

MEMORANDUM OF UNDERSTANDING

REGARDING

TRIBAL ~ USDA-FOREST SERVICE RELATIONS

ON

***NATIONAL FOREST SYSTEM LANDS WITHIN THE TERRITORY CEDED
IN THE WASHINGTON TREATY OF 1836 AND ANY NATIONAL FOREST LANDS LOCATED
WITHIN THE EXTERIOR BOUNDARIES OF THE RESERVATION OF ANY SIGNATORY TRIBE***

APPENDIX D

NATIONAL FOREST CAMPGROUND

FEE AND LENGTH OF STAY RESTRICTION

Exemption Agreement and Implementation Plan

MAY 2006

1. **PURPOSE AND INTERPRETATION.**

a. **Purpose.** It is the purpose of this Exemption Agreement and Implementation Plan 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 Territory Ceded in the Washington Treaty of 1836 and any National Forest Lands Located Within the Exterior Boundaries of the Reservation of any Signatory Tribe (“MOU”)* regarding the use of National Forest campgrounds in the exercise of the Tribes’ treaty-reserved rights; and
- 2) Provide an orderly and effective system for regulating the use of National Forest campgrounds in the exercise of the Tribes’ treaty-reserved rights.

b. **Interpretation.** The Exemption Agreement and Implementation Plan 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.7. provides that, the campground fee and length of stay Exemption Agreement and Implementation Plan becomes part of the MOU. Therefore, the parties agree:

a. **Application.** The Exemption Agreement and Implementation Plan applies to same National Forest system lands within the ceded territory and within the exterior boundaries of the Reservation of any signatory Tribe as the MOU and parties to the MOU are parties to the Exemption Agreement and Implementation Plan.

b. **Terms Used.** Unless the context indicates to the contrary, the terms used in this Exemption Agreement and Implementation Plan shall have the same meaning as provided in the MOU and its other Appendices. In addition, the term “MOU” includes its Appendices and the term “Exemption Agreement and Implementation Plan” includes its accompanying “*List of Campground Fee and Length of Stay Restrictions Applicable to Specific National Forest Campgrounds*” (Version 1.0).

c. **Effect on MOU Provisions.** This Exemption Agreement and Implementation Plan 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 part of the MOU.

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

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Government-to-Government Relationship].

4. **REQUIRED NOTICES.** Unless otherwise specifically provided, required notices under the Exemption Agreement and Implementation Plan shall be provided in the same manner as required by the MOU.

5. **REQUIREMENTS AND CONDITIONS FOR USE OF PARTICULAR CAMPGROUNDS.**

a. **General Obligations.** No Tribal member shall fail to comply with any provision or requirement of:

- 1) This Exemption Agreement and Implementation Plan;
- 2) The Tribe's National Forest Gathering Regulations;
- 3) The document entitled "*List of Campground Fee and Length of Stay Restrictions Applicable to Specific National Forest Campgrounds*" (Version 1.0); or
- 4) Any permit or other document issued by the Tribal member's Tribe pursuant to this Exemption Agreement and Implementation Plan or the Tribe's National Forest Gathering Regulations.

b. **Campgrounds and Other Sites Involved.** The "*List of Campground Fee and Length of Stay Restrictions Applicable to Specific National Forest Campgrounds*" (Version 1.0) 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.

c. **Conditions at Particular Campgrounds.** The document entitled "*List of Campground Fee and Length of Stay Restrictions Applicable to Specific National Forest Campgrounds*" (Version 1.0), as it may be amended from time to time, identifies the

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following National Forest campgrounds for use in the exercise of the Tribe's ceded territory rights:

- 1) Fee-Exempt Campgrounds – Those campgrounds where tribal members may camp for no charge;
- 2) Length of Stay Limitation Campgrounds – Those campgrounds where tribal members may not continuously camp for longer than the specific period indicated; and
- 3) Campgrounds “Closed” to Camping Outside of the Annual Operating Season – Those campgrounds that are closed to tribal member camping during the specified period, except pursuant to and in compliance with a permit issued by the Tribe's Natural Resources Department, or its designee, that authorizes camping in a named campground during the closed period.

d. Procedures for Using Fee-Exempt Sites. In order to use any campsite within a fee-exempt campground, a tribal member must:

- 1) Obtain and follow the instructions of the Tribe's Natural Resources Department, or its designee, as to what forms, documents or information are necessary;
- 2) Follow the camping registration procedures and complete the paperwork generally used at the particular site in question;
- 3) Instead of paying a fee, provide the document(s) or information required by the Tribe's Natural Resources Department, or its designee, to the campsite compliance personnel and/or place the required document(s) or information in and/or on a campsite fee envelope.
- 4) Camp only at a site for which he or she has registered.

e. Reserving Fee-Exempt Campsites. The Forest Service's 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 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.

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- 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 and Implementation Plan 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.

f. Locations with Length of Stay Limitations. The "*List of Campground Fee and Length of Stay Restrictions Applicable to Specific National Forest Campgrounds*" (Version 1.0) 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.

g. 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:

1. **"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' treaty-reserved rights may take place under a special permit issued by a Tribe with the Forest Service's written consent. The "*List of Campground Fee and Length of Stay Restrictions Applicable to Specific National Forest Campgrounds*" (Version 1.0) 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

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withholding consent, to discuss possible alternatives with the Tribe. In any event, Forest Service consent shall not unreasonably be withheld.

2. **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.

3. **General Camping Regulations.** The Tribes have adopted general regulations governing camping by Tribal members exercising the Tribe's treaty-reserved rights as part of the Tribes' National Forest Treaty Rights Harvest Regulations. These regulations are intended to conserve the natural resources in and around the National Forest sites subject to this Exemption Agreement and Implementation Plan 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.

6. **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 and Implementation Plan may be reviewed and changes considered as part of the regular MOU monitoring and evaluation procedures. In addition, the parties, through their respective "Designated Representatives" identified pursuant to Article IX.C. of the MOU, agree to gather and exchange in a timely manner information relevant to the Exemption Agreement and Implementation Plan that will aid in monitoring and evaluating the Agreement's implementation.

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