



DEPARTMENT OF THE ARMY
HEADQUARTERS, U.S. ARMY GARRISON, ALASKA
600 RICHARDSON DR #6250
FORT RICHARDSON, ALASKA 99505-6250

AK-MOA-187

REPLY TO
ATTENTION OF

MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES ARMY GARRISON, ALASKA (USAG-AK)
AND
THE NATIVE VILLAGE OF EKLUTNA (NVE)

SUBJECT: Memorandum of Agreement (MOA) Between The United States Army Garrison, Alaska (USAG-AK) and The Native Village of Eklutna (NVE)

1. References.

- a. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support, dated 9 August 1995.
- b. Public Law 103-139 (Department of Defense Appropriations Act, 1994), dated 11 November 1993.
- c. Public Law 101-511 (Legacy Resource Management Program), dated 30 September 1991.
- d. Army Regulation (AR) 200-3 (Natural Resources Management), dated 28 February 1995.
- e. AR 200-4 (Cultural Resources Management), dated October 1998.
- f. The Sikes Act, Public Law 108-136, the National Defense Authorization Act of 2004, dated 24 November 2003.

2. Purpose. To formally recognize our Government-to-Government relations and recognize areas of mutual concern and support, promote communication between the parties, and establish a framework for cooperative relationships for conducting research to provide optimal management of natural and cultural resources on public lands on Fort Richardson, in that the traditional territory of the Tribe includes all lands under USAG-AK's management at Fort Richardson.

3. Problem. USAG-AK is charged with management of over 60,000 acres of land at Fort Richardson, USAG-AK, like all government agencies, must manage its lands in accordance with federal environmental law as well as federal regulations and Executive Orders regarding consultation with federally recognized Native American, Alaska Native Tribes and Native Hawaiian groups. These include, but are not limited to: The Native American Graves Protection and Repatriation Act (NAGPRA); the Archaeological Resources Protection Act (ARPA); the National Historic Preservation Act (NHPA); the American Indian Religious Freedom Act (AIRFA); Executive Order 13175: *Consultation and Coordination with Indian Tribal Governments*; Executive Order 13007: *Sacred Sites*; the Indian Self-Determination Act (PL 93-638, as amended, 25 USC 450 et seq.); the National Environmental Policy Act (NEPA); the Endangered Species Act (ESA); and the Clean Water Act (CWA). Compliance with these

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statutes and regulations requires accurate information on the status of natural and cultural resources on military installations, and application of this data in management decisions. Inventory, analysis and application of this data also support the objectives of the Legacy Resource Management Program and NVE's mission statement and goals.

4. Scope. USAG-AK and the Native Village of Eklutna agree to participate in cooperative historical, ethnographic, and archaeological research in traditional cultural land use as necessary for the sound management of Fort Richardson. USAG-AK will strive to ensure that the land is managed to protect, whenever possible, cultural resources identified as having traditional religious and cultural significance to Native Alaskan Tribes, while providing for military training needs and to mitigate with Tribal consultation when there is a likely adverse impact. All parties will maintain a knowledge and appreciation of our collective cultural heritage by cooperatively developing and implementing methods for conserving cultural resources on Fort Richardson, in a manner sensitive to Tribal sovereignty, religious freedom, and confidentiality regarding the location of cultural resources. All parties will contribute to making sound, balanced decisions regarding land use and resource management on Fort Richardson by the provision of better research and data. USAG-AK, Directorate of Public Works (DPW), Environmental Division and NVE will cooperatively educate military personnel on the cultural history of USAG-AK managed lands at Fort Richardson, and on the potential natural and cultural resource impacts of their training exercises. Recommendations for avoidance of impacts and/or mitigation of impacts shall be provided to USAG-AK by NVE. NVE will provide education to military personnel on the Athabascan culture and heritage.

5. Understandings, agreements, support, and resource needs.

a. USAG-AK agrees to:

(1) Provide NVE with USAG-AK resources, equipment and professional expertise in accordance with (IAW) applicable federal laws and regulations.

(2) Provide NVE access to Fort Richardson for the purpose established in paragraph 2 above and IAW all USAG-AK security protocols.

(3) Provide access to available data on existing cultural and natural resource inventories at Fort Richardson.

(4) Provide training opportunities to NVE through the DPW Environmental Division in the cultural, and natural resource programs, to the extent that funding allows.

(5) Provide an annual report to the NVE Tribal Council of all achievements and activities, i.e., research, identification of traditional cultural properties and management consultation, etc.

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(6) Request NVE assist the DPW in cultural and natural resource planning and management on FRA.

(7) Fund NVE capacity building, i.e., National Historic Preservation Act training, Geographical Information System (GIS) training and computer equipment, etc., to the extent that funding allows.

(8) Acknowledge that NVE is a federally recognized Tribe with all powers and responsibilities inherent in a Alaskan Native Tribe.

(9) Acknowledge this MOA in no way restricts either party from participating with other public and private agencies, organizations, and individuals, or from accepting contributions and donations for other similar agreements or objects.

(10) Acknowledge and utilize the expertise of Tribal members' accounts of the natural and cultural history of lands under USAG-AK management at Fort Richardson.

(11) Coordinate with NVE for approval prior to disclosing any information publicly that has been obtained by the DPW in accordance with (IAW) this MOA, unless prompt disclosure is otherwise required by law.

b. The Native Village of Eklutna agrees to:

(1) Enter into this MOA under the Tribal Sovereign Authority while pursuing the Native Village of Eklutna mission and goals of understanding, protecting, restoring, securing and enhancing traditional lands, environment and uses while maintaining cultural integrity and to pass on the Athabascan culture.

(2) Acknowledge this MOA in no way restricts either party from participating with other public and private agencies, organizations, and individuals, or from accepting contributions and donations for other similar agreements or objects.

(3) Provide USAG-AK technical assistance and traditional education through tribal representatives and employees as appropriate.

(4) Assist in identifying NVE protocols by which USAG-AK may contact persons knowledgeable about Athabascan culture as it relates to Fort Richardson.

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(5) Provide comments to USAG-AK on U.S. Army planning and resource management as it relates to Tribal interests.

6. Financial Provisions. Nothing in this agreement shall obligate any party in expenditure for funds, or by future payments of money, in excess of appropriations authorized by law and administratively allocated. All reimbursement for services provided will be as described in contract number #DBQ03-04-DXXX, dated TBD. When contract is let it will become part of this document as a separate attachment.

7. Effective Date. This agreement becomes effective upon date of the final signature. It will remain in effect for five years or until revisited/superseded or terminated in writing by either party. This agreement will be reviewed triennially or sooner if changing conditions or circumstances warrant ensuring that the terms, provisions, and intent are current. This agreement maybe terminated upon mutual written agreement of the signatories or unilaterally by either signatory following receipt of 180-day written termination notice.

Dorothy Cook

DOROTHY COOK
President

8-4-04

(Date)

Donna G. Boltz

DONNA G. BOLTZ
COL, MP
Commanding

2 August 2004

(Date)