

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

WHEREAS, the Tribal Council of the White Mountain Apache Tribe desires to promote better cooperation among Tribal departments and the Bureau of Indian Affairs; and

WHEREAS, this cooperation will result in better program efficiencies in protecting and enhancing natural resources of the Tribe; and

WHEREAS, the Tribe desires to enter into a Forest Fuels Management Cooperative Agreement with the Bureau of Indian Affairs to promote the Forest Management objectives, provided the Agreement is in substantially similar form and content to the draft attached herein with revisions discussed today and additional terms to be negotiated by Tribal staff as consistent with the parameters discussed by the Council on this date; and


WHEREAS, the Cooperative Agreement sets a framework for cooperative efforts which provide for better enforcement of tribal and federal laws and regulations as they relate to the protection and harvest of the forest and other related natural resources.

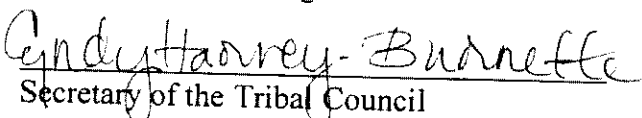
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the development and execution of a Forest Fuels Management Cooperative Agreement between the Tribe and the Bureau of Indian Affairs.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it delegates authority to the Tribal Chairman, or in his absence the Vice-Chairman, and appropriate staff he may designate, to negotiate and execute the Cooperative Agreement on behalf of the Tribe, provided that it is substantially similar in form and content to the draft attached herein, and with the understanding that it will also contain revisions discussed and agreed to at today's meeting, and shall further contain additional terms negotiated by the Tribe which are consistent with the intent of the Council as expressed at today's meeting.

The foregoing resolution was on September 1, 1999 duly adopted by a vote of SIX for, ONE against, and ONE abstention by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (f), (h), (i), (s), (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).

949 1 6 100


ACTING Chairman of the Tribal Council


Secretary of the Tribal Council

Agreement Number: _____

**COOPERATIVE AGREEMENT
BETWEEN
BUREAU OF INDIAN AFFAIRS
AND THE
WHITE MOUNTAIN APACHE TRIBE**

DRAFT
8-26-99

A. AUTHORITY AND PURPOSE

Statutory Authority: The Bureau of Indian Affairs enters into this Cooperative Agreement pursuant to the authority provided by Public Law 101-630, 104 Stat. 4531 Act of 11/28/90, Title III- Indian Forest and Woodland Act, and the Reciprocal Fire Protection Agreement Act of May 27, 1955, 42 U.S.C. 1856a., the Protection Act of 1922, 16 U.S.C. 594, and 25 CFR 163.28 and 163.70. The White Mountain Apache enters into this agreement pursuant to the authority provided by the White Mountain Apache Tribal Council Resolution Number _____

Purpose of the Agreement: The purpose of this Agreement is to provide a basis for cooperation between the White Mountain Apache Tribe (referenced herein as "Tribe") and the Bureau of Indian Affairs, Fort Apache Agency, (referred herein as "Bureau") to facilitate the cooperative use of qualified employees, equipment, and other resources of the Tribe in the Bureau's Fire Programs.

B. SCOPE OF BUREAU PROGRAM(S) UNDER THIS AGREEMENT

Program Descriptions: The Bureau as a trust agent is responsible for protecting and managing tribal forests. In this capacity they first must suppress wildfires that threaten resource values and secondly manage the forest in a way that will reduce resource losses.

Land managers have access to fire use programs like wildland natural fuels treatment projects which use prescribed fire to reduce forest fuels and construction of forest fuel breaks or green belts to open up timber stands so they will slow the spread of wildfires. These management tools help managers protect urban areas and high value commercial forest lands. Through effective wildfire preparedness programs managers can achieve safer operations, be more efficient and cost effective.

Program Objectives: The objectives of this Agreement are:

1. To provide for a cadre of locally trained and qualified tribal manpower resources in order to assist the Bureau in effectively completing Fire Use Projects.
2. To provide tribal equipment and services to assist the Bureau in completing Fire Use Projects. To foster cooperative working relationships between the Bureau and Tribe in the protection of tribal natural resources.
3. Through activities from this cooperative agreement there will be more safety to the public, less loss of the Tribes timber base and more protection to personal property.

C. STATEMENT OF WORK

The parties to this Agreement shall furnish such personnel and services necessary to perform that portion of the program described herein, in accordance with applicable federal laws and regulations, unless waived by the Secretary, as follows:

1. Services/Resources To Be provided by the Tribe: The Tribe shall provide all necessary qualified personnel, including overhead and equipment, to complete the projects as will be identified by task orders. Task orders will identify specific projects, locations, sites, volumes, acreage, specifications, product diameters, time limits and funding. Task orders will be made apart of this cooperative agreement by modification as authorized by appropriate Tribal and Bureau personnel.

The Tribe shall comply with the following:

- a. Tribal personnel employed under this agreement shall be supervised by Bureau employees and shall abide by all applicable federal laws, regulations and policies, including tribal policies. Any tribal employee who fails to adhere to federal and tribal laws, regulations and policies may be terminated for cause.
- b. The Tribe, as requested and under supplemental contractual task agreements, shall provide supplies, materials, equipment and appropriate services to assist and or meet project needs. On an annual or needed basis rental agreements shall be negotiated and or entered into in advance of project(s) so time frames can be met.

2. The Tribe and the Bureau jointly agree to the following:

- a. The scope and cost of services provided by the Tribe shall be identified prior to use by the Bureau. The Bureau shall obligate and transfer funds to the Tribe as necessary. The Tribe shall provide regular invoices which show all expenditures incurred under this agreement for reimbursement by the Bureau.
- b. Each cooperator under this Agreement will be solely responsible for the acts and omissions of its officers and employees resulting in damage or injuries to third parties to the same extent that such party is responsible under its applicable laws and regulations. Provided, that the Tribe shall not be liable and the Bureau will defend and hold the Tribe harmless and indemnify the Tribe for third party or other claims against the Tribe arising out of federal agency supervision of Tribal employees and activities.

D. FISCAL MANAGEMENT RESPONSIBILITIES

It is mutually agreed by the cooperators that the Tribe's cost of furnishing services will be subject to audit.

E. SPECIAL CONDITIONS

The Cooperators recognize that operations under this Agreement includes activities closely associated with the Bureau's natural resource trust responsibility; and as such, shall take no action under this Agreement which will diminish the quantity and quality of the natural resources. No activity under this Agreement shall diminish or conflict with the Bureau's fulfillment of its trust responsibility. The services provided under this Agreement shall not be diminished from those services provided by the Bureau.

F. TERM OF THE AGREEMENT

This Cooperative Agreement will remain effective until terminated by mutual agreement, or by either party providing 60 days written notice and a justification of termination to the other party. Modification of this Agreement, consistent with the purposes as indicated in the general scope, may be accomplished by amendments signed by all parties.

G. AMOUNT OF THE AGREEMENT

Congressionally appropriated funds are not available on an annual basis for this program but are made available as projects occur. Funding shall be made available to the Bureau on a project-by-project basis.

H. BUDGET

Due to the nature of this program, it is not possible to establish a budget for this Agreement.

I. DESIGNATED OFFICIAL(s)

The Forest Manager, at Fort Apache Agency is duly designated as the Awarding Official's Representative (AOR), by the Contracting Officer, to represent the Contracting Officer in monitoring the Tribes performance and to provide technical assistance as necessary.

The Fuels Management Officer at Fort Apache Agency is duly designated as the Subordinate Awarding Official's Representative (SAOR), by the Contracting Officer, to represent the AOR and the Contracting Officer in technical monitoring of the tribes performance and to provide technical assistance as necessary.

The Chairman of the White Mountain Apache Tribe; the Vice-Chairman, of the White Mountain Apache Tribe; or their designee(s) are authorized to negotiate, sign and modify the Agreement as provided in Resolution No. _____ of the White Mountain Apache Tribal Council.

Confidential

Superintendent, Fort Apache Agency

Date

Chairman, White Mountain Apache Tribe

Date

Area Director, Phoenix Area Office

Date

Contracting Officer, Phoenix Area Office

Date