

**BAYFIELD COUNTY/DNR MEMORANDUM OF UNDERSTANDING
FOR FIRE SUPPRESSION SERVICES**

This agreement is entered into by and between the Bayfield County Forestry Department (County Forestry Department) and the State of Wisconsin Department of Natural Resources (DNR), for the purpose of establishing a mutual aid agreement for the suppression of fires within the State of Wisconsin.

WHEREAS, s.26.11, Stats, vests the DNR with power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and Section 23.09 (4), Stats, and Section NR 1.23 Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the County Forestry Department pursuant to s.26.11 (4), Stats, desire to cooperate in the suppression of fires; It is agreed by and between the DNR and the County Forestry Department as follows:

A. DEFINITIONS

- a. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cut over or other lands or involving farm, city or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cut over or other lands, (as defined in s.26.11 (2), Stats.
- b. "Suppression" refers to the action of the responding agency (ies) beginning with initial attack and continuing through control of the forest fire, mop-up and until the forest fire is out.

B. RESPONSIBILITIES

- a. The DNR is responsible for the suppression of all forest fires in unincorporated areas and the protection and suppression of any improvements threatened by forest fires as defined previously in section 26.11, Stats. The DNR may request the assistance of the County Forestry Department to provide wildland suppression.
- b. The County Forestry Department may provide equipment and manpower as requested by DNR to assist in fighting forest fires.

C. REPORTING FIRES

- a. The County Forestry Department agrees to make every effort to immediately notify the DNR of forest fires through County or Brule Dispatch. If immediate notification cannot be made through County or Brule Dispatch, the County Forestry Department shall report the location of the fire, and the action taken to the local DNR Forest Ranger as soon as possible, but no later than 24 hours from its knowledge of the forest fire.
- b. The DNR agrees to notify the County Forestry Department through their forestry office if they become aware of a fire burning on or threatening lands in the County Forest.

D. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. If DNR is first to arrive at the scene, they will establish incident command and will retain that responsibility throughout the incident. When the County Forestry Department is the first to arrive at the scene of a forest fire, the County Forestry Department shall establish incident command and begin initial attack. After County Forestry Department Personnel have initiated initial attack, they shall continue with fire suppression activities that can be done safely with the equipment and

personnel that are available to them. Command of the incident shall be transferred to the DNR IC upon arrival of DNR fire control resources.

E. EQUIPMENT AND PERSONNEL REQUIREMENTS

- a. The Bayfield County Forestry Department may purchase fire suppression equipment and supplies from the Wisconsin DNR Lemay Center warehouse, as a condition of this agreement.
- b. The DNR and the County Forestry Department agree to designate fire-fighting units suitable for suppressing forest fires. The designated units shall be listed in the addendum to this agreement. Responding units shall be equipped with wildland fire fighting hand tools as described in the addendum. All responding units shall be equipped with a radio that contains a common frequency with local DNR fire control units, such as Firecom.
- c. The County forestry Department agrees to respond to forest fires with firefighters that have successfully completed I-100 (Introduction to ICS), S-130 (Basic Fire Fighter), and S-190 (Intro To Fire Behavior). The County Forestry Department accepts and assumes the responsibility to insure that forest fire suppression activities under this agreement will be conducted by trained firefighters trained as required herein or firefighters working under the direct supervision of a County Forestry Department member trained as required herein. DNR agrees to let County Forestry Department employees in such DNR sponsored classes at no charge to the County Forestry Department.
- d. Firefighters shall wear protective clothing on all forest fires. Protective clothing will be a minimum of a Nomex shirt and pants or coveralls, leather boots, hardhat or helmet, leather gloves, and fire shelter.
- e. County personnel may be allowed to accompany DNR personnel to fly in DNR aircraft and provide reconnaissance information to the incident command post.

F. FIRE SUPPRESSION COMPENSATION

When the County Forestry Department is dispatched to assist with the suppression of forest fires, the DNR agrees to reimburse the County for vehicle mileage and equipment hours as determined by the rate indicated in the attached addendum. All hours incurred by County employees working on fire suppression will be reimbursed at the employees current wage rate. Overtime charges will be included when applicable. Stand-by rates for heavy equipment/personnel will be agreed upon prior to the spring fire season. Bills for suppression costs will need to be itemized and submitted to the local Forest Ranger for reimbursement.

G. PAYMENT OF COUNTY FOREST EMPLOYEES

County Forest employees will remain on the County's payroll and protected under the County's workers Compensation Plan for the entire period that they have been authorized to assist the DNR in wildfire suppression activities either within or outside of Bayfield County. All terms of Bayfield County's Personnel policy will apply. All employees covered by a bargaining unit agreement or other employer/employee contract shall earn normal compensation, overtime pay, or compensatory time as defined in their current contractual agreement. The normal work schedule for County Forest employees is 8:00 a.m. to 4:30 p.m., Monday - Friday.

The following payment rates and procedures apply for the services of County Forest personnel working on wildfire suppression or related activities (including travel) and after receiving authorization from the County Forest Administrator or designee.

- a. For services provided on wildfires within Bayfield County that occur or extend beyond the employee's normal work schedule, Bayfield County will bill the DNR for all costs of compensation for each employee.
- b. For services provided on wildfires outside of Bayfield County, the County will bill the DNR for all costs of compensation for each employee.
- c. For fires within Bayfield County, one half of all costs billed to the DNR by the County Forest will be billed back to the County (ref. Wisconsin Statute chp. 26.14 (4) if a negligent party cannot be identified.
- d. For such fires, which actually occur on County Forest, the County will waive cost of the County Forest equipment and manpower.
- e. If such fire involves multiple land ownership (including County Forest), costs of County Forest equipment and manpower shall be prorated by percentage of acreage, with a deduction for the County Forest share.
- f. Billing information will be provided to the DNR within 30 days of the date the services are provided.

H. LIABILITY

Each party agrees that, as related to this MOU, any loss or expense by reason of liability imposed by law, will be charged to the party responsible for the officer, employee or agent whose activity caused the loss or expense. The DNR shall not be liable, however, for any damage to or destruction of county vehicles or suppression equipment beyond that liability established in section 893.82 or 895.436, Stats, or as otherwise established by the State Claims Board and approved in accordance with these statutes.

I. AGENCY AND WORKERS COMPENSATION

Although the County Forestry Department may be directed, at times, by the DNR IC to assist in certain duties or tasks as part of an overall fire suppression effort, it is understood that the County Forestry Department, its employees, agents, and members shall not be deemed as employees or agents of the DNR for any purpose, including workers compensation. Workers compensation coverage for the employees, agents, and members of the County Forestry Department shall be provided by the County Forestry Department.

J. TERMINATION

This agreement will be effective upon its signing by both parties and shall continue for five years or until 10 days following written notice of termination by either party. After five years, and after each subsequent 5 year period, the agreement will automatically renew, unless one of the parties expresses an interest in ending the agreement.

 Tom Salzmann
 LAKE SUPERIOR AREA FORESTRY LEADER
 State of Wisconsin, Department of Natural Resources

Date: 07/01/2005

 Paul Lundberg
 BAYFFIELD COUNTY FOREST ADMINISTRATOR

Date: 07/05/2005