COOPERATIVE AGREEMENT
between
UNITED STATES DEPARTMENT OF THE INTERIOR
and
YUROK TRIBE
for the
COOPERATIVE MANAGEMENT OF TRIBAL AND FEDERAL LANDS AND RESOURCES IN THE KLAMATH RIVER BASIN OF CALIFORNIA

I. STATEMENT OF JOINT OBJECTIVES:

A. Purpose. This Cooperative Agreement (Agreement) is made and entered into between the United States Department of the Interior (DOI) and the Yurok Tribe (Tribe) to coordinate and cooperatively manage Federal and Tribal lands and resources within the Klamath Basin in California, both within the Yurok Reservation as well as the related basin, upstream river, and Pacific Ocean resources subject to the jurisdiction or authorities of various DOI agencies and bureaus. This Agreement will provide more consistent, economical, effective, and collaborative management of Federal and Tribal lands and natural resources while furthering the Trust relationship that exists between DOI and the Tribe. This Agreement will also greatly expand the resources available to address the shared goals of DOI and the Tribe to improve our collective understanding of the river system and its dynamics, improve the health and vitality of the fishery, and identify and develop programs for natural resource management and service delivery in order to provide long-term benefits to the Tribe, local communities, and the general public and to improve the condition of the basin's natural resources. DOI and the Tribe anticipate that this Agreement will be the foundation for subsequent, continuing, and specific collaborative programs in natural resource management, including but not limited to land and water management, fisheries management, water quality monitoring, land use planning, data gap analysis, interpretation and outreach, and Tribal-interagency management initiatives which will enhance the opportunity to identify and resolve issues critical to the success and survival of a healthy river-based ecosystem in the lower Klamath Basin.

B. Objective. DOI and the Tribe intend to establish an ongoing collaborative government-to-government relationship for management of land, water and other natural resources which will inure to the benefit of DOI, the Tribe, and the communities, as well as the ecosystem and economy of the Klamath River Basin. This Agreement provides a

mechanism to coordinate natural resource management programs, develop joint planning and management initiatives, and coordinate program and budget priorities through the cooperative allocation of resources and the development of long-term resource management and programmatic goals between the signatories. The Agreement will improve DOI and Tribal services to the Tribal and local communities and the general public by improving Klamath River resources management, addressing the health of the fishery, and establishing related programs for restoration and management of natural resources. The Agreement will provide an opportunity for the Tribe to bring to bear its acknowledged scientific expertise, its knowledge of the basin, and the wealth of its culture and traditions to its collaborative relationship with DOI. The Agreement will provide a mechanism by which the Tribe and DOI may further the protection and preservation of Tribal cultural values and practices while collaborating on management of basin natural resources. The Agreement will accomplish these objectives by developing mechanisms for increasing the potential contribution and participation in federal programs by the Tribe while also realizing broader benefits to Klamath Basin communities, the general public, federal agencies and the scientific community.

C. Authority. The Federal Land Policy and Management Act of 1976, 43 U.S.C. § 1737(b); Endangered Species Act, 16 U.S.C. § 1531 *et seq.*; Fish and Wildlife Coordination Act, 16 U.S.C. § 661 *et seq.*; National Park Service Organic Act, 16 U.S.C. 1 *et seq*; and Klamath River Basin Fisheries Resource Restoration Act, 16 U.S.C. § 460ss *et seq.*, among others, provide that the Secretary of the Interior may undertake programs of resource management through Cooperative Agreements.

D. Benefits. Cooperative undertakings withing the scope of this agreement will result in increased public management effectiveness, enhancement of natural resource program coordination, opportunity for joint public outreach, and a greater level of consistency and effectiveness in public and Tribal land use planning. This cooperative relationship provides DOI with access to resources and services not otherwise available, as well as the benefit of continued contributions by and involvement of Tribal officials, planners, resource specialists and the general Tribal membership in public land management. This broader partnership to further the federal-Tribal relationship is critical to providing a higher level of public service and to involving the Tribal government and the public in the development and coordination of resource management programs and cooperative land-use planning and management opportunities.

II. DEFINITIONS:

A. DOI: Means United States Department of the Interior, including its agencies, offices, and bureaus.

B. TRIBE: Means the Tribal Government, the Executive Offices, and/or authorized staff and agents of the Yurok Tribe.

C. AGREEMENT: Means this Cooperative Agreement.

III. SCOPE:

A. DOI agrees to:

Coordinate and consult with the Tribe, as frequently as required by DOI agencies and at least annually, through the Assistant Secretary, Policy Management and Budget or his/her designee and/or appropriate regional and other officials to identify opportunities for the development of land and resource management programs and coordination of resource program priorities and initiatives.

Identify opportunities for development of cooperative initiatives for coordinated management of land and water resources, beneficial data collection, fisheries or other natural resource management programs, land management initiatives, public outreach and such other programs which may offer opportunities for more efficient resource management.

Seek specific opportunities to involve the Tribe in DOI land and resource management activities in a more active role in furtherance of the federal-Tribal relationship and the partnership established under this Agreement.

Coordinate, organize, and assure appropriate government professional and management involvement in programs within the scope of this Agreement.

B. The TRIBE agrees to:

Coordinate and consult with the DOI, as often as necessary and at least annually, to identify Tribal land management priorities, resources and opportunities for joint Tribal-DOI program development.

Coordinate, organize, and assure appropriate Tribal governmental, Tribal member, professional, and executive involvement in programs within the scope of this Agreement.

Seek to identify opportunities for governmental partnerships and cooperative programs, including the identification of Tribal resources available for such initiatives.

Identify and provide appropriate staff and other resources for planning and implementation of initiatives developed pursuant to this Agreement.

C. DOI and the TRIBE agree to:

Establish an on-going joint management group to cooperate in identifying opportunities for collaborative projects pursuant to this Agreement, including program development, budget preparation, planning, and all other aspects necessary to make effective the purposes and objectives of this Agreement.

Conduct and collaborate on specific programs to further the goals and objectives of this Agreement and improve resource conditions, and in doing so: identify and achieve managerial efficiencies; identify and cooperatively address data gaps on fisheries, land, water and other natural resources and systems; involve where appropriate other parties to achieve critical resource management; and accomplish Tribal and agency program priorities and address comprehensive program issues.

Meet as necessary and at least annually to identify specific resource management, planning, scientific, economic, and other appropriate joint management opportunities.

Enter into separate agreements ("Task Orders") with respect to specific resource management projects, identifying the project goals, contributions of both parties, tasks to be performed, completion dates, and related matters as appropriate to the project; comply with the terms of the Task Orders developed in accordance with this Agreement; enter into initial task orders simultaneous with the signing of this Agreement; and identify, prepare, and carry out future task orders as the parties and circumstances determine.

Cooperatively seek additional partnerships, and where appropriate funds, and authorities to achieve shared Tribal and DOI management goals and work to identify additional resources, agencies, and authorities that can facilitate the goals of the parties set forth in this Agreement.

IV. TERM OF THE AGREEMENT:

This Agreement shall become effective on the date of signature (a) by the Secretary of the Interior or his authorized representative and (b) by the Tribal Chairman or his designee. This Agreement shall remain in effect until canceled or modified as provided in Section VI.

V. FINANCIAL SUPPORT:

This document does not authorize the transfer of funds or anything of intrinsic monetary value, nor does it confer upon any of the signatories the authority to commit the federal government or the Tribe to the expenditure of funds. Nothing in this Agreement shall be construed to commit a federal official to expend funds not appropriated by Congress. To the extent that the

expenditure or advance of money or the performance of any obligation of the United States under this Agreement is to be funded by appropriation of funds by Congress, the expenditure, advance, or performance shall be contingent upon the appropriation of funds by Congress that are available for this purpose and the apportionment of such funds by the Office of Management and Budget. No breach of this Agreement shall result and no liability shall accrue to the United States in the event that funds are not appropriated or apportioned.

It is anticipated by the signatories that, at a future date, the transfer of funds, dedication of equipment, delegation or assignment of personnel, and other tangible commitment of fiscal, labor and non-labor resources will be necessary to implement the intent of this Agreement. Such commitments and transfers shall be specifically developed and described through individual task orders or other appropriate instruments implementing this Agreement, and transfers shall be accomplished by separate procurement, financial assistance, or other appropriate instruments, which will be approved and issued by appropriate officials of the Tribe and DOI and be subject to the standard terms and conditions for such instruments.

VI. MODIFICATION AND TERMINATION:

This Agreement may be modified, amended, or supplemented by mutual consent of the parties. Either party may propose modification by notifying the other in writing. Termination may be requested by either party through notification of the other signatory. The notified party shall respond within 30 days. The parties agree to seek a mutually acceptable schedule to negotiate any modifications in the Agreement. In the event that this Agreement is terminated by either or both of the parties, the parties shall have a continuing obligation to comply with the terms of task orders or other instruments covering existing or ongoing specific collaborative projects.

VII. GENERAL PROVISIONS:

Nothing in this Agreement shall modify or abrogate the statutory or other authorities of either party signatory to this Agreement.

Each of the signatories warrants that he or she is authorized to enter into this Agreement on behalf of the party for whom the signatory has executed the Agreement.

VIII. COUNTERPARTS:

This Agreement may be executed in counterpart originals and each copy will have the same force and effect as if signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement:

APPROVALS:

U.S. DEPARTMENT OF THE INTERIOR

By: _____

Assistant Secretary-Policy, Management and Budget Date

YUROK TRIBE

By: Howard McConnell 6-16-06

Tribal Chairman Date

IN WITNESS WHEREOF, the parties have executed this Agreement:

APPROVALS:

U.S. DEPARTMENT OF THE INTERIOR

By: R. Thomas Weimer 6/12/06
Assistant Secretary-Policy, Management and Budget Date

YUROK TRIBE

By: _____
Tribal Chairman Date