

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**Voyageurs National Park**

**and**

**Kabetogama Lake Fire Department**

## **A. Background and Objectives**

### **1. Purpose:**

- a. The purpose for this memorandum of understanding (hereinafter referred to as "MOU") is to provide personal services and equipment required for structural and wildlife fire prevention/suppression and the protection of life and property in the Kabetogama Lake area on lands administered by Voyageurs National Park (hereinafter referred to as "the Park") and within the area outside the Park where the Kabetogama Fire Department (hereinafter referred to as "the Department") has responsibility for structural fire.

### **2. Authority:**

- a. The statutes found at 42 U.S.C. 1856 and 16 U.S.C. 1b(1) provide authority for the National Park Service (hereinafter NPS) to enter into reciprocal agreements and to render emergency fire fighting and cooperative assistance to nearby fire prevention agencies to extinguish fires and preserve life and property.
- b. The Chief of the Kabetogama Lake Volunteer Fire Department has signature authority to enter into agreements with the Park regarding fire prevention and suppression services on park administered lands.
- c. The Park Superintendent has signature authority to enter into agreements with the Kabetogama Lake Volunteer Fire Department, regarding fire prevention and suppression services on park administered lands and to provide reciprocal assistance.

## **B. Statements of Work**

### **1. The Department Agrees to:**

- a. Immediately notify the Park of fires reported on park lands or in a structure within the Park.
- b. Respond immediately for the purpose of fire suppression, to developed areas accessible by road within the area of Kabetogama Lake and the NPS housing area at Ash River.
- c. Respond to other areas upon request of NPS personnel.
- d. Respond to a fire with a minimum of one fire truck and one three person crew equipped with safety and fire fighting equipment to take necessary suppression actions.
- e. Assure that the Department Chief or designee will be responsible for supervision of all department personnel and serve as Operations Chief to manage fire suppression and rescue operations. In the absence of a park representative, the Department Chief will serve as Incident Commander.
- f. Recognize that Park/NPS policies and requirements may necessitate special or unique fire fighting procedures that may differ from department procedures. The Department will adhere to Park/NPS requirements.
- g. Establish a clear command structure for fires adjacent to interior park boundaries and provide the Chief Park Ranger with this in the form of a fire pre-plan.
- h. Consult with Park Superintendent or designated representative (see Appendix B) if the exterior fire threatens park administered property.
- i. Respond to the fires adjacent to exterior park boundaries with qualified structural fire personnel and equipment, if such personnel and equipment are available.
- j. Provide the Park with a location and electrical hook-up for an automatic fire danger weather station.

### **2. The Park agrees to:**

- a. Provide safety and fire fighting equipment to NPS qualified structural and wildland fire fighting personnel.



- b. Provide an Incident Commander to manage the overall incident. Command of the incident may be delegated by the Park to the Department Chief by the Park Superintendent or their representative if no qualified park personnel are available or if park personnel are needed for law enforcement or emergency medical services.
- c. Provide qualified park personnel if available, to work under the supervision of department personnel in suppression and rescue activities.
- d. Solicit recommendations from the Department command personnel in suppression and rescue procedures, insofar as they do not conflict with Park/NPS policies. Department command personnel are listed in Appendix C.
- e. Reimburse the Department for damaged or destroyed equipment occurring as a result of non-negligent acts during wildland fire suppression in Voyageurs National Park pursuant to the MOU.
- f. Provide schematics of building to be protected, highlighting potential hazards, and utility shut-offs.
- g. Assist Department personnel in suppression of structural fire on lands in the Kabetogama area and rendering emergency medical care.
- h. Recognize and follow orders from the Department command personnel or appropriate city/State authority when structural fires on lands in the Kabetogama Lake area are involved.
- i. Not be bound to make any expenditures under this MOU, except as may be appropriated by the Congress of the United States.
- j. Provide access to the lake for water supply, both summer and winter. Ice areas that are plowed for access are not guaranteed by the Park to be safe for fire apparatus.
- k. Provide one Gorman Rupp or Waterous pump, fire hose and wildland gear for a crew of five people, including fire shirts, fire pants and 3 back packs pumps for the use of the Department. The Park may loan other equipment to the Department, depending on the availability upon written request from the Department.
- l. Reimburse the Department for costs incurred by the Department for wildland fire suppression within the Park in accordance with the schedule listed in Appendix A.

- m. Reimburse the Department for the cost of electricity used by the automatic fire weather danger station.

### 3. General Provisions:

- a. The Park and the Department mutually agree to the following:
  - 1. In the execution of this MOU, employees or agents of the Department are not considered employees of the National Park Service.
  - 2. The Park and the Department waive all claims against each other for compensation for any loss, damage to equipment, personal injury, or death occurring in consequence of structural fire activities pursuant to this MOU, except as provided in paragraphs "e" and "l" above.
  - 3. Park personnel will meet as a minimum, the requirements of the National Park Service for structural or wildland fire. All Department suppression qualified personnel will meet Department standards for training.
  - 4. Personal protection equipment for structural fire will be provide by the respective parties to this MOU. Personal protective equipment for wildland fire will be issued by the Park.
  - 5. The parties will annually review the effectiveness of the MOU.
  - 6. The Park will conduct, with the Department Fire Chief or his/her representative, an initial inspection of facilities, locating electrical shut-off, and other items pertinent to safe fire suppression.

### 4. Operations

- a. The Park and the Department mutually agree to activate suppression personnel/equipment as follows:
  - 1. The Park will request assistance by contacting the Department Dispatcher at 911.



2. The Department will request assistance by contacting Park Headquarters at (218) 283-9821 or the Kabetogama Lake Visitor Center at (218) 875-2116. When Park Dispatch is off duty, the following order shall be followed until contact is established:

- a) District Ranger Office, (218) 875-2116
- b) Residence, District Ranger, (218) 875-2002
- c) Residence, Chief Ranger, (218) 283-4874
- d) Residence, Sub-District Ranger, (218) 283-9053

#### **C. Term of MOU**

1. The term of this MOU is two years, commencing upon the date of signature of the final signatory party to the MOU.

#### **D. Key Officials**

1. Park:

- a. The Chief Ranger has the authority and responsibility for managing this MOU on behalf of the Park. Telephone (218) 283-9821.

2. Department:

- a. The Chief, Kabetogama Lake Volunteer Fire Department has the authority and responsibility for managing this MOU on behalf of the Department. Telephone (218) 875-2291.

#### **E. Reports**

- 1. Each party is responsible for its respective timekeeping and other required records and reports.
- 2. Fire reports will be shared between agencies.

## **F. Termination**

1. This MOU may be terminated by either party by providing thirty (30) days written notice to the other party.

## **G. Required Clauses**

1. No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or 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.
2. During the performance of this agreement, participants agree to abide by the terms of Executive Order 11246 on non-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, color, religion, sex or national origin.

Rocky Achto  
Chief, Kabetogama Lake Fire Department

7/6/94  
Date

Ben Clary  
Superintendent, Voyageurs National Park

7-6-94  
Date



## APPENDIX A

Reimbursement rates for the Kabetogama Lake Volunteer Fire Department in response to wildland fires within Voyageurs National Park are listed below. Any portion of one hour will be paid as one hour.

- a) 1986 Chevrolet pick-up truck with Slip-on pumper and three person crew is \$97.60 per hour with a standby rate of \$48.80 an hour.
- b) 1961 International pumper with three person crew is \$217.60 per hour with a standby rate of \$108.80.
- c) 1973 International tanker with two person crew is \$158.80 per hour with a standby rate of \$79.40
- d) Portable 150 GPM pumps will be rented at the rate of \$25.00 an hour, portable 250 GPM pumps will be rented at the rate of \$75.00 an hour. Both rates include operators.
- e) All department personnel requested to work on the fire by the park will be paid at the rate of at least \$8.80 per hour, not counting operators of trucks.
- f) Power saws will be rented at a rate of \$25.00 per hour, including operators.

## APPENDIX B

For the purposes of this MOU, the following person will be considered in descending order as the Superintendent's designated representatives:

- 1) Bruce McKeeman, Chief Ranger (218) 283-9821
- 2) Chuck Remus, Namakan District Ranger (218) 875-2116
- 3) Raoul Lufbery, Facility Manager (218) 283-9821
- 4) Mike Larsen, Kabetogama Sub-District Ranger (218) 875-2116



## APPENDIX C

### Key Department command Personnel:

- 1) Rocky Lehto, Chief (218) 875-2585
- 2) Bob Nevalinen, Assistant Chief (218) 875-3961
- 3) Ricky Oveson, Captain (218) 875-2681