

Commissioner's Order No. 247-97
Natural Resources



A Commissioner's Order authorizing approval of Mille Lacs Band of Chippewa Indians Department of Natural Resources to enter into a Cooperative Agreement on Fire Protection.

WHEREAS: the Commissioner of Natural Resources has the power to regulate natural resources within the jurisdiction of the Mille Lacs Band of Chippewa Indians through 11 MLBSA Sec. 2002 and Sec. 2003; and

WHEREAS: the management and protection of a natural resource is under the jurisdiction of the Mille Lacs Band of Chippewa Indians Department of Natural Resources; and

WHEREAS: the management and protection will include forest and natural resources on trust lands and Indian lands, and

WHEREAS: Indian lands are those lands owned by the Mille Lacs Band of Chippewa within or outside the Mille Lacs Reservation, and

WHEREAS: the priority for the forest and natural resources will be the preservation of the resources through the Forestry Fire Management Program; and

WHEREAS: the United States Department of Interior, Bureau of Indian Affairs has an interest in establishing a Cooperative Agreement with the Mille Lacs Band's Department of Natural Resources on the management and protection of the forest and natural resources on trust lands and Indian lands taking; and

WHEREAS: nothing herein or the application thereof shall be construed by any government, agency, person or circumstance as a waiver by the Non-Removable Mille Lacs Band of Chippewa Indians of the solemn, special trust obligation of the United States of America, and

WHEREAS: pursuant to the provisions of 11 MLBSA Sec. 2003 the Commissioner of Natural Resources is empowered to execute the said Cooperative Agreement for the Mille Lacs Band of Chippewa Indians Department of Natural Resources.

NOW THEREFORE, by the authority vested in me by the Mille Lacs Band of Chippewa Indians under tribal law, I, Don Wedll, Commissioner of Natural Resources for the Mille Lacs Band approve the Cooperative Fire Agreement between the United States of America, Department of the Interior, Mille Lacs Band of Chippewa Indians and State of Minnesota , Department of Natural Resources.

COOPERATIVE FIRE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
Department of the Interior
and
MILLE LACS BAND OF CHIPPEWA INDIANS
and
STATE OF MINNESOTA
Department of Natural Resources

THIS AGREEMENT, entered into this 1st of April 1997, by and between the UNITED STATES OF AMERICA, Department of the Interior, Bureau of Indian Affairs, Minneapolis Area Office, hereinafter referred to as the "BUREAU", Mille Lacs Band of Chippewa Indians, hereinafter referred to as the "TRIBE", and the STATE OF MINNESOTA, acting by and through the Commissioner of the Department of Natural Resources, Division of Forestry, 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.

WHEREAS, the TRIBE is authorized to enter this Agreement pursuant to the National Indian Forest Resources Management Act P.L. 10-630, 25 U.S.C. § 1301.

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

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

WHEREAS, it is necessary to provide the most effective and economical wildfire 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 The BUREAU is obligated to protect from wildfire, all trust lands of the Mille Lacs Indian Reservation.
- 1.02 The TRIBE has assumed wildfire protection from the BUREAU for all trust lands within the boundaries of the Mille Lacs Indian Reservation, which includes District I (Mille Lacs/Isle Lake Area), District II (Sandy Lake/East Lake Area), District III (Hinckley/Lake Lena Area), and other scattered trust lands.
- 1.03 The STATE is authorized to protect from wildfire, lands other than those either within the Mille Lacs Reservation or within the responsibility of another federal or local agency.

ARTICLE II

- 2.01 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. Take initial action on wildfires in the District I Area;
 - b. Promptly report all wildfires occurring in the District I Area, on adjacent STATE protected lands to the Regional Forestry Office, Brainerd, Minnesota;
 - c. Cooperate, and when requested by the STATE, take initial action on wildfires on lands which are protected by the STATE in the District I Area, until relieved by the STATE, provided the wildfire is within reasonable distance of the Reservation boundary and such action will not leave Indian lands unprotected;
 - d. Assume control, as soon as practical, of that portion of any wildfire in District I, which burns onto Reservation lands and be responsible for suppression of that portion of the wildfire.

- e. Provide a Resource Advisor when sensitive cultural areas are threatened or when requested by the BUREAU or STATE in all three Districts. The Resources Advisor will work directly with the Incident Commander to identify critical cultural areas and advise on suppression line construction location.

ARTICLE III

3.01 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 wildfire reimbursable agreements, contracts, and/or memorandums of understanding;
- b. Provide resources when requested by the TRIBE and/or STATE;
- c. Assist the STATE in coordinating large incident and numerous wildfire situations for wildfires within the Mille Lacs Reservation. The Federal government will pay all direct expenses related to large incident wildfire and numerous wildfire situations on the Mille Lacs Reservation.

ARTICLE IV

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

- a. Take initial action on wildfires on areas of the Mille Lacs Reservation designated as District II and III.
- b. Assume control, as soon as practical, of that portion of any wildfire which burns onto STATE protected lands and be responsible for suppression of that portion of the wildfire.
- c. Protect all scattered trust Mille Lacs Reservation trust lands, outside the three designated districts of the Mille Lacs Reservation.

- d. Coordinate large incident and numerous wildfire situations for all wildfires within the three designated Mille Lacs districts.

ARTICLE V

- 5.01 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 TRIBE, BUREAU and STATE personnel shall not be reimbursed during the first 24 hour period of a wildfire. After the first burning period, salaries of TRIBE, BUREAU, and STATE personnel shall be reimbursed. The burning period is first day of the wildfire up until midnight.
- 5.02 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.
- 5.03 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:
1. The name and date of each wildfire.
 2. The location of each wildfire.
 3. The itemized cost of each wildfire.
- 5.04 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 upon request and as provided by law.

ARTICLE VI

- 6.01 Nothing in this Agreement shall be understood to impair the right of the United States, Mille Lacs Band of

Chippewa Indians, or the State of Minnesota to recover costs, damages or penalties from third parties under applicable Minnesota, Federal, or Tribal law.

- 6.02 No member of State, Federal, or Tribal 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.
- 6.03 Nothing in this agreement shall be construed as binding either party hereto to expend any sum in excess of the appropriation or appropriations available.
- 6.04 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.
- 6.05 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.

ARTICLE VII

- 7.01 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 2.01; and
 - d. Provide one another maps indicating any new land acquisitions by either party.

ARTICLE VII

DURATION - TERMINATION

8.01 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 the date in the first paragraph unless cancelled by not less than sixty (60) days written notice from one party to the other party.

8.02 The parties agree that this agreement may terminated at any time in writing by mutual consent.

IN WITNESS WHEREOF, the parties hereto, BUREAU through the Area Director of the Minneapolis Area Office, TRIBE through the Mille Lacs Chief Executive, Mille Lacs Band of Chippewa Indians and STATE through the Commissioner of Natural Resources, State of Minnesota, have executed this agreement on the date first hereinabove mentioned.

STATE OF MINNESOTA
Department of Natural Resources

UNITED STATES OF AMERICA
Department of the Interior
Bureau of Indian Affairs
Minneapolis Area Office
Approved:

Approved:

BY: _____
Commissioner of Natural
Resources

BY: _____
Minneapolis Area Director

Date: _____

Date: _____

STATE OF MINNESOTA
Commissioner of Administration

BUREAU OF INDIAN AFFAIRS
Minneapolis Area Contracting
Officer
Concur:

Approved:

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM AND
EXECUTION: MINNESOTA ATTORNEY
GENERAL

MILLE LACS BAND OF CHIPPEWA
INDIANS
Mille Lacs Commissioner of
Natural Resources
Approved:

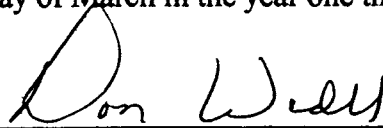
By: _____
Special Assistant Attorney
General

By: _____

Date: _____

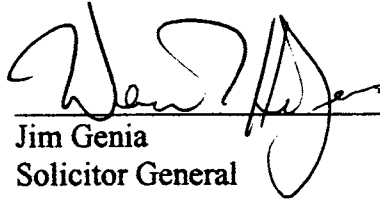
Date: _____

Dated at Vineland, Minnesota this 7th day of March in the year one thousand nine hundred and ninety-seven.



Don Wedll
Commissioner of Natural Resources

APPROVED AND NUMBERED AS TO
FORM AND EXECUTION



Jim Genia
Solicitor General

OFFICAL SEAL OF THE BAND