

MEMORANDUM OF AGREEMENT (AG3S004194)
BETWEEN THE
BUREAU OF INDIAN AFFAIRS
AND THE
STATE OF FLORIDA
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
FOR FIRE CONTROL

This Agreement is made and entered into by the Department of Interior, Bureau of Indian Affairs, hereinafter referred to as the BIA, and the Florida Department of Agriculture and Consumer Services, Division of Forestry, hereinafter referred to as the DOF.

1. Objective. To provide maximum cooperation in providing mutual assistance in fire detection, prevention, pre-suppression, and suppression services on BIA and DOF lands and to delineate responsibilities and procedures to ensure effective cooperation in providing such services.
2. Purpose. All parties hereto have fire protection responsibilities for lands under their respective jurisdictions. Wildland fire occurring on private lands or lands of one Agency may constitute a threat to the intermingled or adjacent lands of the other party. Cooperation in fire prevention, pre-suppression, suppression and related matter is, therefore, of mutual advantage to both the BIA and the DOF.
3. Cancellation. Upon agreement by both parties, this agreement cancels and superseded the previous Memorandum of Agreement No. S50C1420083 between the Bureau of Indian Affairs and the State of Florida.
4. Authority.
 - 4.1. BIA Authorities: "Protection Act of September 20, 1922" (42 Stat.857; 16 U.S.C. 594, 1958), "Reciprocal Fire Protection Act of May 27, 1955" (69 Stat. 66, 67; 42 U.S.C. 1856, 1856a. and b.), "Disaster Relief Act of May 22, 1974" (88 Stat. 143; 42 U.S.C. 5121), "Wildfire Suppression Assistance Act of 1989" (P.L. 100-428, as amended by P.L. 101-11, April 7, 1989, and Department of Interior Manual (590 DM and 910 DM) "National Indian Forest Management Act of 1990" (25 U. S. C. 3101)
 - 4.2. DOF: Section 589.04, Florida Statutes.
5. Definitions.
 - 5.1 BIA Lands: Lands administrated and/or protected by BIA: these lands constitute BIA's jurisdictional area. The BIA has primary responsibility for all lands within the Miccosukee, Seminole Brighton, Seminole Big Cypress, Seminole Immokalee, Seminole Ft. Pierce, and Poarch Creek (Escambia County) trust land and Federal Reservations. This includes all privately owned lands within the reservation boundaries for purpose of the agreement (see attached map).
 - 5.2 DOF Lands: Lands administered and/or protected by DOF: these lands constitute DOF's jurisdictional area.
 - 5.3 Protecting Agency: The party with primary responsibility for suppression of wildland fires on a particular piece of land.
 - 5.4 Supporting Agency: The party with secondary responsibility for suppression of wildland fires on a particular piece of land, i.e., the party furnishing assistance or support to the protecting Agency.

- 5.5 Reciprocal Attack Zone: A predetermined area, defined by mutual consent of the parties hereto, see Paragraph 10.4, within which the supporting Agency may take initial suppression action without request on wildland fires burning on lands of the protecting Agency. Reciprocal attack zone are recognized as areas in which wild fire threatens the supporting Agency lands. The supporting Agency will have their dispatcher inform the protecting Agency's dispatcher that they are attaching a fire in the reciprocal attack zone, giving the location of the fire, the situation and if reinforcements will be needed.
- 5.6 Wildland Fire: A fire that burns uncontrolled in vegetative or associated flammable material. Fires principally involving structures or facilities are not included.
- 5.7 Boundary Fire: A fire burning astride a boundary between lands protected by two or more protecting agencies, or, due to conditions of the ground in the fire area, believed to be burning astride a boundary.
6. Fire Operations Information. Each protecting Agency will furnish the other with written information necessary for mutual fire operations.
7. Fire Prevention and Pre-suppression: Each protecting Agency, in accordance with its objectives and within its capabilities, will cooperate and assist the other protecting Agency in programs of fire prevention, pre-suppression, and training, the cost thereof shall be borne by each Agency in accordance with annual operating plans unless otherwise provided for by mutual consent prior to the undertaking in accordance with paragraph 10 below.
8. Annual Operating Plans. Protecting agencies may prepare written annual operating plans consistent with the provisions of this agreement. Amendments thereof may be made in writing by mutual consent.
9. Boundary Fires:
- 9.1. In each case of known or suspected boundary fires, each protecting Agency shall promptly dispatch forces to suppress same, except when prior agreement has been made for one protecting Agency only to take suppression action. The first protecting Agency to arrive will not delay taking timely and effective action pending arrival of the other protecting Agency.
- 9.2. When the ground location of the jurisdictional boundary between the protecting agencies is unknown or obscured, the ranking officers of each protecting Agency then present, shall mutually designate an incident commander to direct the joint suppression action, or operate under unified command.
- 9.3. When a fire is determined to be confined to the jurisdictional area of one protecting Agency only, the following will apply:
- 9.3.1. The protecting Agency's qualified ranking officer shall assume responsibility for control of the fire upon arrival.
- 9.3.2. The protecting Agency may request assistance from the other protecting Agency under the provisions of Paragraph 10 below.
- 9.3.3. When no request for assistance is made by the protecting Agency to the other protecting Agency, each shall be responsible for and pay its own incurred costs, and no reimbursement will be made by the protecting Agency to the other.
- 9.4. When a fire burns on both sides of jurisdictional boundary, each protecting Agency will be responsible for and pay its own fire costs, unless other arrangements in writing are agreed upon by authorized officers of the respective agencies.

10. Mutual Assistance:

- 10.1. Each protecting Agency will render such assistance as may be requested by the other, provided that such assistance is within its capabilities and that such action will not leave its own lands unduly exposed to fire danger.

- 10.1.1. Request by the DOF for BIA assistance will be made through the Seminole Agency Superintendent or Agency Forester:

Seminole Agency Superintendent	-	(954) 581-7050
Seminole Agency Forester	-	(863) 983-7029

- 10.1.2. Request by the BIA for DOF assistance will be made through the DOF District Manager or District Officer in Charge:

Ft. Lauderdale	-	(954) 475-4120
Ft. Myers	-	(239) 690-3500
Okeechobee	-	(863) 462-5160

- 10.1.3. Request by the DOF for assistance that may result in reimbursable expenditures in excess of \$5000 (first 24 hours for each incident is non-reimbursable) shall be made only by the following DOF individuals:

Director	-	Florida Division of Forestry
Assistance Director	-	Florida Division of Forestry
Fire Chief	-	DOF Forest Protection
Assistant Fire Chief	-	DOF Forest Protection

- 10.1.4. Request by the BIA for assistance that may result in reimbursable expenditures in excess of \$5000, (first 24 hours for each incident is non-reimbursable), shall be made only by the following BIA individuals:

Superintendent	-	Seminole Agency
Agency Forester	-	Seminole Agency
Fire Management Officer	-	Seminole Agency

- 10.2. When requested assistance is rendered, each Agency will be responsible for its own expense for the first 24-hour period of a given incident. After that initial 24-hour period, the protecting Agency will reimburse the supporting Agency for costs incurred.

- 10.3. Following each reimbursable fire, the supporting Agency shall, within 30 days, furnish the protecting Agency with an itemized statement showing direct costs.

- 10.3.1. Equipment owned and used by either Agency to suppress fires on land for which the other is responsible will be operated, serviced and repaired by the owning Agency. Each party will be responsible for damage to its own equipment. The use rate for all equipment except the BIA contract helicopter, shall be determined from the table of Division of Forestry equipment rates currently in effect. The use rate of the BIA contract helicopter will be the hourly flight rate currently in effect per the OAS Contract.

10.4. Reciprocal Attack Zone:

- 10.4.1. The following areas are designated reciprocal attack zones: (a) Poarch Creek (Escambia County), (b) Seminole Ft. Pierce, (c) A zone one mile either side of the boundary on Big Cypress, Brighton, Immokalee, and Miccosukee Federal Indian Reservations (see map).

Each party to document fire activity on the others Jurisdiction, will submit fire reports promptly.

- 10.4.2. Nothing herein shall prohibit either party, on its own initiative and without reimbursement, from going upon lands protected by the other party to engage in fire suppression on fires or portions of fires on or threatening lands under the jurisdiction of the first party. In such event the protecting Agency shall be recognized as being in charge of the fire suppression action in its jurisdictional area if there is an employee of the protecting Agency present and available to assume such responsibility.

11. Structural Fires:

- 11.1. Nothing herein shall require any protecting Agency to take suppression action on structural fires: nothing herein shall preclude any protecting Agency from taking fire suppression action on structural fires wherever located.
- 11.2. Nothing herein shall prevent any protecting Agency, as authorized, from taking suppression action on wildland fires on private lands upon its own initiative.

12. Communications:

- 12.1. The terms and conditions for use of radio frequencies when the BIA and the DOF are engaged in mutual assistance on incidents are as follows:
- 12.1.1. Both agencies shall follow and adhere to any and all special limitations and exceptions in the license granted for the frequencies used. This includes mobiles, personal portables, and any other radios used.
- 12.1.2. It is the responsibility of the requesting Agency to authorize use of and to identify the frequencies used at the time the order is placed for assistance.
- 12.1.3. Each Agency will maintain its own radios.

13. Burning Authorizations:

- 13.1. To comply with all applicable forest fire and smoke management laws, the BIA will obtain burning authorizations for agriculture, silvicultural and rural land clearing fires within the State of Florida. These authorizations will be obtained from the appropriate District DOF Office.
- 13.2. All burns will be authorized based on resources available at the Seminole Agency.

14. Law Enforcement:

- 14.1. Each Agency will aggressively investigate and report on fires under its protection responsibility. Persons responsible for fires, which threaten BIA land or DOF lands, may have violated both Federal and /or State laws and may be prosecuted under either. In these instances, civil action may be initiated to recover damages and suppression cost. All law enforcement efforts will be coordinated at all levels of both agencies, especially at the field level, before a course of action is undertaken. Assistance such as arson investigation may be requested from either Agency to the other.

15. Other Terms and Conditions:

- 15.1. It is hereby understood by both parties hereto that in the performance of this agreement, employees or agents of the state are not to be considered employees or agents of the BIA, or vice versa.

- 15.2. It is hereby understood and agreed to by the parties hereto that the BIA shall not be bound to make any expenditures under the terms of this agreement, except as funds are appropriated by the Congress of the United States.
- 15.3. It is hereby understood and agreed by the parties hereto that the DOF shall not be bound to make any expenditures under the terms of this Agreement except as funds are appropriated by the Legislature of the State of Florida.
- 15.4. The BIA and the DOF waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring in consequence of activities pursuant to this Agreement, except as provided herein.
- 15.5. Any problems, which cannot be reconciled between the parties, shall promptly be referred through channels to higher authorities for resolution.
- 15.6. 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.
- 15.7. This Agreement constitutes the full, complete, and entire Agreement between and parties hereto. It supersedes and takes the place of any Agreements regarding fire protection responsibilities on BIA and DOF lands heretofore entered into by the BIA and the DOF.

16. Duration, Modification, and Annual Review of Agreement:


- 16.1. This Agreement shall become effective on the last date of signing shown below and shall terminate five (5) years from that date. The term of this Agreement may be extended for an additional five (5) years if warranted and agreed to in writing by both parties. One party may terminate this Agreement by giving a 30-day written notice to the other, except that during the period each year of January 1 to June 30 inclusive, this Agreement may be terminated only by mutual written agreement of all parties.
- 16.2. The terms of this Agreement may be modified by written amendment hereto by mutual consent of the parties.
- 16.3. The parties hereto shall meet at least annually prior to November 1 to review operations hereunder. It is agreed that BIA shall be responsible for setting a mutually convenient date, time and place for said meeting.

U.S. Department of Interior
Bureau of Indian Affairs


Eastern Region Director

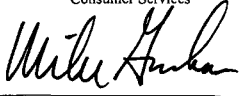
FEB 03 2003

Date


Contracting Officer

03/03/03
Date

State of Florida
Dept. of Agriculture and
Consumer Services


Director, Division of Administration

11/22/02
Date

LEGEND
 RESERVATION BOUNDARY
 SECTION LINES
 EXISTING CITIES AND TOWNS

BIG CYPRESS RESERVATION

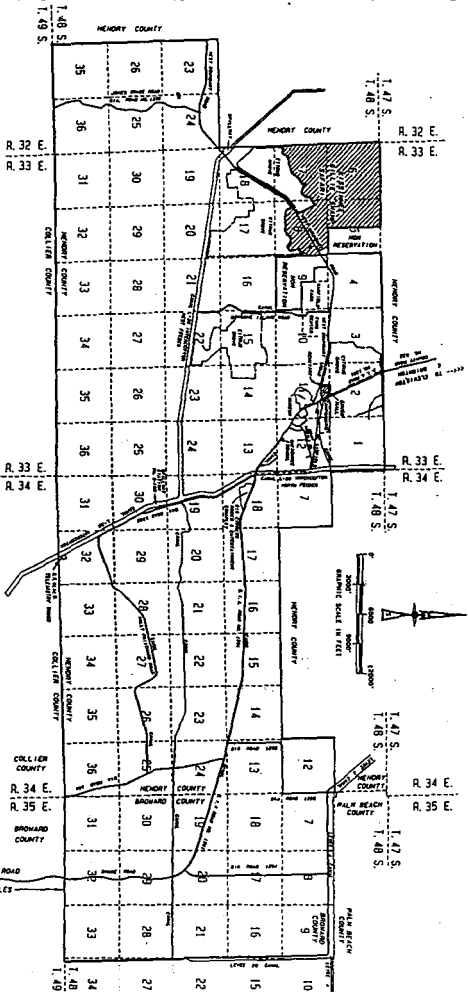
BROWARD & HENDRY COUNTY, FLORIDA

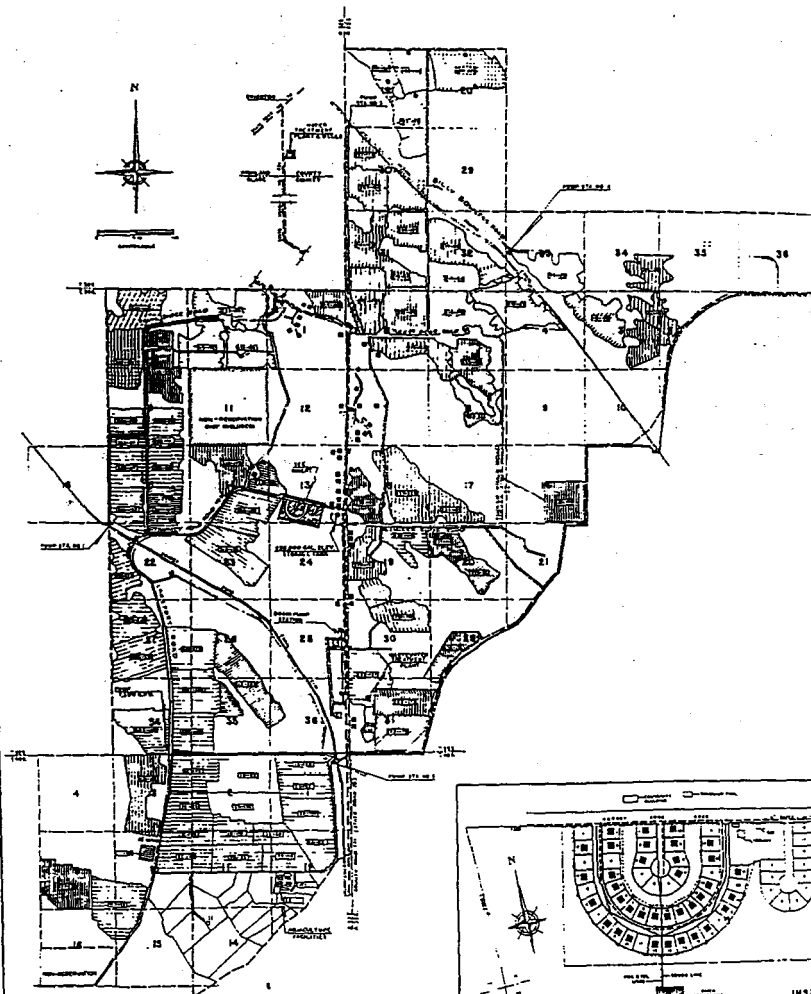


SEWING & TAYLOR OF FLA.
 REAL ESTATE SERVICE
 JUNE 1986 FILE NO. 019981

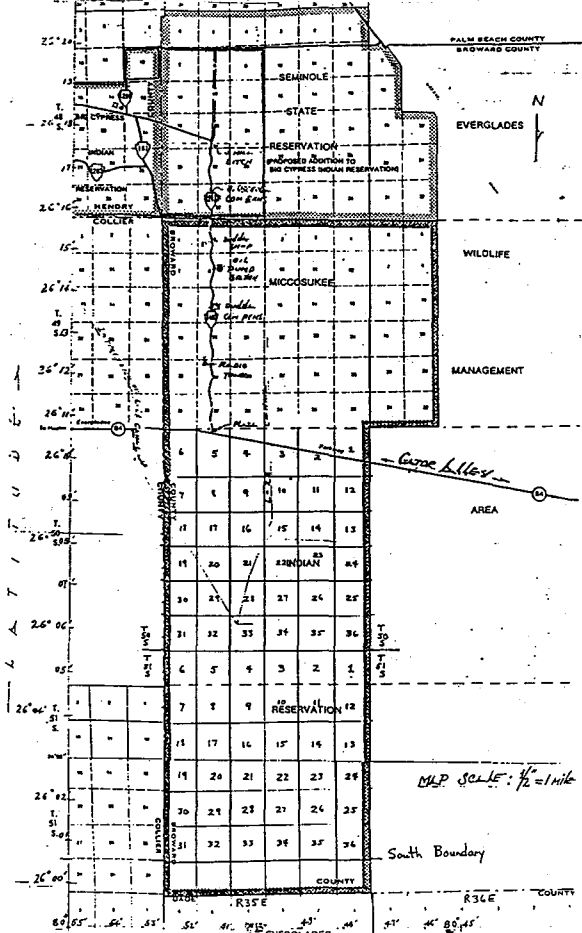
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 (EXIT 14)

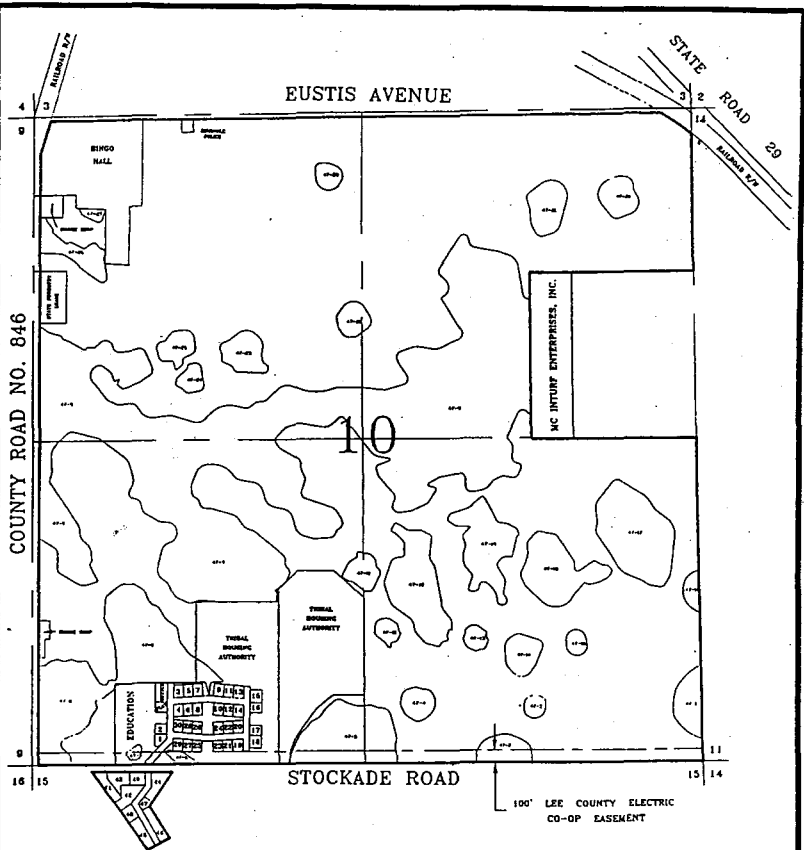
SHAKE ROAD
 8 MILES





LEGEND





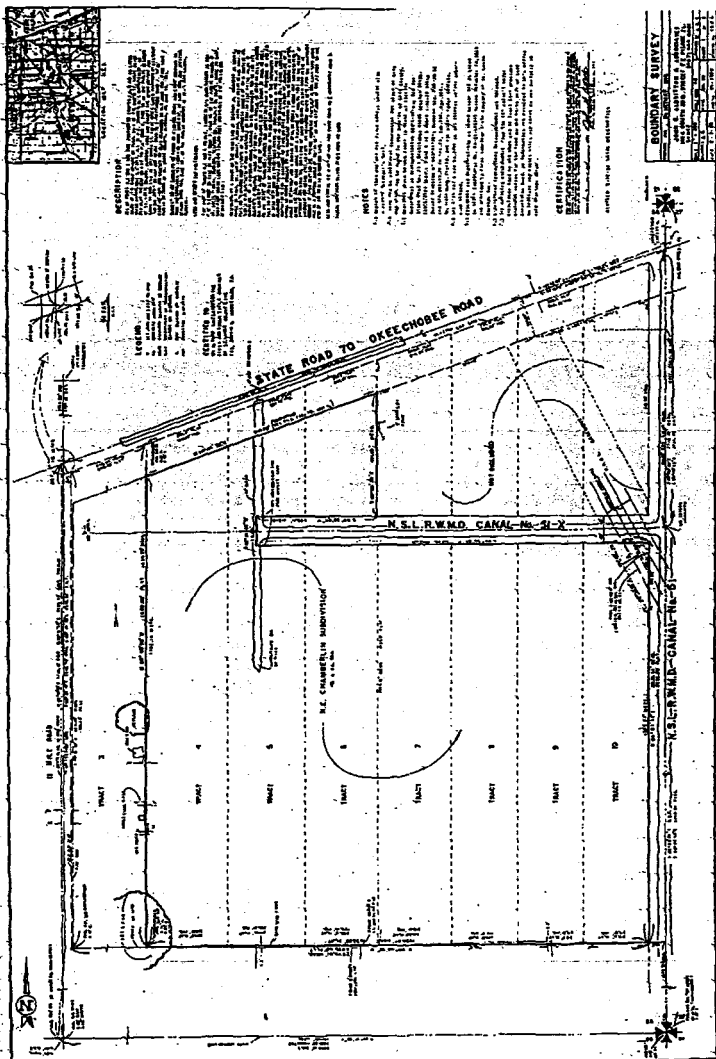
MAP OF

IMMOKALEE RESERVATION

PORTION OF SECTIONS 10 AND 15
TOWNSHIP 47 SOUTH, RANGE 29 EAST
COLLIER COUNTY FLORIDA

NOTES

Ft. Pierce Seminole Indian Reservation



QUADRECE AT THE SOUTHEAST CORNER OF THE NORTHWEST CORNER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 33 WEST, ESCAMBA COUNTY, FLORIDA; THENCE 00 WEST ALONG THE SOUTH LINE OF SAID SECTION 5, A DISTANCE OF 210 FEET; THENCE 00 NORTH ALONG THE WEST LINE OF SAID SECTION 5, A DISTANCE OF 420 FEET; THENCE 00 EAST ALONG THE NORTH LINE OF SAID SECTION 5, A DISTANCE OF 40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH ALONG SAID LINE FOR A DISTANCE OF 210 FEET; THENCE RUN WEST FOR A DISTANCE OF 210 FEET; THENCE RUN SOUTH FOR A DISTANCE OF 210 FEET; THENCE RUN EAST 210 FEET TO THE POINT OF BEGINNING.

CONTAINING ONE ACRE, MORE OR LESS