

USFS Master Agreement No.: 19-FI-11420000-046	USFWS Agreement No.:
USFS Operating Plan Agreement No.: 19-FO-11420000-311	NPS Agreement No.
BIA Agreement No.:	BLM Agreement No.:

**Fire Operation Plan Number: 19-FO-11420000-311
MODIFICATION 1**

Minnesota

**US Forest Service
National Park Service
US Fish & Wildlife Service
Bureau of Indians Affairs
Bureau of Land Management
Minnesota Department of Natural Resources
Minnesota Department of Public Safety,
Division of Homeland Security & Emergency Management**

OPERATING PLAN

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USDA Forest Service, Eastern Region, also referred to as the USFS, DOI Fish and Wildlife Service, also referred to as the USFWS, DOI National Park Service, also referred to as the NPS, DOI Bureau of Indian Affairs, also referred to as the BIA, DOI Bureau of Land Management, also referred to as the BLM, Minnesota Department of Natural Resources, also referred to as the DNR and the Minnesota Department of Public Safety, Division of Homeland Security & Emergency Management, also referred to as the HSEM. The above referenced agencies, except for the BLM, are all recognized as partners within the Minnesota Incident Command System (MNICS) charter.

This Operating Plan is hereby made and entered into by and between the parties pursuant to the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement 19-FI-11420000-046 signed and dated June 17, 2019. This Operating Plan, inclusive of any referenced attachments or exhibits, is tiered to the Agreement. A formal modification to the Agreement is unnecessary, but shall not contradict the Agreement.

All Authorities for this Operating Plan are listed in the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement.

PURPOSE

This is a Statewide Operating Plan applicable to all signatory Parties within the State of Minnesota. Its purpose is to address statewide issues affecting cooperation, interagency working relationships and protocols, financial arrangements, sharing of resources, and joint activities/projects. Agencies will encourage and support local cooperative initiatives that enhance cooperation and improve coordination and efficiencies. The Eastern Area and MNICS Mobilization Guides are considered part of this Operating Plan.

RECITALS

Stafford Act responses and related National Response Framework (NRF) activities will be accomplished utilizing established dispatch coordination concepts. Situation and damage assessment information will be transmitted through established fire suppression intelligence channels. Jurisdictional Agencies are responsible for all planning documents, i.e. land use, resource and fire management plans and decision support documents, for a unit's wildland fire and fuels management program.

Protecting Agencies implement the actions documented and directed by the appropriate planning documents and decision support documents for initial and extended attack on wildfire incidents. They provide the supervision and support including operational oversight, direction and logistical support to Incident Management Teams (IMTs).

INTERAGENCY COOPERATION

1. Direction

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

2. Minnesota Incident Command System (MNICS)

MNICS provides coordination and recommendations for all interagency wildland fire protection activities in Minnesota, as described in the MNICS Charter. MNICS is composed of the Federal Agencies: NPS, BIA, FWS, USFS; and the State of Minnesota Agencies: DNR and HSEM. The Minnesota State Fire Chiefs Association is an ex-officio member of MNICS, but not a signatory to this Plan. It is intended that this Plan be implemented under the auspices of MNICS, rather than through individual Agencies, to the maximum extent feasible.

The MNICS Board of Directors (BOD) will provide coordination and assistance for all fire protection activities within the protection areas of the Agencies that are signatory to this agreement. The MNICS BOD will consist of the following:

DNR	Director, Division of Forestry
USFS	Forest Supervisor, Superior National Forest
USFS	Forest Supervisor, Chippewa National Forest
BIA	Regional Director, Midwest Region
NPS	Park Superintendent, Voyageurs National Park
FWS	Regional Director, Region 3
HSEM	Director

BOD members may designate alternates to perform duties under their respective individual authorities.

The MNICS Task Force will oversee the day-to-day operations of MIFC and fire management activities for the agencies located in Minnesota. The Task Force reports directly to the MNICS BOD. Task Force members will consist of the following or their formally designated representative:

DNR	Wildfire Operations Supervisor
USFS	Forest Fire Management Officer, Superior and Chippewa National Forests
BIA	Fire Management Officer, Minnesota Agency/ Red Lake Forestry
NPS	Fire Management Officer, Border Parks Group
FWS	Zone Fire Management Officer
HSEM	NE Regional Program Coordinator

The Minnesota Interagency Coordination Center (MNCC) Manager works for the Board of Directors and Task Force. The MIFC Information Officer also works for the Task Force and disseminates MNICS information.

MNICS will use working teams to help develop procedures and guidelines and to oversee implementation. As deemed appropriate, other ad-hoc members from other cooperating agencies and/or associations that are not parties to this Plan may provide technical assistance on these working teams. Working teams may include but are not limited to the following:

- Air Operations
- Communications
- Dispatch
- Finance
- Information Management
- Logistics
- Operations
- Prescribed Fire and Fuels Management
- Prevention
- Training
- Information Technology

3. Interagency Dispatch Center and Cache:

All parties to this agreement are members of the Minnesota Interagency Coordination Center located in Grand Rapids, MN. The MNCC Operating Plan provides details of dispatch center coordination and operations among its members.

It is intended that interagency dispatch center staff may be from any of the participating Agencies, and as such, have the Agency specific authorities from each participating Agency, except where prohibited by law or regulation, necessary to conduct the MNCC operations.

The Northeast Area Interagency Incident Support Cache: The DNR and the USFS cooperatively manage and operate the Northeast Interagency Incident Support Cache (NEK), including the National Symbols Cache.

4. Interagency Resources:

- a) Staffing, funding, and level of participation will be agreed to and documented within the MNICS/MIFC Financial Operating Plan, which is reviewed and approved annually.
- b) Interagency requests are coordinated and managed through the MNICS Task Force.
- c) The MNICS Type 3 Incident Management Team Standard Operating Guidelines are located on the MNICS website. Additional information can be found in the MNICS Mobilization Guide.
- d) Any request for mutual aid resources, including fire department resources, will be managed through individual agency processes or will be made to the Minnesota State Duty Officer (MDO) through the MNCC.
- e) The operating plan for management of the Eastern Area Incident Management Teams (EA IMT) is located on the EACC's Overhead/Teams page at [Eastern Area Coordination Center \(EACC\) \(nifc.gov\)](#)

5. Standards:

- a) MNICS Mobilization Guide
- b) Eastern Area Mobilization Guide
- c) National Mobilization Guide
- d) Interagency Standards for Fire and Fire Aviation Operations (Redbook)
- e) Forest Service Fire & Aviation Qualification Guide 5109.17

National Interagency Incident Management System Wildland Fire Qualification System Guide,
PMS 310-1

- f) WCT administrator's Guide
- g) Minnesota Supplement to PMS 310-1
- h) Federal Wildland Fire Qualifications Supplement to PMS 310-1
- i) NWCG Standards for Interagency Incident Business Management
- j) DOI Incident Positions Qualification Guide

Administratively Determined Program

The Parties to this Operating Plan agree that it shall be allowable for Federal hiring of state affiliated employees; either permanent, seasonal, or intermittent, under the Forest Service Administratively Determined (AD) Pay Plan for Emergency Workers. The hiring of state affiliated employees under this provision shall be for the purpose of wildfire suppression, prescribed burning, or all hazard response for incidents that are presidentially declared under the "Stafford Act".

Priorities for hiring are:

- Local National Forest incident response needs, Job Corps crews, and ESF4 response
- Eastern Area IMT members
- Regional or National shortage position needs, such as unit leaders, aviation, finance, logistics, planning, or safety positions
- Crews, up to agency capacity
- Out of Geographic Area IMT members, only after Eastern Area IMT rosters have been filled

The Parties also agree that Persons hired under this provision must be trained, certified and "red carded" by the appropriate state official to meet national qualification standards set forth by the National Wildfire Coordinating Group (NWCG) Wildland Fire Qualification System Guide (Publication Management System (PMS-310-1). Training records, and associated qualifications shall be maintained and kept current by the State. Employee wildland fire training records will be made available for review by the appropriate Forest Service (FS) personnel as needed. Examples of such situations include but are not limited to:

- Poor performance evaluation on or off incident (i.e., WCT, training etc.)
- Allegations of misconduct
- During Cooperative Fire Technical Assistance visits, State & Private Forestry Consolidated Management Reviews, and Regional preparedness reviews which are required by policy and conducted on a 5-year rotation
- AD involvement in near-miss, or injury/accident reviews or investigations

The Parties shall recognize the Incident Qualification System (IQS) for state affiliated employees as the qualification system of record for mobilization through the Interagency Resource Ordering Capability (IROC) system.

- States will retain all qualifications, training, refreshers, pack tests, supply all necessary PPE, and other operational requirements in support of state-affiliated AD firefighters
- Forest Service will accept State issued red card, WCT's issued to NWCG standard, State issued driver's license, defensive driving certificates and Employment Eligibility Verification (Form I-9)
- The State of Minnesota is the authorized representative of the Forest Service when approving I-9 form for hiring State-affiliated AD employees

State affiliated: means any fulltime, part-time, seasonal, intermittent, or retired employee of the state or its political subdivisions; state-affiliated volunteer; appointed or elected state agent or official; forest fire warden or deputy; member of a fire department or emergency services organization with which the state has a written agreement or understanding, whether via memorandum or within statute, who performs some work or benefit on behalf of the state.

6. Principal Contacts

Minnesota Department of Natural Resources

Name/Address:	Office/ Cell Phone:	Fax:	E-mail:
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Minnesota Department of Public Safety, Division of HSEM

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Jacob Beauregard Mutual Aid and Logistics Coordinator 445 Minnesota St. St. Paul, MN 55101	W: 651.201.7474 C: 612.437.0390	218.327.4527	jacob.beauregard@state.mn.us

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United States Forest Service

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Chase Marshall Fire Management Officer 402 11th Street, SE Grand Rapids, MN 55744	W: 218.322.2685 C: 218.340.6978	218.327.4527	chase.marshall@usda.gov
Dennis Fiore Eastern Region, S&P Cooperative Fire Specialist 626 E. Wisconsin Avenue, Suite 500 Milwaukee, WI 53202	C: 971.420.7050		dennis.fiore@usda.gov

DOI Fish and Wildlife Service

Name/Address:	Office/ Cell Phone:	Fax:	E-mail:
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Seth Grimm West Zone Fire Management Officer 1732 North Tower Road Detroit Lakes, MN 56501	W: 218-844-3401 C: 218-849-7864	218.847.4156	seth.grimm@fws.gov

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DOI National Park Service

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Greg Carlson Fire Mgt. Specialist Voyageurs National Park 360 Highway 11 East International Falls, MN 56649	W: 218.283.6666 C:	218.285.7407	Greg_Carlson@nps.gov

DOI Bureau of Indian Affairs

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Cory Berg Fire Management Officer 522 Minnesota Ave. NW, Room 418 Bemidji, MN 56601	W: 218-755-6758 C: 218-766-3091	218.751.4367	cory.berg@bia.gov

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DOI Bureau of Land Management

Name/Address:	Office/ Cell Phone:	Fax:	E-mail:
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Minnesota Interagency Coordination Center

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PREPAREDNESS

1. Protection Planning:

Local agency operating plans are in place, which are consistent with the agency's resource and fire management plans. The Agencies agree to coordinate and provide qualified personnel when available for manifesting crews, modules and/or engines. Agencies agree to share the responsibilities for the rostering and coordination activities with MNCC.

2. Protection Areas and Boundaries:

See Initial Attack Zone maps in Appendix II.

3. Methods of Fire Protection and Suppression:

- a) *Reciprocal (Mutual Aid) Fire Protection:* As deemed appropriate, the Agencies have, by agreement in this Operating Plan, established reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility within the state of Minnesota. Within such zones, a Supporting Agency will take initial attack action in support of the Protecting Agency within the first 24 hours.

The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the 24 hour mutual aid period.

The Chippewa and Superior National Forests, in cooperation with the state of Minnesota have established initial attack zones for the intermingled jurisdictional lands within the National Forest boundaries. It is agreed in these initial attack zones, the respective lead agency will be responsible for initial attack (refer to maps in appendix II). Mutual aid may still be provided by all agencies, within the initial attack zones and throughout the state as described in the master agreement.

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4. Joint Projects and Project Plans:

The Parties to this Agreement may jointly conduct cooperative projects, within their authority and as authorized by law, to maintain or improve their fire management services and activities. These projects may involve such activities as prescribed fire/fuels management, preparedness, fire analysis/planning, rehabilitation, training, prevention, public affairs, and other beneficial efforts in support of interagency fire management.

Such projects will be documented in separate, local agreements, or other appropriate written documents, executed by the authorized signatories of the involved Parties.

5. Fire Prevention:

The Parties to this Agreement agree to cooperate in the development and implementation of fire prevention programs through coordination provided by the MNICS Prevention Working Team. Unit Administrators will ensure that fire prevention goals and activities are planned at local levels and are addressed in the appropriate operating plans. Specific fire prevention plans should be developed by local interagency fire management personnel. The Parties to this Agreement may pool resources and each Party pay its own costs. Unit Administrators are encouraged to participate in local fire prevention cooperatives, organizations, or groups, where applicable.

6. Public Use Restrictions:

The agencies will confer and act jointly in recommending and implementing restricted use or closure in accordance of agency policy or guidelines during periods of elevated fire danger.

7. Burning Permits:

Burning permit procedures, where applicable, will be included in local operating plans or as in the Smoke Management Plan. If authorized by state and federal law, federal employees or their agents may be granted authority by the State to issue burn permits when it is determined to be in their mutual interest.

The DNR will share the specific spring and/or fall town Fire Warden meeting schedule with the partners.

8. Prescribed Fire (Planned Ignitions) and Fuels Management:

Each agency will notify and involve the others of planned prescribed fires when within or near the others' protection area. This includes prescribed fire on Federal lands as well as those known to the DNR on nonfederal land but adjacent to or within 1 mile of the Federal land boundary. The Federal Agencies will notify the local DNR, Division of Forestry contact.

Partners will share resources on the other's lands, if available and deemed mutually beneficial, in prescribed burn implementation. The hosting party, on whose land the project is being implemented, is the liable and responsible party. Unless otherwise through a separate agreement, there will be no billing or reimbursement for this sharing of resources.

9. Smoke Management:

See the Minnesota Smoke Management Plan located on the MNICS website.

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OPERATIONS

1. Fire Notifications:

Each Party will promptly notify the appropriate protecting Agency of fires burning on or threatening lands for which that Agency has protection responsibility.

2. Boundary Line Fires:

A boundary line fire, defined as a fire occurrence on lands of intermingled and/or adjoining protection responsibilities, will be the initial attack responsibility of the protecting Agencies on either side of the boundary. Neither Agency will assume the other Agency is aware of the fire or that the other Agency will take action. Each Agency will make every reasonable effort to communicate with the other concerning the fire. When protecting agencies have arrived at the site of the fire, the agencies will mutually agree to the designation of an Incident Command organization.

3. Independent Action on Lands Protected by Another Agency:

Except as otherwise limited in geographic, statewide, or sub-geographic area operating plans, nothing herein shall prohibit any Party, on its own initiative, from going upon lands known to be protected by another Party to this Agreement to engage in suppression of wildfires, when such fires are a threat to lands under that Party's management or protection responsibility. In such instances, the Party taking action will promptly notify the Protecting Agency. Such actions will be commensurate with the land management considerations of the Jurisdictional Agency, and subject to the laws and regulations of the Jurisdictional Agency.

4. Escaped Prescribed Fires:

Wildfires resulting from escaped prescribed fires that were ignited by, managed at the direction of, or under the supervision of one of the Parties to this Agreement shall be the responsibility of the Jurisdictional Agency. If the Parties to this Agreement jointly conduct or manage a prescribed fire, the responsibility for suppression costs, should it be declared as a wildfire, will be agreed upon and documented in the approved Project Plan.

5. Response to Wildland Fire:

Initial Attack

A preplanned response to a wildfire given the wildfire's potential. Initial attack may include size up, patrolling, monitoring, holding action or suppression. The closest resources concept may be implemented if it meets local policy and guidelines.

Extended Attack

An extended attack fire is defined as a wildland fire that has not been contained or controlled by initial attack forces and for which more firefighting resources are arriving, en route, or being ordered by the initial attack incident commander. Extended attack implies that the complexity level

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of the incident will increase beyond the capabilities of initial attack incident command.
(<http://www.nwccg.gov/glossary/a-z>)

For the Federal Agencies that are part of this agreement, local, non-Federal resources ordered through the DNR can be used for extended attack.

When an agency determines that additional fire suppression personnel and equipment are needed, resource orders will be submitted to the Minnesota Interagency Coordination Center (MN-MNCC). The following could be considered when seeking assistance, in order of preference:

1. Neighbor unit or partner agency
2. Zone/ Forest/ DNR Region level
3. Neighbor Zone/ Forest/ DNR Region
4. Statewide
5. Agency agreements
6. Great Lakes Forest Fire Compact (via the DNR)
7. Geographic Area Neighborhood agreements
8. EACC

6. Decision Process:

The Federal Agencies' policies require that Wildland Fire Decision Support System (WFDSS) be completed for extended attack wildfires on Federal land. This procedure requires Federal Agency Unit Administrator participation. When wildfires occur on DNR-protected Federal lands, the responsible unit administrator will actively involve the DNR in this process. Operating Plans will contain procedures for development and Unit Administrator approval of the Wildland Fire Decision Support System. Responsibility for strategic and tactical implementation shall rest with the Incident Commander.

7. Multi-Agency Coordinating (MAC) Groups

The agencies agree to follow the standards as listed in section III C. of this plan.

During periods when fire management activity is significant enough to require prioritization of fires, in order to allocate critical or scarce resources, the MNICS organization will use a MNICS MAC group for incidents in Minnesota. The MNICS Task Force members will serve as the representatives for the MAC group with the Board of Directors members participating as needed.

8. Communication:

The agencies agree to communicate with the MNCC and/or participate in meetings or conference calls with MNICS representatives as needed to advise neighboring jurisdictions regarding the management of wildland fires that have potential to impact other agencies, especially those with multiple objectives. Communications should occur prior to fire seasons and during the early stages of wildland fires. Agencies managing fires, especially those with multiple objectives, should consider: fire fighter and public safety, predicted weather conditions, resource drawdown, proximity to values at risk, smoke, current and anticipated fire activity and time of season. Neighboring jurisdictions should provide prompt notification to agencies when concerns exist about fires that are managed strategically and have the potential to impact adjacent jurisdictions.

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For specific actions, see the MNICS Mobilization Guide and the MNICS Interagency Fire Danger Operating Plan.

9. Cost Efficiency:

Jurisdictions will identify and communicate conditions under which cost efficiency may dictate where suppression strategies and tactical actions are taken. Points to consider include loss and benefit to land, values at risk, resource, social and political values, and existing legal statutes.

10. Delegation of Authority:

When an incident is declared Type-2 or higher in complexity, the Agency Administrator will prepare a delegation of authority, as per jurisdictional agency policy, for the incoming Incident Commander as outlined in the NWCG *Wildland Fire Incident Management Field Guide PMS 210*. Generally, for Type 3 incidents a delegation of authority is recommended but not required.

11. Preservation of Evidence:

Evidence will be preserved in accordance with applicable Agency regulations and policies. For more information, see the MNICS Mobilization Guide.

12. Reciprocal (Mutual Aid) Fire Protection and Investigation:

As initial action is taken on a fire, the initial attack forces will preserve information and evidence pertaining to the origin and cause of the fire. Supporting and jurisdictional agencies shall fully render mutual assistance in the gathering of evidence practicable. Evidence will be preserved in accordance with applicable agency regulations and policies. Fire investigations will still be the responsibility of the jurisdictional agency as provided by federal, state, or local law.

The supporting agency will, on occasion, be requested to initiate an investigation in which they will gather and preserve all information and evidence pertaining to the cause of any forest fire originating on or damaging the jurisdictional agency lands protected under the provisions of this Agreement.

The jurisdictional agency will be advised of the investigative results on a timely basis and will be offered free access to all such information or evidence gathered. It shall be the responsibility of the jurisdictional agency to pursue recovery of its damages resulting from forest fires occurring on lands covered by this agreement as the result of negligent, willful, or unlawful acts of any individual.

13. Out of State Incident Mobilizations:

All agencies to this agreement provide wildland fire resources for out-of-state assignments.

The agencies agree to coordinate and provide qualified personnel when available for manifesting incident management teams, crews, modules and/or engines. Agencies agree to share the responsibilities for the rostering and coordination of activities with MNCC.

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14. Law Enforcement:

Law enforcement needs on State and private lands are normally handled through State or local law enforcement. Law enforcement on agency lands will typically be handled by that agencies' applicable law enforcement officer under their relevant authorities.

USE AND REIMBURSEMENT OF INTERAGENCY FIRE RESOURCES

1. Cost Share:

Each agency will be responsible for its own costs for ground resources, through mutual aid, on incidents within their respective initial attack response areas, for the first 24 hours. For incidents that extend beyond initial attack, the agencies should establish unified command when appropriate and complete a Supplemental Fire Suppression and Cost Share Agreement (See Exhibit F in the Master Agreement).

A Cost Share Agreement, in order to document cost sharing, may be used for temporary support functions or facilities established during periods of high fire danger or activity.

2. Reimbursements:

Within the first 24-hour period, no cost for assistance by agency personnel or equipment will be billed to the jurisdictional agency, other than the three exceptions listed below. Cost for assistance beyond the first 24 hours and/or the following three exceptions, will be billed to the jurisdictional agency requesting assistance:

- Private contract equipment and personnel shall be billed from the time of mobilization. This includes fire department equipment and personnel under agreements with the DNR.
- Assistance rendered by detection aircraft may be billed only after the first 30 minutes of service.
- Suppression assistance by agency or contract aircraft will be billed at the appropriate rate from the time the service is mobilized.

After 24 hours, the protection services will be on a reimbursable basis at actual cost.

All out-of-state incident resource mobilizations will be billable actions under this agreement as outlined in Section VII of this Operating Plan.

3. Training:

The *National Incident Management System: Wildland Fire Qualification System Guide* standardizes the minimum National Wildfire Coordinating Group (NWCG) requirements for federal, state, and local agencies in providing resources to fill a national interagency request for all types of wildland fire incidents.

The Minnesota Fire Training Calendar serves as the reference for all interagency fire training within

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the State of Minnesota for the MNICS partners, and may be listed on the national wildfire training

calendar. In addition to the exchange of training scheduling information among the parties, it is the intention to list planned local agency wildland fire training on the Fire Training Calendar.

All agencies will cooperate in fire training programs of mutual interest and benefit, including assisting each other in prescribed fire activities on each other’s lands. Agency training officers and the MNICS Training Working Team will coordinate interagency course offerings, including the annual Minnesota Wildfire Academy.

When funding and schedules permit, and at the request of the hosting agency, partners agree to provide qualified people, at no cost to the hosting agency to help instruct fire courses sponsored by the other party.

Agencies will cooperate on wildfires and prescribed fire activities in order to alert and avail each other of opportunities to complete position task book assignments.

All parties may coordinate training opportunities to include the other’s personnel for pre-positioned, severity and/or staffing details on out of state assignments.

4. Work Capacity Testing:

All parties agree to conduct the Work Capacity Test (WCT) to National Wildfire Coordinating Group (NWCG) standards and within the guidelines as established within the current Interagency Standards for Fire and Fire Aviation Operations (“Redbook”). Each agency will provide an on-site agency representative for their respective employees. Agencies can cooperate in the administration of the WCT following the [WCT administrator’s Guide](#) as follows:

Host Agency	Sending Agency	Medical Standards clearance	WCT Administrator
Federal	Federal	Federal agency provides own clearance.	Host agency provides administrator; not necessary for sending agency to have own administrator
	DNR	DNR provides own clearance	DNR provides separate, DNR-dedicated administrator
	NGOs (e.g. TNC)	NGO provides own clearance	NGO provides separate, DNR-dedicated administrator
DNR	DNR	DNR will only accept DNR affiliated employees	DNR will only administer the WCT to DNR affiliated employees
	Federal	Federal Agency provides own clearance	Federal Agency provides separate, agency-dedicated administrator
	NGOs (e.g. TNC)	NGO provides own clearance	NGO provides separate, NGO-dedicated administrator

The intent is to take advantage of each other’s logistical arrangements such as course set-up, availability of medical response services, etc.

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5. Communication Systems:

Access to systems and facilities will be approved only by agency authorized personnel and in accordance with agency laws, regulations and policies governing security of systems and facilities.

On wildland fire and all-hazard incidents, the communication plan will be determined by the incident commander. The agencies agree to share radio frequencies during wildland fire and all-hazard incidents. Each cooperating agency is responsible to ensure that they meet the Radio Frequency Authorization or Licensing requirements of their agency and the National Telecommunications and Information Administration (NTIA) or Federal Communications Commission (FCC), as applicable.

Refer to the MNICS Mobilization Guide for Radio Frequency maps and lists.

6. Fire Weather Systems:

The agencies may cooperate in the gathering, processing and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software as authorized. The agencies will jointly evaluate and agree to any deletions to the system. The National Fire Danger Rating System (NFDRS) and the Canadian Forest Fire Danger Rating System (CFFDRS) are the fire danger rating systems used in Minnesota. More information can be found in the MNICS Interagency Fire Danger Operating Plan.

7. Meteorological Services:

See the Minnesota Fire Weather Operating Plan for more information. Meteorologists employed by any MNICS partner agency may be utilized by any partner to the agreement.

8. Aviation Operations:

General: The Agencies agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each Agency's aviation rules, policies and directives, and Aviation Operation Plans.

Pilot and Aircraft Approvals: Federal policy requires Federal and DNR pilots and aircraft to be inspected and approved by carding or letter of certification by the Forest Service or the DOI Office of Aviation Services (OAS) for Federal Agency missions or transport of Federal employees.

Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the Forest Service, the DOI-OAS, Department of Transportation, or Federal Aviation Administration as required. This inspection/carding process may be done jointly by the Federal agencies, or by one Federal Agency acting in the lead role. Upon request, State of Minnesota staff may participate in DOI-OAS and/or Forest Service inspection and carding of vendors located within the State of Minnesota.

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BILLING PROCEDURES

(Refer to Exhibit D of the Master Coop Agreement - Reimbursable Billings and Payments)

1. Suppression Billings:

This Agreement establishes the extent of reimbursable services to be furnished by each agency. It provides that salary and wage costs for personnel assigned under this agreement will be at actual cost to the agency.

Federal Billings:

The affected Federal Agency will submit bills for their reimbursable costs to the DNR whenever the DNR is the protecting Agency, and a billing is appropriate. Bills will be sent to:

Minnesota Department of Natural Resources
Division of Forestry
 Shelly Greniger
 Rural Fire Program Assistant
 402 SE 11th Street
 Grand Rapids MN 55744
 W: 218.322.2692
Shelly.Greniger@state.mn.us

DNR Billings:

In support of the Forest Service, anytime the DNR responds in support of the Forest Service for resource orders coordinated through the Minnesota Interagency Coordination Center (MN-MNCC), the DNR will bill all applicable costs to the Forest Service. Bills will be emailed to:

US Forest Service Eastern Region	
Attn: David Laboy C: 414-207-3480	SM.FS.R9FAMbilling@usda.gov

In support of other Federal agencies (DOI): Anytime the DNR responds in support of a DOI Agency for resource orders coordinated through the Minnesota Interagency Coordination Center (MN-MNCC), the DNR billing package will be sent to:

All bills for services provided to the Department of the Interior/NPS will be mailed to:

Mid-West Region (IA, IL, IN, MI, MN, MO, OH, WI)
National Park Service Midwest Region Budget Analyst Regional Fire Management Office 601 Riverfront Drive Omaha, NE 68102-2571

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All bills for services provided to the Department of the Interior/Fish and Wildlife Service will be mailed to:

Great Lakes Mid-West Region 3 (IA, IL, IN, MI, MN, MO, OH, WI)
Fish and Wildlife Service Kim Muirhead Region 3 Fire/LE Budget Analyst 5600 American Blvd West, Suite 990 Bloomington, MN 55437-1458 kimberly_muirhead@fws.gov W: 218.768.2402x101

All bills for services provided to the Department of the Interior/Bureau of Indian Affairs (BIA) will be mailed to:

Midwest Region(MN, WI, MI, IA)
Bureau of Indian Affairs Midwest Region Regional Office 5600 American Blvd W Suite 500 Bloomington, MN 55437-1458 Attn: Fire Management

All bills for services provided to the Department of the Interior/Bureau of Land Management (BLM) will be mailed to:

Bureau of Land Management, Eastern States Christina Phillips BLM Eastern States Incident Business Lead 3405 HWY 80 East Pearl, MS 39206 cspillips@blm.gov
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Billing Estimates and Time Frames: Each Agency will notify the respective administrative headquarters of any reimbursable claims that they intend to make and will strive to provide an estimate of the amount involved within 90 days in each reimbursable action. Absent a written extension of time granted by the reimbursing agency, each Agency will submit invoices within 180 days of demobilization of the incident.

Billing Content: The following items will be included as a minimum for each bill, noting that a resource order is not always required or available in order for a bill to be valid.

- Agency name and billing address, phone number, email

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- Financial Contact (name, phone, email)
- Agency Data Universal Numbering System (DUNS)
- Invoice or bill number
- Agreement number
- Inclusive dates
- Name of incident and incident number
- Location and jurisdictional unit
- Appropriate resource order number and DNR and Federal job code
- Summary cost reports generated by the Agency to support the billing, including applicable cost share agreements.
- Billing timeframes – Provide contact information for written request for extensions beyond timeframes established in Exhibit D, Reimbursable Billings and Payments.
- Indirect Cost Rates, if applicable

Any supplemental billing information, summary data or additional billing documentation may be requested and provided if agreed upon by the Parties.

Supporting Billing Documentation: Cost source documents will not be required unless summary cost data is disputed, or another agency requires source documents (i.e. FEMA). Summary cost data will include, but not limited to, a list of personnel expenses including base, overtime, and travel and a listing by vendor name and amount spent for supplies and services procured. Billings for fire suppression assistance may include reimbursable costs (see Exhibit A, Glossary), but will not be assessed indirect cost rates. Federal Agencies will not bill each other for indirect costs for preparedness activities.

Indirect costs: Indirect costs are those items of expense incurred as part of general management and administrative support of an organization. These costs are not attributable to a specific project, program or output, but are distributed among many benefiting activities. Often, they are proposed as a percentage of direct project costs and are referred to as administrative costs, overhead, or burden. Examples may include office space, computer equipment, postage, utilities, salaries for administrative activities, such as procurement, personnel, accounting, and so forth. Direct charging of these costs, however, may be appropriate if they can be specifically identified to a project or program and the nature of the work performed creates a unique need or requires an extensive amount of support.

Indirect cost rate rates may vary for each agency. When indirect cost rates are applied to federal reimbursements, the Parties agree to the following.

- If the payment recipient has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10% of Modified Total Direct Costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
- For rates greater than 10%, the payment recipient shall provide either an applicable negotiated indirect cost rate agreement (NICRA) from a cognizant Federal agency, or an indirect cost rate summary in a format that clearly defines the indirect cost rate and MTDC.
- The payment recipient must maintain adequate documentation to support the methodology and computation of the indirect cost rate. Documentation must be made available to the Federal agency upon request.

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- Failure to provide adequate documentation supporting the indirect cost rate could result in disallowed costs and repayment to the Federal agency.

2. Fee Based Services:

Billing will be in accordance with separate written agreement or contract(s).

3. Non-Suppression Billings:

As described in this Operating Plan, the parties may jointly conduct cooperative projects and/or share resources to carry out non-suppression activities in support of interagency fire management. These joint projects or activities may involve sharing of costs and/or a transfer of funds between the parties involved, at which time a separate, local agreement, procurement, or other appropriate written document will be required. Billing will be defined under the terms of that document.

4. Stafford Act Billings:

Refer to Exhibit H of the Master Coop Agreement – Use of and Reimbursement for Shared Resources in Stafford Act Response Actions

Anytime the DNR responds in support of ESF#4 (Stafford Act incidents) for resource orders coordinated through the Eastern Area Coordination Center (EACC), the DNR will bill all applicable costs to the Forest Service, using Standard Form 1034, (Public Voucher for Services Other than Personal).

Bills will be emailed to:

USDA Forest Service, Eastern Region	
Attn: David Laboy	SM.FS.R9FAMbilling@usda.gov
C: 414-207-3480	

Billing timeframes: Billing timeframes for Stafford Act response are established in Exhibit H. Request for extensions will be emailed to Attn: David Laboy at the email address listed in the paragraph above.

5. Payments Under Compacts:

Payment for resources ordered under state Compacts will be the responsibility of the State. Federal Agencies will reimburse the State actual cost for any Compact resources used on fires which they have the protection responsibility.

6. Fire Management Assistance Grant (FMAG):

Fire Management Assistance is available to states, local and tribal governments, for the mitigation, management, and control of fires on publicly or privately owned forests or grasslands, which threaten such destruction as would constitute a major disaster.

The process is outlined in the Minnesota State Emergency Management Plan. DNR and HSEM personnel will take the lead for completing a FMAG request.

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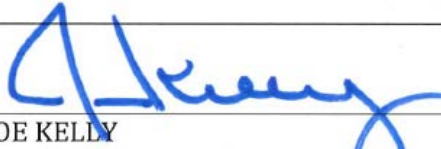
GENERAL PROVISIONS

1. **Personnel Policy:** All personnel mobilized through this agreement shall be employed as either: DNR or Federal (including Casual and Tribal Firefighters) employees, or through a subsidiary agreement with a partner agency.
2. **Modification:** Modifications within the scope of this Operating Plan shall be made by mutual consent of the Parties, through the issuance of a written modification signed and dated by all Parties prior to any changes being performed. Any Party shall have the right to terminate their participation under this Operating Plan by providing one year advance written notice to the other Parties.
3. **Annual Review:** This Operating Plan is reviewed annually by April 15, and revised, as needed.
4. **Duration of Operating Plan:** This Operating Plan is executed as of the date of last signature and remains in effect through the duration of the Master Cooperative Wildland Fire Management and Stafford Act Response Agreement, unless modified or superseded. Master Agreement 19-FI-11420000-046 Execution Date is June 17, 2019 and Expires June 17, 2024. – This will be the same time period for this Operation Plan.
If the current Master Coop Agreement is superseded by a new Agreement, this Operating Plan may remain in effect to the extent that it does not conflict with provisions of the new Agreement, but only until such time that all activities and conditions can be incorporated into a new Operating Plan.
5. **Authorized Representatives:** By signature below, all signatories to this Operating Plan certify that the individuals listed in this document are authorized to act in their respective areas for matters related to this Operating Plan.

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

MIDORI C. RAYMORE
Supervisory Grants Management Specialist
 US Forest Service, R9, S&PF

IX. REVIEW AND SIGNATURES

Patty Thielen <small>Digitally signed by Patty Thielen Date: 2022.09.08 10:42:22 -05'00'</small>			
PATTY A. THIELEN Director Minnesota Department of Natural Resources Division of Forestry		Date	ROBERT LUECKEL Deputy Regional Forester Fire and Aviation Management USFS State & Private Forestry Eastern Region
JASON RIGGINS <small>Digitally signed by JASON RIGGINS Date: 2022.08.31 11:21:59 -05'00'</small>			JOHN PEARSON <small>Digitally signed by JOHN PEARSON Date: 2022.07.25 14:11:24 -05'00'</small>
JASON RIGGINS Regional Fire Management Coordinator U.S. Fish and Wildlife Service Great Lake & Big Rivers Region		Date	PATRICK PEARSON Regional Fire Management Officer USDOJ National Park Service Midwest Region
BART KICKLIGHTER <small>Digitally signed by BART KICKLIGHTER Date: 2022.07.21 07:59:07 -04'00'</small>		07/21/2022	THOMAS REMUS <small>Digitally signed by THOMAS REMUS Date: 2022.08.31 11:58:37 -05'00'</small>
BART KICKLIGHTER State Fire Management Officer Bureau of Land Management Eastern States		Date	TOM REMUS Regional Fire Management Officer Bureau of Indian Affairs Eastern Region
		8/1/2022	
JOE KELLY Minnesota Dept. of Public Safety, Division of Homeland Security & Emergency Management		Date	Date

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Appendix I – State Fire Equipment Rates

2022 State Equipment Costs

Minnesota Department of Natural Resources Interagency Assignment Equipment Base Rates

Equipment Type/Size	Base Rate per Hour ⁽¹⁾
Engine - Type 4	\$135
Engine - Type 6	\$95
Helitak Vehicle (F550 or Equivalent)	\$50/hr + \$1.10/mile
Dozer - Type 3	\$85
ATV Crawler - Type 2 (Bombardiers larger than J5)	\$155
ATV Crawler - Type 3 (J5, Cross Tracker Posi-track, Track Truck)	\$135
SUPPORT VEHICLE* *Used to haul people, supplies, etc. Charge travel time.	\$50/day + \$1.20/mile
Crew Carrier – Crew Cab (If Crew Carrier has a slip-on and used by the incident the rate changes to Engine-Type 6)	\$100/day + 2.35/mile
ATV (designed for a single passenger)	\$80/day
UTV (designed for multiple passengers)	\$45

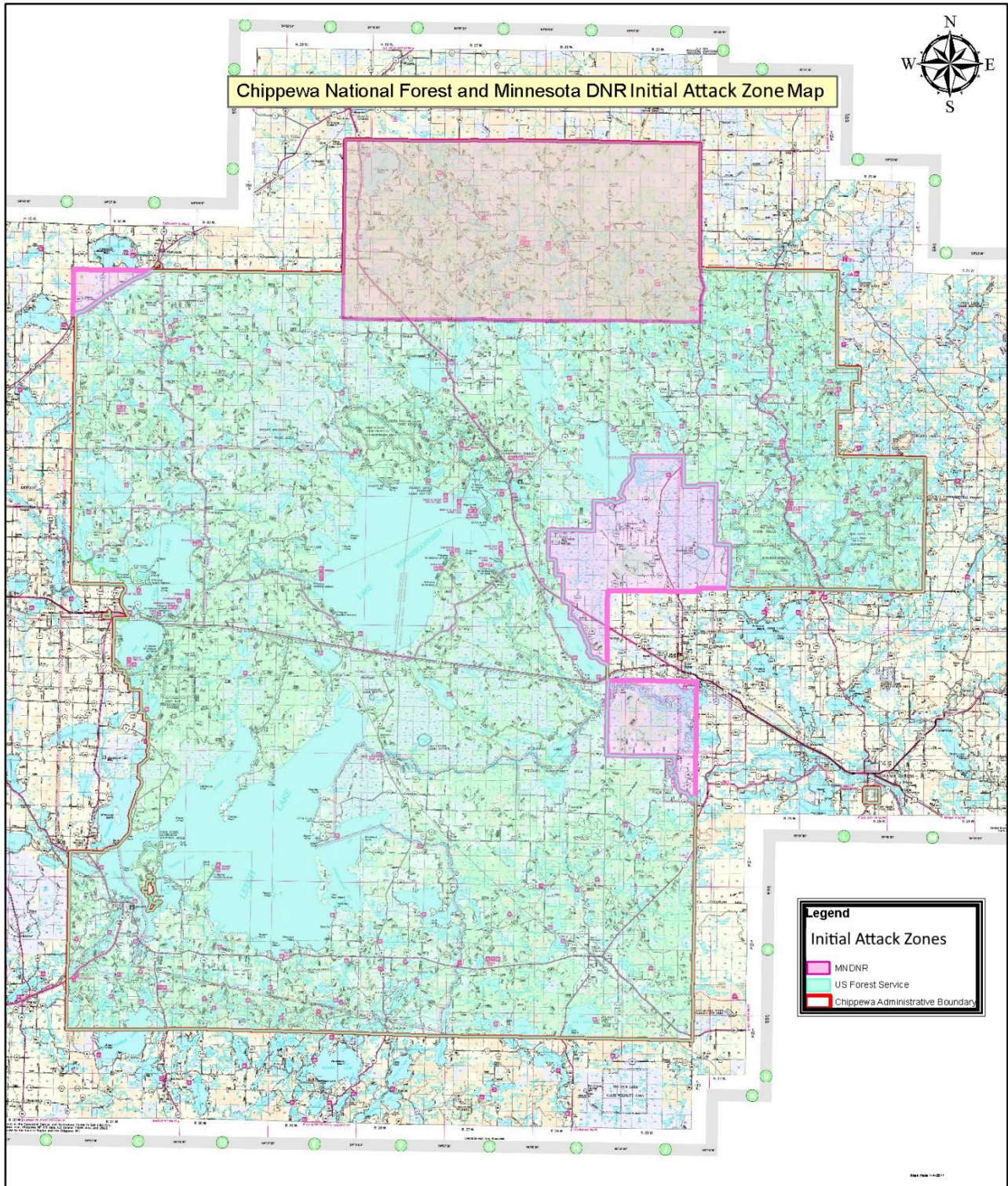
Firefighters will be paid under provisions in the Annual Operating Plan of the Agreement, as either State Regular Employees or Federal Emergency Firefighters (AD).

MINIMUM DAILY RATE - Equipment will receive a minimum of 8 hours charged per day except for the first and last assigned day, which may be less, depending on hours actually spent on fire and in travel status.

(1) All base rates are wet operating rates. Fuel, oil, tires, and other normal maintenance is included.

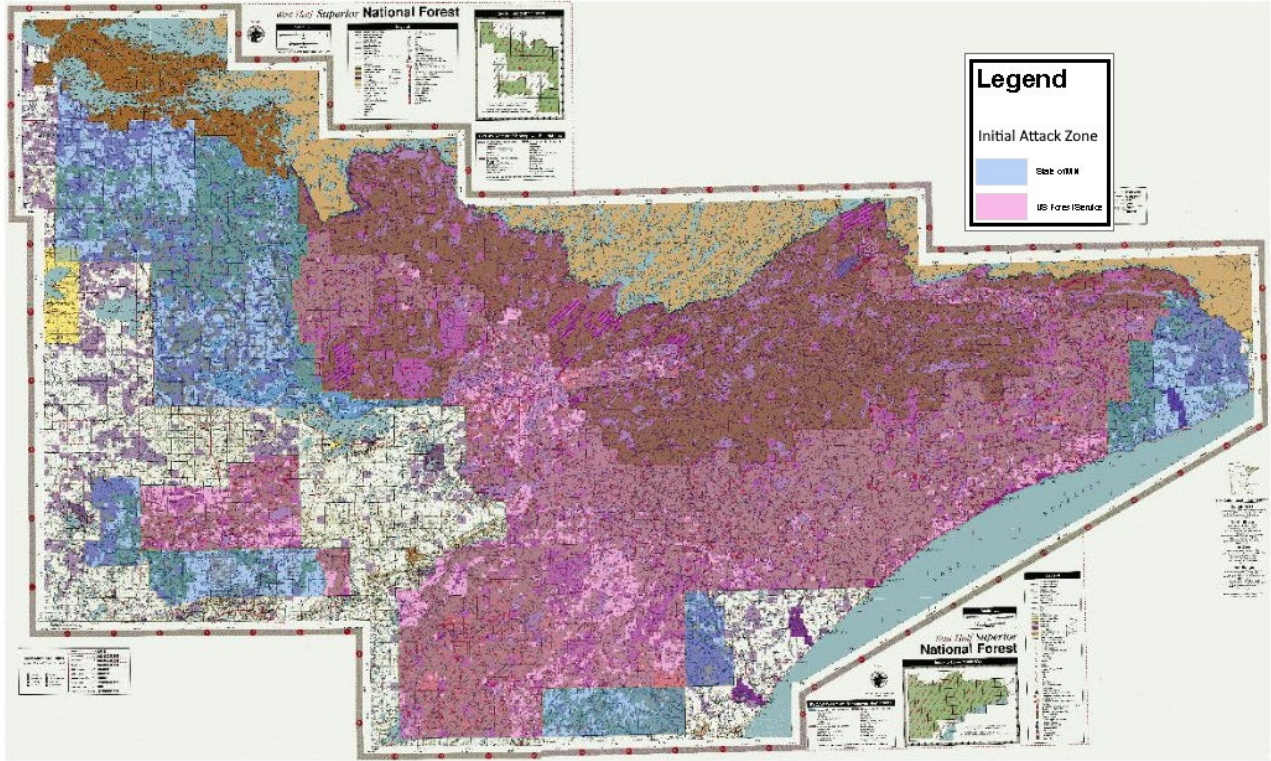
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Appendix II – Initial Attack Zone Maps



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Superior National Forest and Minnesota DNR Initial Attack Zone Areas



Mark Hale 3-23-11