

As Approved and Recommended for Tribal Ratification by the Voigt Intertribal Task Force – May 11, 2000

MEMORANDUM OF UNDERSTANDING

REGARDING

TRIBAL - USDA-FOREST SERVICE RELATIONS

ON

NATIONAL FOREST LANDS

WITHIN THE TERRITORIES CEDED

IN

TREATIES OF 1836, 1837, AND 1842

NATIONAL FOREST

CAMPGROUND FEE AND LENGTH OF STAY RESTRICTION

EXEMPTION AGREEMENT (VERSION 1.0)

MAY 2000

1. **PURPOSE AND INTERPRETATION.**

a. **Purpose.** It is the purpose of this Exemption Agreement to:

- 1) Implement the provisions of Article VI.C.8 of the *Memorandum of Understanding Regarding Tribal - USDA-Forest Service Relations on National Forest Lands Within the Territories Ceded in Treaties of 1836, 1837, and 1842* [hereafter MOU], as amended June 1999, regarding the use of National Forest campgrounds in the exercise of the Tribes' ceded territory rights; and
- 2) Provide an orderly and effective system for regulating the use of National Forest campgrounds in the exercise of the Tribes' ceded territory rights.

b. **Interpretation.** The Exemption Agreement shall be construed with the purposes and provisions of the MOU, as it may be amended from time to time.

2. **INCORPORATION INTO MOU.** The MOU, Article VI.C.8 provides that, once ratified, the campground fee and length of stay Exemption Agreement becomes part of the MOU. In addition, a properly amended Exemption Agreement shall replace the then-current Exemption Agreement in the MOU. Therefore, unless the Exemption Agreement specifically provides otherwise, the parties agree:

a. **Application.** The Exemption Agreement applies to same ceded territories and National Forests as the MOU, and parties to the MOU may also ratify and become parties to the Exemption Agreement.

b. **Terms Used.** Unless the context indicates to the contrary, the terms used in the Exemption Agreement and Implementation Plan shall have the same meaning as provided in the MOU and its Appendices. In addition, the term "MOU" includes its Appendices and the term "Exemption Agreement" includes its accompanying Implementation Plan.

c. **Effect on MOU Provisions.** The Exemption Agreement does not change the MOU. Rather, it adds to it by implementing the specific provisions relating to campgrounds. For administrative and process purposes, it shall be treated as an amendment to the MOU.

3. **ADMINISTRATION.** Unless otherwise specifically provided, the Exemption Agreement shall be administered in accordance with the provisions of the MOU, in particular with the provisions of Article VI [Specific Agreements to Implement the Government-to-Government Relationship].

4. **RATIFICATION AND REQUIRED NOTICES.** The Exemption Agreement shall be ratified in the same manner as the MOU was ratified and a similar Notice of Ratification for the Exemption Agreement shall be provided. In addition, unless otherwise specifically provided, required and other notices under the Exemption Agreement shall be provided in the same manner as required by the MOU.

5. **IMPLEMENTATION PLAN.** The Implementation Plan attached as Appendix A is incorporated by reference herein as if set forth in its entirety and a properly amended Implementation Plan shall replace the then-current Appendix A. The parties recognize that the Implementation Plan may need to be amended from time to time to deal with changing circumstances, particularly regarding the identification of fee-exempt camping locations and length of stay restrictions. They agree that amending the Implementation Plan essentially is an administrative matter that should not require the same degree of formality as ratifying an amendment to the MOU or the Exemption Agreement itself. Therefore, the parties agree that the Implementation Plan may be amended upon consensus reached between the parties' "keepers of the process" identified pursuant to Article X of the MOU.

6. **FEE-EXEMPT CAMPING LOCATIONS.**

a. **Campgrounds and Other Sites Involved.** The Implementation Plan identifies those National Forest campgrounds and other camping locations that may be used without charge in the exercise of the Tribes' ceded territory rights. The parties agree to periodically review and update these sites to ensure that they include:

- 1) Campgrounds operated by a third party under a contract with the Forest Service where a contract specifically incorporates the MOU's fee exemption. For those contracts that currently do not incorporate the fee exemption, the Forest Service agrees to include the MOU fee exemption requirement in the solicitation of concessionaire operations as existing contracts expire and to incorporate those requirements in new contracts as they are awarded.
- 2) All other National Forest locations where a fee otherwise would have to be paid by the general public to camp (i.e. stay overnight) and where some process (such as a registration form or campsite fee envelope) is used to identify the camper and the specific campsite that will be used.

b. **Procedures for Using Fee-Exempt Campsites.** The Implementation Plan sets forth the procedures that will be followed when ~~for~~ registering at a fee-exempt campsite. The parties agree to periodically review these procedures as necessary to ensure that they include the following elements:

- 1) Following the registration procedures and completing the paperwork generally used for the site; and
- 2) In lieu of fee payment, providing to campground compliance personnel and/or placing in a campsite fee envelope a document authorizing use in the exercise of the Tribes'

ceded territory rights that has first been obtained from a Tribe or such other information as the Tribes and the Forest Service may agree upon.

c. Reserving Fee-Exempt Campsites. The Forest Service’s local and national systems for reserving particular fee-exempt campsites may be used for reserving sites for use in the exercise of the Tribes’ ceded territory rights with the following understandings:

- 1) The parties acknowledge that it is not possible at this time to implement a fee exemption for reservation and camping fees that are presently collected “up-front” when a reservation is made either through the Forest Service’s national reservation system or through a local reservation system for a limited number of campsites. The parties agree to revisit this issue as part of the regular MOU monitoring and evaluation procedures upon the request of any party.
- 2) The Forest Service is not obligated to establish a campsite reservation system where one presently does not exist. However, where there is a particular need, including the demonstrated inability to obtain campsites on a first-come, first-served basis, a Tribe may ask the local Forest Service District to reserve a campsite for use in the exercise of the Tribes’ ceded territory rights. The Forest Service agrees to make every attempt to accommodate the request and, before denying the request, to discuss possible alternatives with the Tribe. In any event, the Forest Service shall not unreasonably deny the request.
- 3) The Exemption Agreement will not be implemented in a way that displaces non-tribal users who are lawfully camping or that displaces reservations made by non-tribal users.

7. LOCATIONS WITH LENGTH OF STAY LIMITATIONS. The Implementation Plan identifies those campgrounds or other camping locations for use in the exercise of the Tribes’ ceded territory rights where the parties agree to specific length of stay limitations between June 15 and August 15. The parties agree to periodically review these sites to ensure that the length of stay limitations do not interfere with the exercise of those rights. The Forest Service agrees to include the MOU length of stay exemption requirement in the solicitation of concessionaire operations as existing contracts expire and to incorporate those requirements in new contracts as they are awarded, unless the Tribes have agreed to length of stay restrictions for the particular campground involved.

8. USE OF CAMPSITES THAT ARE “CLOSED” FOR THE SEASON. The parties acknowledge that the Forest Service provides services at campgrounds and campsites only during an annual operating season, generally from late spring to early fall. The parties agree that use of campgrounds and campsites outside of the annual operating season in the exercise of the Tribes’ ceded territory rights shall be as follows:

- a. **“Closed” Campgrounds.** The Forest Service presently prohibits camping in certain campgrounds outside of their annual operating season and agrees to provide the Tribes with information identifying those campgrounds and the periods during which they are “closed.” The Tribes agree to also prohibit camping in these locations with the understanding that camping in the exercise of the Tribes’ ceded territory rights may take place under a special permit issued by a Tribe with the Forest Service’s written consent. The Implementation Plan sets forth a list of these campgrounds. Request for Forest Service consent should be directed to the local Forest Service District. The requesting Tribe and Forest Service will then work out arrangements regarding sanitation and other issues of conservation, public health or public safety concerns. The Forest Service agrees to make every attempt to accommodate the request and, before withholding consent, to discuss possible alternatives with the Tribe. In any event, Forest Service consent shall not unreasonably be withheld.
- b. **Other Campgrounds.** For those campgrounds where the Forest Service does not specifically prohibit camping outside of their annual operating season, the Tribes may authorize and regulate camping in the exercise of their ceded territory rights on the same terms as the Forest Service regulates camping by the general public during the same period.
9. **GENERAL CAMPING REGULATIONS.** To supplement the protections already provided by the Tribes’ Off-Reservation National Forest Gathering Code, the Implementation Plan contains a number of general regulations that will govern camping in the exercise of the Tribes’ ceded territory rights pursuant to the Exemption Agreement. These regulations are intended to conserve the natural resources in and around the National Forest sites subject to the Exemption Agreement and to protect public health and safety. They are based upon parallel federal regulations found in 36 C.F.R. Part 261 and implementing Forest Service orders. These regulations generally relate to behavior while camping, fire prevention, sanitation, protection of government-owned facilities and other matters regarding occupation and use of National Forest camping facilities.
10. **MONITORING AND INFORMATION EXCHANGE.** In recognition of the dynamic nature of their relationship, the parties agree that any matter within the scope of the Exemption Agreement may be reviewed and changes considered as part of the regular MOU and Exemption Agreement monitoring and evaluation procedures. In addition, the parties, through their respective “keepers of the process” identified pursuant to Article X of the MOU, agree to gather and exchange in a timely manner information relevant to the Exemption Agreement that will aid in monitoring and evaluating the Agreement’s implementation.