

**Memorandum of Understanding
Between
Alaska Native Brotherhood-Alaska Native Sisterhood
Grand Camp
And the
USDA Forest Service, Alaska Region
Tongass National Forest**

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the Alaska Native Brotherhood/Alaska Native Sisterhood Grand Camp, hereinafter referred to as ANB/ANS Grand Camp and the United States Department of Agriculture (USDA), Forest Service, Alaska Region, Tongass National Forest, hereinafter referred to as the "Forest Service."

Background: This Agreement No. 202001, replaces a former Agreement, Number 13-MU-11100500-033 which expired December 1, 2018.

TITLE: Tongass National Forest and ANB/ANS Grand Camp Sharing Information

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish a general framework for cooperation, exchange of information, regular and meaningful consultation and collaboration with the ANB/ANS Grand Camp and the Forest Service concerning actions and projects on the Tongass National Forest and to identify of common goals between the Forest Service and the ANB/ANS Grand Camp, recognizing the unique relationship and obligations the United States Government has with Alaska Native and Native American Tribal Governments and their citizens under Executive Order 13175, in accordance with the following Provisions.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

The Forest Service recognizes that trust responsibility with American Indians and Alaska Natives derives from the historical relationship between the Federal government and the Tribal governments as expressed in treaties, statutes, Executive Orders, Federal Indian case law, and inherent rights of the Alaska Native people.

Nothing listed in this MOU or attachments infringes or lessens the inherent rights of either party. Using these underpinnings, the Forest Service and the ANB/ANS Grand Camp will work in a mutually cooperative relationship building on trust, mutual respect and enhanced communications by both parties to further the relationship.

The Forest Service manages National Forest System lands. The Forest Service, in consultation with federally recognized Tribes and Alaska Native Corporations, is responsible for the identification and protection of human remains, cultural sites and items excavated or discovered on federal lands under its ownership and control pursuant to the Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. 3001) (NAGPRA) and 43 CFR Part 10; and the National Historic Preservation Act (NHPA); The Archaeological Resources Protection Act (ARPA) and the National Environmental Policy Act (NEPA), and the American Indian Religious

Freedom Act and Executive Order 13007, Indian Sacred Sites, and Executive Order 12898, Environmental Justice.

ANB/ANS Grand Camp manages its Tribal affairs across ecosystem boundaries which the Tlingit, Haida and Tsimshian Tribal nations historically used and occupied. ANB/ANS Grand Camp and the Forest Service have information and resources that may be of mutual interest, concerns, and benefit to both parties.

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 ANB/ANS Grand Camp's mission is to better the lives of Alaska Native people and their families; to advocate 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.

ANB/ANS members represented by Grand Camp and 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, whenever appropriate, regarding the planning or implementation of programs and projects, in which both parties have mutual interests and/or concerns.

III. THE ANB/ANS Grand Camp SHALL:

- A. Explore opportunities to provide mutually beneficial cultural, historical, local traditional knowledge and experiences across the ecosystem that was historically, and continues to be inhabited by Tribal citizens and their families, for the enhancement of agreed upon programs and projects.
- B. Provide advice and/or recommendations, as appropriate, to the Forest Service of ANB/ANS Grand Camp needs and concerns regarding management of National Forest System lands.
- C. ANB/ANS Grand Camp Presidents will serve as the primary point of contact and will be responsible for the coordination of routine communications and activities between the ANB/ANS Grand Camp and the Forest Service. The Presidents will act as the signing officials.
- D. Assign a Data Steward as the primary point of contact who shall be available for long term data management, and the safeguarding and distribution of sensitive cultural and sacred site information provided by the Forest Service.
- E. Coordinate with local Ranger District personnel for the use of conference room space and videoconference equipment, upon request and when available.

- F. Provide an annual summary report of joint activities and project accomplishments, with any specific proposals and priorities for the coming fiscal year.

IV. THE USDA FOREST SERVICE SHALL:

- A. Explore opportunities to make Forest Service knowledge, information, lands, and professional and technical expertise available for the furtherance of the agreement, subject to the applicable federal laws, regulations, and approved Forest Plan direction for the affected area and subject to approval by the Forest Supervisor or designated representative.
- B. Whenever possible, cooperate with the ANB/ANS Grand Camp in the planning, developing, implementation, and monitoring of mutually beneficial projects and programs, sharing of information, and coordination of joint endeavors through separate agreements, subject to federal laws and regulation.
- C. Whenever possible, provide ANB/ANS Grand Camp the use of Tongass National Forest bunkhouse facilities and conference room space, including use of teleconference and video conference equipment, across all Tongass Ranger Districts, contingent upon space availability (i.e., peak season running from spring to early fall and Tongass employee utilization at other times of the year shall remain the priority user groups for conference rooms, equipment and/or bunkhouse facilities). Requests for use will be coordinated at the local Ranger District level.
- D. The Forest Supervisor will serve as the primary point of contact for the Forest Service and shall be responsible for the coordination of routine communications and activities between the Forest Service and the ANB/ANS Grand Camp. The Forest Supervisor is responsible for signing official correspondence. Decision authority will reside with the Forest Supervisor, depending on the nature of the project decision.
- E. Strive to provide the ANB/ANS Grand Camp with notice of projects at least 30 days before general public scoping commences. This may not always be possible with some projects due to legal timelines or other authorities.
- F. Upon request from ANB/ANS Grand Camp representative, provide an annual report of Tongass National Forest Tribal Relations accomplishments that are of interest to Grand Camp, from available data or sources in the Alaska Region.
- G. Make quarterly efforts to update Grand Camp contact information in the Forest Service Tribal Relations R10 Tribal & Native Entity database, which is used to share information with Alaska Native Tribes, in addition to information normally provided in regular meetings.
- H. 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.
- I. Identify federal financial assistance programs, including but not limited to those which pertain to subsistence and food security, administered by the Forest Service and/or the US Department of Agriculture, for which Grand Camp may be eligible to apply.

- J. Administer Forest Service programs and activities with sensitivity to traditional Southeast Alaska Native beliefs and practices.

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

- A. This MOU is specific to only the Tongass National Forest, recognizing that the ANB/ANS Grand Camp represents local camps that are outside the Tongass National Forest and therefore outside the jurisdiction of the Forest Supervisor of the Tongass National Forest.
- B. 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. Meetings will be scheduled during times that allow the greatest opportunity for attendance. The primary points of contact will meet to discuss limitations of time, day, and conflicting event schedules of their respective agencies.
- C. The Primary Points of Contact will call for agenda items one week before scheduled meeting, including types of information needing to be presented at the meeting.
- D. The meeting host will be identified and will be responsible for facilitating the execution of the meeting and agenda topics. Meeting hosts will identify a meeting recorder who will compile notes, capturing decision elements and recommendations made during the meeting. These notes will be distributed through the primary points of contact for clarification and edits. Final notes will be placed into the USDA Forest Service National Tribal Relations data base and provided to the Tribe.
- E. Changes to the meeting agenda can be made if the Forest Supervisor and ANB/ANS Grand Camp agree
- F. In the event of the need to cancel a meeting due to unforeseen events, strive to provide at least one day prior notice.
- G. 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.
- H. 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.
- I. 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 Forest Supervisor and the Forest Tribal Relations Specialist will serve as the principal contacts.
- J. Further discussion regarding the "Circling the Moon" Button Blanket shall occur at a later date to be determined by each party. The discussion shall include the specifics of ownership, protocol, and use as well as the desired location for its display and

safekeeping. Once these have been mutually agreed upon they will be incorporated into this MOU document as an addendum.

- K. Further discussion regarding Grand Camp’s use of USFS Bunkhouse facilities on the Tongass National Forest, especially in small, rural communities which have little to no commercial lodging (i.e., hotels, bed and breakfasts, etc.) during its annual convention for the Grand Camp delegate attendees shall occur at a later date to be determined by each party. It is understood that this particular accommodation request cannot be included in this MOU due to the nature of the request involving monetary value and will require another separate agreement specific to the request.
- L. The primary and secondary points of contact meet at least annually to review and evaluate this MOU and determine whether amendments are necessary as approved by the Forest Service and the ANB/ANS Grand Camp. Mutually agreeable modifications to this MOU can be made at this time if both parties are in agreement on such changes.
- M. Modifications within the scope of this MOU shall be made by mutual consent of the parties by the issuance of a written modification signed and dated by both parties, prior to any changes being performed.
- N. The parties have agreed to work collaboratively to pool knowledge and information using the following guidelines, these are, but are not limited to:
 1. Both parties should be made aware of limitations that would restrict or define areas that each party can collaborate on.
 2. The Forest Service will provide the best available information to be used in project analysis. Both parties must realize that data does change as a result of new information.
 3. Some collaboration should be expected to take place in working meetings with designated staff, committees, Tribal membership including elders and clan leaders, interdisciplinary teams, and decision markers.

VI. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contacts	
Heather J. Gurko, ANB Grand Camp President 3300 NW 185 th PMB 250 Portland, OR 97229 (503) 481-7533	Paulette M. Moreno, ANS Grand Camp President 1710 Edgecumbe Drive Sitka, AK 99835 (907) 738-6608

Principal USDA Forest Service Contacts:

Cooperator Program Contact	Cooperator Administrator Contact
M. Earl Stewart, Forest Supervisor Ketchikan Federal Building, 648 Mission Street Ketchikan, AK 99901-6591 (907) 228-6200 earl.stewart@usda.gov	Carla Casulucan, Tribal Relations Specialist 8510 Mendenhall Loop Road Juneau, AK 99801-8041 (907) 789-6247 carla.casulucan@usda.gov

VII. NOTICES. Any communications that may affect this agreement should be submitted in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Contact at the address specified in the MOU,

To the ANB/ANS Grand Camp, at the 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.

VIII. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service from participating in similar activities with other public or private agencies, stakeholders, organizations, and individuals.

IX. 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. The converse also applies: any Forest Service actions or decisions, made either under this MOU or separately, and which may have Tribal impacts, do not by direct reference or implication convey ANB/ANS Grand Camp endorsement of the U.S. Forest Service's actions, decisions, products or activities.

X. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law. 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 use or 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);

This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the use or 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 agency's statutory and regulatory authority.

- XI. 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).
- XII. TERMINATION. Either party may terminate, in writing, this MOU in whole, or in part, at any time before the date of expiration.
- XIII. 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.
- XIV. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through 20 February 2025, at which time it will expire.
- XV. 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.

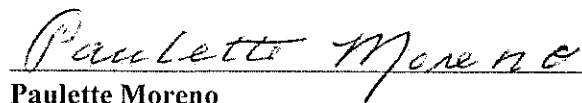
In witness whereof, the parties hereto have executed this MOU as of the last date written below.



Heather J. Gurko
Alaska Native Brotherhood Grand Camp President

2/19/20

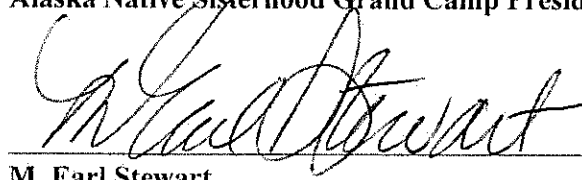
Date



Paulette Moreno
Alaska Native Sisterhood Grand Camp President

Feb 19, 2020

Date



M. Earl Stewart
Forest Supervisor, Tongass National Forest

19 Feb 2020

Date

