



NORMAN J. COOEYATE
Governor

DANCY SIMPLICIO
Lt. Governor

SHELLY C. CHIMONI
Head Councilwoman

DIXIE J. TSABETSAYE
Councilman

PUEBLO OF ZUNI

P.O. Box 339
1203-B State Highway 53
Zuni, New Mexico 87327-0339
505-782-7000 (phone)
505-782-7202 (fax)

www.ashiwi.org

CARLETON P. ALBERT, SR.
Councilman

ARDEN KUCATE
Councilman

WINONA S. PEYNETSA
Councilwoman

CHARLOTTE T. BRADLEY
Councilwoman

January 06, 2008

Sundance Consulting, Inc.
ATTN: Ms. September Brod, President
894 North Marilyn Drive
Pocatello, ID 83204

Dear Ms. Brod:

In response to your communications with Mr. Stephen Beran, Zuni Environmental Protection Program (ZEPP) Manager, attached is a signed Memorandum of Agreement (MOA) between the Department of Defense (DOD) and Pueblo of Zuni providing for DOD support which will enable the Pueblo of Zuni to develop a Strategic Project Implementation Plan for remediation of DOD environmental impacts.

This project together with DOD and Corps of Engineers support will provide an excellent opportunity to address unresolved environmental issues which we have identified at Pueblo of Zuni. Pueblo of Zuni appreciates the DOD support for this worthwhile project and your assistance in the preparation for it. We look forward to working with you.

If you have any questions or require additional assistance, please do not hesitate to call Mr. Stephen Beran, ZEPP Manager at 505-782-2484.

Sincerely,

A handwritten signature in black ink, appearing to read "Norman J. Coeeyate".

Norman J. Coeeyate, Governor

Attachment
Memorandum of Agreement (MOA)

CF:
Mr. Stephen Beran, ZEPP

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF DEFENSE
AND THE
PUEBLO OF ZUNI**

**SECTION I
PURPOSE**

This Memorandum of Agreement is entered into between the Department of Defense and the Pueblo of Zuni. It is the intent of the parties to this Agreement, that this document, in conjunction with approved cooperative agreement applications (which will include periodic work plans) and the award of funds there under, will be the vehicle by which the Pueblo of Zuni will receive financial assistance and technical support from the Department of Defense. This support will enable the Pueblo of Zuni to develop a comprehensive plan (Strategic Project Implementation Plan) to establish the extent of environmental impacts from former Department of Defense activities on the lands of the Pueblo of Zuni. In addition, this support will enable the Pueblo of Zuni to participate directly or in assistance to the United States Army Corps of Engineers and its contractor(s) in the potential remediation of the Department of Defense environmental impacts.

**SECTION II
STATEMENT OF PRINCIPLES**

- A. In its dealings with the Tribe, the Department of Defense shall respect the Pueblo of Zuni's sovereign authority over its members and lands.
- B. The Department of Defense shall work with the Pueblo of Zuni on a government-to-government basis to achieve the purposes of this Agreement, and shall consult, to the greatest extent practicable, with the Pueblo of Zuni Tribal leaders regarding any Department of Defense activities that may affect Tribes rights, resources, customs and traditions.
- C. The Department of Defense acknowledges the federal trust responsibility arising from statutes, Executive Orders, and the historical relationship between the United States and the Pueblo of Zuni, and shall be guided by a respect for this trust responsibility in all its dealings with the Pueblo of Zuni.
- D. Consistent with the protection of human health and the environment, the Department of Defense supports the principle of tribal self-government and is committed to assisting the Pueblo of Zuni in its efforts to develop the capacity to manage and conduct, either directly or through contracting or other mechanisms, its own environmental programs.

SECTION III AWARD AND PAYMENT OF FUNDS

- A. This Agreement is neither a fiscal nor a funds obligation document. Nothing in this Agreement shall be interpreted to require any obligation or payment of funds in violation of the Anti-deficiency Act (31 U.S.C. 1341). Any activity, action, endeavor or undertaking, involving reimbursement or contribution of funds by Department of Defense to the Pueblo of Zuni will be handled in accordance with and subject to applicable federal laws, regulations and procedures. The Pueblo of Zuni will submit yearly cooperative agreement applications for approval of work plans and award of related costs. The United States Army Corps of Engineers, as the executing agent for the Department of Defense under this Agreement, will work with the Pueblo of Zuni to develop and negotiate the proposed cooperative agreement applications and work plans, and will oversee the Pueblo of Zuni's activities under this Agreement. The United States Army Corps of Engineers will accept the applications, review them, and approve the work plans and award of funds.
- B. Nothing in this Agreement shall obligate the Department of Defense to approve any cooperative agreement application and work plan or to award any funds hereunder. Nor, is there anything in this Agreement that restricts Department of Defense from participating in similar activities or arrangements with other tribes.
- C. (1) Payment of funds to the Pueblo of Zuni will be accomplished, using Federal procedures for cooperative agreements. Eligible activities are limited to those described in approved cooperative agreement applications and yearly work plans. Administration of the cooperative agreement applications and awards will be in accordance with this Agreement and 32 CFR Part 33 (Department of Defense, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), OMB Circular A-87 (Cost Principles for State, Local, and Indian Governments), OMB Circular A-102, (Grants and Cooperative Agreements with State and Local Governments and Non-Profit Organizations), and OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Where there is a difference between the provisions of 32 CFR Part 33 and OMB Circulars A-87, A-102 and A-133, then, 32 CFR Part 33 shall control and reference herein to such Circulars shall be deemed to mean as implemented by 32 CFR Part 33.
- (2) After a cooperative agreement is approved and funds are awarded, the Pueblo of Zuni may, in accordance with OMB Circular A-110, submit a request to the Department of Defense for reimbursement on a quarterly basis. The Department of Defense will process the request and transfer funds in accordance with OMB Circular A-110. Within thirty (30) days after the end of each quarter, the Pueblo of Zuni shall submit to Department of Defense a status report, including cost summaries, which directly relate allowable costs actually incurred by the Pueblo Zuni Tribe under this Agreement during the quarter for services. Allowable costs shall be determined in accordance with this Agreement and OMB Circular A-122.

The Department of Defense shall reconcile continuing awards and close out completed awards in accordance with OMB Circular A-110. Auditing of the Pueblo of Zuni's program shall be accomplished in accordance with OMB Circular A-133.

(3) Cooperative agreements will be awarded on a term of one (1) to two (2) years, based on annual estimate of requirements.

SECTION IV PROGRAM MANAGERS

The Department of Defense and the Pueblo of Zuni shall each designate a program manager as the single point of contact for coordinating all activities under this Agreement. Until otherwise changed by written notice to the other party, the following are designated as the Initial program managers:

For the Department of Defense:

Carol Wies-Brewer
NALEMP Project Manager
United States Army Corps of Engineers, Albuquerque District
1401 Jefferson Plaza, NE
Albuquerque, New Mexico 87109

For the Pueblo of Zuni:

Norman Coeeyate
Governor
Pueblo of Zuni
P.O. Box 339
Zuni, New Mexico 87327

SECTION V DISPUTE RESOLUTION

A. The Project Managers shall be the primary points of contact to coordinate all activities under this Agreement, including the resolution of disputes. It is the intention of the parties that all disputes shall be resolved at the lowest possible level of authority as expeditiously as possible within the following framework. All time frames for resolving disputes below may be lengthened by mutual consent.

(1) Should the Project Managers be unable to agree, the matter shall be referred in writing as soon as practicable, but in no event to exceed thirty (30) working days after the failure to agree, to the Commander, United States Army Corps of Engineers, Albuquerque District and the Pueblo of Zuni, Lt. Governor, or their mutually agreed upon representatives designated in writing.

(2) Should the Commander, Albuquerque District and the Lt. Governor, Pueblo of Zuni, or their mutually agreed upon representatives designated in writing be unable to agree within thirty (30) working days, the matter shall be elevated to the Chief, Environmental Division, Directorate of Military programs, Headquarters, United States Army Corps of Engineers and the Governor, Pueblo of Zuni, or their mutually agreed upon representatives designated in writing.

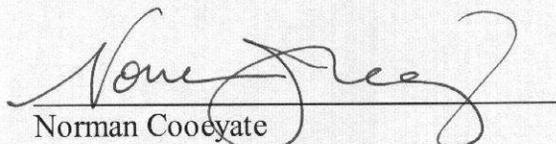
B. It is the intention of the parties that all disputes shall be resolved in this manner. Alternative dispute resolution methods may be used. In the event that the Chief, Environmental Division, Directorate of Military programs, Headquarters, United States Army Corps of Engineers and the Governor, Pueblo of Zuni are unable to resolve a dispute, the Department of Defense and the Pueblo of Zuni retain any rights they may otherwise have to seek resolution of this issue under applicable law.

SECTION VI AMENDMENT

This Agreement may be modified, or amended, only upon written consent of the Department of Defense and the Pueblo of Zuni.

SECTION VII TERMINATION

This Agreement may be terminated by either party at the expiration of any cooperative agreement award entered into pursuant to the Agreement if the party seeking termination has notified the other party in writing at least ninety (90) days prior to the expiration of the cooperative agreement award.



Norman Coodyate
Pueblo of Zuni

Alex Beehler
Assistant Deputy Under Secretary of
Defense (Installations & Environment)

Date: January 6, 2009

Date: _____