

COOPERATIVE WILDFIRE AGREEMENT
Between the
UNITED STATES OF AMERICA
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs
And
GRAND PORTAGE BAND OF LAKE SUPERIOR CHIPPEWA
And
STATE OF MINNESOTA
Department of Natural Resources

THIS AGREEMENT, effective as of the date of the last required signature, 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", GRAND PORTAGE BAND OF LAKE SUPERIOR CHIPPEWA, hereinafter referred to as the "TRIBE", 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 the National Indian Forest Resources Management Act, P.L. 101-630, 25 U.S. C., 1301; and

WHEREAS, the TRIBE is authorized to enter into this Agreement pursuant to the Revised Constitution and Bylaws of the Minnesota Chippewa Tribe and the Bylaws of the Grand Portage Band; 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 wildland fire protection on trust lands, which are within the boundaries of the Grand Portage Reservation; and

WHEREAS, the TRIBE has assumed the BUREAU'S wildland fire protection responsibility on those lands subject to 25 U.S.C., 3120; and

WHEREAS, the STATE has responsibility for wildland fire protection on lands other than those trust lands either within the Grand Portage Reservation or within the responsibility of another federal or local agency; and

WHEREAS, certain forest lands which the STATE has responsibility for wildland fire protection are intermingled or adjacent to certain lands over which the TRIBE and BUREAU have responsibility for wildland fire protection; and

WHEREAS, it is advantageous to all parties to this Agreement to provide the most effective and

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economical wildland fire protection system for those lands.

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

ARTICLE I

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

- a. Provide wildland fire protection for all lands within the boundaries of the Grand Portage Reservation;
- b. Designate the Forestry Office as a cooperating Office for communications and coordination of wildland fire activities;
- c. Promptly report all wildland fires occurring on adjacent STATE protected lands to the Area Forestry Office, Two Harbors, Minnesota and when requested by the STATE, take initial action on such wildland fires until relieved by the STATE provided the wildland fire is within reasonable distance of the Reservation boundary and such action will not leave Reservation lands unprotected;
- d. Assume control, as soon as practical, of that portion of any wildland fire which burns onto Reservation lands and be responsible for suppression of that portion of the wildland fire.
- e. Provide a Resource Advisor when sensitive cultural areas are threatened or when requested by the BUREAU or STATE. The Resource Advisor will work directly with the Incident Commander to identify critical cultural areas and advise on suppression line construction location.

ARTICLE II

2.01 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. Assist the TRIBE in preparation of mutual aid and wildland fire reimbursable agreements, contracts, and/or memorandums of understanding;
- b. Provide resources when requested by the TRIBE or STATE;
- c. Coordinate large incident and numerous wildland fire situations for wildland fires within the Grand Portage Reservation. The BUREAU will pay all direct expenses related to large wildland fire incident and numerous wildland fire situations on and off the Grand Portage Reservation, but near and having potential impact to Grand Portage Reservation.

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ARTICLE III

3.01 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. Promptly report all wildland fires occurring on adjacent TRIBE protected lands to Grand Portage Forestry, Grand Portage, Minnesota and, when requested by the TRIBE, take initial action on such wildland fires until relieved by the TRIBE provided the wildland fire is within reasonable distance of the STATE responsibility boundary and such action will not leave STATE protected lands unprotected.
- b. Assume control, as soon as practical, of that portion of any wildland fire which burns onto STATE protected lands and be responsible for suppression of that portion of the wildland fire.

ARTICLE IV

4.01 The parties to this Agreement agree to pay all reimbursable wildland fire suppression costs incurred when a party responds to a request to suppress wildland fire on lands over which the requester has wildland fire protection responsibilities. Reimbursable costs shall be defined as those extra costs incurred by the responding party. Salaries of the TRIBE, BUREAU, and STATE personnel shall not be reimbursed during the first burning period. After the first burning period, salaries of TRIBE, BUREAU, and STATE personnel shall be reimbursed. The first burning period is the first day of the wildland fire up until midnight.

4.02 The party with authority to make the initial decision regarding suppression will be responsible for all suppression costs in the event that the initial deciding party takes limited suppression action (or none) and as a consequence the wildland fire burns onto the lands over which the other party has responsibility and requires suppression by that party.

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

- a. The name and date of each wildland fire.
- b. The location of each wildland fire.
- c. The itemized cost of each wildland fire.

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

ARTICLE V

5.01 Nothing in this Agreement shall be understood to impair the right of the United States,

the Grand Portage Band of Lake Superior Chippewa, or the State of Minnesota to recover costs, damages or penalties from third parties under applicable Minnesota, Federal, or Tribal law.

- 5.02 No State, Federal, or Tribal Official, shall be admitted to any share or part of this Agreement or any benefit that may arise therefrom. Nothing, however, herein contained shall be construed to extend to such Agreement if made with a corporation for its general benefit.
- 5.03 Nothing in this Agreement shall be construed as binding any party hereto to expend any sum in excess of available appropriations.
- 5.04 The parties agree 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.
- 5.05 The liability of each party with regard to employee and third party claims will be in accordance with applicable law, i.e. Minnesota law for the State, and federal law, including the Federal Tort Claims Act (FTCA) and Federal Employee Compensation Act (FECA) for the BUREAU as well as federal and tribal law for the TRIBE. (Tribal employees carrying out BUREAU functions are considered to be federal employees acting within the scope of their employment for purposes of FTCA and FECA coverage).
- 5.06 Meetings may be called by any party to this Agreement after consultation with the other parties, as such time and place as agreed upon to discuss any problems related to wildland fire suppression activities arising under this Agreement.

ARTICLE VI

- 6.01 The TRIBE, BUREAU, and STATE agree that at least once each year, prior to March 15, they will meet to inter alia:
 - a. Discuss and prepare annual work and contingency plans;
 - 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;
 - c. Apprise one another of the name (s) of Resource Advisors designated for purposes of Section 1.01; and
 - d. Provide one another maps indicating any new land acquisitions by either party; and.

ARTICLE VII

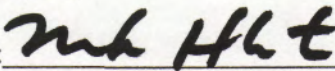
DURATION - TERMINATION

- 7.01 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 from that date unless canceled by not less than sixty (60) days written notice from one party to any other party.
- 7.02 This Agreement may at any time be terminated, in writing, by mutual consent.

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office, TRIBE through the Grand Portage Tribal Chairman, Grand Portage Band of Lake Superior Chippewa and the STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement intended to be bound thereby.

STATE OF MINNESOTA
Dept. of Natural Resources

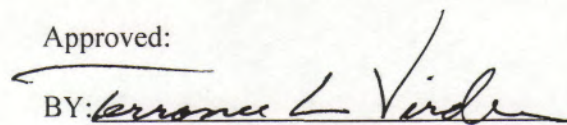
Approved:

BY: 
Commissioner of Natural Resources
Resources

Date: 7.10.09

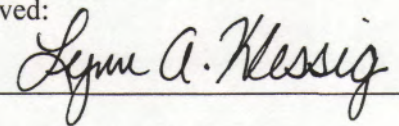
UNITED STATES OF AMERICA
Dept. of the Interior
Bureau of Indian Affairs
Midwest Regional Office

Approved:

BY: 
Regional Director

Date: 5-18-09

STATE OF MINNESOTA
Comm. of Administration
Approved:

By: 

Date: 9/14/09
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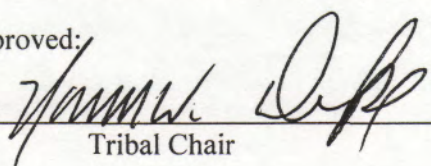
BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
Concur:

By: See next page
Contracting Officer

Date: _____

GRAND PORTAGE BAND OF LAKE SUPERIOR CHIPPEWA

Approved:

By: 
Tribal Chair

Date: 4/3/09

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Regional Director of the Midwest Regional Office, TRIBE through the Grand Portage Tribal Chairman, Grand Portage Band of Lake Superior Chippewa and the STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this Agreement intended to be bound thereby.

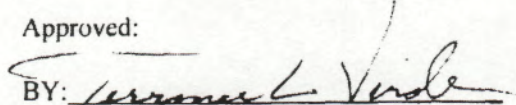
STATE OF MINNESOTA
Dept. of Natural Resources

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

Approved:

Approved:

BY: _____
Commissioner of Natural Resources
Resources

BY: 
Regional Director

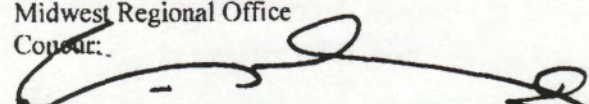
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Date: 5-18-09

STATE OF MINNESOTA
Comm. of Administration
Approved:

BUREAU OF INDIAN AFFAIRS
Midwest Regional Office
Contracting Officer

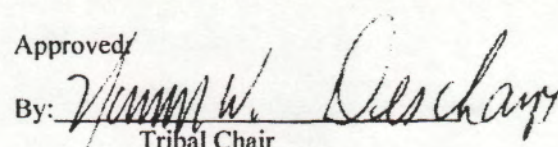
By: _____

By: 
Contracting Officer

Date: _____

Date: 6/18/09

GRAND PORTAGE BAND OF LAKE SUPERIOR CHIPPEWA

Approved:
By: 
Tribal Chair

Date: 4/13/09