

**RESOLUTION OF THE  
WHITE MOUNTAIN APACHE TRIBE OF THE  
FORT APACHE INDIAN RESERVATION**

**WHEREAS**, the Flagstaff Office of the Rocky Mountain Station of the United States Forest Service has provided direct and personal technical assistance to the White Mountain Apache Tribe for several years; and

**WHEREAS**, adoption of the attached Memorandum of Understanding with the Rocky Mountain Station would facilitate government-to-government cooperative efforts, including design and evaluation of restoration projects, research into the effects of land management activities, and the training and college education of Tribal members in ecosystem management, and

**WHEREAS**, the Tribal Watershed Program in conjunction with the Tribal Legal Department has negotiated with the Rocky Mountain Station to prepare the attached Memorandum of Understanding for Council review which addresses issues such as the security of Tribal proprietary and otherwise sensitive information.

**BE IT RESOLVED** by the Tribal Council of the White Mountain Apache Tribe that it hereby authorizes the Tribal Chairman, and in his absence, the Vice-Chairman, to sign the attached Memorandum of Understanding with the Rocky Mountain Station of the United States Forest Service.

The foregoing resolution was on April 9, 1998 duly adopted by a vote of eight for and zero against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (h), (i), (j), (k), (t) and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

  
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Chairman of the Tribal Council

  
\_\_\_\_\_  
Secretary of the Tribal Council

MOU-RM-98-XXX  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
USDA-FOREST SERVICE ROCKY MOUNTAIN RESEARCH STATION  
AND  
WHITE MOUNTAIN APACHE TRIBE

**PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Rocky Mountain Research Station (hereafter referred to as the Station) and the White Mountain Apache Tribe (hereafter referred to as the Tribe) is to provide assistance and technology transfer in watershed and riparian assessment and restoration by the Station, its employees and contractors to the White Mountain Apache Tribe.

**BACKGROUND:** The White Mountains of east-central Arizona are the ancestral homelands of the White Mountain Apache people. The many watersheds of this region have been used since time immemorial for plant gathering forestry, hunting, grazing, recreation and irrigated farming by the people of the White Mountain Apache Tribe. Besides the continued use by members of the White Mountain Apache Tribe, there is the ever-growing stress put on watershed resources by non-tribal residents and visitors, both National and International, who are attracted to the region because of its past history and unique scenic beauty. All of these uses have, and continue to, put stress on the riparian ecosystems.

The major objective of this Memorandum of Understanding is to provide a mechanism for education and technology transfer of methodologies for assessing riparian condition and functionality, and restoring riparian areas that are not in proper functioning condition. Riparian areas are very important ecosystems in the Southwest because of the aridity of the region and scarcity of water that is needed to sustain human, livestock, wildlife, and plant populations. Riparian zones are closely interrelated with their surrounding watersheds and exist in delicate balance with human activities and natural processes going on in those watershed. Understanding of riparian functions and processes is crucial for successful and sustainable management of these valuable natural resources.

**APPLICABILITY:** Project RM-4302 of the Station has a research and technology transfer charter to create, develop, and apply knowledge on fluvial, geomorphological, and ecological systems functions and processes needed to sustain diverse and healthy riparian ecosystems in the arid landscapes of the Southwest. This Memorandum of Understanding will facilitate the sharing of technology as well as improve the Tribe's and the Station's knowledge base in the Southwest.

**THE STATION WILL:**

1. Provide a list of RM-4302 project personnel ( and their resumes) that will be involved in the riparian assessment and technology transfer process.
  
2. Develop and/or assist in the development of specific project objectives and plans for review and use by departments of the Tribe.

3. Provide reports or oral presentations on project progress at mutually agreeable delivery dates and locations. At least one annual meeting will be organized to facilitate communications between the State and the Tribe on accomplishments made as a result of this Memorandum.

4. Provide to tribal officials draft copies of manuscripts or reports for their review prior to submission to a publication outlet of any manuscript or report that contains information or statements relating to work done on the White Mountain Apache Reservation. This review requirement also includes raw data, published manuscripts, and any other source of information gathered while conducting research or technology transfer regarding the reservation.

5. Research staff shall comply with all Tribal ordinances and required permits, and coordinate all work with Tribal departments while in the performance of research activities.

6. Research staff will provide technical assistance to tribal members and tribal staff pursuing degrees in natural resource management fields, through counseling, assisting in project design, participating on graduate committees, participating in cooperative education programs, and, where possible, assisting in acquisition of scholarships and grants.

#### **THE TRIBE WILL:**

1. Allow access to Tribal lands by personnel of RM-4302 for the purpose of conducting agreed upon riparian assessments, demonstration projects, and technology transfer activities in conjunction with specific requirements and permits set forth by respective Departments.

2. Provide personnel from the Tribe's natural resource departments as designated contacts for riparian assessments, demonstration projects, and technology transfer projects.

3. Administer joint grants and projects in accordance with applicable Federal and Tribal law, provided that nothing in these grants or projects shall be construed as a waiver of sovereign immunity of the White Mountain Apache Tribe.

#### **IT IS MUTUALLY AGREED AND UNDERSTOOD BY BOTH PARTIES THAT:**

1. TERMINATION: Either party, in writing to the other, may terminate this MOU in whole, or in part, at any time before the five year date of expiration.

2. PARTICIPATION IN SIMILAR ACTIVITIES: This MOU in no way restricts the Tribe from participating in similar on reservation activities with other public or private agencies, organizations, and individuals.

3. RESTRICTION FOR DELEGATES: Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this MOU, or any benefits that may arise therefrom.

4. COMPLETION DATE. This MOU is executed as of the last date shown below and expires five years after the date of the last signature, at which time it will be subject to review, renewal, or expiration.

5. PRINCIPAL CONTACTS. The principal contact for this MOU are:

Tech. Transfer/Research-RMRS  
Alvin L. Medina and Dan Neary  
USDA Forest Service  
Rocky Mountain Research Station  
2500 South Pine Knoll Drive  
Flagstaff, AZ 86001  
Phone: 520-556-2001  
FAX: 520-556-2130

White Mountain Apache Tribe  
Jonathan Long  
Planning Office  
White Mountain Apache Tribe  
P.O. Box 700  
Whiteriver, AZ 85941  
Phone: 520-338-4346  
FAX: 520-338-5195

Administrative - RMRS  
Susan Janzen  
Contracting and Purchasing  
Rocky Mountain Research Station  
240 West Prospect Avenue  
Fort Collins, CO 80526

White Mountain Apache Tribe  
Same as Above

6. COOPERATION. The parties recognize that there may be opportunities to share personnel on projects of mutual interest. Either party may propose cooperative work or projects to be conducted on a volunteer or reimbursable basis. Any such arrangements will be administered accordingly as per policies of the supervising party.

7. PEER REVIEW. The parties agree to a mutual review process of technical papers or other documents for technical content for cooperative projects. Such peer review shall be subject to all conditions of this MOU pertaining to confidentiality and the release of information.

8. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement of contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for non competitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

9. INFORMATION SHARING. Information generated under the auspices of this MOU will be shared equally by both parties, will be the proprietary and confidential property of Tribe regardless of location and will be released for publication only after review and written approval of the Tribe. In the event other parties become involved in this MOU to the extent that they provide

resources or grant funds, they will abide by this provision regarding ownership or release of any data. Information that is in the possession of U.S. Government employees is considered to be in the Public Domain and as such is not subject to copyright, but is subject to Freedom of Information Act requests. Such information sharing shall exclude any Tribal information that is proprietary, confidential, or exempt from the Freedom of Information Act unless such release is consented to by the Tribe. The Tribe shall be immediately notified of any Freedom of Information requests for any information obtained pursuant to this MOU.

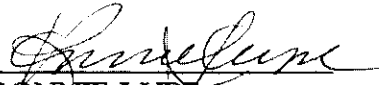
10. MODIFICATION. Modification within the scope of this MOU shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

11. SOVEREIGNTY. This MOU and grants received as part of the MOU shall in no way diminish the claims of The White Mountain Apache Tribe in respect to aboriginal title to reservation lands, use of water therein, or the adjudicatory or administrative authority of the Tribe over said lands, water, fauna or flora.

12. EXECUTION: This MOU is executed on behalf of the White Mountain Apache Tribe by its Chairman or his designee and on behalf of the Station by the Director.

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DENVER P. BURNS  
Station Director  
Rocky Mountain Research Station  
Fort Collins, CO



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RONNIE LURE  
Tribal Chairman  
White Mountain Apache Tribe  
Whiteriver, AZ