

**Mutual Agreement**

**Between the**

**UNITED STATES DEPARTMENT OF AGRICULTURE**

**The**

**(Insert Name of Federally Recognized Tribe)**

**And the**

**(Insert Name of ANCSA Corporation-if applicable)**

**And the**

**\_\_\_\_\_ Tribal Conservation District**

**For their Cooperation in the Implementation of the Common Objectives and Goals of the USDA and the**

**(Insert Name of Federally Recognized Tribe)**

**And the**

**(Insert Name of ANCSA Corporation-if applicable)**

**And the**

**\_\_\_\_\_ Tribal Conservation District**

This Mutual Agreement (Agreement) is between the United States Department of Agriculture (USDA), the **(Insert Name of Federally Recognized Tribe)**, established on \_\_\_\_\_, pursuant to the Indian Reorganization Act of 1934 (IRA); the **(Insert Name of ANCSA Corporation-if applicable)**, pursuant to the Alaska Native Claims Settlement Act of 1971; and the \_\_\_\_\_ Tribal Conservation District (District) formed on \_\_\_\_\_.

Pursuant to the constitution of the **(Insert Name of Federally Recognized Tribe)**, Article \_\_\_\_\_, Section \_\_\_\_, the **(Insert Name of Federally Recognized Tribal Council)**; and Article \_\_\_\_, Section \_\_\_\_ of the **(Insert Name of ANCSA Corporation-if applicable)** bylaws, the **(Insert Name of Federally Recognized Tribal Council)** and the **(Insert Name of ANCSA Corporation-if applicable)** Board of Directors have the power to negotiate with the federal, state and local governments on behalf of the **(Insert Name of Federally Recognized Tribe)** Tribal Members and the **(Insert Name of ANCSA Corporation-if applicable)** shareholders. The authority of the District to enter into this agreement is the **(Insert Name of Federally Recognized Tribe)** and **(Insert Name of ANCSA Corporation-if applicable)** through resolutions of the **(Insert Name of Federally Recognized Tribe)** Resolution Number \_\_\_\_\_ and **(Insert Name of ANCSA Corporation – if applicable)** Resolution Number \_\_\_\_\_.

The USDA enters into this agreement pursuant to Executive Order, 13175, Consultation and Coordination with Indian Tribal Governments, dated November

6, 2000; Memorandum of Understanding between the United States Department of the Interior and the United States Department of Agriculture, and their various agencies, relative to planning and implementing community development and natural resources management and conservation programs on Indian lands, dated December 6, 2006.

### **STATEMENT OF PURPOSE**

The parties have the common objective of assisting people in their efforts to utilize and manage tribal resources in accordance with their capabilities and needs for protection and improvement. Each party is independent, has its respective responsibilities, and yet recognizes the need to coordinate as partners for the successful delivery of all USDA programs.

The USDA and **(insert Name of Federally Recognized Tribe, Name of ANCSA Corporation (if applicable), and \_\_\_\_\_TCD)** and their respective agencies and offices will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

### **IT IS UNDERSTOOD THAT:**

Broad based community development and conservation programs delivered through the cooperation of the USDA and the **(Insert Name of Federally Recognized Tribe)** and **(Insert Name of ANCSA Corporation-if applicable)** and \_\_\_\_\_ TCD are vital to the protection of the natural resources, economic stability and well being of this country.

The parties reaffirm the relationship between the USDA and the **(Insert Name of Federally Recognized Tribe)** and **(Insert Name of ANCSA Corporation-if applicable)** and \_\_\_\_\_TCD. The Secretary of Agriculture intends to continue, within the terms of the various statutes administered by the USDA, to carry out broad programs of assistance encompassing technical, research, educational, and financial assistance to landowners and users. The parties also recognize and encourage a commitment from the **(Insert Name of Federally Recognized Tribe and Name of ANCSA Corporation-if applicable)** and \_\_\_\_\_TCD in aiding the administration, coordination, financing, and delivery of all USDA Programs related to community development and natural resources management and conservation programs.

This agreement is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any party against the United States, its agencies, its officers, or any person.

Nothing in this agreement shall obligate either the USDA or **(Insert Name of Federally Recognized Tribe, Name of ANCSA Corporation (if applicable), and \_\_\_\_\_TCD)** to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the USDA and **(Insert Name of Federally Recognized Tribe, Name of ANCSA Corporation (if applicable), and \_\_\_\_\_TCD)** will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

This agreement supercedes any prior memorandum of understanding or agreement. This agreement takes effect upon the signature of the Secretary of Agriculture and **(Insert Name of Federally Recognized Tribe, Name of ANCSA Corporation (if applicable), and \_\_\_\_\_TCD)** and shall remain in effect for **[insert a time period of no more than five years]** from the date of execution. This agreement may be extended or amended upon written request of either the USDA or **(Insert Name of Federally Recognized Tribe, Name of ANCSA Corporation (if applicable), and \_\_\_\_\_TCD)** and the subsequent written concurrence of the other(s). Either the USDA or **(Insert Name of Federally Recognized Tribe)** or **(Name of ANCSA Corporation-if applicable)** or the \_\_\_\_\_TCD may terminate this agreement with a 60-day written notice to the other(s).

The parties will encourage other community development and natural resources related agencies to develop similar agreements.

**UNITED STATES DEPARTMENT OF AGRICULTURE**

By: \_\_\_\_\_  
Secretary of Agriculture

Date: \_\_\_\_\_

**(NAME OF FEDERALLY RECOGNIZED TRIBE)**

By: \_\_\_\_\_  
Tribal President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tribal Secretary

Date: \_\_\_\_\_

**(NAME OF ANCSA CORPORATION- IF APPLICABLE)**

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

\_\_\_\_\_ **TRIBAL CONSERVATION DISTRICT**

By: \_\_\_\_\_

Date: \_\_\_\_\_