

FS Agreement No. 13-MU-11100500-033
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
ALASKA NATIVE BROTHERHOOD and the ALASKA NATIVE SISTERHOOD
GRAND CAMP
And The
USDA, FOREST SERVICE
TONGASS NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the ALASKA NATIVE BROTHERHOOD and the ALASKA NATIVE SISTERHOOD GRAND CAMP, hereinafter referred to as "Grand Camp," and the USDA, Forest Service, Tongass National Forest., hereinafter referred to as the "U.S. Forest Service."

Background: The most recent Agreement, Number 06-MU-11100100-084 expired in 2011. This is a new agreement to replace the expired MOU.

Title: Tongass National Forest and Grand Camp Cooperation and Exchange of Information Memorandum of Understanding

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties to establish a general framework for cooperation and exchange of information between the Forest Service and the Grand Camp to advance the skills, knowledge and goals of both organizations regarding mutual stewardship issues and concerns within the Tongass National Forest in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is a multiple-use natural resource agency of the United States, which manages National Forest System lands in Alaska. An integral part of the mission of the Forest Service is to facilitate public understanding, appreciation, and involvement in the areas of natural resource, cultural resource, and land management.

The Grand Camp's mission is to better the lives of Native people and their families; to fight for civil rights and land rights for all Native people; to share the cultural knowledge, wisdom, and artistic beauty of Native tribal societies; and to strive for a spirit of brotherhood and sisterhood among all people.

Grand Camp members, of whom a majority are Alaska Native or Native American, are significant users of the natural resources of land and sea, have a long and culturally significant history, and maintain a strong sense of stewardship tied to the land and sea



across the ecosystem boundaries which they have historically inhabited since time immemorial.

It is the intent of both parties to cooperate and share information regarding the implementation of programs and projects in which the parties have a mutual interest.

In consideration of the above premises, the parties agree as follows:

III. GRAND CAMP SHALL:

- A. Explore opportunities to provide mutually beneficial cultural, historical and traditional knowledge about the ecosystem for the enhancement of agreed upon programs and projects.
- B. Provide advice and/or recommendations, as appropriate, to the Forest Service about the needs and concerns of Grand Camp members regarding management of cultural and traditional uses on National Forest System lands.
- C. Explore opportunities to conduct joint projects and other cooperative efforts with the Forest Service, emphasizing close working relationships and communication between the Grand Camp and appropriate Forest Service officials, as well as between the local Alaska Native Brotherhood and the Alaska Native Sisterhood Camps and the Forest Service.
- D. Work with the Forest Service and its partners, as appropriate, to develop collaboratively focused actions or recommendations for proposed industrial developments potential effects on the ecosystem and to move both parties forward in mutually beneficial activities such as participation in cultural training, employment, culture camps, and traditional uses.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide an annual report of the Tongass National Forest entitled "A State of the Forest Report;" and a report on the Forest Service's Tribal Relations accomplishments. Based on the availability of employment records, the Forest Service will provide statistics on the percent of Alaska Native and American Indians employed within the Alaska Region's current fiscal year.
- B. Identify federal financial assistance programs administered by the Forest Service for which Grand Camp may be eligible to apply.
- C. Explore opportunities to provide information, briefings, employment opportunities and educational information and materials to Grand Camp to allow participants to enjoy common understandings of issues and concerns.



- D. Explore opportunities to make Forest Service knowledge, information, professional and technical expertise available for the furtherance of the agreement, subject to applicable Federal laws, regulations, and Forest Plan direction for the affected area and subject to approval by the Regional Forester or a designated representative.
- E. Subject to the applicable laws and regulations, enter into separate agreements or contracts with the Grand Camp and/or other parties, as appropriate, to accomplish agreed upon projects.
- F. Whenever possible, coordinate and share information with the Grand Camp in the planning, implementation, and monitoring of proposed industrial activities including Canadian mining proposals that may have adverse effects on ecosystems and subsistence resources and mutually beneficial projects and programs.

V. BOTH PARTIES AGREE:

- A. An annual meeting will be scheduled between the Forest Service, Grand Camp and/or the local camps to jointly review accomplishments and to discuss priorities and proposals for the coming fiscal year.
- B. Issues and concerns will be addressed, emphasizing close working relationships and communication between the Grand Camp and appropriate Forest Service officials, as well as between the local Alaska Native Brotherhood and the Alaska Native Sisterhood Camps and the Forest Service.
- C. Information sharing involves two-way communication that might include meetings, e-mail, letters, and technical information. This information exchange and cooperative good will is expected to continue even when the parties agree to disagree.
- D. As the Grand Camp Officers change, the positions of Grand President and Grand Secretary will serve as the principal contacts. As the US Forest Service Line Officers change, the position of Deputy Forest Supervisor and the Forest Tribal Relations Specialist will serve as the principal contacts.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. **TERMINATION:** Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
- B. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: William E. Martin Address: PO Box 35071 Juneau, Alaska 99803 Cell Phone: 907-957-1895 Home Phone Number: 907-780-2594 Email: billnNorCa@aol.com	Name: Colette Buchanan Address: 2497 Portland Alley Eugene, Oregon 97405-3100 Telephone: 541-514-5717 Email: unityforbear@gmail.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Patricia O'Connor Address: 648 Mission Street Ketchikan, AK. 99901 Telephone: 907-228-6282 FAX: 907-228-6215 Email: poconnor@fs.fed.us	Name: John Autrey Address: 648 Mission Street Ketchikan, AK 99901 Telephone: 907-228-6264 FAX: 907-228-6215 Email: jautrey@fs.fed.us

C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Grand Camp acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Grand Camp fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Grand Camp has expended in violation of sections 433 and 434.

D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Grand Camp is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:



To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Grand Camp, at Grand Camp's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Grand Camp from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of Grand Camp's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Grand Camp's products or activities.
- G. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Grand Camp to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A



written request must be submitted by Forest Service Region/Station/Area to the Office of Communications Director, visual Information and Publishing Services prior to the use of the insignia. The Forest Service Regional/Station/Area will notify the Grand Camp when permission is granted.

- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- K. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Grand Camp is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Grand Camp may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Grand Camp is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Grand Camp shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Grand Camp shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.



In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. Grand Camp shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should Grand Camp or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective for five years from the date of last signature at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



William E. Martin, Grand President
Alaska Native Brotherhood

Date

Freda Westman, Grand President
Alaska Native Sisterhood

Date

Forrest Cole, Forest Supervisor
U.S. Forest Service, Tongass National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.


TINA M. MOYNIER

11/22/2013
Date

U.S. Forest Service, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.