

MEMORANDUM OF AGREEMENT
BETWEEN
TEXAS GENERAL LAND OFFICE,
TEXAS FOREST SERVICE
AND
UNITED STATES COAST GUARD
REGARDING THE CUSTODY TRANSFER OF ISOLAIR FIREFLY II
HELICOPTER FLAME APPLICATION SYSTEM

1. Parties. The parties to this Memorandum of Agreement (MOA) are the United States Coast Guard (USCG) Gulf Strike Team (GST), the Texas General Land Office (TGLO) and the Texas Forest Service (TFS) (collectively the Parties).

2. Authority. This MOA is authorized under 14 USC §141.

3. Purpose. The purpose this MOA is to set forth the terms and conditions of the transfer of custody of the Isolair Firefly II Helicopter Flame Application System, serial number 38-004, and the following supportive equipment:
 - a. Batch Mixer: Self-powered mixer and pump for aerial ignition fuel,
 - b. 70 gallon mixing tank,
 - c. Gasoline engine,
 - d. Pump and 20 foot hose on aluminum frame. Model no. 3850, serial no. 385-001.(collectively the Heli-torch) from GST to TFS to include use by TGLO. The value of the Heli-torch and associated equipment is \$13,045.00.

4. Responsibilities. The Parties agree to the following:
 - a. GST will:
 - i. Physically transfer the Heli-torch, along with any support equipment and documentation, to TFS for use by TGLO at the

Texas Interagency Dispatch Center located in Hudson, Texas at the expense of GST.

- ii. Fund travel/per-diem for all USCG course participants in any TFS training and any other costs associated with deploying the Heli-torch, such as the helicopter/crew expenses.
- iii. Fund any costs associated with its use of the Heli-torch for USCG purposes.
- iv. Assume all liability for their use and actions when in possession of the Heli-torch.

b. TFS will:

- i. Assume all responsibility for maintenance, storage, and training of the Heli-torch and associated Heli-torch personnel. Maintenance and storage and training shall be in accordance with the Isolair Firefly Model 3800 Helitorch Operations Manual (Rev A dated 1/13/99) and the Isolair 3850 Batch Mix Equipment Operators Manual (dated 9/08/99). The actual provision of maintenance, storage and training may be provided by TFS.
- ii. Provide GST with the opportunity to attend all training courses regarding the Heli-torch.
- iii. Make the Heli-torch and any supportive equipment available to GST upon request.
- iv. Assume all liability for their use and actions when in possession of the Heli-torch and shall exonerate, and hold harmless, USCG and its employees, from any and all claims and demands for which the it or TGLO is legally bound to pay as a result of any injury to persons, loss of life, or damage to private or other property, while it is in possession of the Heli-torch, to the extent allowed by law.
- v. Maintain insurance as outlined below.
 - (1) As self-insured entity, the State of Texas shall remain responsible for the Heli-torch for the term of this MOA.

(2) In the event of loss or damage, TFS's maximum liability will be based on the agreed value as herein stated in Section 3. Insurance values may be reviewed periodically, and the USCG reserves the right to require an increase in the value as stated in Section 3.

(3) If the the State of Texas, on TFS's behalf fails to secure the Heli-torch, then TFS will, nevertheless, be required to respond financially in case of loss or damage .

vi. Physically transfer the Heli-torch, along with any support equipment and documentation, to GST at USCG Aviation Training Center, Mobile, AL at the expense of TFS upon termination of this MOA.

c. TGLO will:

i. Make the Heli-torch and any supportive equipment available to GST upon request.

ii. Assume all liability for their use and actions when in possession of the Heli-torch and shall exonerate, and hold harmless, USCG and its employees, from any and all claims and demands for which the it or TFS is legally bound to pay as a result of any injury to persons, loss of life, or damage to private or other property, while it is in possession of the Heli-torch, to the extent allowed by law.

iii. Maintain insurance as outlined below.

(1) As self-insured entity, the State of Texas shall remain responsible for the Heli-torch for the term of this MOA.

(2) In the event of loss or damage, TGLO's maximum liability will be based on the agreed value as herein stated in Section 3. Insurance values may be reviewed periodically, and the USCG reserves the right to require an increase in the value as stated in Section 3.

(3) If the the State of Texas, on TGLO's behalf fails to secure the Heli-torch, then TFS will, nevertheless, be required to respond financially in case of loss or damage .

5. Points of Contact.

- a. The GST point of contact is LTJG Matthew Kor, Chemical Response Officer, Gulf Strike Team, 8501 Tanner Williams Rd., Mobile, AL 36608. Telephone: (251)441-6601.
- b. The TGLO point of contact is Mr. Jennings T. Ewing, Texas General Land Office, Oil Spill Prevention and Response, Region 1 Director, 2300 Hwy. 365, Suite 340, Nederland, TX 77627. Telephone: (409)727-7481.
- c. The TFS point of contact is Mr. Charles Walker, Aviation Management Officer, TFS Forest Resource Protection, P.O. Box 310 Lufkin, TX 75902. Telephone: (936)639-8128.

6. Conflicts of Law. Nothing in this MOA is intended to conflict with current law or regulation or the directives of the USCG or the Department of Homeland Security. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

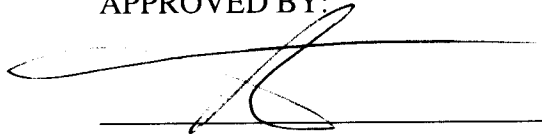
7. Effective Date. The terms of this MOA will take effect immediately upon delivery of the Heli-torch to the Texas Interagency Dispatch Center.

8. Modification. This MOA will be reviewed as conditions warrant and may be revised at any time, upon the mutual consent, in writing, by the Parties.

9. Termination. The terms of this MOA, including any modifications per Section 8, will remain in effect until December 1, 2011. The Parties may extend the term of this MOA upon mutual written agreement of the Parties. This MOA may not be terminated unilaterally prior to the termination date or any extension date.

10. Assignment. TFS is not authorized to loan the Heli-torch to other organizations or entities besides TGLO without the written approval of GST.

APPROVED BY:



R.J. Cantin
Commanding Officer
USCG Gulf Strike Team
Mobile, AL

Jennings T. Ewing
Texas General Land Office
Oil Spill Prevention and Response
Nederland, TX

Charles Walker
Aviation Management Officer
Texas Forest Service
Lufkin, TX