

**MEMORANDUM OF UNDERSTANDING REGARDING CONSERVATION
BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT
AND
THE SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN**

Introduction

State and tribal departments and agencies engaged in natural resource and environmental management increasingly face issues that transcend jurisdictional boundaries and involve multiple stakeholders, both public and private. In order to reduce conflict and coordinate conservation efforts, many states and tribes have adopted a cooperative approach to resolving resource issues through collaborative engagement.

The State of Michigan and the Saginaw Chippewa Indian Tribe of Michigan (collectively, the “Parties”) have a mutual interest in conserving natural resources within the Isabella Reservation, and in limiting cross-cultural conflicts regarding hunting, fishing, and other uses of natural resources within the Reservation. The Parties further believe that they can mutually benefit from enhanced cross-jurisdictional communication and by sharing best practices. This MOU seeks to address future cross-jurisdictional issues and challenges in natural resource and environmental management while preserving the jurisdictional authority and autonomy of each Party.

Additional communication is particularly important to the Parties in light of the consent agreement and proposed court order in *Saginaw Chippewa Tribe of Michigan v. Granholm, et al.*, E.D. Mich, Case No. 05-10296-BC (the “Court Order”), recognizing the six-township boundary of the Isabella Reservation, and further recognizing that the Isabella Reservation is Indian country, as that term is defined by 18 U.S.C. § 1151 and other applicable federal law.

Though entry of the Court Order does not affect the State’s jurisdiction over non-members within the Isabella Reservation, recognition of the Isabella Reservation reaffirms the Tribe’s jurisdiction over its members within the Reservation. This MOU is not intended to abrogate, alter, or reallocate the jurisdiction of either Party or of the United States under existing tribal, state, or federal law. To the extent that this MOU addresses hunting, fishing or other usufructuary rights, it only concerns the rights of the Tribe and its members acting within the six-township boundary of the Isabella Reservation. It does not address off-reservation usufructuary rights of the Tribe or its members, or the rights of non-members within the Isabella Reservation.


Agreements

The Parties agree:

1. To initiate, within 90 days after the entry of both a stipulated order and judgment in this case, good-faith negotiations to identify mutually agreeable resolution of the State’s concerns regarding:


- A. Tribal regulation of hunting, fishing, and gathering activities by tribal members on the Isabella Reservation; and
 - B. Regulation of other activities on the Isabella Reservation by the Tribe or its members that may have significant environmental or natural-resource impacts including the drilling and operation of oil and gas wells.
2. To manage and fund their own activities, personnel, and other resources, while pursuing the goals of this MOU;
 3. That nothing in this MOU authorizes either Party to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property between the parties require execution of separate agreements that must be independently authorized by the Parties;
 4. That this MOU does not alter, limit, or expand the jurisdictional authority of either Party;
 5. That this MOU is not intended to and does not create any right, benefit, or liability, substantive or procedural, enforceable at law or equity, against either Party; and
 6. That this MOU takes effect on the date that: 1) the MOU is fully executed; and 2) the Court Order is entered by the United States District Court for the Eastern District of Michigan, provided that the Court enters the Court Order as it was approved by the State and Tribe. Changes to the form of the Court Order (e.g., pagination, fonts, margins, etc.) do not affect the effective date of this MOU, but this MOU is not effective and does not bind the parties if the language of the Court Order is not identical to the language approved by the State and Tribe. The MOU will expire five years from its effective date, but may be extended or amended by written agreement of the Parties.

**SAGINAW CHIPPEWA INDIAN
TRIBE OF MICHIGAN**


Dennis Kequom, Sr., Tribal Chief

11-9-10
Date signed

STATE OF MICHIGAN


Rebecca A. Humphries, Director of the
Department of Natural Resources and
Environment

11/18/10
Date signed

The United States District Court for the Eastern District of Michigan entered the Order for Judgment in Case No. 05-10296 on _____, 2010.