

Minnesota Department of Natural Resources

500 Lafayette Road . Saint Paul, Minnesota . 55155-4037

Office of the Commissioner

651-259-5555



February 10, 2009

Rep. Jean Wagenius
449 State Office Building
St. Paul, Minnesota 55155

Senator Ellen Anderson
120 Capitol
St. Paul, Minnesota 55155

Rep. Kent Eken
575 State Office Building
St. Paul, Minnesota 55155

Senator Satveer Chaudhary
205 Capitol
St. Paul, Minnesota 55155

Rep. David Dill
571 State Office Building
St. Paul, Minnesota 55155

Members:

The Minnesota Department of Natural Resources (DNR) submits this report as required by 2008 Minn. Laws, Ch. 368, Sec. 71, which directed DNR to "report to the house of representatives and senate committees with jurisdiction over environment and natural resources budget and policy on any state and federal contractual agreements and the legal relationship between the state and federal authorities relating to the navigable waters under the state's jurisdiction as described in Minnesota Statutes, section 848.061, within Voyageurs National Park.

If you have any further questions, please do not hesitate to Craig Engwall, Northeast Regional Director at 218-999-7913.

Sincerely,

A handwritten signature in black ink that reads 'Mark Holsten'.

Mark Holsten
Commissioner
Minnesota Department of Natural Resources

Legislative Report on 2008 Minn. Laws, Ch. 368, Sec. 71
Contractual Agreements Regarding Voyageurs National Park
Prepared by Minnesota Dept. of Natural Resources, Craig Engwall
January 15, 2009

Report Preparation Cost

Pursuant to Minnesota Statutes, § 3.197, the costs of preparation of this report are estimated at \$400 in staff time for research and completion of this report.

Authority

The Minnesota Department of Natural Resources (DNR) submits this report as required by 2008 Minn. Laws, Ch. 368, Sec. 71, which directed DNR to “report to the house of representatives and senate committees with jurisdiction over environment and natural resources budget and policy on any state and federal contractual agreements and the legal relationship between the state and federal authorities relating to the navigable waters under the state’s jurisdiction as described in Minnesota Statutes, section 84B.061, within Voyageurs National Park.”

Report

Following a thorough review of DNR records and in consultation with the Attorney General’s Office, the single agreement in effect between DNR and Voyageurs National Park (VNP) is a general agreement executed in May 2006 (attached hereto).

With respect to law enforcement within the Park, VNP has concurrent jurisdiction that was established by Congress when VNP was created in 1975. This concurrent jurisdiction provides Federal Enforcement agencies, DNR Enforcement, as well as County Sheriffs, law enforcement authority within the entire Park. Other Law Enforcement Agencies besides DNR Enforcement and County Sheriffs working in VNP include the U.S. Border Patrol and U.S. Coast Guard. VNP has a Superintendent, Chief Law Enforcement Ranger, as well as several field level District and Sub-District Rangers. VNP also has its own wildlife and fisheries program complete with field biologists. Excellent cooperation exists between DNR Enforcement and VNP within the park, especially in the Law Enforcement divisions. VNP Rangers and DNR Conservation Officers (C.O.s) have worked side by side on countless patrols in boats in the summer and on snowmobiles in the winter. VNP has also allowed sharing of equipment such as radios, protective clothing, and workboats. VNP provides DNR Enforcement with a boat slip at their Kabetogama Visitor Center.

- Some examples of cooperation between agencies are:
 - DNR Enforcement assisting VNP Rangers on countless search and rescues in the summer and winter, late at night when boaters or snowmobilers never returned or were overdue.
 - DNR Enforcement assisting VNP Rangers on snowmobile fatalities or rescues to injured parties.
 - DNR C.O. assisting VNP Rangers several times searching for, dragging, and recovering victims of drowning and boating accidents.

- DNR C.O. assisting VNP Rangers at VNP public boat ramp where intoxicated boater threatens victims with a gun and was prosecuted in County Court and served prison time.
- DNR C.O. assists VNP Rangers with countless wildlife problem; bears and beavers causing damage to citizens in or bordering VNP.
- DNR C.O. assists VNP with interviews on numerous big game violations when called by VNP Rangers on violations that occurred within VNP but then left outside the Park where Rangers didn't have any jurisdiction.
- VNP Rangers searched for and rescued a DNR C.O. from a life threatening snowmobile accident.

While there is cooperation between DNR and VNP with respect to enforcement within the Park, DNR C.O.s only enforce state law within the Park and do not enforce federal regulations. VNP Rangers enforce their own Code of Federal Regulations for VNP violations, and also assimilate state law violations such as fishing slot limit violations where the federal rules may not apply. VNP Rangers enforce the VNP snowmobile speed limit of 45 mph. DNR Enforcement has never enforced this federal law and, instead, enforces the Minnesota snowmobile speed limit of 50 mph statewide.

DNR C.O.s and VNP Rangers wear similar uniforms; green pants, green coats, but have distinct differences in shirts, patch insignias, and badges. DNR C.O.s are often misidentified as VNP Rangers and VNP Rangers are similarly misidentified as DNR C.O.s. This has often led to confusion when the public has been checked by a VNP Ranger in the morning and then checked by a DNR C.O. in the afternoon. The citizen may then claim to another that a DNR C.O. checked him twice. This especially happens in winter months when often times both DNR C.O.s and VNP Rangers wear the same green colored snowmobile suits.

DNR C.O.s have on occasion uncovered VNP violations on routine DNR checks. This info was documented and if attempts to locate VNP Rangers by radio were unsuccessful then information was turned over to Rangers at a later date. Examples of this were a felony conviction for illegal collecting of artifacts (arrowheads), a felony conviction for large quantity of marijuana and tar heroin, and possession of various firearms that are strictly prohibited.

05/2006

General Agreement
between
the Minnesota Department of Natural Resources
and
Voyageurs National Park

I. Background and Objectives

Whereas, the Minnesota Department of Natural Resources (hereinafter Department) and Voyageurs National Park, a unit of the National Park System (hereinafter Park), hereby enter into a General Agreement to provide for cooperation and coordination in the management, protection, and study of natural resources within the boundaries of Voyageurs National Park and for additional cooperation and coordination of activities pertaining to the Department or the Park, and

Whereas, the Department is vested with the functions, powers, duties, rights, and responsibilities provided in Chapter 84 of the Minnesota Statutes and other laws, and is charged with the duties for control of lands, parks, timber, waters, minerals, and wild animals of the State and shall do all things the Commissioner determines are necessary to preserve, protect, and manage natural resources, and

Whereas, Congress in the Organic Act of 1916, U.S.C., Sec.1, determined that the National Park Service's purpose is to conserve the scenery and the natural and historic objects and the wildlife and to provide for their enjoyment in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations, and

Whereas, it further determined that the authorization of activities be construed and the protection, management and administration of national parks be conducted in the light of the high public value and integrity of the National Park System, and

Whereas, Voyageurs National Park is a unit of the National Park System, under the United States Department of the Interior and authorized by 16 U.S.C. 160; et. seq. and

Whereas, the Department and the Park agree that for the purposes of the General Agreement, the word wildlife will include all species of fish and wildlife; and

Whereas, both the Department and the Park have responsibilities under Federal and State laws and regulations that affect natural resources within the 218,054-acre Voyageurs National Park, and

Whereas, the Minnesota State Legislature encouraged and concurred with the authorization and purpose of the Park, and the State's donation of land was elemental to the establishment of the Park, joint and cooperative endeavors between the Department and the Park have and continue to contribute substantially toward the management of natural resources and ensure the best interests of the people of Minnesota and the United States; and

Whereas, the Park and Department agree to discuss and collaborate on a variety of uses and issues which go beyond natural resources, recognizing parties may, of need, view specific issues differently; and

Now, therefore, both parties do mutually understand and agree as follows:

II. Statement of Work

A. Nothing in this General Agreement shall be construed as limiting or expanding the statutory or regulatory responsibilities of the Department or the Park in performing functions beyond those granted to them by law or requiring either party to expend any sum in excess of its respective appropriations. This agreement is subject to the applicable laws of the State of Minnesota and the laws and regulations of the United States and the policies of the Secretary of the Interior.

B. Both parties will consult the other during initial planning and prior to implementation of actions affecting natural resources within the boundaries of Voyageurs National Park.

C. The Department and the Park will review, in advance, research and monitoring activities proposed by either party that would include collection of wildlife specimens for consumptive analysis or retention, and both parties will issue permits as appropriate.

D. That research proposals submitted to either the Department or the Park by a third party must be provided the other party prior to approval, and the researcher will be required to obtain appropriate permits.

E. To share field data except in situations where the exchange of such data would violate State or Federal laws or regulations. The parties will provide copies of reports prepared on work done within or adjacent to the park.

F. That all objects or specimens collected in the Park by any party will be managed in compliance with 36 Code of Federal Regulations (CFR) 2.5 and will remain the property of the National Park Service.

1. Specimens or objects destroyed as a result of research or monitoring activities, which authorized the destruction of specimens collected, will be documented in field notes and described in required reports to be provided to the Park.

2. Specimens or objects collected from within the boundaries of the Park that are not destroyed will be cataloged and labeled as required by 36 CFR 2.5.

3. Collections may be placed on long-term loans, as needed, with the Department.

G. To meet at least annually to address issues of mutual concern and implementation of this General Agreement and to provide for other meetings or agreements on specific issues such as fire management, law enforcement, fisheries management, educational programs, trail construction and management, cooperative studies, plans, wildlife surveys, hunting, fishing, and trapping regulations, boating and snowmobiling safety, and other such matters that may be relevant to coordination and cooperation between the Department and the Park. Parties will alternate years in coordinating the meeting and preparing the agenda.

H. Expedite review of actions or proposals under consideration by the other party for timely review and comment on proposals.

I. To cooperate to the extent possible and appropriate in the joint enforcement of applicable game, fish and recreation laws on lands and waters within the park.

III. Terms of Agreement

The terms of this General Agreement shall remain in effect for a term of five (5) years unless rescinded by either party upon 60 days written notice. This General Agreement may be amended at any time upon written agreement of the Department and the Park.

IV. Property Utilization

The Department and the Park may enter into working arrangements for the use of lands (including trails), buildings, and other facilities owned and operated by either party hereto to the extent possible, and document these uses through appropriate permits or separate supplemental agreements.

V. Termination

Either party may terminate this General Agreement by providing 60-days written notice to the other.

VI. Required Clauses

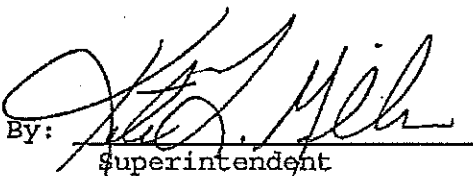
A. During the performance of this, and any supplemental agreements, the participants agree to abide by the terms of Executive Order 11246, dated September 24, 1965, as amended by Executive Order 11375, dated October 13, 1967, on nondiscrimination and will not discriminate against any person because of 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.

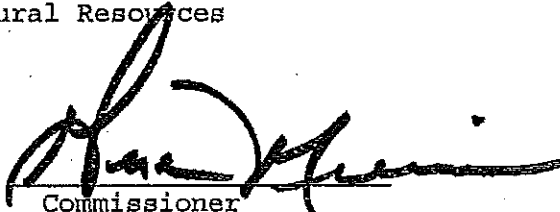
B. No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this General Agreement, to any benefit that may arise therefrom; that this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

VII. Signatures

Voyageurs National Park

Minnesota Department of
Natural Resources

By: 
Superintendent

By: 
Commissioner

Date: 10 May, 2006

Date: 5-19-05