorities, regulations, and policy guidance).
9. *Granger-Thye Act of April 24, 1950, as amended (16 U.S.C. 572c).* (Authorizes the Forest Service to perform forest protection work - for reimbursement - on State, county, municipal or private lands near lands under the protection of the Forest Service).

10. *National Indian Forest Resources Management Act (P.L. 101-630, Title III) (Interior Agencies)*
11. *National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd-668ee; 80 Stat. 927) as amended.* (Provides for the administration and management of the national wildlife refuge system, including wildlife refuges, areas for the protection and conservation of fish and wildlife threatened with extinction, wildlife ranges, game ranges, wildlife management areas and waterfowl production areas. This was recently amended by P.L. 105-57, "The National Wildlife Refuge System Improvement Act of 1997.)
12. *NPS Organic Act (16 U.S.C.1) (NPS)* (An act to establish a National Park Service, and for other purposes)
13. *Protection Act of September 20, 1922 (42 Stat. 857; 16 U.S.C. 594).* (Authorizes the Secretary of the Interior to protect, from fire, lands under his/her jurisdiction and to cooperate with other Federal agencies, States, or owners of timber).
14. *Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. 1856a).* (Authorizes Secretaries of Agriculture and Interior, to enter into reciprocal agreements with other fire organizations for mutual sharing of wildfire protection resources).
15. *Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207, and Related Authorities* (Authorizes Federal and State agencies to respond to other Federal and State agencies during Presidentially-declared all-hazard emergencies).
16. *Service First MOU (FS Agreement No. NFS 06-MU-11132218-083; NPS Agreement No. NPS 1443-MU-2601001; FWS Agreement No. 98210-6-N035),* (Authorizes identified federal agencies to cooperatively conduct land management activities).
17. *Supplemental Appropriation Act of September 10, 1982 (96 Stat. 837).* (Authorizes Secretary of the Interior and Secretary of Agriculture to enter into contracts with State and local government entities, including local fire districts, for procurement of services in pre-suppression, detection, and suppression of fires on any unit within their jurisdiction).
18. *Watershed Restoration and Enhancement Act of 1998, P.L. 105-77*
19. *Minnesota Statutes 84.025 subd. 7, 89.01 subd. 4, 90.041 subd. 1 and 471.59.*
20. *Agricultural Act of 2014* (Authorizes the Secretary to support and facilitate collections and reimbursements of suppression costs for state-to-state fire protection services.)

## II. PURPOSE

The purpose of this Agreement is to document the commitment of the Agencies to this Agreement in providing for cooperation in the exchange of personnel, equipment, services and funds among the Agencies for the prevention, detection, suppression and management of wildland fire; and response to non wildland fire emergencies within the protection areas of parties signatory to this Agreement. This Agreement provides for cooperation in all aspects of wildland fire management activities, including both wildfire and prescribed fire.

Words and phrases as used herein are defined in the Glossary of Wildland Fire Terminology found on the National Wildfire Coordinating Group web-page at:  
<http://www.nwccg.gov/pms/pubs/glossary/index.htm>.

### III. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

Lands for which the State is responsible for wildland fire protection in Minnesota and the lands for which the Forest Service is responsible, are intermingled or adjacent in some areas, and wildland fires on these intermingled or adjacent lands may present a threat to the lands of the other;

The Agencies maintain fire protection and fire management organizations;

It is to the mutual advantage of the Agencies to this Agreement to coordinate efforts for the prevention, detection, and suppression of wildfires, fuels management, use of wildland fire, non wildland fire emergencies (as authorized), and cooperative projects for resource protection in and adjacent to their areas of responsibility, and to limit duplication and improve efficiency and effectiveness;

It is the intent of the Agencies signatory to this Agreement that State resources be available to assist in fire management activities on all federal lands, and on other lands upon which the Federal Agencies are responsible to protect;

It is the intent of the Agencies signatory to this Agreement that federal resources be available to assist in fire management activities on all State, tribal and private lands the State is responsible to protect; and the USFS and Department of Interior Agencies have entered into a national Interagency Agreement for Fire Management to cooperate in all aspects of fire management.

In consideration of the mutual commitments and conditions herein made, it is agreed as follows:

### IV. INTERAGENCY COOPERATION

#### 1. **Direction**

All aspects and clauses of this agreement are constrained to apply within the limits of laws, regulations and policies that apply to each partner agency.

#### 2. **Local Cooperative Initiatives**

Agencies will encourage and support local cooperative initiatives that enhance cooperation and improve coordination and efficiencies.

#### 3. **Joint Projects and Local Agreements**

The State and/or any of the Federal Agencies may jointly conduct mutual interest projects, within their statutory authority and policy, to maintain or improve the fire management capability of the agencies. These projects may be in such activities as suppression, dispatch, prevention, investigation, pre-attack planning, fuels management, prescribed fires, aviation operations, fire operations, training, fire management analysis and planning, ignition management planning, fire area rehabilitation, public affairs, pre-suppression land rehabilitation, wildland/urban interface fire coordination and other beneficial efforts. Such projects will be documented in operating plans, project plans, local agreements, or other

appropriate written documents. Documentation will include the objectives, role of each agency, and each Agency's share of costs.

Project plans may be executed by Unit Administrators of the agencies to this Agreement. Such local arrangements shall not be in conflict with the terms of this Agreement.

**4. National Incident Management System**

The Agencies to this Agreement will operate under the concepts defined in the Department of Homeland Security's (DHS) *National Incident Management System* (NIMS). In implementing these concepts, Agencies to this Agreement will be expected to follow the National Wildfire Coordinating Group's (NWCG) National Interagency Incident Management System (NIIMS) minimum standards as defined in the *Wildland Fire Qualifications Systems Guide* (PMS-310). These NWCG minimum standards are DHS NIMS compliant. The following NIMS concepts will be followed as they are implemented: Incident Command System (ICS), qualifications system, training system, the management of publications, and participating in the review, exchange and transfer of technology as appropriate for providing qualified resources, and for the management of incidents covered by this Agreement.

**5. Interagency Resources**

Interagency funding, staffing, and utilization of resources and facilities will be pursued by all parties to this Agreement whenever an interagency approach is appropriate and cost effective. Shared staffing and funding will be commensurate with each Agency's use of resources, will be agreed to and documented in local operating plans, and will be subject to the availability of appropriations.

**6. Definition of Responsibilities**

The Agencies to this Agreement shall be distinguished as follows:

**Jurisdictional Agency** - The Agency having overall land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal or state law. Under no circumstances will a jurisdictional Agency abdicate legal responsibilities as provided by federal or state law.

**Protecting Agency** - The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified by federal or state law, contract or agreement.

**Supporting Agency** - An Agency providing suppression or other support and resource assistance to a protecting agency.

**7. Methods of Fire Protection and Suppression:** One agency may provide fire protection services on lands under the jurisdiction of another, within their authority and as authorized by law. The following are different methods to provide those services (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.):

a. **Reciprocal (Mutual Aid) Fire Protection:** As deemed appropriate, the Agencies may, by agreement in operating plans, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility. (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

- b. **Reimbursable (Cooperative) Fire Protection:** The Protecting Agency may request suppression resources of other Agencies for its protection work. Such resources shall be paid for by the Protecting Agency. *See Exhibit C, Annual Operating Plan.*
- c. **Exchange (Offset) Fire Protection:** (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)
- d. **Contract (Fee Basis) Fire Protection:** (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

8. **Fire Prevention**

The Agencies may cooperate in the development and implementation of fire prevention programs. The Agencies to this Agreement may pool resources and share costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

9. **Public Use Restrictions**

(Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

10. **Burning Permits**

(Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

11. **Federal Wildland Fire Management Policy**

(Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

12. **Prescribed Fire and Fuel Management**

The Agencies may cooperate in the development and implementation of prescribed fire and fuels management programs. Any Agency within this Agreement may provide assistance to another Agency as requested and agreed to for the purposes of performing prescribed fire or other fuels management work. Conditions of the assistance and details related to reimbursement will be agreed to and documented, through the procurement or project plan process. (Refer to MNICS Reciprocal Cooperative Agreement for details related to local issues within this subsection.)

13. **Escaped Prescribed Fires**

Wildfire resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of an Agency to this Agreement shall be the responsibility of the jurisdictional Agency. Unless otherwise agreed, all suppression costs are the responsibility of the jurisdictional Agency. (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

14. **Wildland Fire Used for Resource Benefit**

The Agencies may cooperate in the development and implementation of Wildland Fire Use projects. (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)



## V. OPERATIONS

### 15. Licensing

Drivers and equipment operators will hold appropriate operating licenses to meet state and federal laws. Employees of the agencies to this Agreement may operate each other's vehicles provided the operator is qualified by the current operating guidelines and training requirements of their own Agency. Driving will be for official purposes only

### 16. Training

The Agencies will cooperate to assure that training needs are provided that will produce safe and effective fire management and aviation programs. The intent is to champion high quality training, to minimize training costs by sharing resources, and to standardize training.

### 17. Communication Systems

The Agencies may mutually agree to allow one another the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the agencies. Such agreement shall be approved only by Agency authorized personnel.

### 18. Fire Weather Systems

The Agencies to this Agreement may cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and the joint use of computer software. The National Fire Danger Rating System (NFDRS) is the common and agreed upon fire danger rating system for the Eastern Geographic Area

### 19. Smoke Management

Within their authorities, the Agencies to this Agreement will cooperate in smoke management programs where applicable.

### 20. Aviation Operations

The Agencies to this Agreement agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. When either Agency requires aviation resources other than those assigned to them, or available through other agreements, shall order additional resources through the Eastern Area Coordination Center. Each Agency will conduct aviation operations in compliance with their own manuals, guides and/or handbooks. Only Forest Service or Aviation Management Division (AMD, formerly OAS) certified aircraft and pilots will be used for transporting federal employees. Aerial operations conducted by the State will follow state regulations except in joint operations with federal resources, or on a federal mission.

### 21. Shared Resources

Agency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities may be pursued wherever a reciprocal approach is appropriate and cost effective. Staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and included in the Operating Plan.

**22. Fire Notifications**

Each Agency will promptly notify the appropriate protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility. (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

**23. Protection Priorities**

The protection of human life is the single, overriding suppression priority. Setting priorities among protecting human communities and community infrastructure, other property and improvements, and natural and cultural resources will be done based on human health and safety, the values to be protected and the costs of protection. Once people have been committed to an incident, these human resources become the highest value to be protected. (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

**24. Boundary Line Fires**

(Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

**25. Independent Action**

(Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

**26. Appropriate Management Response**

All fire suppression action conducted on lands of another Agency shall be consistent with that Agency's fire suppression policy and the terms of this Agreement.

**27. Wildland Fire Decision Support System (WFDSS)**

The Federal Agencies' policies require that the web-based Wildland Fire Decision Support System be completed for all fires on Federal land, not just those escaping initial attack. This procedure requires Federal Agency unit administrator participation.

**28. Delegation of Authority**

Operating Plans will document procedures and criteria for Unit Administrators to specify direction, authority, and financial management guidelines to Incident Commanders for large incidents. (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

**29. Determination of Cause and Preservation of Evidence**

As initial action is taken on a fire, the initial attack forces, regardless of whether they are Jurisdictional Agency, Protecting Agency or Supporting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire.

**30. Fire Reports**

(Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

**31. Post-Incident Analysis**

To benefit from lessons learned on all-hazard incidents falling under the terms of this Agreement, the Agencies may conduct post-incident analyses. Such critiques or reviews will be conducted jointly by the State and/or the affected Federal Agency(s). These analyses may be requested by the Jurisdictional, Supporting, or Protecting Agencies.

## VI. USE / REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

### 32. Appropriated Fund Limitation

Nothing herein shall be considered as obligating any Agency to this Agreement to expend funds, or as involving the United States, or the State of Minnesota, in any contract or other obligation for the future payment of money in excess of or in advance of appropriated funds available for payment to meet the commitments of this Agreement and modifications thereto, except as specifically authorized by law.

### 33. Reimbursable Assistance

Reimbursable Assistance refers to those fire suppression resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through automatic or mutual aid systems and must be recorded by the resource order process within the dispatching systems of both the Protecting Agency and Supporting Agencies or documented by the Incident Commander in the fire report. Resources not documented in this manner are not reimbursable. Except as otherwise provided, all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to:

- a. Agency costs for transportation, salary, benefits, overtime, hazard pay, and per diem of individuals assigned to the incident or project.
- b. Additional costs for dispatching, warehousing or transportation services supporting a resource order.
- c. Costs for refurbishing the State's fire cache equipment upon return from an incident, which includes: replacement of damaged equipment, and cleaning costs for, Nomex clothing, Personal Protective Equipment (PPE), and sleeping bags.
- d. Cost of equipment in support of the incident, contract equipment costs and operating costs for agency equipment as identified in this Annual Operating Plan, (if applicable)
- e. Operating supplies for equipment assigned to the incident such as fuel, oil, and equipment repairs.
- f. Aircraft, airport fees, and retardant costs.
- g. Agency-owned equipment and supplies lost, damaged, or expended by the supporting agency.
- h. Cost of reasonable and prudent use of supplies expended in support of the incident.
- i. Charges from the state-provided resources such as inmate crews, National Guard resources, and county and local resources.
- j. Indirect costs, as specified in this Annual Operating Plan

The resources of the State of Minnesota, are defined as cooperators, not contractors for the purposes of fire management activities

### 34. Duration of Assignments

Consideration must be given to the health and safety of personnel when assigned to fires. The Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall adhere to work/rest policies of respective responding Agencies.

**35. Supplemental Fire Suppression and Cost Share Agreement**

Whenever multiple jurisdictions are affected due to the placement of a fire, the agencies involved will develop and implement a Supplemental Fire Suppression and Cost Share Agreement. (Refer to MNICS Reciprocal Cooperative Agreement for details related to this subsection.)

**36. Procurement**

The State receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the State is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency), the State will comply with State laws and regulations covering procurement. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency.

**37. Loaned Equipment and Supplies**

Equipment and supplies, (i.e. commonly used fire cache items such as pumps, hoses, nozzles, etc.) loaned to another Agency shall become the responsibility of that Agency, and shall be returned in the same condition as when received, reasonable wear and tear excepted. Notwithstanding the general waiver of claims against each other in clause #50, the Agencies agree that the Protecting Agency shall pay or reimburse for damage in excess of normal wear and tear, and shall replace or reimburse items lost or destroyed, except for damages occurring as a result of negligence by the Supporting Agency.

**38. Billing Procedures**

Specifics for billing procedures will be detailed in Exhibit C, Annual Operating Plan.

**39. Cost Recovery**

The Authorized Representatives of affected agencies will attempt to reach mutual agreement as soon as possible after an incident on the strategy that will be used to recover suppression costs and damages from the individuals liable for such costs and damages. Such strategy may alter interagency billing procedures, timing and content as otherwise provided in this Agreement. Any Agency may independently pursue civil actions against individuals to recover suppression costs and damages. In those cases where costs have been recovered from an individual, reimbursement of initial attack, as well as suppression costs to the extent included in the recovery, will be made to the Agency taking reciprocal action.

**VII. GENERAL PROVISIONS**

**40. Personnel Policy**

Employees of the Agencies to this Agreement shall be subject to the personnel rules, laws and regulations of their respective agencies, unless they are employed temporarily by another agency to this Agreement and the authority under which such temporary employment is authorized provides that such employees shall be subject to the employing agency's personnel laws and regulations.

**41. Compensation for Injury or Illness**

Agencies to this Agreement will follow the guidelines for compensation that have been established in the Interagency Incident Business Management Handbook. Initial costs for

medical treatment provided for injury or illness suffered by responders under this Agreement will generally be borne by the responder's respective Agency's Office of Workers' Compensation Program (OWCP) at the time the medical service is provided.

Expenses for Workman's Compensation are reimbursable costs and will be borne by the Protecting Agency. (See Exhibit C, Operating Plan.)

**42. Federal Employee's Compensation Act (FECA)**

All federal employees, casuals, and personnel covered by a written agreement that contains FECA authorities, who sustain job-related injuries and illnesses in the performance of duty, are covered by FECA (20 CFR 10). State employees are not covered under FECA unless they have been hired as Federal AD firefighters.

**43. Mutual Sharing of Information**

Subject to applicable state and federal rules and regulations, including the Privacy Act, agencies to this Agreement may furnish to each other, or otherwise make available upon request, such maps, documents, GIS data, instructions, records, and reports including, but not limited to, fire reports, employment records, and investigation reports as either Agency considers necessary in connection with the Agreement.

**44. Accident Investigations / Facilitated Learning Analysis (FLA)**

When an accident occurs involving the equipment or personnel of a supporting Agency, the protecting Agency shall take immediate steps to notify the jurisdictional and supporting agencies. As soon as practical, the protecting Agency shall initiate an investigation / FLA of the accident. The investigation/FLAs shall be conducted by a team made up of representatives from affected Agencies, as appropriate.

**45. Non-Wildland Fire and Medical Aid Responses**

This Agreement is limited to wildland fire protection and non wildland fire emergencies as authorized under the Robert T. Stafford Act; but does not include medical responses. This Agreement does not preclude agencies from supporting one another in emergency situations as provided by their respective statutory authority, policies, or other agreements.

**46. Employment Policy**

It is agreed that employees of the parties to this Agreement shall at all times be subject to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

**47. Hiring and Mobilization of State and Casual Firefighters**

The Agencies to this Agreement will follow the current guidelines for hiring State Employees and "Casual Firefighters" (ADs), as are established in the Interagency Incident Business Management Handbook (IIBMH) and the Eastern Area Coordinating Group (EACG).

Resources dispatched through this Agreement, will not include "Supplemental Fire Department Resources" which are defined as: "*Overhead tied to a local fire department generally by agreement who are mobilized primarily for response to incidents/wildland fires outside of their district or mutual aid zone. They are not a permanent part of the local fire organization and are not required to attend scheduled training, meetings, etc. of the*

*department staff.”* Resource personnel will be limited to: State / Federal, fulltime, part-time, seasonal or contractual agency employees. All other non-agency personnel will be hired as Federal AD Firefighters in accordance with the current AD Pay Plan, (IIBMH)

**48. Third Party Claims**

Any liability to third parties which may arise under the performance of this Agreement shall be determined solely under the Federal Tort Claims Act as to the Federal Agencies; and under the Laws of the state of Minnesota as to the State.

**49. Waiver**

It is mutually agreed that the Agencies shall each be responsible for their own losses arising out of the performance of this Agreement and each Agency hereby waives any claim against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement; provided, this provision shall not relieve any Agency from responsibility for claims of third parties for losses for which the Agency is otherwise legally liable. Third party claims will be processed by the protecting agency.

As authorized within the provisions of: 42 USC Chapter 15A – Reciprocal Fire Protection Agreements; this Agreement provides for the reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.

The Stafford Act shall govern liability issues arising with regard to response actions under that Act.

**50. Modifications**

Modifications within the scope of this Agreement shall be made by mutual consent of the Agencies, by the issuance of a written modification, signed and dated by all Agencies, prior to any changes being performed. No Agency is obligated to fund any changes not properly approved in advance.

**51. Examination and Audit**

Federal Agencies and the State shall be subject to examination and audit for 3-years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

**52. Civil Rights**

The Cooperators shall comply with all Minnesota State and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 – 1683, and 1685 – 1686) which prohibits discrimination on the basis of sex.

**53. Annual Operating Plan**

An Annual Operating Plan will be prepared and revised by the signatories to this agreement prior to each spring fire season. It will include more specific and current descriptions of how the parties will coordinate and implement the various operational and financial aspects of this agreement. Examples include maps of protection areas, organizational contact

information, a financial plan and descriptions of protocols related to fire prevention, public use restrictions, and burning permits.

**54. Duration of Agreement**

The term of this Agreement shall commence for each agency upon the date of their signature below and shall continue for 5-years, unless terminated earlier. Any party shall have the right to terminate this Agreement upon 30-days written notice to all parties

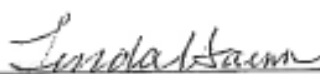
**55. Principal Contacts**


State Program Contact	State Administrative Contact
<p><b>Minnesota Department of Natural Resources</b>  <b>Ron Stoffel</b>                      Wildfire Suppression Supervisor                      402 11<sup>th</sup> St. SE                      Grand Rapids, MN 55744                      Phone 1 218-327-4587                      Phone 2 218-244-1091                      Fax 218-327-4527  <a href="mailto:Ron.stoffel@state.mn.us">Ron.stoffel@state.mn.us</a></p>	<p><b>Kristie Prahl</b>                      Minnesota Interagency Fire Center                      402 SE 11th St.                      Grand Rapids, MN 55744                      Tel.: (218) 327-4572</p>

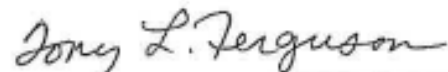
USFS NAS&PF Program Contact	USFS NAS&PF Administrative Contact
<p>Bob Hartlove                      Fire Operations / Safety Officer                      USDA-Forest Service, NA S&amp;PF                      11 Campus Boulevard, Suite 200                      Newtown Square, PA 19073                      Office: (610)-557-4161                      Cell: (610)-557-4154  <a href="mailto:rhartlove@fs.fed.us">rhartlove@fs.fed.us</a></p>	<p>Linda Haenn                      Grants &amp; Agreements Specialist                      USDA-Forest Service, NA S&amp;PF                      11 Campus Blvd., Suite 200                      Newtown Square, PA 19073                      Office: 610-557-4238  <a href="mailto:lhaenn@fs.fed.us">lhaenn@fs.fed.us</a></p>

**56. Authorized Representatives**

By signature below, all signatories to this agreement certify that the individuals (Agency Representative, Agency Administrator, Unit Administrator) listed in this document are authorized to act in their respective areas for matters related to this Agreement.

The authority and format of this instrument have been reviewed and approved for signature	
	3/5/14
Linda Haenn NA S&PF Grants & Agreements Specialist	Date:

	3/6/14
FORREST BOE State Forester Department of Natural Resources State of Minnesota	Date

	3/5/2014
TONY L. FERGUSON Area Director Northeast Area	Date



## EXHIBIT A

### MASTER COOPERATIVE WILDLAND FIRE MANAGEMENT AGREEMENT GLOSSARY OF TERMS

Note that terms relating to Stafford Act responses are found in a separate glossary, Exhibit H.

**Agency Representative:** This Incident Command System position serves as the point of contact for an assisting or cooperating agency which has been delegated authority to make decisions on all matters affecting that agency's participation at the incident and reports to the Liaison Officer.

**Agency Administrator:** Officials who are signatories to this Agreement, as follows: Forest Service, Area Director / Forest Supervisor, State Forester.

**Boundary Line Fire:** Fire occurrences on lands of intermingled and/or adjoining protection responsibilities.

**Closest Forces Concept:** Dispatch of the closest available initial attack suppression resources regardless of which agency they belong to, and regardless of which agency has protection responsibility.

**Escaped Fire:** A fire which has exceeded, or is expected to exceed initial attack capabilities or prescription.

**Fee Basis Acquisition of Services:** One agency provides fire management services on the lands under the jurisdiction of another and payment is provided for the service. For a given fee, one agency can become the protecting agency for the other. The fee (or cost) is the price for the work agreed to be performed on each acre of land.

**Fire Management Activities and/or Services:** Any or all activities that relate to managing fire or fuels on lands under the jurisdiction of any agency to this Agreement. Activities include, but are not limited to: suppression, prescribed fire/fuels management, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts.

**Geographic Area Coordination Center (GACC):** The physical location of an interagency, regional operation center for the effective coordination, mobilization and demobilization of emergency management resources.

**Indirect Cost:** A fixed percentage rate as determined by a process provided for in the Indirect Cost Negotiation Agreement as in Office of Management and Budget (OMB) Circular A-87, to recover those costs that cannot be directly charged to the project. The rate will be specified in the Annual Statewide Operating Plan.

**Initial Attack Period:** The first 24 hours, or by written local agreement.

**Initial Attack Zone:** An identified area in which predetermined resources would normally be the initial resource to respond to an incident.

**Interagency:** Involvement of two or more agencies to this Agreement.

**Jurisdictional Agency:** The Agency having land and resource management and/or protection responsibility for a specific geographical or functional area as provided by federal, state or local law.

**Offset:** Exchange of fire management services in specific locations that is anticipated to be approximately equal value between Agencies.

**Operating Plan – Geographic Area:** A plan which will include all Geographic Area considerations. This will be developed at the Geographic Area level and approved by the Coordinating Group member agencies.

**Operating Plan - Annual:** A plan which will include all statewide considerations. This will be developed at the state level and approved by affected federal and state agencies.

**Preparedness:** Activities that lead to a safe, efficient, and cost effective fire management program in support of land and resource management objectives through appropriate planning and coordination.

**Prescribed Fire:** Any fire ignited by management actions to meet specific objectives.

**Prevention:** Activities directed at reducing the incidence of fires, including public education, law enforcement, personal contact and the reduction of fuel hazards (fuels management).

**Procurement Documents:** Agency specific financial obligation documents.

**Protecting Agency:** The Agency responsible for providing direct incident management and services to a given area pursuant to its jurisdictional responsibility or as specified and provided by federal or state law, contract, agreement,.

**Protection:** The actions taken to limit the adverse environmental, social, political, and economical effects of fire.

**Protection Area:** That area for which a particular fire protection organization has the primary responsibility for attacking and uncontrolled fire and for directing the suppression actions.

**Protection Boundaries:** The exterior perimeter of an area within which a specified fire agency has assumed a degree of responsibility for wildland fire control.

**Protection Area Maps:** Official maps which identify areas of direct fire protection responsibility for each agency.

**Reciprocal Fire Suppression:** Reciprocal fire suppression is the act of helping the protecting Agency, at no cost for the first 24 hours or by written agreement, to suppress wildfires. Reciprocity is attained by agreeing among agencies regarding the kind, location and numbers of firefighting resources which will automatically be made available as part of the initial response to a wildfire, regardless of the protecting Agency. The kind, locations, and numbers of resources which constitute reciprocity are defined in or through local operating plans. Reciprocity may be thought of as the implementing mechanism of the closest forces concept.

**Reimbursable Costs:** All costs associated with operations and support ordered on a resource order or project plan by or for an incident or project within the provisions of this Agreement. Such costs may include, but are not limited to, the following: (see Exhibit C. Annual Operating Plan for refined definition)

**Supporting Agency:** An agency providing suppression or other support and resource assistance to a protecting agency.

**Suppression:** All the work of extinguishing or confining a fire beginning with its discovery.

**Third Party:** A municipal or rural fire district that does not have a local agreement with a federal agency but is formally recognized by their respective state and has entered into a local agreement with the state for fire management services.

**Unit Administrator:** The individual assigned administrative responsibilities for an established organizational unit, such as District Ranger for the Forest Service, District Manager for the State.

**Wildfire:** An unplanned, unwanted wildland fire, including unauthorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects and all other wildland fires where the objective is to put the fire out.

**Wildland Fire:** Any non-structure fire, that occurs in the wildland. Three distinct types of wildland fire have been defined and include **wildfire, wildland fire use and prescribed fire.**

**Exhibit B.**

**Principal Contacts**

PRINCIPAL PROJECT CONTACTS. The principal project contacts for this instrument are as follows. These points of contact will review this Agreement at least annually.

State of Minnesota
Ron Stoffel
Wildfire Suppression Supervisor
<b>Minnesota Department of Natural Resources</b>
402 11 <sup>th</sup> St. SE
Grand Rapids, MN 55744
Phone: (218-327-4587
Cell: (218-244-1091
E-Mail: <a href="mailto:Ron.stoffel@state.mn.us">Ron.stoffel@state.mn.us</a>

Forest Service - Northeastern Area S&PF
Owen Martin
Assistant Director, Fire and Aviation
USDA-Forest Service
11 Campus Blvd, Suite 200
Newtown Square, PA 10973
Phone: (610) 4180
FAX: (610) 557-4154
E-Mail: <a href="mailto:omartin01@fs.fed.us">omartin01@fs.fed.us</a>