

**Agreement
between
the
State of Minnesota, Department of Natural Resources
and
National Park Service Units
Consisting of
Voyageurs National Park
St. Croix National Scenic Riverway
Grand Portage National Monument
Pipestone National Monument
and
Isle Royale National Park**

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 Department), acting through the Commissioner of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155, and the United States of America, Department of Interior, National Park Service (hereinafter referred to as the Service), acting by and through the Superintendents of Voyageurs National Park, 3131 Hwy 53, International Falls, MN 56649-8904, St. Croix National Scenic Riverway, PO Box 708, St. Croix Falls, WI 54024, Grand Portage National Monument, PO Box 426, Grand Portage, MN 55605, Isle Royale National Park, 800 East Lake Shore Dr., Houghton, MI 49731, and Pipestone National Monument, 36 Reservation Ave, Pipestone, MN 56164.

Many of the lands under the jurisdiction of the Service and the Department 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 Service and the Department to furnish mutual assistance in fire management and fire suppression activities on Service and Department lands.

II. Authority.

This agreement is authorized by Federal Act of May 27, 1955, 42 U.S.C. § 1856 et. seq. and Minn. Stat. §§ 84.025, subd. 7, and 471.59.

III. Responsibilities of Each Agency.

It is agreed:

1. Unless otherwise stated in this document, the Service and Department 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 wildfire, the first officer, whether Department or Service, 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 Service and Department will annually, prior to March 1, exchange fire resource information on available personnel, equipment and supplies.
5. During periods of extreme fire danger, each agency agrees to cooperate in developing fire restrictions covering adjoining lands. The Service and Department will support and promote each other's fire prevention programs.
6. With respect to the Voyageurs National Park:
 - a. Voyageurs National Park supervisory personnel shall be granted State Fire Warden commissions for issuing State burning permits on lands within the boundaries of the Voyageurs National Park.
 - b. The Department shall not take any suppression action on any wildfire within the Voyageurs Park Service protection area until notification of intent is provided to the Service, unless the fire is threatening structures, private property, or immediate escape from the Park.

IV. Liability:

Notwithstanding the foregoing, each party agrees that it shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. The Department's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable law. The Service'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. This clause shall not be construed to bar any legal remedies either may have for the other's failure to fulfill its obligations pursuant to this Agreement.

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 their agreed upon 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 exceptions listed in this paragraph. Cost for assistance beyond the first 24 hours and/or the below listed exceptions, will be billed to the agency requesting assistance:

- a. Private contract equipment and personnel may be billed from the time of requested.
- b. Assistance rendered by detection aircraft may be billed only after the first 30 minutes of service.
- c. Suppression assistance by agency or contract aircraft will be billed at the appropriate rate from the time the service is requested.

In calculating expenditures for the reimbursement of these services, the following elements shall be included:

1. Salaries and wages, including benefits, of all persons assigned to the fire.

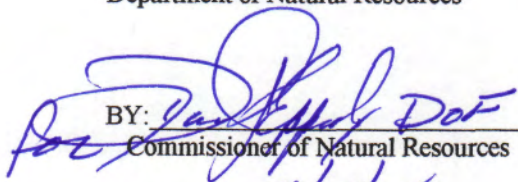
2. Rental charges for equipment either owned or under contract and used on the fire at equitable rates.
3. Costs of reconditioning equipment and associated gear used or damaged to as good a condition as when assigned to each fire, ordinary wear and tear excepted.
4. Any other direct expenditures associated 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 Department and a specific Service unit may enter into a special agreements concerning the subject mater of this Agreement and is to be attached as an addendum and incorporated herein. In the event of a conflict between the terms of this Agreement and those of a special agreement, the provisions of this Agreement Control.
2. 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; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
3. 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.
4. Nothing in this Agreement shall be construed as binding either agency to expending any sum in excess of appropriations available.
5. This Agreement, with any attachments, addenda, and referenced portions, constitutes the entire Agreement between the Department and Service and all previous Agreements are hereby superseded.
6. Any amendment to this Agreement shall be in writing and executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the agencies have executed this agreement as of the last date of signature shown below.

STATE OF MINNESOTA
Department of Natural Resources

BY: 
Commissioner of Natural Resources
DATE: 4/8/08

STATE OF MINNESOTA
Commissioner of Administration

BY: _____
DATE: _____

UNITED STATE OF AMERICA
DEPARTMENT OF INTERIOR
National Park Service
St. Croix National Scenic Riverway

BY: Tom Bradley
Superintendent
DATE: 11/30/07

Voyageurs National Park

BY: _____
Superintendent
DATE: _____

Grand Portage National Monument

BY: _____
Superintendent
DATE: _____

Isle Royale National Park

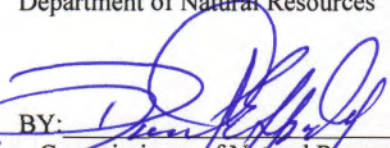
BY: _____
Superintendent
DATE: _____

Pipestone National Monument

BY: _____
Superintendent
DATE: _____

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STATE OF MINNESOTA
Department of Natural Resources

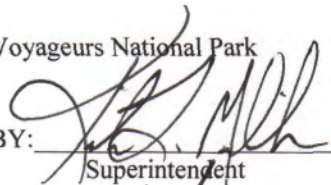
for BY:  DOR
Commissioner of Natural Resources
DATE: 4/8/08

STATE OF MINNESOTA
Commissioner of Administration

BY: _____
DATE: _____

UNITED STATE OF AMERICA
DEPARTMENT OF INTERIOR
National Park Service
St. Croix National Scenic Riverway

BY: _____
Superintendent
DATE: _____

Voyageurs National Park

BY: _____
Superintendent
DATE: 11/28/07

Grand Portage National Monument
BY: _____
Superintendent
DATE: _____

Isle Royale National Park
BY: _____
Superintendent
DATE: _____

Pipestone National Monument
BY: _____
Superintendent
DATE: _____

IN WITNESS WHEREOF, the agencies have executed this agreement as of the last date of signature shown below.

STATE OF MINNESOTA
Department of Natural Resources

BY: [Signature]
Commissioner of Natural Resources

DATE: _____

STATE OF MINNESOTA
Commissioner of Administration

BY: _____

DATE: _____

UNITED STATE OF AMERICA
DEPARTMENT OF INTERIOR
National Park Service
St. Croix National Scenic Riverway

BY: _____
Superintendent

DATE: _____

Voyageurs National Park

BY: _____
Superintendent

DATE: _____

Grand Portage National Monument

BY: Timothy Lockman
Superintendent

DATE: 1/3/00

Isle Royale National Park

BY: _____
Superintendent

DATE: _____

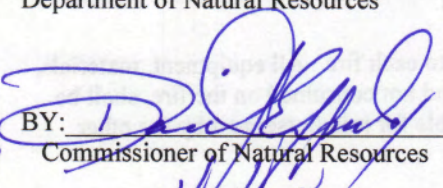
Pipestone National Monument

BY: _____
Superintendent

DATE: _____

IN WITNESS WHEREOF, the agencies have executed this agreement as of the last date of signature shown below.

STATE OF MINNESOTA
Department of Natural Resources

for BY:  DOF
Commissioner of Natural Resources

DATE: 4/8/08

UNITED STATE OF AMERICA
DEPARTMENT OF INTERIOR
National Park Service
St. Croix National Scenic Riverway

BY: _____
Superintendent

DATE: _____

STATE OF MINNESOTA
Commissioner of Administration

BY: _____

DATE: _____

Voyageurs National Park

BY: _____
Superintendent

DATE: _____

Grand Portage National Monument

BY: _____
Superintendent

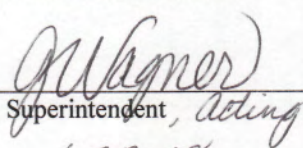
DATE: _____

Isle Royale National Park

BY: _____
Superintendent

DATE: _____

Pipestone National Monument

BY: 
Superintendent, Acting

DATE: 1-23-08