

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

(Approving Joint Agreement with U.S. Department of Agriculture Forest Service for the Interior West Forest Inventory and Analysis Program)

WHEREAS, pursuant to the White Mountain Apache Constitution, Article IV, Section 1(a), the Tribal Council has the authority to act in all matters that concern the welfare of the Tribe; and

WHEREAS, pursuant to Article IV, Section 1(f), the Council has further authority to protect and preserve the wildlife, plant life, forests, natural resources and water rights of the Tribe; and

WHEREAS, the Forest Service of the U.S. Department of Agriculture has proposed a Joint Agreement with the Tribe for a program known as the Interior West Forest Inventory and Analysis, as attached and incorporated by this reference, which was presented in concept at the regularly scheduled meeting of the Council on May 4, 2005; and

WHEREAS, the purpose of the Forest Service Agreement is to inventory forest resources of the Fort Apache Indian Reservation in order to monitor, make assessments and report on the long-term status and trends in Arizona's forest resources; and

WHEREAS, the Tribal Council did inform the U.S. Forest Service representatives of the Tribe's requirements for protecting information gathered for the inventory and that information sharing contemplated under the Agreement shall exclude any Tribal information that is proprietary and confidential; and

WHEREAS, the U.S. Forest Service agreed to merge data collected into its maps and findings in such a way as to limit specific geographical reference points within the exterior boundaries of the Reservation; and

WHEREAS, the U.S. Forest Service further agreed to utilize members of the Tribe in its survey crews; and

WHEREAS, the Legal Department has reviewed the Agreement; and

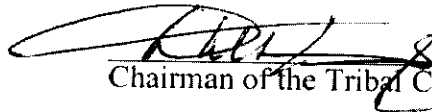
WHEREAS, the Tribal Council having considered the Agreement carefully and in great detail finds that it is in the best interests of the Tribe.

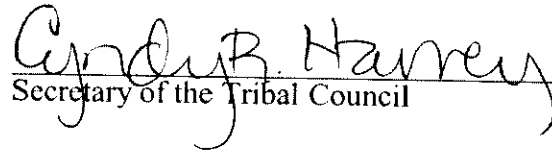
BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that:

1. The Joint Venture Agreement between the Forest Service of the U.S. Department of Agriculture and the White Mountain Apache Tribe, as attached and incorporated by this reference, is hereby approved.

2. The Chairman, or in his absence the Vice-Chairman, is hereby authorized to execute the Agreement and any and all other related documents necessary to effectuate the intent of this Resolution.

The foregoing resolution was on JULY 13, 2005 duly adopted by a vote of THREE for, ZERO against, and TWO abstentions by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (c), (f), (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).


Chairman of the Tribal Council


Secretary of the Tribal Council

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Cooperator Agreement Number:	

**JOINT VENTURE AGREEMENT
BETWEEN THE
USDA FOREST SERVICE
ROCKY MOUNTAIN RESEARCH STATION
RESEARCH WORK UNIT NUMBER 4801
AND
WHITE MOUNTAIN APACHE TRIBE**

This JOINT VENTURE AGREEMENT is hereby made and entered into by and between the USDA Forest Service Rocky Mountain Research Station, hereinafter referred to as the Forest Service, and the White Mountain Apache Tribe, hereinafter referred to as the Cooperator, under the provisions of the National Agricultural Research, Extension and Teaching Policy Act of 1977 (Pub. L. 95-113), as amended by the Food Security Act of 1985 (7 U.S.C. 3318 and 3319, Pub. L. 99-198).

TITLE: Arizona Component of the Interior West Forest Inventory and Analysis (FIA) Program

A. PURPOSE: The purpose of this agreement is to

1. Define a cooperative forest resources inventory of the White Mountain Apache Tribe lands, with specific contributions from the Cooperator, and corresponding contributions and products to be provided to the Cooperator by the Station.
2. The Cooperator is in need of current forest resource information for use in local management planning and development. The Station is responsible for aggregating resource information on all lands in the Interior West, including Arizona, and is directed to obtain the information whenever possible through cooperation with other Federal and State agencies. It is of mutual benefit for both organizations to cooperate fully in assessing forest resources, from a financial and a technical standpoint. Data compatibility will also promote more effective land-use planning.
3. To develop and implement a cooperative program to monitor, to make assessments, and to report on the long-term status and trends in Arizona's forest resources.
4. To provide information on the status, trends, and health of Arizona's forest ecosystems in annual statistical summaries and periodic interpretive reports for use in policy and management.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:

1. The Forest Service's interest in this agreement is to obtain and maintain landscape level information on the forest ecosystems in Arizona. The Forest Service is responsible for ongoing research regarding all areas of forest research and management including the Interior West component of the Forest Inventory and Analysis national Program.
2. The Cooperator's interest in this agreement is to facilitate the development of a long-term ecological database describing the conditions, status, trend, and health data on forested lands in Arizona (White Mountain Apache lands).
3. The Forest Service's and the Cooperator's mutual benefit and interest is to collaborate in the

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implementation of the Arizona plot component of the Interior West Forest Inventory and Analysis Program to provide reliable forest resource data on all forest lands in Arizona. This database will be compatible with other forest resource data within the Interior West. Available forest resource data will assist in developing local and statewide resource assessments and management strategies for State and private lands.

C. THE FOREST SERVICE SHALL:

1. Collaborate with the Cooperator in the preparation of a mutually acceptable work plan.
2. Provide guidance, advice, consultation, and co-leadership essential to the satisfactory accomplishment of this agreement.
3. Provide supplies and equipment necessary to the successful completion of this agreement as follows: all equipment necessary to conduct the actual field measurements will be provided by the Station (i.e., laptop computers, portable data recorders, GPS receivers, mensurational equipment such as clinometers, compasses, hardhats). This includes replacement for normal wear and tear.
4. Provide the necessary training and quality control for all Cooperator field personnel; this includes field procedures and, when necessary, defensive driving.
5. When working with Federal crews, allow Cooperator employees to use, including operate, Federal vehicles (green fleet/GSA/leased) in the performance of work covered by this agreement.
6. Certify that before Cooperator field personnel operate federally owned, leased, or rented motor vehicles, personnel 1) have completed a defensive driving course in the last 3 years, 2) have a current and valid State driver's license, and 3) have received and read a copy of the Driver's Operator Guide (EM-7130-2).
7. Certify that before Cooperator's field personnel use federally owned, leased, or rented airplanes, helicopters, pack horses, boats, or other means of remote travel, personnel have completed required federal training for use of above equipment.
8. Pay the cooperator on a reimbursable basis under this agreement. However, for the purposes of this agreement, no indirect costs, or tuition remissions, are allowable as reimbursable cost items. Only costs for those project activities approved in the initial agreement, or amendments thereto, are allowable. Requests for payments shall be submitted on SF-270's, and shall be submitted no more than monthly.

D. THE COOPERATOR SHALL:

1. Perform the following tasks:
 - a. Employ the necessary field crew assistants to complete P2/P3 plot data collection for 30-75 field locations on Cooperator lands. This may include off-site ozone data collection.
 - b. Conduct the activities associated with FIA in accordance with published field methods manuals and other documentation (e.g., quality assurance plan) and mutually agreed to by both parties. Data will include both National FIA core data and Interior West add-on data.
 - c. Ensure that the necessary field crew personnel and alternates attend all required training sessions and become certified in data collection prior to conducting field work. No data will be accepted from uncertified crews.

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d. Correct unacceptable plot work at no additional expense to the Forest Service. This may require Cooperator crews to re-inventory field plots if an individual crew has more than 2 unacceptable quality control scores during the year. Cooperator personnel will assist federal quality control crew during follow-up inspections as necessary.

e. Replace all lost or damaged gear, due to negligence, as provided in "C.3" above at no cost to the Forest Service. This does not include normal wear and tear.

f. Assist in making contacts with landowners as necessary to gain access for field crews.

g. Adhere to Forest Service field safety protocols and policies.

h. Adhere to Forest Service field safety protocols as outlined in the Forest Service Health and Safety Manual and in the Interior West FIA Job Hazard Analysis if operating any government owned or leased vehicles or other remote access equipment as described in "C.5 - C.7" above.

i. Provide itemized cost expenditures.

2. Collaborate with the Forest Service in the preparation of a mutually acceptable, detailed work plan, submit one copy of the plan to the Forest Service Technical Representative and one copy to the Forest Service Administrative Contact by August 1, 2005, and conduct this study in compliance with the work plan as well as the provisions of this agreement.

3. Interim and Final Reports. Send requested number of reports to the Forest Service Technical Representative and to the Forest Service Administrative Contact. (See addresses in Section E. 12.)

a. Performance Report(s) are due by October 30, 2005, that compare(s) actual performance to goals. State reasons why established goals have not been met, if appropriate, and give any other pertinent information regarding the status of work. Send **one** copy to the Forest Service Technical Representative and **one** copy to the Forest Service Administrative Contact.

b. Send **one** copy of the Final Report to the Forest Service Technical Representative and **two** copies to the Forest Service Administrative Contact by December 30, 2005 that are in a format suitable for possible publication that contains the number of crews hired, number of days each crew worked, and plots completed.

4. Include the following credit line, along with any other appropriate credit line(s) on all reports, publications and audiovisuals, resulting from this study:

"This research was supported in part by funds provided by the Rocky Mountain Research Station, Forest Service, U.S. Department of Agriculture."

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. INTERNATIONAL AIR TRANSPORTATION FAIR COMPETITIVE PRACTICES ACT. This clause is incorporated by reference. Full text of this clause can be found at <http://www.fs.fed.us/business/>.

2. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS AND AUDIOVISUALS. Forest Service support shall be acknowledged in any publications and audiovisuals developed as a result of this instrument.

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3. **FEDERAL COST PRINCIPLES.** This agreement will be governed by OMB Circular No. A-87, Cost Principles for State, Local and Indian Tribal Governments, and audit requirements under OMB Circular A-133, Audits of States, Local Governments and Non-profit Organizations.

4. **COLLECTION OF AMOUNTS DUE THE FEDERAL GOVERNMENT.** Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to a cooperator in excess of the amount to which the cooperator is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

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1. Making an administrative offset against other requests for reimbursements.
2. Withholding advance payments otherwise due to the cooperator.
3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C., Chapter 37.

5. **TAXPAYER IDENTIFICATION NUMBER.** The cooperator shall furnish their tax identification number upon execution of this instrument.

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6. **RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES.** Equipment and supplies approved for purchase under this instrument are available only for use as authorized. The Forest Service reserves the right to transfer title to the Federal government of equipment and supplies, valued over \$5,000 per unit, purchased by the cooperator using any Federal funding. Upon expiration of this instrument the cooperator shall forward an equipment and supply inventory to the Forest Service, listing all equipment purchased throughout the life of the project and unused supplies. Disposition instructions will be issued by the Forest Service within 120 calendar days.

7. **FREEDOM OF INFORMATION ACT (FOIA).** Information generated under the auspices of this Agreement will be shared equally by both parties, will be the property of both parties, and will be released for publication only after review and approval of the other party. Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). Information that is the property of the U.S. Government generally is considered to be in the Public Domain and as such is not subject to copyright. Information in the custody of federal employees may be federal records subject to the provisions of Freedom of Information Act requests. Plot location and owner information is, however, protected under the Food Security Act Of 1985. (Public Law 99-198 [H.R. 2100], December 23, 1985, Confidentiality of Information, sec. 1770, as amended by H.R.3423 on November 17, 1999; 7 U.S.C. § 2276.). Information sharing contemplated under this Agreement excludes any Tribal information that is proprietary and confidential. The Forest Service agrees to merge data collected into its maps and findings in such a way as to limit specific geographical reference points within the exterior boundaries of the Fort Apache Indian Reservation.

8. **RETENTION AND ACCESS REQUIREMENTS FOR RECORDS.** The Forest Service, Inspector General, or Comptroller General, through any authorized representative, shall have access to and the right to examine all records related to this instrument.

As used in this provision, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. All records pertinent to the award shall be retained for a period of 3 years.

9. **ENVIRONMENTAL STANDARDS.** The cooperator will comply with environmental standards pursuant to the notification of violating facilities in E.O. 11738.

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10. **LEGAL AUTHORITY.** The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

11. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

12. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

a. FOREST SERVICE TECHNICAL REPRESENTATIVE(S):

FS Technical Representative:	Michael Wilson
Forest Service Organization:	USDA FS, Rocky Mountain Research Station
Street Address:	Forestry Sciences Laboratory, 507 25 th Street
City, State & Zip:	Ogden, Utah 84401-2394
Telephone:	801-625-5388
Fax:	801-625-5723
Email:	mjwilson@fs.fed.us

b. FOREST SERVICE ADMINISTRATIVE CONTACT:

Forest Service Contact:	Debra Jensen
Forest Service Organization:	USDA FS, Rocky Mountain Research Station
Street Address:	240 West Prospect Road
City, State & Zip:	Fort Collins, CO 80526-2098
Telephone:	970-498-1177
Fax:	970-498-1396
Email:	djensen@fs.fed.us

c. COOPERATOR'S TECHNICAL REPRESENTATIVE(S):

Principal Investigator:	
Department/Unit:	
Cooperator Name:	White Mountain Apache Tribe
Street Address/PO Box:	
City, State & Zip:	
Telephone:	
Fax:	
Email:	

d. COOPERATOR'S ADMINISTRATIVE CONTACT:

Name, Title:	
Department/Unit:	
Cooperator Name:	White Mountain Apache Tribe
Street Address/PO Box:	
City, State & Zip:	
Telephone:	
Fax:	

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Cooperator Agreement Number:	

Email:	
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13. **COPYRIGHTING.** The cooperator is granted sole and exclusive right to copyright resultant publications, including the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this instrument. However, the cooperator shall not sell, or grant copyrights to a third-party designee who intends to sell, the document as a profit-making venture. No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Federal government purposes. This right shall be transferred to any sub-agreements or subcontracts. This provision includes:

- a. The copyright in any work developed by the Cooperator under this instrument.
- b. Any rights of copyright to which the Cooperator purchases ownership with any Federal contributions.

14. **PUBLICATION.** Neither party will publish any results without consulting the other. This is not to be construed as applying to popular publication of previously published technical matter. Publication may be joint or independent as agreed upon, always giving due credit to the cooperation and recognizing the individuals doing the work. In the case of failure to agree as to the manner of publication or interpretation of results, either party may publish after due notice and submission of the proposed manuscript to the other. In such instances, the party publishing the data will give credit to the cooperation, but assume full responsibility for any statements on which there is a difference of opinion.

15. **DUNS NUMBER.** The cooperator shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.

16. **ELECTRONIC FUNDS TRANSFER (EFT).** The recipient/cooperator shall designate a financial institution or an authorized payment agent through which a federal payment may be made in accordance with US Treasury Regulations, Money and Finance at 31 CFR 208, which requires that federal payments are to be made by EFT to the maximum extent possible. A waiver may be requested and payments received by check by certifying in writing that one of the following situations apply:

1. The payment recipient does not have an account at a financial institution.
2. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
3. The payment recipient has a physical or mental disability, or a geographic, language, or literacy barrier.

In order to receive EFT payments the recipient/cooperator shall register in the Central Contractor Registry (CCR). You may register by going to www.ccr.gov and following the instructions provided on line. For assistance, contact the CCR Assistance Center at 888-227-2423 or 269-961-4725.

17. **PAYMENT/REIMBURSEMENT.** Reimburse the cooperator for the Forest Service's proportionate share ____ (%) of actual expenses incurred, not to exceed \$____, reduced by program income, and other Federal and nonfederal cash contributions, as shown in the incorporated Financial Plan. If program income generated from the project exceeds the cooperator's actual expenses, the Forest Service share is zero. The cooperator is approved to submit monthly billing(s). The Forest Service will make payment for its share of project costs upon receipt of an SF-270. Each SF-270 shall display the cooperator's actual expenditures to date of the SF-270 (not just the Forest Service share of actual expenditures), displayed by separate cost elements as documented in the Financial Plan, less program income and other Federal and

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nonfederal cash contributions and previous Forest Service payments. One original and one copy of each SF-270 should be sent to the Forest Service Technical Representative.

18. PROGRAM PERFORMANCE REPORTS. Submit a performance report at least annually. The final performance report shall be submitted either with your final payment request, or no later than 90 days from the expiration date of the instrument.

19. PATENT RIGHTS. This clause is incorporated by reference. Full text of this clause can be found at <http://www.fs.fed.us/business/>.

20. FOREST SERVICE CODE OF SCIENTIFIC ETHICS. All persons performing under this agreement will be aware of and perform according to the Forest Service Code of Scientific Ethics found at: http://www.fs.fed.us/research/publications/fs_code_of%20scientific_ethics.pdf.

21. INDIRECT COSTS AND TUITION REMISSION. In accordance with Title 7, U.S.C. 3319, indirect costs and tuition remission are not reimbursable to State Cooperative Institutions under joint venture and cooperative agreements. However, it should be noted that indirect costs may be used by State Cooperative Institutions to satisfy matching or cost-sharing requirements.

22. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

23. USDA GUIDELINES FOR QUALITY OF INFORMATION. This agreement is subject to the "Guidelines for Ensuring and Maximizing the Quality, Objectivity, Utility, and Integrity of Information Disseminated by Federal Agencies; Republication" and the "USDA Guidelines for Quality of Information" which can be found at <http://www.fs.fed.us/qoi/>.

24. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this instrument is available for reimbursement of cooperator purchase of equipment and is available for reimbursement of cooperator purchase of supplies.

25. DAVIS-BACON OR SERVICE CONTRACT ACT. If any contracts are developed or awarded under this instrument where all or part of the funding is provided with Federal funds, then this clause is incorporated by reference. Full text of this clause can be found at <http://www.fs.fed.us/business/>.

26. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

27. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

28. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. No parties shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

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29. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective through December 30, 2005, at which time it will expire unless extended.

30. **AUTHORIZED REPRESENTATIVES.** By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

F. SIGNATURES:

The parties hereto have executed this joint venture agreement as of the last date written below. No costs will be reimbursed or credit given for cost share or expenditures incurred before last date signed or after the completion date.

Assistant Station Director for Research
USDA FS, Rocky Mountain Research Station

Date

Cooperator Signatory

Date

Cooperator Title

Typed Title

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COOPERATOR: Please provide the following billing information to ensure efficient payment processing.	
Payee Name:	
Payee Address:	
Street Address/PO Box:	
City, State & Zip:	
Telephone Number (optional):	
Mandatory Information Required for Payment Processing:	
Tax Identification Number:	
Dun & Bradstreet Number:	
Central Contractor Registration Date:	

The authority and format of this instrument has been reviewed and approved for signature.

 CAROLYN J. LUMAR
 Rocky Mountain Research Station
 Grants & Agreements Specialist

 Date

Forest Service Job Code: _____ = \$ _____

RQ#: _____

(Revised 07-2004)