

OPERATING PLAN
FOR
SHARED PROTECTION RESPONSIBILITIES
BETWEEN
STATE OF MINNESOTA DEPARTMENT OF NATURAL RESOURCES
AND
USDA FOREST SERVICE
SUPERIOR NATIONAL FOREST

Revised
4-19-07

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I. OBJECTIVE

Cooperative Agreement 07-FI-11090903-011 speaks to the purpose of providing effective and economical protection of life and property. This Operating Plan outlines cooperative fire protection between the Minnesota Department of Natural Resources Forestry (DNR or State), and the Superior National Forest (Forest Service). This document identifies specific implementation actions and responsibilities consistent with Cooperative Agreement 07-FI-11090903-011 and operates under the authorities listed.

II. MAP OF LANDS TO BE PROTECTED

The maps (Attachment A) show the Forest Service Protection Boundary and those lands protected by State of Minnesota protection forces within the National Forest Boundary. It is agreed by both agencies that no imbalance exists due to offsetting services provided by the DNR.

III. PROTECTION RESPONSIBILITIES

Each agency agrees to provide fire protection to the other agency's fire protection lands within the boundaries of the agreed on fire protection boundaries, as they would to their own protection lands. The maps in Attachment A, delineate each agency's fire protection boundaries.

IV. EXCHANGE OF FIRE PLANS AND ROSTERS

By April 15, the State and the Forest Service will provide one another with their respective rosters of personnel. The MNICS Mobilization Plan is the document that will accomplish this objective. DNR Areas and U.S.F.S. Ranger Districts are encouraged to meet, exchange personnel rosters, fire fighting equipment lists, and operational plans.

In addition, the Superior National Forest and DNR Area Forestry Offices will provide copies of their fire plan to the appropriate Forest Dispatch, Ranger Districts, DNR Region Offices, and DNR Forestry Area Offices as listed below. These plans should show personnel and equipment staffing guidelines, detection schedules, and an itemized breakdown of fire resources available.

The Grand Rapids Region Office and the following DNR Areas must coordinate fire activates with the Superior National Forest:

Hibbing, Orr, Tower, Two Harbors, and Cloquet Areas,

V. PREVENTION

- A. Each agency will assume responsibility for fire prevention work within its assigned protection area. In those areas or communities where representatives of both agencies are operating, the prevention work will be coordinated locally by the State Area Forest Supervisor and Forest Service District Ranger, or their

designees, to avoid duplication of efforts. MNICS Prevention Committee should identify prevention projects to be targeted for joint agency efforts.

- B. Individual burning permits will not be used by one agency for permit fires within the other agency's area of responsibility without first obtaining approval from that agency. It will be necessary for the forest officers of each agency to coordinate the issuance of permits near the border of adjoining areas. Each agency will notify the other agency when they start or stop issuing burning permits, or of any other changes made in burning regulations.

The Forest Service will use the DNR Warning of Violation, NA-01267, to document violations occurring on State and private lands within the Forest Protection Boundary. Training, on proper use of this form, will be provided by DNR personnel. When it is desired to issue a citation for a violation, not on Forest Service lands, but within the National Forest Boundaries, a DNR Forest Officer or Conservation Officer should be requested to write the citation.

- C. Railroad inspection contacts with railroad companies regarding defective equipment shall be handled by the State, regardless of the area served by any railroad, except that if a train is starting fires in the National Forest Protection Boundary, the Forest Service will take action to stop the train. The State will be properly notified of action taken and the engine number and location.
- D. Railroad Patrols: The National Forest will coordinate patrol needs with the State. Requests initiating railroad patrols, additional patrols, and the release of patrols will be channeled through the Minnesota Interagency Fire Center at Grand Rapids, with the exception of North Shore Mining patrols. Coordination with North Shore Mining will be through the Superior National Forest Dispatcher.

VI. FIRE REPORTS

Each party will exchange a fire report for any fire occurring on the other's land. Each party will provide the other with preparation guidelines that interpret data entries. The National Forest will furnish a copy to the appropriate Area Forest Supervisor. The Area Forest Supervisor will furnish one copy to the appropriate District Ranger. For a fire which crosses the boundary lines between protection areas, each agency will make a complete report of that portion within their respective areas and exchange that report with the other agency as identified above.

VII. HAZARD AREAS

Each year, prior to April 15, the Wildfire Suppression Supervisor and the Forest Service Fire Management Officer will meet with the Minnesota Interagency Fire Center Coordinator and discuss areas of high fire hazards.

VIII. AIRCRAFT

- A. The State may provide air tankers, water scooping air tankers, aerial detection and helicopter services to the Forest Service when requested. The State will station helicopters with Part 135 certification at Hibbing, Orr, Cloquet, Grand Marais or other strategic locations depending on fire conditions. Additional aircraft may be provided by the Forest Service to provide protection coverage as deemed necessary. These aircraft may be requested by the State. The location of these aircraft will be determined by conditions at the time of need. Daily aircraft status reports will be made.
- B. The Superior National Forest may furnish aerial detection services for the DNR. These flights will be made at the request of the DNR and are subject to Forest Service aircraft availability.

Whenever feasible, the State and Forest Service may have shared aerial detections services for any portion of the Superior National Forests or any State protection area in or near the Forest and share costs as mutually agreed.

Costs for aircraft owned by either the State or Forest Service will be billed as the actual flight time at current flight rates.

- C. The Forest Service has available and may provide upon request by the State, three (3) single-engine aircraft with water dropping and foam capability. Dispatch of these aircraft will be coordinated through the Superior National Forest Dispatcher. The State will pay the hourly use rate or contract rate plus other associated costs; i.e., retardant costs, transportation of float gear, mileage, per diem, salaries, daily availability, helitorch, if applicable. The State will also be charged a daily fixed ownership rate (F.O.R.) for each full day they have a Forest Service aircraft under their control. State requests for these aircraft will be through the Hibbing, Tower, Orr, Two Harbor or Cloquet Area Offices for local use. Requests for aircraft use outside of these local areas will come through the Minnesota Interagency Fire Center.

IX. INITIAL ATTACK RESOURCES

Supplemental initial attack resources may be made available between the State and Forest Service by telephone request. Requests to the Forest Service will be made to the appropriate District Ranger or to the Forest Dispatcher. Requests to the State will be made to the appropriate Area Forest Supervisor or Regional Forest Manager. The concept of "closest forces" and "fight the going fire" will be the operational norm.

X. BILLING FOR FIRE PREPAREDNESS AND SUPPRESSION ASSISTANCE

Each agency is responsible for the suppression costs within their agreed upon protection area. Assistance from the partner agency may be requested. Within the first 24 hour period, no cost for assistance by local agency personnel or engines will be billed. Specialized Equipment (such as tracked or heavy equipment), private contract equipment and personnel may be billed from the time requested. When fires burn beyond the first 24 hour period (extended attack), all costs for assistance will be billed to the agency requesting assistance following established billing procedures. Assistance rendered by detection aircraft will be billed only after the first 30 minutes of service. Suppression assistance by aircraft will be billed at the appropriate rate from the time the service is requested. In situations where the party responsible for the fire will be billed, all costs from the time of request shall be billed to the jurisdictional agency. Cost for fire preparedness will be the responsibility of each agency, unless by mutual agreement, both agencies agree to share costs.

XI. EXTENDED ATTACK RESOURCES

All requests for additional incident resources or personnel between MNICS agencies will be made through the Minnesota Interagency Fire Center (MIFC).

XII. ALL RISK INCIDENTS

All risk incidents include, but are not limited to, hazardous materials spills, tornados, floods, windstorms, search and rescue, flooding or snowstorms. All requests for resources for all risk incidents will be made through the Minnesota Interagency Fire Center. Costs will be born by the requesting agency, which will seek cost recovery from responsible parties or disaster funding, unless other mutual agreements are made by the agencies involved. Presidentially-declared emergencies and disasters are covered under this Agreement.

For Stafford Act responses, procedures and requirements established in the National Response Plan shall be utilized by Agencies to this Agreement to authorize and accomplish any required response or support tasks. Any agency requesting support pursuant to a Stafford Act response shall issue written instructions and funding limitations to any agency providing cooperation, resources or support. Mobilization activities will be accomplished utilizing established dispatch coordination concepts per the current National Interagency Mobilization Guide.

XIII. MAJOR INCIDENTS OR OUT-OF-STATE INCIDENTS REIMBURSEMENTS

When assistance is provided on a major incident or out-of-state assignments, the sending agency shall prepare a detailed invoice for all reimbursable expenses. All expenses shall be consolidated under the proper management code by each agency's appropriate staff at the Minnesota Interagency Fire Center. These reimbursements are made on authorities in

the Cooperative Agreement for MIFC, 07-FI-11090903-011, Cooperative Forest Protection Agreement, 00-FI-112442250-008-A, and any other pertinent Agreement.

XIV. PRESCRIBED FIRES

Forest Service and State 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 07-FI-11090903-012.

XV. FIRE WEATHER AND FIRE WEATHER STATIONS

The Forest Service maintains six official automated Fire Weather Stations. The Minnesota Department of Natural Resources, Division of Forestry (MN DNR Forestry), maintains seventeen similar stations. Each individual agency will be responsible for the upkeep and maintenance of the actual stations themselves as well as establishing the stations in the Weather Information Management System (WIMS) at Kansas City.

The Forest Service and the MN DNR Forestry make mutual use of each other's automated Fire Weather Stations for the management of wildland fire. It is a mutual benefit for the MN DNR Forestry to be covered under the Forest Service Agreement with the USDI Bureau of Land Management (BLM) for automated weather station maintenance.

MN DNR Forestry agrees that this is a long-term commitment that will provide stable funding to the BLM for their services and in turn provide a stable source of repair for the MN DNR Forestry weather station equipment.

The Forest Service Washington Office at the National Interagency Fire Center (NIFC) will bill the MN DNR Forestry directly each year and the MN DNR Forestry will make payment accordingly. During the month of August each year Doug Miedtke, Fire Training and Intelligence Specialist, from the MN DNR Forestry will contact the Forest Service Data Collection Platform (DCP) Coordinator to review the maintenance requests and costs for the upcoming year. The costs of the maintenance will be mutually agreed upon annually between the MN DNR Forestry and the Forest Service. The DCP Coordinator will advise the MN DNR Forestry if the cost of maintenance is going to increase, at that time the MN DNR Forestry will advise the DCP Coordinator if the agreement will continue.

XVI. COORDINATION AND COMMUNICATIONS

This operating plan is in support of and consistent with the overall objectives established in the MNICS charter. This operating plan is meant to provide guidance and to be further enhanced through meetings and discussions between Forest Service Districts and adjacent DNR Area Offices.

When either agency is notified of a fire on the other agency's fire protection area, the agency responsible for that land should be notified immediately. The initially notified

agency may dispatch resources to assist the responsible agency if available and closer to the fire. All MNICS agencies will report new fires, planned prescribed burns daily and availability of resources weekly, when the ground is snow free, to the Minnesota Interagency Fire Center and cooperating bordering agencies.

The Forest Service and DNR will communicate regularly in coordinating information on training, personnel, and equipment placement, fire danger, needs for news releases, locations of permit burns, etc.

Principal contacts for this Operating Plan are:

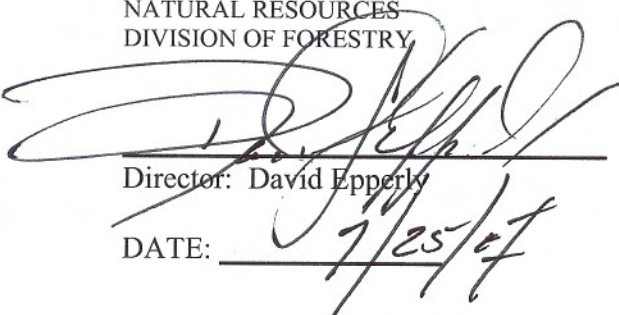
Rural Fires Programs Coordinator
MN DNR Forestry
402 11th St. SE
Grand Rapids, MN 55744
218-327-4373

Assistant Fire Management Officer – Aviation
US Forest Service
402 11th St. SE
Grand Rapids, MN 55744
218-327-4175

This Operating Plan will become effective upon signature of the last party, shall be reviewed annually and remain in effect for the life of Cooperative Agreement 07-FI-11090903-011.

Minor changes or additions may be made to this Operating Plan in the form of addendums, signed by the U.S. Forest Service Fire and Aviation Staff Officer for the Chippewa and Superior National Forests and the Minnesota Wildfire Suppression Supervisor.

MINNESOTA DEPARTMENT OF
NATURAL RESOURCES
DIVISION OF FORESTRY


Director: David Epperly

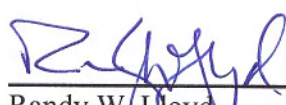
DATE: 7/25/07

U.S. DEPARTMENT OF AGRICULTURE
SUPERIOR NATIONAL FOREST

for 
Forest Supervisor: Jim Sanders

DATE: 5/17/07

The authority and format of this instrument has been reviewed and approved for signature.


Randy W. Lloyd
Contracting Officer/
Agreements Coordinator

5/17/07
Date

(Second Signature Page)

Superior National Forest

Protection Boundary Map

