

**MEMORANDUM OF AGREEMENT BETWEEN  
THE WHITE EARTH BAND OF THE MINNESOTA CHIPPEWA TRIBE  
AND  
THE U. S. FISH AND WILDLIFE SERVICE  
FOR THE TAMARAC NATIONAL WILDLIFE REFUGE**

**Article 1- Purpose**

The area currently known as the Tamarac National Wildlife Refuge (Refuge) was established by Executive Order 7902 on May 31, 1938. The purpose of this Memorandum of Agreement (MOA) is to clarify specific aspects of the government-to-government relationship between the White Earth Band of the Minnesota Chippewa Tribe (Band) and the Department of the Interior (Department) by and through the U.S. Fish and Wildlife Service (USFWS) (hereafter collectively referred to as the Parties) as it relates to the land, water, and natural resources in the Refuge within the National Wildlife Refuge System (System).

The Refuge consists of approximately 42,534 acres lying in Becker County, Minnesota. Approximately 49.9% (21,228.43 acres) of the Refuge is located within the White Earth Reservation (Reservation), established by the Treaty with the Chippewa of the Mississippi, 16 Stat. 719 (March 19, 1867) (hereinafter “1867 Treaty”), and 50.1% (21,305.48 acres) of the Refuge is located in the immediately adjoining 1855 Treaty territory. Treaty with the Chippewa, Art. I, 10 Stat. 1165 (Feb. 22, 1855) (hereinafter “1855 Treaty”).

**Article 2- Authorities**

**a) USFWS Authorities Related to the Refuge**

USFWS manages the Refuge under numerous authorities and mandates including, but not limited to, the National Wildlife Refuge System Administration Act of 1966 (Administration Act), as amended by the National Wildlife Refuge System Improvement Act of 1997 (Improvement Act), 16 U.S.C. §§ 668ee et seq. Under the Administration Act, the “mission of the System is to administer a national network of lands and waters for conservation, management, and where appropriate, restoration of the fish, wildlife, and plant resources and their habitats within the United States for the benefit of present and future generations of Americans.” 16 U.S.C. § 668dd(a)(2).

The Refuge includes 2,245 acres of federally designated wilderness lands administered pursuant to the Wilderness Act, Pub. L. 88-577, 78 Stat. 890 (codified at 16 U.S.C. § 1131 et seq.). Under the Wilderness Act, wilderness areas are to “be administered for the use and enjoyment of the American people in such manner as will leave them unimpaired for future use and enjoyment as wilderness, and so as to provide for the protection of

these areas, the preservation of their wilderness character, and for the gathering and dissemination of information regarding their use and enjoyment as wilderness[.]” 16 U.S.C. § 1131(a).

In accomplishing the mandates of the Administration and Improvement Acts and the Wilderness Act, E.O. 13175 (Nov. 6, 2000) instructs, to the extent permitted by law, that the USFWS prioritize “regular and meaningful consultation and collaboration with tribal officials in the development of Federal policies that have tribal implications, to strengthen the United States government-to-government relationships with Indian tribes, and to reduce the imposition of unfunded mandates upon Indian tribes . . .” E.O. 13175 (Nov. 6, 2000).

Additionally, Joint Secretarial Order 3403 on Fulfilling the Trust Responsibility to Indian Tribes in the Stewardship of Federal Lands and Waters (Nov. 15, 2021) further provides:

- the Departments must “manag[e] Federal lands and waters in a manner that seeks to protect the treaty, religious, subsistence, and cultural interests of federally recognized Indian Tribes” . . . and affirms “that such management is consistent with the nation-to-nation relationship” . . . and “fulfills the United States’ unique trust obligation to federally recognized Indian Tribes and their citizens.”, S.O. 3403 at Section 1; and
- the Department and USFWS, as consistent with applicable law, shall “[m]ake agreements with Indian Tribes to collaborate in the co-stewardship of Federal lands and waters under the Departments’ jurisdiction, including for wildlife and its habitat;” consistent with applicable law, S.O. 3403 at Section 1; and
- Departments shall “endeavor to engage in co-stewardship” of lands, waters, wildlife and habitat “located within or adjacent to a federally recognized Indian Tribe’s reservation”, S.O. 3403 at Section 5; and
- “[w]here co-stewardship is not permitted by law, the Departments will give consideration and deference to Tribal proposals, recommendations, and knowledge that affect management decision on such lands wherever possible.” S.O. 3403 at Section 5, 5.a.

The Department is further committed to protecting the interests and legal rights of Tribes as provided for in several additional and applicable Executive, Secretarial and Director’s Orders including but not limited to Executive Order 13007 on Indian Sacred Sites (May 24, 1996), Secretarial Order 3206 on American Indian Tribal Rights, Federal-Tribal Trust Responsibilities, and the Endangered Species Act (June 5, 1997), Secretarial Order 3342 on Identifying Opportunities for Cooperative and Collaborative Partnerships with Federally Recognized Indian Tribes in the Management of Federal Lands and Resources (Oct. 21, 2016). USFWS Director’s Order No. 227 (Sept. 8, 2022) reinforces these Secretarial Orders and supplements USFWS policy at 510 FW 1.

### **b) Band's Authorities Related to the Refuge**

Pursuant to the 1867 Treaty, the Band retains hunting, fishing, and gathering, and water property rights, and associated regulatory authority over Band members, on the portion of the Refuge within the Reservation. The USFWS further recognizes that the Band holds ricing and trapping rights throughout the entirety of the Refuge, and associated regulatory authority over Band members, pursuant to the agreement between the Bureau of Indian Affairs and the Bureau of Biological Survey entered on June 4, 1935. (hereinafter "Collier Agreement") (included as Appendix A).<sup>1</sup> Lastly, Band members have hunted, fished, and gathered since time immemorial on the lands and waters immediately adjacent to the Reservation and within the 1855 Treaty territory, a portion of which is now within the Refuge boundaries. The Band continues to assert reserved hunting, fishing, gathering, and water property rights, and associated regulatory authority, within the 1855 Treaty territory, including the portion now within Refuge boundaries.<sup>2</sup> The Band manages Band member hunting, fishing, and gathering, treaty resources, and scientific activities within the Refuge under the White Earth Conservation Code (Res. No. 057-09-005).

The Band is authorized to undertake the activities discussed in Articles 3 and 4 herein within the entirety of the Refuge. The Band is authorized to undertake the activities discussed in Articles 3 and 4 herein on the portion of the Refuge that lies within the exterior boundary of the Band's Reservation pursuant to its federal treaty rights, reserved rights, and retained inherent sovereign authority. The Band is authorized to undertake the activities discussed in Articles 3 and 4 herein on the portion of the Refuge that lies adjacent to its Reservation as provided by the Collier Agreement and pursuant to this agreement, as consistent with applicable federal law, including the laws and executive and secretarial orders included herein.

### **Article 3- Mutual Responsibilities Related to the Refuge**

The Parties mutually agree to:

- a. **Planning.** Co-lead any required planning activities for the Refuge, including drafting, amending, combining, extending, or taking other actions with respect to the list of applicable Refuge plans identified in Appendix B.
- b. **Plan Implementation.** Meet quarterly to discuss plan implementation and make any adjustments, as necessary, to mutually support: 1) the goals of the Refuge and objectives in the Comprehensive Conservation Plan and related plans listed in Appendix B; and 2) the protection of the Band's hunting, fishing, gathering, and water rights as well as the health and welfare of the Band and Band members.

---

<sup>1</sup> The USFWS is the successor agency to the Bureau of the Biological Survey.

<sup>2</sup> The USFWS takes no position on the Band's asserted hunting, fishing, gathering, and water property rights, and associated regulatory authority outside the boundaries of the Reservation.

- c. **Information Exchange.** Promote free exchange of information, at meaningful times, between the Parties relating to Refuge issues of mutual interest, including but not limited to reports discussed in Articles 4 and 5 herein.
- d. **Future Agreements.** Adopt additional agreements as needed to further clarify respective roles and responsibilities within and/or related to the Refuge. In particular, upon signing of this MOA, Parties agree to immediately begin negotiations for co-stewardship agreements as provided for in Joint Secretarial Order No. 3403, including negotiations regarding any available funding for expanded Band cultural and conservation roles within the Refuge. Additionally, upon signing of this MOA, Parties agree to immediately begin a discussion with necessary parties regarding Band member hunting and fishing within the off-Reservation portion of the Refuge, and Band regulatory authority over the same, and to discuss further the compatibility of maple syrup and commercial bough harvest with the Comprehensive Conservation Plan and other relevant Refuge planning documents listed in Appendix B.

#### **Article 4- Band Responsibilities Related to the Refuge**

- a. **Annual and Real-Time Reports.** WEDNR Director shall provide annual reports to the Refuge Manager covering scientific and regulatory permitting activities within the Refuge. Annual reports to be received by March 1<sup>st</sup> following the year to be reported on. WEDNR Director shall further provide real-time reports to the Refuge Manager regarding permitting activities.

- i. **Annual report content.** Annual reports shall include the number and type of permits issued for ricing, leeching and turtling, minnowing, trapping, gathering plants, wood cutting, and ceremonies; personnel updates; enforcement actions; habitat management actions; and planning efforts.

- ii. **Real-time report content.** Real-time reports shall include electronic notification from WEDNR Director, or delegated representative, to the Refuge Manager within 24 hours of permits issued for ricing, leeching and turtling, minnowing, trapping, gathering plants, wood cutting and ceremonies within the Refuge. Notification will include relevant location information and permittee contact information sufficient to allow USFWS to facilitate access, address safety concerns and monitor resource management and compliance as outlined in this agreement and the joint conservation enforcement agreement included as Appendix C.

- b. **White Earth Conservation Code.** The Band will update its conservation code to include permit standards and permitting issuance and enforcement protocols necessary to comply with federal law, protect treaty rights, ensure tribal member health and welfare, and minimize instances in which USFWS needs to issue

federal special use permits for Band members pertaining to ricing, trapping, minnowing, leeching and turtling, wood cutting, plant gathering, and ceremonies. WEDNR Director shared the revised draft conservation code with the Refuge Manager on April 8, 2024. The Band will work to approve its revised conservation code on or before May 31<sup>st</sup>, 2024, and the WEDNR director will share the final revised conservation code with the Refuge Manager prior to implementing the streamlined permitting discussed in this MOA.

- i. **Future amendments to White Earth Conservation Code.** After streamlined permitting provided for by this MOA is in place on the Refuge, WEDNR Director and Refuge Manager will meet and discuss any proposed additional amendments to the Band's conservation code provisions pertaining to the Refuge prior to enactment by the Band to ensure compliance with federal law, regulations, and this MOA.
- c. **Notice of Scientific Activities.** The Parties agree resource assessment and sampling activities carried out by the WEDNR generally do not require a Refuge special use permit, provided the WEDNR Director or a WEDNR resource manager provides electronic or verbal notice to the Refuge manager, at least seventy-two hours in advance of carrying out any resource assessment or sampling activity, except for water sampling and wild rice sampling, which requires at least twenty-four hours' notice.
- d. **Water Levels and Water Control Structures.** The Refuge contains 11 water control structures (*see* Appendix D), which impact water levels on wild rice waterbodies (Appendix E) within the Refuge. By June 1st, each year, and as often as necessary thereafter, during the wild rice harvest season from August 1<sup>st</sup> through November 1st, the WEDNR wild rice manager will visit the Refuge and make observations regarding water levels in wild rice waterbodies impacted by Refuge water control structures. The WEDNR wild rice manager will provide the Refuge Manager with recommended changes or modifications to water levels via Refuge water control structures or obstructions such as beaver dams, which the Band deems necessary to support the Band's wild rice harvest within the Refuge. The Refuge Manager will give due consideration to WEDNR wild rice manager recommendations whenever possible, in accordance with Joint Secretarial Order 3403 Section 3.c. The Band may request that the Refuge Manager provide a written justification if the USFWS does not follow a WEDNR wild rice manager recommendation regarding water levels within the Refuge.

## **Article 5- USFWS Responsibilities Related to the Refuge**

- a. **Annual Report.** The Refuge Manager will provide annual reports to the WEDNR director no later than March 1<sup>st</sup> following the year to be reported on.

- i. **Annual Report Content.** Annual reports shall include personnel updates, permitted activities (number of permits issued and type of uses permitted), research, management actions, planning efforts, annual budget information, and refuge annual performance plan information.
- b. **Permitting.** USFWS will collaborate with WEDNR to harmonize the Band's conservation code with the Refuge's permitting requirements and minimize the instances in which Band members are required to obtain federal special use permits for ricing, trapping, leeching and turtling, minnowing, wood cutting, plant gathering, and ceremonies. The USFWS will recognize permits issued by the Band to Band members within the entirety of the Refuge for ricing, trapping, wood cutting, plant gathering, and ceremonies. Permits issued by the Band to Band members for leeching and turtling and minnowing will be limited to that portion of the Refuge within the exterior boundaries of the White Earth Reservation, consistent with the current practice at the Refuge.
- c. **Water Levels and Water Control Structures.** USFWS will consult with the Band when considering adjustments to water levels and before changing any water levels impacting wild rice waterbodies on the Refuge. To the maximum extent possible, USFWS agrees to give due consideration and implement water levels necessary to support the Band's determinations regarding protection of wild rice and other treaty resources. Upon request, the Refuge Manager will provide a written justification if the USFWS does not follow a WEDNR wild rice manager recommendation regarding water levels within the Refuge.
- d. **Ensuring Band Access.** USFWS will work with WEDNR to ensure Band access within the Refuge with the least possible burden on Band members. USFWS will generate and post appropriate signs at access points indicating that they are being used for permitted Band activities and will include contact information for both the WEDNR and the Refuge. USFWS will include and consider WEDNR input in the creation of access signage.
- e. **Closed Areas:** Notwithstanding any provision in this MOA, areas within the Refuge that are closed to public entry (*see* Appendix F) will remain closed to Band members.

## **Article 6 – Authorized Representatives**

- a. **Authorized Representatives.** The Band designates its White Earth Department of Natural Resources (WEDNR) director, with support from WEDNR water, fisheries, wild rice, wildlife, and forestry managers, as the authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOA. Contact information for the WEDNR is:

White Earth Department of Natural Resources  
102 3<sup>rd</sup> Street NE  
Mahnomen, MN 56557  
Phone: 218-935-2488

- b. **Authorized Representative.** The USFWS designates the Refuge Manager as the authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOA. Contact information for the Refuge Manager is:

Tamarac National Wildlife Refuge  
35704 County Highway 26  
Rochert, MN 56578  
Phone: 218-844-1752

### **Article 7- Statement of No Financial Obligation**

Signature of this MOA does not constitute a financial obligation on the part of the USFWS or the Band. Each party is to use and manage its own funds in carrying out the purposes of this MOA. Transfer of funds or items of value is not authorized under this MOA. Any transfer of fiscal resources requires a separate agreement developed and signed by both Parties.

The Parties agree to implement the provisions of this MOA to the extent personnel are available and budgets allow. The Parties may, of their own volition, coordinate with each other on potential grant and other funding opportunities as they deem appropriate in writing. Nothing in this MOA is intended to supersede any laws, regulations or directives by which the Parties must legally abide.

### **Article 8- Sovereignty Statement and Preservation of Jurisdiction**

Nothing in this MOA shall be construed as a grant or waiver of jurisdiction by either of the Parties. This MOA is not intended to alter the existing authority, rights or claims of any party. Acceptance or signing of this MOA shall not in any respect constitute a determination as to the merits of any allegation or contention whether legal or factual by either party in any proceeding now or in the future. The Parties' agreement to this MOA and their participation do not constitute a waiver of either Party's sovereign immunity.

### **Article 9- Liability Statement**

The Band declares there is no liability on the part of the Band, its agencies, or employees, for damages that may occur as a result of reliance upon or conformance with this MOA.

The participation of each party to this agreement in activities conducted pursuant to this MOA is not intended to place either party or its representatives in a position of incurring

tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of USFWS employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims Act 28 U.S.C. §§ 2671 et seq., the Federal Employees Compensation Act, U.S.C. §§ 8101 et seq., or such other federal legal authority as may be pertinent.

The Parties agree that in the performance of this MOA, employees or agents of each respective party are not to be considered employees of the other party or parties.

#### **Article 10- Limitations of Commitment**

This MOA and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOA shall be expended in accordance with the terms and in the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer between the Parties, a separate agreement must be developed and signed by both Parties.

Notwithstanding any provision in this MOA, this MOA does not purport to delegate any inherently federal functions, management decisions or duties, including, but not limited to, inherently federal functions identified at 7.503 of the Federal Acquisition Regulations, OMB Circular A-76, or decisions committed to federal agency discretion by law.

#### **Article 11- Congressional Restriction**

Under 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of this MOA or to any benefit to arise therefrom.

#### **Article 12- Amendment**

This MOA may be amended at any time by mutual agreement of the Parties. Any amendment will be in writing, signed by the Parties, and become an attachment hereto.

#### **Article 13- Dispute Resolution**

The Parties agree they will endeavor to settle any dispute relating to the MOA in good faith through direct discussions between the Parties with their choice of communication by written correspondence, e-mail, telephone conferences, video calls, or face-to-face meetings at all levels for a mutually agreeable resolution.



For any dispute relating to this MOA that cannot be resolved through good faith direct discussions, the Parties agree to jointly prepare a written summary of the dispute that will be provided to the USFWS Regional Director and the Tribal Chairperson, who will make a good faith effort to meet and resolve the dispute within fifteen (15) working days.

#### **Article 14- Termination**

This MOA may be terminated by either party upon thirty (30) days written notice to other party delivered to the contact(s) identified in Article 6. Notice of termination must contain information regarding reason for termination and give the other party an opportunity to rectify.

#### **Article 15- Effective Date and Duration**

This MOA shall be in effect upon the date of signature by the Parties and shall continue 5 years from the date of final signature. The MOA can be extended beyond the initial term by written agreement of the Parties.

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by an authorized official on the date and year set forth below their signature.

For White Earth Band of the Minnesota Chippewa Tribe per authorized Tribal Council Resolution (057-24-022):



\_\_\_\_\_  
Michael Fairbanks  
Chairman  
White Earth Band of the Minnesota Chippewa Tribe

6-4-24  
Date

For the U. S. Fish and Wildlife Service:



\_\_\_\_\_  
Will Meeks  
Regional Director, Midwest Region  
U.S. Fish and Wildlife Service

6-4-24  
Date

## APPENDIX A

*Collier  
Agreement*

June 4, 1935.

Mr. John Collier, Commissioner,  
Bureau of Indian Affairs,  
Department of the Interior,  
Washington, D. C.

Attention: Mr. Ward Shepard.

Dear Sir:

Subject: Cooperative solution of the conflict between the interests of the Indian Service and the Bureau of Biological Survey in the Egg Lake region of Becker County, Minnesota, with reference to their respective projects.

As agreed at the informal conference in Mr. Shepard's office between Mr. Shepard and Mr. Burns of the Indian Service and Mr. Salyer and Mr. Dieffenbach of the Biological Survey, I am presenting herewith the basis for a cooperative agreement to the interests of both parties in the development of their respective projects which overlap in one instance.

There is attached an outline map of Becker County upon which has been indicated in red the boundaries of the White Earth Indian Reservation. In green are shown the maximum boundaries of the area in which the Biological Survey is interested in developing as a migratory waterfowl sanctuary; the lands colored yellow are the lands in which the State Conservation Department of Minnesota is interested in maintaining as a State forest and which they prescribe to the Indian Service but relinquish to the Biological Survey inasmuch as the Survey has agreed to permit them to extend their reforestation operations onto these lands when they are acquired by the Biological Survey.

*Are these the  
same boundaries  
of the current  
Refuge boundaries?*

On this same map, the lands of J. E. Hamilton, which form the nucleus of our proposed project in the north, are outlined in blue. Mr. Hamilton has indicated that he will relinquish these lands to the Survey only, because the Survey will continue the area as a wildlife refuge, which constitutes Mr. Hamilton's original interest in the property.

The area shaded pink on the same map shows the extent of the area already optioned by the Indian Service and on which the

Biological Survey wishes to secure a release from the Indian Service in order to develop the project to its greatest scientific capacity for migratory waterfowl which development, incidentally, will also be of the greatest benefit to the resident Indians of the vicinity.

From the standpoint of the Biological Survey, the proposed project forms a very definite link in the series of migratory waterfowl refuges being established by the Biological Survey throughout the great flight lane known as the Mississippi Flyway. Tracts suitable for such refuges are not readily found because of the need for adequate food and dependable water supply. No one, we believe, will question the outstanding value of the Egg Lake region from that standpoint.

In order to properly develop the lakes and establish ideal conditions suitable for migratory birds, it is necessary that the Biological Survey control the Egg Lake River Valley. It is planned to construct some small dams stabilizing the water in the many lakes of the area and thus insure better growing conditions, especially for the wild rice. The Indian Service is mainly interested in this same area in view of the excellent rice bed found on Little Rice Lake.

In the aforementioned conference, it was the thought of Mr. Shepard and Mr. Burns that the Indian Service could well afford to release their options in this area to the Biological Survey, in return for the specific privileges to be granted to the Indians of this agency by the Biological Survey and herewith enumerated:

1. That the Indians be given priority in ricing privileges not only in the area where the interests of the two agencies overlap, but also on the much greater area which the Biological Survey is taking over in this region; namely, Flat Lake, Tamarac Lake, Pine Lake, Big Rice Lake, Height of Land Lake, Black Bird Lake, and smaller lakes too numerous to mention.

2. The Biological Survey further agrees to give the resident Indians of the agency priority in the matter of trapping rights in its entire project. The biological Survey reserves the right at all times to preserve a minimum breeding stock of fur-bearing animals on the area. It is suggested that the Biological Survey set up a number of trapping units over these prolific fur-producing waters, and that the Indian Service assign certain Indian families or groups the right to trap specific units.

3. The Biological Survey further agrees to train in rotation a series of young Indian men of high character along the most

modern lines of game management. The Indian Service agrees to pay their salaries, and the Biological Survey will, through its resident biologists on the tract, give them specific practical training along modern game management lines. The philosophy is that these men will be transferred to other Indian projects as soon as they become proficient, and others will take their place.

4. The Biological Survey further agrees to use Indian CCC labor in the development of the project.

5. The Biological Survey further agrees to protect and guarantee to the Indian Service the riceing privileges on the Biological Survey's purchase unit in Aitkin County known as the Rice Lake Migratory Waterfowl Refuge unit. This lake produces annually from 90 to 100 tons of wild rice, and the granting of priority to the Indians for harvesting this will be decidedly to the advantage of this people. At this time, the Biological Survey is engaged in constructing two small dams to stabilize the water levels in this lake, with a view of perpetuating this great rice bed. It is feared that if another year goes by, with the attendant lowering of water levels before the rice matures, this great bed may be permanently and seriously injured.

At present, there exists an arbitrary agreement between the Indian Service and the Minnesota State Conservation Department adopting a boundary line between the two projects separating the eastern halves of the two townships, T142N, Range 39W, and T141N, Range 39W, from the original established civic township governments. The Sugar Bush Township is all but annihilated by the present Indian boundaries. The entrance of the Biological Survey into the picture would permit this area to be closed out entirely. This is most important in view of the fact that the County Boards of both Becker and Mahanoma Counties have made their delinquent tax abatement resolutions dependent upon the Government's buying all of Townships 141N and 142N.

Considered from all angles and the mutual interests of both parties to this agreement, it seems certain that the entrance of the Biological Survey into the picture and the consummation of the Survey migratory waterfowl project here will serve to round out the unfulfilled situations in the whole set-up, and that it is to the mutual advantage of both parties to enter into this agreement.

It is a recognized fact that the harvesting of wild rice by the Indian method does not destroy the annual yield of this plant; and the annual yield of this harvest to the Indians of the Egg Lake region will be greatly enhanced not only because <sup>all</sup> of the water area of the entire refuge unit will become available to

1

the Indians for ricing purposes after it has been acquired by the Biological Survey, but also because the engineering development by the Survey will establish permanent water levels which are most beneficial to the natural production of wild rice. Properly-designed dams will also bring into rice production the present rather dry savanna type of meadow valley of the Egg and Otter Tail Rivers.

In the development of the area to its best condition, there will be a continuous demand for Indian labor, and the area will at the same time serve as a training school for Indian game managers. As stated before, the rich fur harvest of this region will be made available to the Indians.

Enclosure.  
JCS:nbm

/s/ W. C. Henderson  
Acting Chief,  
Bureau of Biological Survey.

/s/ John Collier  
John Collier, Commissioner,  
Bureau of Indian Affairs.

## **APPENDIX B**

1. Comprehensive Conservation Plan (CCP) (2010)
2. Wilderness Management Plan (1982 Plan and 1987 Amendment)
3. Wilderness Character Monitoring Plan (2014 and 2023 Update)
4. Visitor Services Plan (2021 DRAFT)
5. Hunting Plan (aka Migratory Bird, Upland Game & Big Game Hunt Plan) (2019)
6. Law Enforcement Plan (2022)
7. Furbearer Management & Trapping Plan (1990) (trapping limited to Band members by permit)
8. Inventory and Monitoring Plan (IMP) (awaiting final signature)
9. Fire Management Plan (2011)
10. Cultural Resources Management Plan (TBD)
11. Disease Control Plan, if or as needed
12. Habitat Management Plan (2022 and 2023 Tree Harvest Compatibility Determination)
13. Interpretive Thematic Matrix (2022)

## APPENDIX C

### MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES FISH AND WILDLIFE SERVICE TAMARAC NATIONAL WILDLIFE REFUGE AND WHITE EARTH NATION RESERVATION TRIBAL COUNCIL

THIS AGREEMENT made and entered into between the United States Fish and Wildlife Service, National Wildlife Refuge System, Tamarac National Wildlife Refuge, hereinafter referred to as "TNWR" and the White Earth Nation, hereinafter referred to as "WE".

#### A. Purpose

1. TNWR and WE share a common desire for open communication and a good reciprocal working relationship, ensuring effective law enforcement, the safety of tribal and non-tribal members and the use of refuge resources.
2. TNWR and WE, desires to develop and maintain a good reciprocal working relationship between their departments.
3. TNWR and WE desires to work collaboratively between their departments to clarify prosecutorial processes through cooperative fish and game law enforcement.

#### B. Enforcement Authority

1. U.S. Fish and Wildlife Service (FWS) Law Enforcement Officers – Trained at the Federal Law Enforcement Training Center (FLETC) in Georgia have authority to enforce all Federal and State resource and criminal regulations on TNWR. FWS Law Enforcement Officers can also enforce the White Earth Conservation Code involving violations by members of the White Earth Nation if the White Earth Conservation Code is incorporated into Refuge Regulations by publication in the Federal Register.
2. White Earth Conservation Law Enforcement Officers – Trained at the Bureau of Indian Affairs Indian Police Academy (IPA) at the Federal Law Enforcement Training Center (FLETC) in Artesia, New Mexico or at the Minnesota Bureau of Criminal Apprehension Training Center or any approved State certified academy that includes SKILLS testing; have the authority to enforce Reservation regulations involving White Earth Tribal members.

Page 1 of 4



### C. Cooperative Enforcement Procedures

1. FWS Law Enforcement Officers who contact any White Earth tribal member on the White Earth Indian Reservation, found in violation of White Earth Tribal regulations or the National Wildlife Refuge System Administration Act, that is a violation of White Earth Tribal regulations, will obtain and document all information pertinent to the violation, including violator, suspect, and witness information. This information will be forwarded to a WE Conservation Law Enforcement Officer for prosecution. The WE Conservation Law Enforcement Officer will keep the initiating FWS Officer updated as to the status of all referred cases upon request. WE Conservation Law Enforcement must notify the initiating FWS Officer of the resolution of the case within 30 days.
2. FWS Law Enforcement Officers who contact any White Earth tribal member found in violation of the White Earth Conservation Code related to hunting, fishing, and gathering on Tamarac NWR outside the exterior boundaries of the White Earth Reservation will obtain and document all information pertinent to the violation, including violator, suspect, and witness information. This information will be forwarded to a WE Conservation Law Enforcement Officer for prosecution. WE Conservation Law Enforcement Officers will keep the initiating FWS Officer updated as to the status of all referred cases upon request. WE Conservation Law Enforcement Officers must notify the initiating FWS Officers of the resolution of the case within 30 days.
3. WE Conservation Law Enforcement Officers, who contact a non-tribal member suspected of violating the National Wildlife Refuge System Administration Act within the exterior boundaries of the White Earth Reservation on Tamarac NWR, will obtain and document all information pertinent to the violation, including violator, suspect, and witness information. This information will be forwarded to a FWS Law Enforcement Officer for prosecution in Federal Court. FWS Officers will keep the initiating WE Conservation Law Enforcement Officer updated as to the status of all referred cases upon request. FWS Officers must notify the initiating White Earth Conservation Law Enforcement Officer of the resolution of the case within 30 days.
4. Any White Earth tribal member found guilty of a Tamarac NWR special use permit or White Earth Conservation Code violation for leeching, trapping, or ricing on Tamarac NWR shall have his or her refuge leeching, trapping, and/or ricing privileges suspended for a minimum of 3 years not to exceed 5 years. In addition, FWS Officers will obtain and document all information pertinent to the violation, including violator, suspect, and witness information. This information will be forwarded to a WE Conservation Law Enforcement Officer for prosecution. The WE Conservation Law Enforcement Officer will keep the initiating FWS Officer updated as to the status of all referred cases

upon request. WE Conservation Law Enforcement Officer must notify the initiating FWS Officer of the resolution of the case within 30 days.


5. WE Conservation Law Enforcement Officers and FWS Officers will share information to assist investigative cases. FWS Law Enforcement Officers will provide WE Conservation Law Enforcement Officers with a report of the incident being forwarded. This report will include but is not limited to: date and time of incident, name of subjects involved, dates of birth, state, federal, or tribal identification numbers, and violation(s) committed. Any officer involved in a prosecutable case will be reasonably available to testify in court, when necessary. Officers will be notified a minimum of four weeks in advance of their court appearance and testimony.
6. The prosecuting agency will keep the initiating agency updated as to the status of all referred cases upon request and notify the initiating agency of the resolution of a case within 30 days.
7. WE Conservation Law Enforcement Officers and FWS Officers will share regulatory information, to assist in the investigation of cases. FWS Law Enforcement Officers shall provide WE Conservation Law Enforcement Officers with a current copy of the Code of Federal Regulations, Title 50, Wildlife and Fisheries, Parts 18-199. WE Conservation Law Enforcement shall provide FWS Law Enforcement Officers with a current copy of the White Earth Reservation Tribal Conservation Code and applicable regulations.
8. Federal violations, such as, but not limited to: the Migratory Bird Treaty Act, Eagle Protection Act, or Lacey Act will be forwarded to the FWS Resident Agent in Charge, Office of Law Enforcement for recommendation regarding proceeding through Federal or Tribal Court.
9. This agreement does not reduce or affect the authorities of the U.S. Fish and Wildlife Service, other agencies or the White Earth Nation on Tamarac National Wildlife Refuge lands within or outside the boundaries of the White Earth Indian Reservation.

#### D. Administration

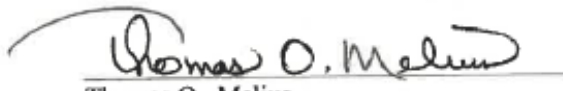
1. This agreement replaces the signed mutual aid agreement between the White Earth Indian Reservation and the United States Fish and Wildlife Service signed in 1981.
2. Either party may terminate this agreement with 60 days written notice. This agreement will remain in effect until either party notifies the other, in writing, that it desires a revision or withdrawal.

3. This agreement shall be effective upon the latest date of signature below.

PARTIES TO THE MEMORANDUM OF UNDERSTANDING:

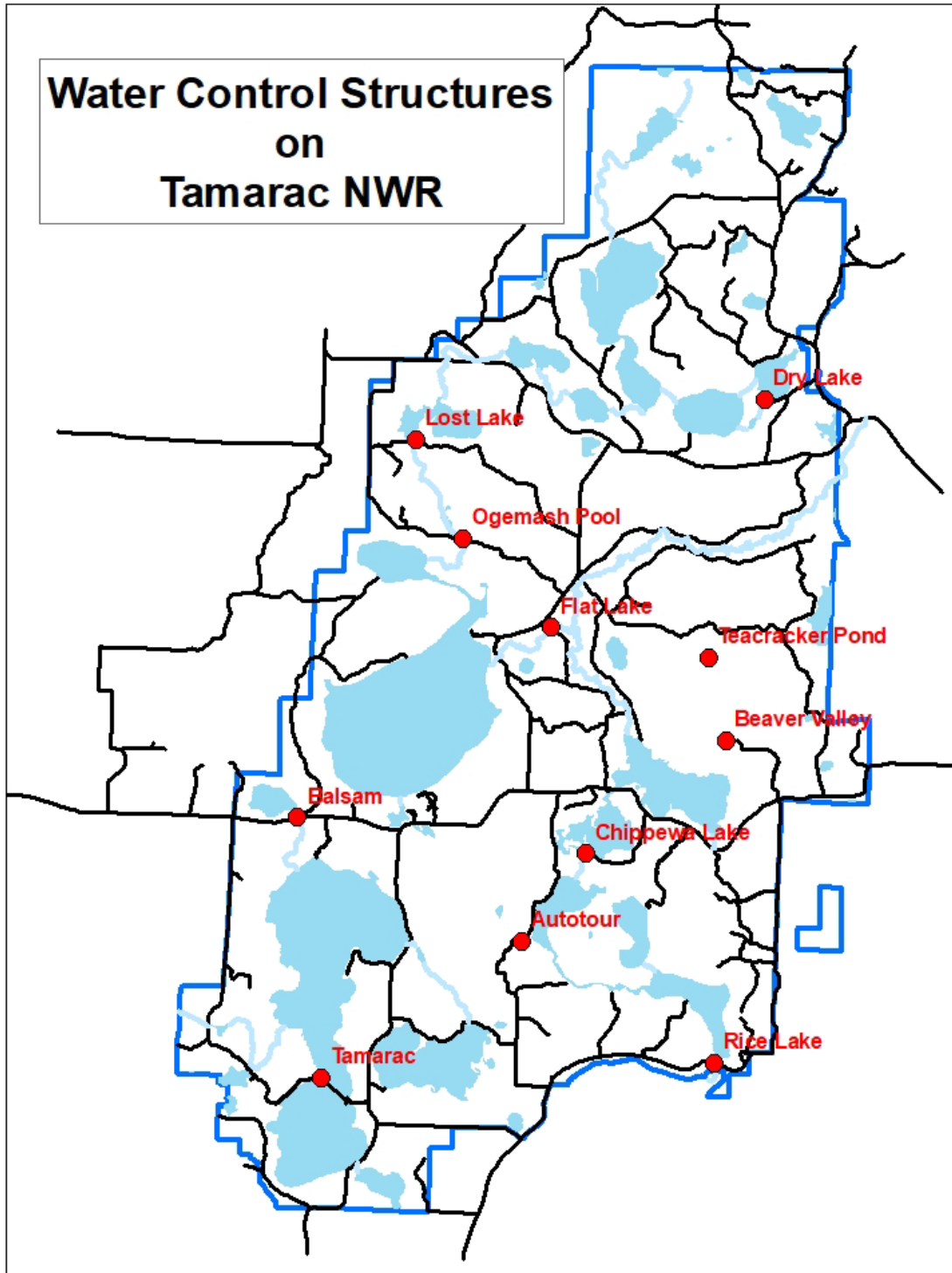
  
Erma Vizenor  
Tribal Chairwoman  
White Earth Nation

October 20, 2014  
Date

  
Thomas O. Melius  
Regional Director, Midwest Region  
U.S. Fish and Wildlife Service

Oct. 20, 2014  
Date

APPENDIX D

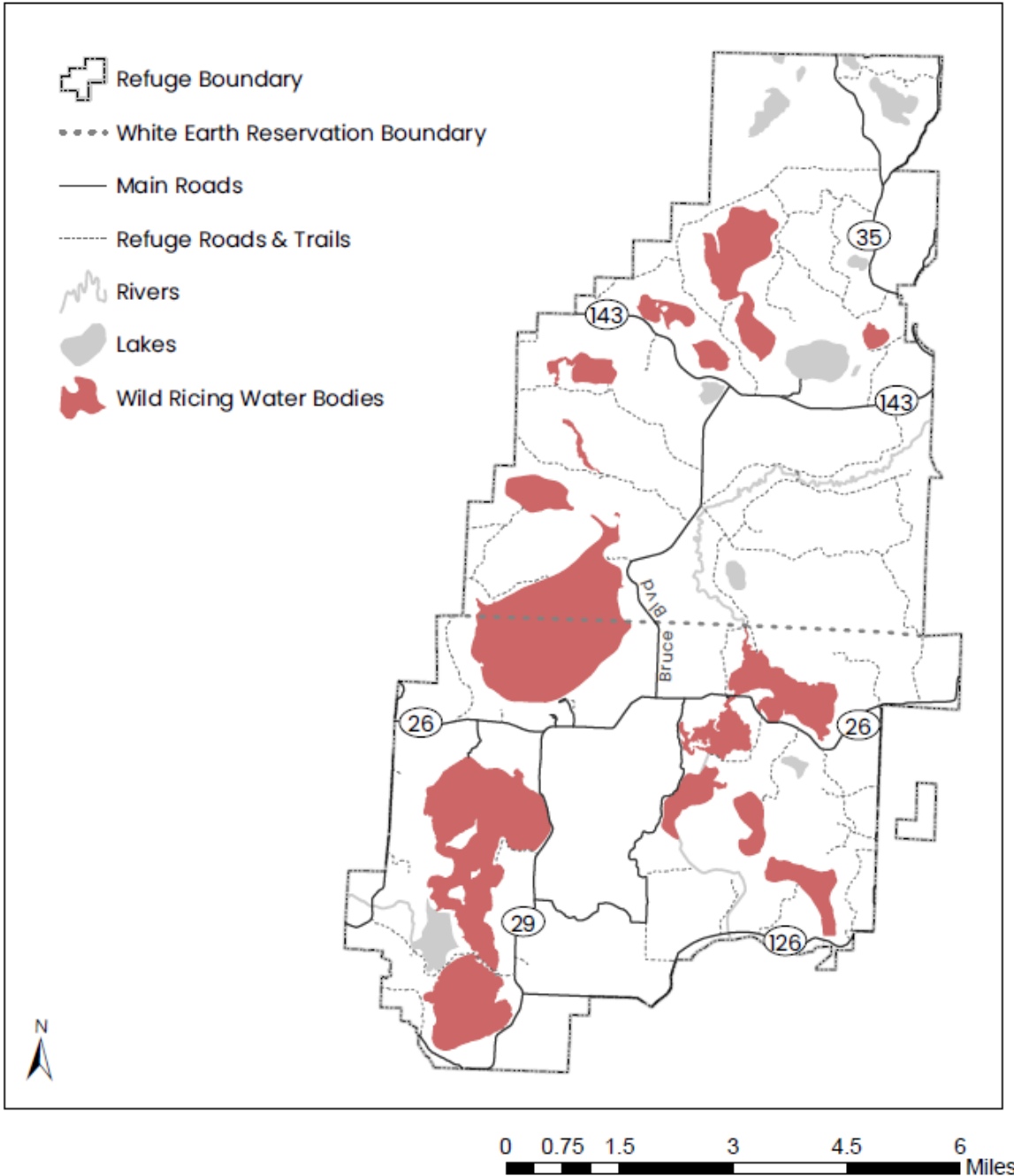


APPENDIX E



# Tamarac

National Wildlife Refuge  
Wild Ricing Water Bodies



APPENDIX F



# Tamarac

National Wildlife Refuge  
CLOSED AREA

