

COOPERATIVE FOREST FIRE AGREEMENT FOR INITIAL ATTACK ON
BOUNDARY FIRES BETWEEN THE MINNESOTA AND WISCONSIN
DEPARTMENTS OF NATURAL RESOURCES

This Cooperative Agreement shall be consistent and in accordance with the Great Lakes Forest Fire Compact Agreement, which is made a part of this agreement by reference, and is entered into by the Wisconsin Department of Natural Resources (WDNR) and the Minnesota Department of Natural Resources (MDNR) to address action to be taken by the WDNR and MDNR on forest fires in the area of the boundary between the states of Minnesota and Wisconsin. It is entered into and under the authority of s. 88.041 Minn. Stats., and ss. 23.09(2)(g), 23.09(2)(h), 26.11 and 28.07, Wis.Stats. It implements the intent of the Great Lakes Forest Fire Compact Operations Plan. As provided in Article VII of the Compact Agreement, personnel shall be considered employees of the sending state for payment of compensation to injured employees and death benefits to the representatives of deceased employees injured or killed giving aid to another state.

I. DEFINITIONS

The following definitions will apply for the purpose of this agreement:

Agency or Agencies - refers to either the MDNR or the WDNR.

Assisting Agency - refers to the Agency providing initial attack and fire suppression on forest fires outside of its own state.

Boundary Fire – any forest fire occurring within five (5) miles of the boundary between Minnesota and Wisconsin, and shall also include the designated areas of blowdown resulting from the July 1, 2011 and July 19, 2011 storm events within the following counties and townships:

1. Wisconsin
 - a. Douglas County: Townships of Solon Springs, Gordon, Wascott and Dairyland
 - b. Washburn County: Townships of Minong, Brooklyn, Casey and Chicog
 - c. Burnett County: Townships of Blaine, Swiss, Webb Lake, Scott, Jackson, Oakland, Union, West Marshland, Lincoln, Meenon, Wood River and Grantsburg
 - d. Polk County: Township of Sterling
2. Minnesota
 - a. Pine County: Townships of Nickerson, New Dosey, Arna, Wilma, Ogema, Clover, Arlone, Crosby, Munch, Chengwatana, Pine City, City of Rock Creek Township

Forest Fire – means uncontrolled, wild, or running fires occurring on forest, marsh, field, cutover, or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild, or running fires occurring on forest, marsh, field, cutover or other lands.

Fire Suppression – refers to the action on forest fires of the WDNR or MDNR personnel and/or volunteers, beginning with initial attack and continuing through extended attack until the forest fire is out.

Initial Attack – is the complement of personnel, equipment, and tactics normally applied to original suppression of a forest fire under existing conditions.

Extended Attack – is the complement of personnel, equipment, and tactics normally applied to the control, holding, and mop-up that begins after initial attack and up to complete extinguishing of the forest fire.

Primary Agency - refers to the Agency that has responsibility and jurisdiction for initial attack and fire suppression on forest fires within its own state.

Prescribed Burn – refers to the management tool of setting fire to a predetermined area for the purpose of managing or manipulating vegetation to achieve specific management objectives. Prescribed burns are set, controlled and extinguished according to a written plan.

II. DETECTION

Aerial detection schedules and patterns shall be set by each Agency and also are available upon request. Forest fires observed in the neighboring state will be reported to that state's Agency in the manner requested at the annual meetings. This may include legal descriptions and GPS coordinates. Detection aircraft may make closer inspections of boundary fires after receiving clearance from their respective dispatcher (note that low altitude waivers are not valid out-of-state). Detection aircraft of the WDNR or MDNR will notify the respective neighboring state's aircraft of the inspection that is being made.

III. SUPPRESSION

A. Each Agency has responsibility and jurisdiction for initial attack within its own state. Initial attack may be made by an Assisting Agency on a boundary fire upon request of the Primary Agency. When the location of the boundary fire is unclear, initial attack may be made by either Agency or both Agencies until jurisdiction is determined.

B. Requests for support of the Assisting Agency on initial attack on forest fires clearly known to be within the jurisdiction of the Primary Agency be directed to:

1. the appropriate Area Dispatcher for the Assisting Agency; or

2. If contact cannot be made at the Area Dispatch level, contact shall be attempted at as high a level as necessary to effect dispatch, or
3. If no contact can be made, the initial attack resource having knowledge of the fire should initiate action while continuing to attempt contact. If no contact is made during the life of the incident, follow up contact should be made as soon as possible to complete necessary administrative actions.

C. Extended Attack

Should the initial attack fail to contain the forest fire, resources may continue to be shared between Agencies on the incident if conditions within the Assisting Agency's state permit it. Further, if weather conditions and resource availability are acceptable, resources may be shared between Agencies for extra period forest fires and mopup at the discretion of the Assisting Agency.

The decision point for extended attack cooperation will be at the Manager level in the Assisting Agency and the costs will be dealt with in the same manner as for initial attack. Notification of extended attack resource commitments under this agreement will be made as soon as possible to Minnesota Interagency Fire Center (MIFC) in Minnesota and to the Director of the Bureau of Forest Protection or designee in Wisconsin.

Dispatching for these resources will be through the Dispatch Group in Wisconsin and the Area Office Dispatcher in Minnesota.

D. Shared Aircraft Operations

Use of aircraft across the Wisconsin/Minnesota boundary will be determined on an annual basis consistent with the internal policies of the Agencies. Dispatching details will be determined at the annual meeting each year prior to March 15. The meeting shall be hosted by MDNR in odd numbered years and WDNR in even numbered years.

1. Expenses

All suppression aircraft expenses shall be paid by the Primary Agency including but not limited to suppression agent, air hours and standby time, and other support required resources from the initial request time until return of that aircraft to its home base.

2. Operational Zone Maps

Operational zone maps and plat books shall be exchanged or updated at the annual air operations meeting held by Minnesota each spring.

3. Operations

Forest fire air operations shall be accomplished through or conducted in accordance with the guidelines of Chapter 60 of the Aircraft Operations Handbook (9248) of the WDNR and the MDNR air operations guidelines. Each Agency shall provide a copy of these guidelines to the other annually at the Great Lakes Forest Fire Compact Air Operations Committee meeting prior to April 1.

E. Additional Provisions

1. As early as is practicable the Primary Agency shall take over initial attack or fire suppression of a forest fire if attacked by the Assisting Agency, and release the Assisting Agency's resources when no longer needed. Turnover will be documented in writing, and be dated, timed, and signed by both Incident Commanders.
2. Law enforcement forest fire investigation information shall be collected and reported to Primary Agency. Information regarding any fire cause shall be collected and reported whether or not fire suppression action is taken.
3. Information relating to all times recorded shall be provided by Assisting Agency to the Primary Agency. Appropriate law enforcement and fire investigation personnel should be requested in a timely manner.
4. Information regarding burning restrictions shall be exchanged between Agencies at the annual meeting and as they occur during the season.
5. Pertinent information concerning situations that might result in forest fires (i.e., severe weather, defective railroad engines, etc.) should be reported and exchanged between the Agencies immediately to alert each Agency to the possibility of additional ignitions. Information regarding planned prescribed burns should also be exchanged. Reports should be made to the appropriate dispatch centers identified by each Agency.
6. Reimbursement billings for costs of suppression shall be made pursuant to Article VII of the Great Lakes Forest Fire Compact Agreement. Reimbursement billings should be submitted to the Primary Agency for payment within 90 days of the resources returning to the state of the Assisting Agency. Reimbursement shall be made within 90 days of submission of the request. Minor initial attack and fire suppression costs incurred for a period of up to two hours, with the exception of aircraft suppression resources, may be waived by the Assisting Agency. When billings are submitted they will cover the time from dispatch to release of the suppression resources.

Reimbursement billings for costs of suppression shall be submitted to the following individuals from each respective agency:

WDNR:
Chad Gottbeheit
Fire Operations Specialist
2510 Maple Street
Plover, WI 54467
Phone: 715-346-1101

MDNR:
Ron Stoffel
Wildfire Suppression Supervisor
402 11th ST SE
Grand Rapids, MN, 55744
Phone: 218-322-8682

IV. FOREST FIRE REPORT

The Assisting Agency shall provide the Primary Agency with initial attack information as requested.

V. COMMUNICATIONS

Each Agency agrees to use its own communications systems and frequencies within its own organization. Communication between stations in different states should normally be by telephone. Frequency 154.295 MHz will be the common means of mobile communication between Agencies at the scene of the forest fire. Each Agency authorized to use the other's frequencies when responding to a request in the Primary Agency's jurisdiction. Separate written permission must be obtained to install any frequency other than 154.295MHz. On scene tactical frequencies will be assigned when possible.

VI. FOREST FIRE PREVENTION

The Agencies agree to coordinate news releases with the other Agency, especially regarding the geographic applicability of information released. A committee shall be established to coordinate forest fire prevention messages through the Duluth and Minneapolis/St. Paul media. That committee shall include representation from MDNR, WDNR, the USDA Forest Service and the U.S. Department of Interior National Park Service.

VII. PRESCRIBED BURNING

Each Agency agrees to cooperate as requested, as available, on prescribed burns of the other Agency within the boundary area at no cost to the Primary Agency.

Nothing herein contained shall be construed as binding any party hereto to expend any sum in excess of available appropriations.

It is understood that for the purposes of worker's compensation coverage, employees working on prescribed burns will be considered employees of their own Agency.

The MDNR and WDNR each agree to accept the training, qualification and fitness standards of the other Agency as they pertain to prescribed burning. If the Primary Agency requires additional safety equipment/supplies standards than the assisting Agency, it is the responsibility of the Primary Agency to supply the required equipment/supplies and training.

A prescribed burn plan will be written for each burn project by the Primary Agency. This plan will be made available on request to the assisting Agency prior to burn implementation.

For each project, the supporting Agency shall provide a "Chief of Party" for all personnel requested. The Chief of Party will be responsible for coordination between the MDNR and WDNR, and will provide for the general oversight and safety of his or her Agency's personnel involved with the project.

VIII. INFORMATION EXCHANGE


Rosters with telephone numbers, pager number, e-mail addresses, plat books, maps (including information on environmentally or culturally sensitive areas), and operations plans shall be exchanged and updated annually. Visits to local facilities of the other Agency are encouraged. Each Agency shall notify the other when training is available.

IX. DURATION

This agreement shall go in effect upon the date of the last signature and remain in effect for a period of five (5) years from that signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below to be bound thereby.

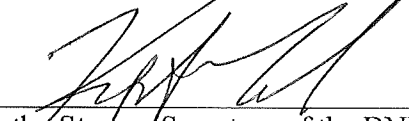
APPROVED – MINNESOTA DNR



Forrest Boe
Director
DNR, Division of Forestry

3/16/17
Date

APPROVED – WISCONSIN DNR



Cathy Stepp – Secretary of the DNR

4/7/17
Date