

**COOPERATIVE FIRE AGREEMENT**

**Between**

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR**

**And**

**STATE OF MINNESOTA  
Department of Natural Resources**

**For**

**Wildfire Protection of the Four Minnesota Sioux Communities**

B43386

THIS AGREEMENT, effective the date of the last signature to this agreement, is entered into by and among the UNITED STATES OF AMERICA, Department of the Interior, Bureau of Indian Affairs, Midwest Regional Office, hereinafter referred to as the "BUREAU", and the STATE OF MINNESOTA, Department of Natural Resources, hereinafter referred to as the "STATE":

WITNESSETH:

WHEREAS, the BUREAU is authorized to enter into this cooperative agreement pursuant to the Act of September 20, 1922, 42 Stat. 857, 16 U.S.C., §594 and the Act of May 27, 1955, 69 Stat. 66, 42 U.S.C., §§ 1856 and 1856a; and

WHEREAS, the STATE is authorized to enter into this Agreement pursuant to Minn. Stat. §§ 84.025 Subd. 7, 89.01, Subd. 4, and 90.041, Subd. 1; and

WHEREAS, the BUREAU has responsibility for wildfire protection on trust lands for the Upper Sioux Indian Community, Lower Sioux Indian Community, Prairie Island Indian Community, and Shakopee Mdewakanton Sioux Community; and

WHEREAS, the STATE has responsibility for wildfire protection on lands other than those trust lands within the Upper Sioux Indian Community, Lower Sioux Indian Community, Prairie Island Indian Community, and Shakopee Mdewakanton Sioux Community or within the responsibility of another federal or local agency; and

WHEREAS, certain forest lands which the STATE is obligated to protect from wildfire are intermingled or adjacent to those certain lands which the BUREAU is obligated to protect from wildfire; and

WHEREAS, it is advantageous to both parties to this Agreement to provide the most effective and economical wildfire protection system for those lands;

NOW THEREFORE, the BUREAU and STATE do hereby agree to the following terms and conditions:



ARTICLE I

1.01

BUREAU OBLIGATIONS: To the best of its ability, within its authority, and dependent on appropriation of funds for such purposes, the BUREAU agrees to:

- a. Promptly report all wildfires occurring adjacent to STATE protected lands to the appropriate STATE Regional Forestry Office.
- b. Provide a Tribal Resource Advisor when sensitive cultural areas are threatened or when requested by the BUREAU or STATE. The Tribal Resources Advisor will work directly with the Incident Commander to identify critical cultural areas and advise on suppression line construction location; and
- c. Provide resources when requested by the STATE; and
- d. Cooperate with the STATE in forest wildland fire prevention activities. The BUREAU/STATE will recommend tribal concurrence to closures, restrictions, sign postings, burning hours, and burning permit requirements as necessary. The STATE may grant emergency fire warden credentials to such BUREAU and/or Tribal personnel as the STATE deems appropriate; and
- e. Work with the Tribes to develop their own forest wildland fire regulations for their respective community or adopt the Minnesota forest wildland fire regulations, which will be administered by their respective Tribe. The power to enforce and arrest for violations of Tribal forest wildland fire regulations shall lie in their respective Tribal law enforcement program and Tribal court system; and
- f. Work with the respective Tribal law enforcement office to gather and preserve all information and evidence pertaining to the cause of any forest wildfire originating on or damaging trust lands protected under the provisions of this Agreement. It shall be the responsibility of the BUREAU to pursue recovery of its damages resulting from wildland fires occurring on the four Sioux Communities covered by this Agreement as the result of negligent, willful, or unlawful acts of any individual through the respective Tribal Court system and/or the Federal Magistrate.

MATERIALS MGMT DIV  
DEPT OF ADMINISTRATION  
STATE OF MINNESOTA

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ARTICLE II



2.01 STATE OBLIGATIONS: To the best of its ability, within its authority, and dependent on appropriation of funds for such purposes, the STATE agrees to:

- a. Assist local fire departments, upon request and availability, with firefighting resources, including, but not limited to; wildland engines, hand crews, tracked vehicles, helicopters and fixed wing aerial suppression resources.
- b. Coordinate large incident and numerous wildfire situations for all wildfires within Upper Sioux Indian Community, Lower Sioux Indian Community, Prairie Island Indian Community, and Shakopee Mdewakanton Sioux Community; and
- c. When requested by a Tribe(s), the STATE will assist the Tribe(s) to gather and preserve all information and evidence pertaining to cause of any forest wildland fire originating or damaging Upper Sioux Indian Community, Lower Sioux Indian Community, Prairie Island Indian Community, and Shakopee Mdewakanton Sioux Community protected under the provisions of this Agreement; and
- d. The STATE will submit all necessary statistical reports of forest wildland fires burning on Upper Sioux Indian Community, Lower Sioux Indian Community, Prairie Island Indian Community, and Shakopee Mdewakanton Sioux Community in the same manner as for other forest wildland fires burning within the boundaries of the State of Minnesota and will furnish the Regional Director a copy of individual forest wildland reports of all forest wildland fires that have occurred on Upper Sioux Indian Community, Lower Sioux Indian Community, Prairie Island Indian Community, and Shakopee Mdewakanton Sioux Community within 30 working days following the extinguishment of the wildfires or soon thereafter as possible.

### ARTICLE III

3.01 The parties to this Agreement agree to pay all reimbursable wildfire suppression costs incurred when a party responds to a request to suppress wildfire on lands the requester is obligated to protect. Reimbursable costs shall be defined as those extra costs incurred by the responding party. Salaries of the BUREAU and STATE personnel shall not be reimbursed during the first 24-hour period of a wildfire. After the first burning period, salaries of BUREAU, and STATE personnel shall be reimbursed. The burning period is first 24-hour period following a start of a wildfire.

3.02 The party with authority to make the initial decision regarding suppression will be responsible for all suppression costs in the event that the deciding party takes limited suppression action (or none) and as a consequence the wildfire burns onto



the lands protected by the other party and requires suppression by that party.

3.03 Reimbursement will be made as soon as possible after costs become known on each wildfire. Such reimbursement will be paid upon submission to the BUREAU or the STATE of a bill showing:

1. The name and date of each wildfire.
2. The location of each wildfire.
3. The itemized cost of each wildfire.

3.04 Access to Information: The books, records, documents, and accounting procedures of the BUREAU and STATE relevant to this Agreement shall be subject to examination by the other party upon request and as provided by law.

#### ARTICLE IV

4.01 Nothing in this Agreement shall be understood to impair the right of the United States or the State of Minnesota to recover costs, damages or penalties from third parties under applicable Minnesota, or Federal Law.

4.02 No State or Federal Official shall be admitted to any share or part of this contract, or any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such contract if made with a corporation for its general benefit.

4.03 Nothing in this Agreement shall be construed as binding either party hereto to expend any sum in excess of the appropriation or appropriations available.

4.04 Each party agrees to waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

4.05 Each party agrees that they will be responsible for their own act and results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

4.06 Meetings may be called by either party to this Agreement after consultation with the other party, at such time and place as agreed upon to discuss any problems related to forest wildland fire protection or arising under this Agreement.

#### ARTICLE V



- 5.01 The BUREAU and STATE agree that at least once each year, prior to March 1, they will meet to inter alia:
- a. Discuss and prepare annual work and contingency plans; and
  - b. Exchange both an updated list of all personnel responsible for fulfilling the obligations of this Agreement and a list of all equipment available to those personnel; and
  - c. Apprise one another of the name (s) of Tribal Resource Advisors designated for purposes of Section 1.01 (b); and
  - d. Provide one another of maps indicating any new land acquisitions by either party. The map(s) will be attached to this Agreement as Attachment A.

## ARTICLE VI

### DURATION - TERMINATION

- 6.01 This Agreement shall be effective as of the date of the last required signature and shall remain in full force and effect for five (5) years, unless canceled by not less than sixty (60) days written notice from one party to the other party.
- 6.02 The parties agree that this Agreement may be terminated at any time in writing by mutual consent.



IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office and STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement on the date first herein above mentioned.

STATE OF MINNESOTA  
Department of Natural Resources

UNITED STATES OF AMERICA  
Department of the Interior  
Bureau of Indian Affairs  
Midwest Regional Office

Approved:

Approved:

BY:

BY:

Commissioner of Natural  
Resources

Midwest Regional Director

Date:

Date:

APR 06 2010

STATE OF MINNESOTA  
Commissioner of Administration

BUREAU OF INDIAN AFFAIRS  
Midwest Regional Contracting Officer

Approved:

Concur:

By:

By:

Date:

Date:

next page

B43386



March 23, 2010

Four Sioux Communities Cooperative Fire Agreement

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office and STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement on the date first herein above mentioned.

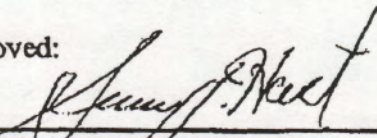
STATE OF MINNESOTA  
Department of Natural Resources

UNITED STATES OF AMERICA  
Department of the Interior  
Bureau of Indian Affairs  
Midwest Regional Office

Approved:

Approved:

BY: \_\_\_\_\_  
Commissioner of Natural  
Resources

BY:  \_\_\_\_\_  
ACTING Midwest Regional Director

APR 06 2010

Date: \_\_\_\_\_

Date: \_\_\_\_\_

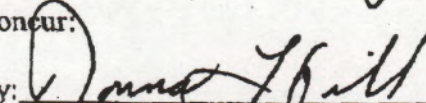
STATE OF MINNESOTA  
Commissioner of Administration

BUREAU OF INDIAN AFFAIRS  
Midwest Regional ~~Contracting Officer~~  
*Grants Mgmt Specialist*

Approved:

Concur:

By: \_\_\_\_\_

By:  \_\_\_\_\_

APR 07 2010

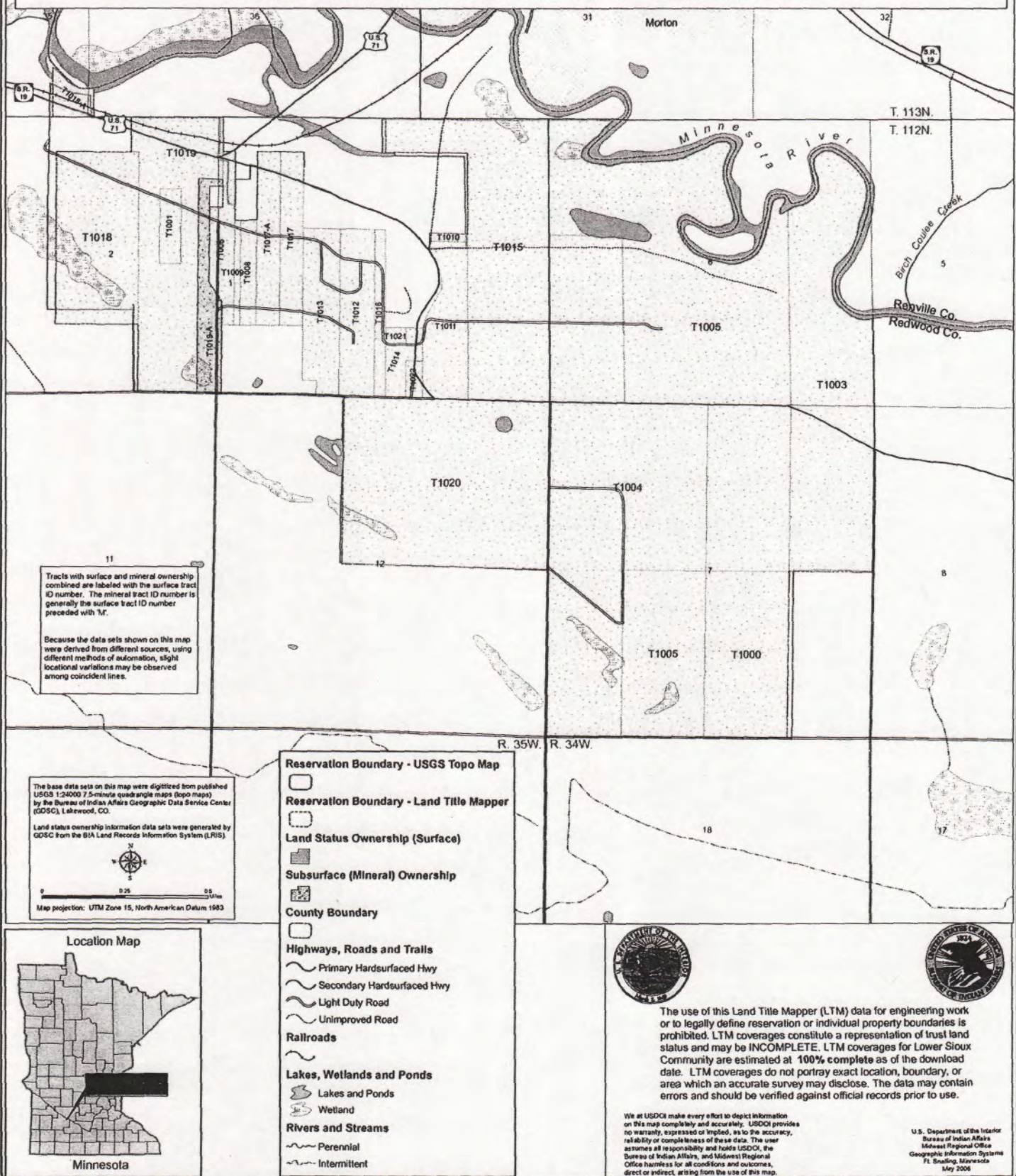
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# Land Status Ownership - Lower Sioux Reservation

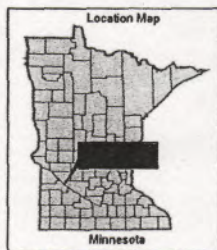
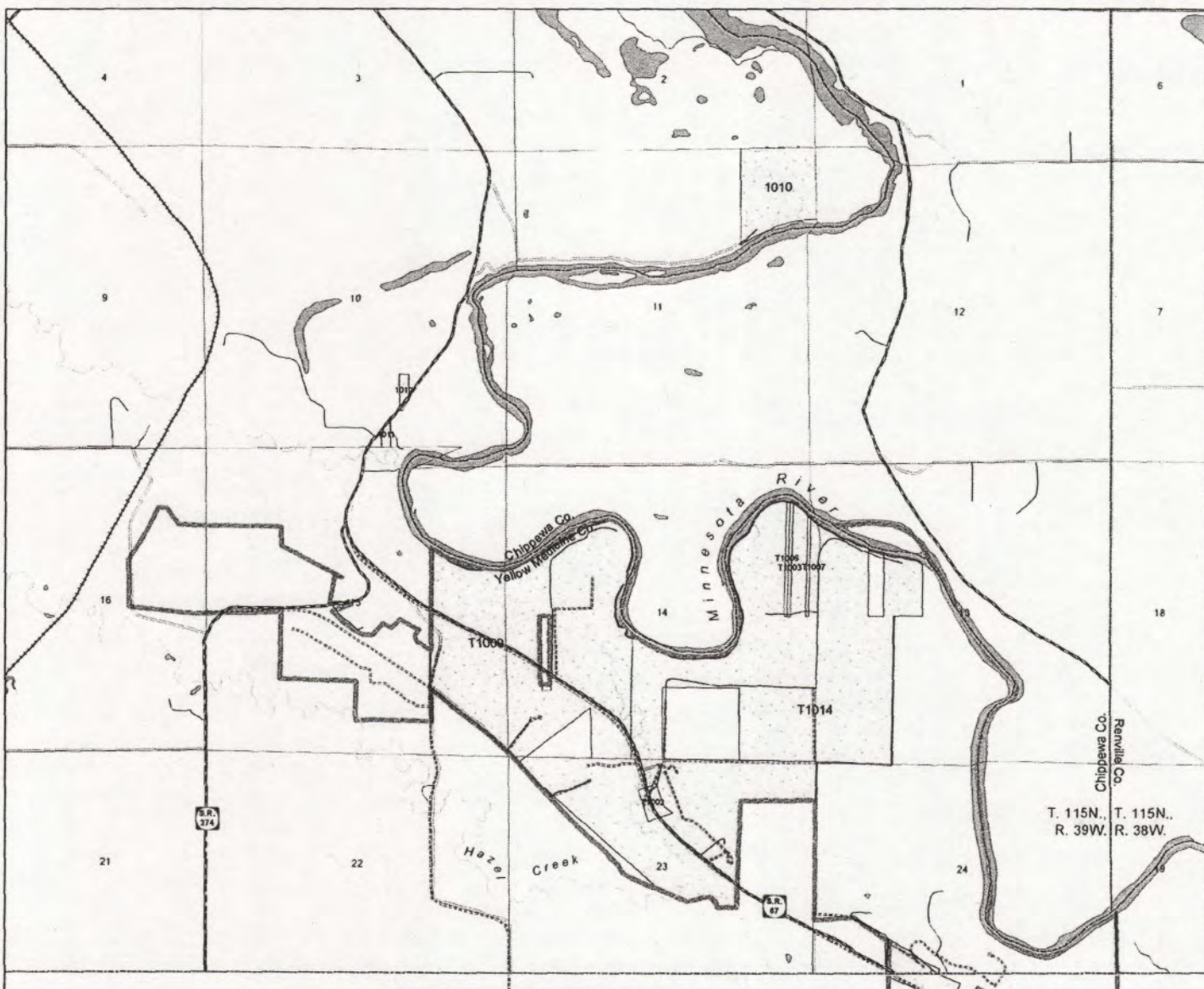
## LRIS / TAAMS Land Record - 03/17/2004





# Land Status Ownership - Upper Sioux Reservation

## LRIS / TAAMS Land Record - 03/17/2004



Tracts with surface and mineral ownership combined are labeled with the surface tract ID number. The mineral tract ID number is generally the surface tract ID number preceded with 'M'.

Because the data sets shown on this map were derived from different sources, using different methods of automation, slight locational variations may be observed among coincident lines.

The base data sets on this map were digitized from published USGS 1:24000 7.5-minute quadrangle maps (topo maps) by the Bureau of Indian Affairs Geographic Data Service Center (GDSC), Lakewood, CO.

Land status ownership information data sets were generated by GDSC from the BIA Land Records Information System (LRIS). Additional Community boundary information and the more detailed road network information with the Community boundary were provided by the Tribe.



Map projection: UTM Zone 15, North American Datum 1983

### Reservation Boundary - USGS Topo Maps

### Upper Sioux Community Boundary - 2005

### Land Status Ownership (Surface)

### Subsurface (Mineral) Ownership

### County Boundary

### Highways, Roads and Trails

- Primary Hard surfaced Highway
- Secondary Hard surfaced Highway
- Light Duty Road
- Unimproved Road
- Trail

### Road Network - Tribal / BIA

### Railroads

### Lakes, Ponds and Reservoirs

### Streams, Ditches and Channels

- Perennial
- Intermittent

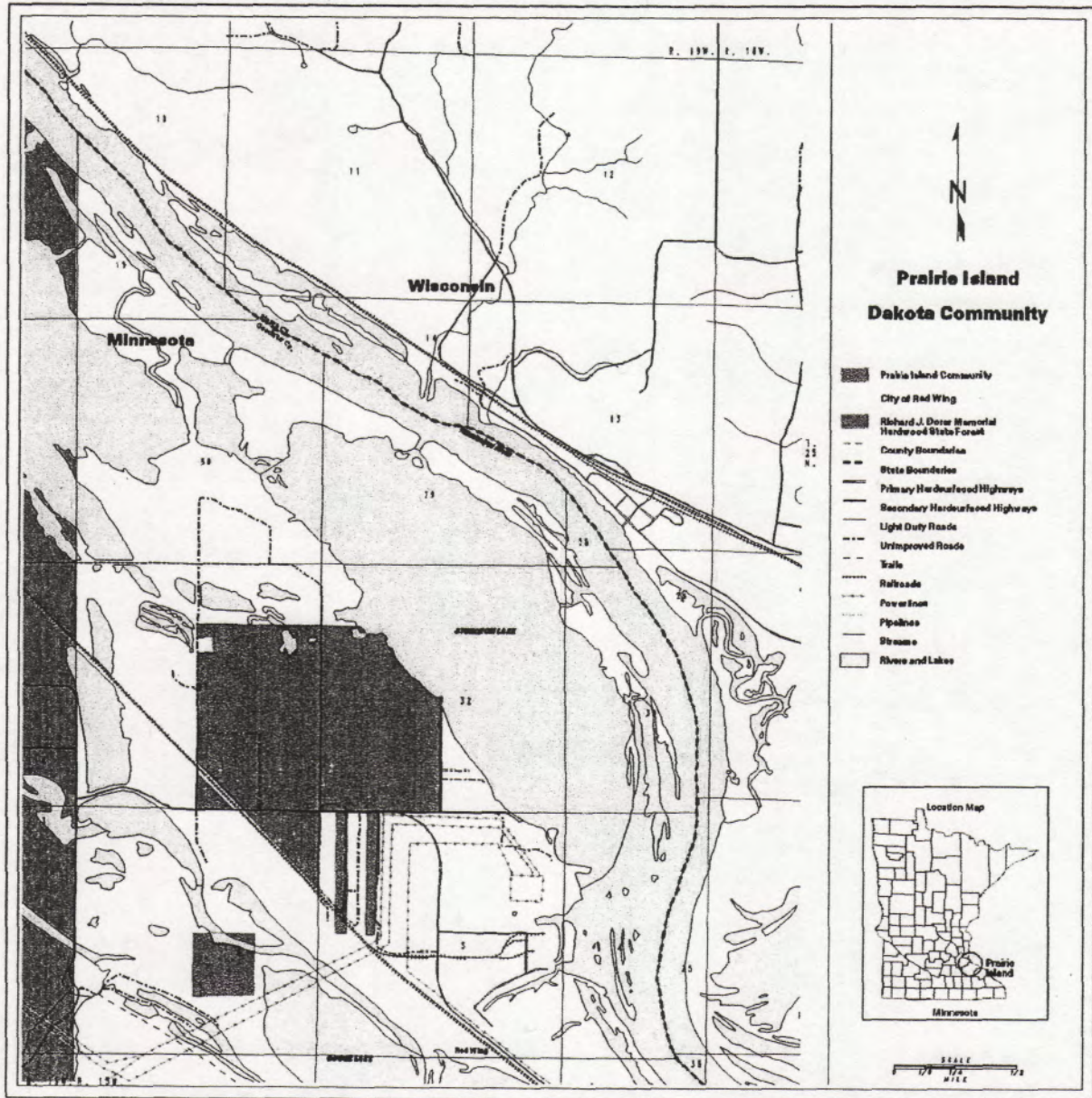


The use of this Land Title Mapper (LTM) data for engineering work or to legally define reservation or individual property boundaries is prohibited. LTM coverages constitute a representation of trust land status and may be INCOMPLETE. LTM coverages for Upper Sioux Community are estimated at 100% complete as of the download date. LTM coverages do not portray exact location, boundary, or area which an accurate survey may disclose. The data may contain errors and should be verified against official records prior to use.

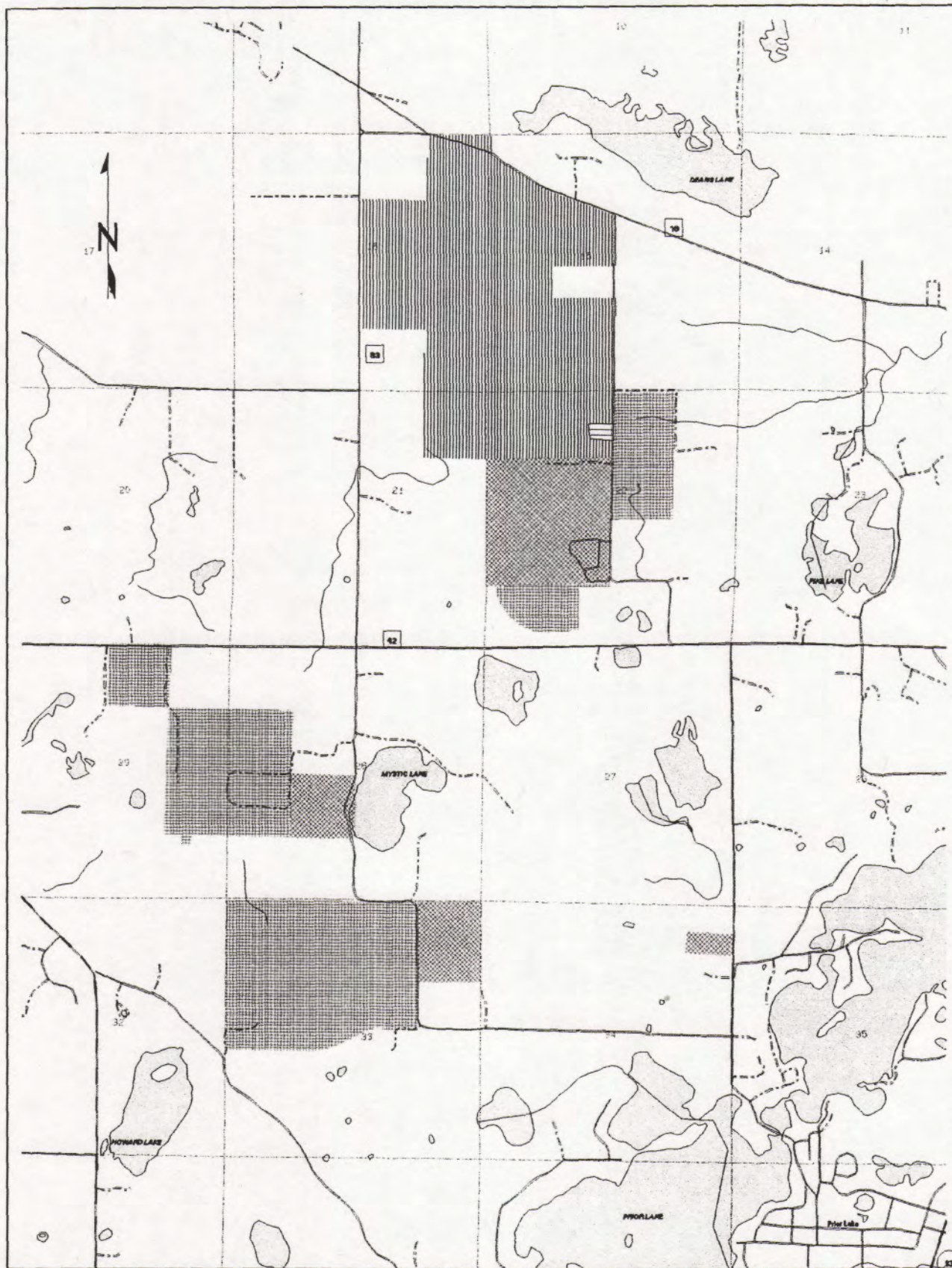
We at USDOI make every effort to depict information on this map completely and accurately. USDOI provides no warranty, expressed or implied, as to the accuracy, reliability or completeness of these data. The user assumes all responsibility and holds USDOI, the Bureau of Indian Affairs, and Midwest Regional Office harmless for all conditions and outcomes, direct or indirect, arising from the use of this map.

U.S. Department of the Interior  
Bureau of Indian Affairs  
Midwest Regional Office  
Geographic Information Systems  
St. Paul, Minnesota  
February 2006

















# SHAKOPEE MDEWAKANTON DAKOTA COMMUNITY

## Land Status Map

-  Primary Hard Surface Road
-  Secondary Hard Surface Road
-  Light Duty Road
-  Unimproved Road

-  Trust Status
-  Reservation and Trust Status
-  Fee Status
-  Non-Tribal Land

