

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement"), made this 14th day of August, 2002, by and between The Southern Ute, The Ute Mountain Ute, The Jicarilla Apache, The Kiowa Nation, The Comanche Nation of Oklahoma, The Southern Cheyenne Tribe of Oklahoma, The Southern Arapaho Tribe of Oklahoma, The Pawnee Nation of Oklahoma, The Eastern Shoshone, The Northern Arapaho, The Northern Cheyenne, The Oglala Sioux, and The Rosebud Sioux (the "Tribes"), the Medicine Wheel Coalition for Sacred Sites, and the United Tribes of Colorado (collectively, the "Representatives") and the City of Boulder (the "City"),

WITNESSETH:

WHEREAS, American Indians had an historic presence on Open Space and Mountain Parks lands; and

WHEREAS, the City is trustee of the Open Space and Mountain Parks land; and

WHEREAS, Section 176 of the City Charter limits the use of Open Space and Mountain Parks land as follows:

Sec. 176. Open space purposes—Open space land.

Open space land shall be acquired, maintained, preserved, retained, and used only for the following purposes:

(a) Preservation or restoration of natural areas characterized by or including terrain, geologic formations, flora, or fauna that are unusual, spectacular, historically important, scientifically valuable, or unique, or that represent outstanding or rare examples of native species;

(b) Preservation of water resources in their natural or traditional state, scenic areas or vistas, wildlife habitats, or fragile ecosystems;

(c) Preservation of land for passive recreational use, such as hiking, photography or nature studies, and, if specifically designated, bicycling, horseback riding, or fishing;

(d) Preservation of agricultural uses and land suitable for agricultural production;

(e) Utilization of land for shaping the development of the city, limiting urban sprawl, and disciplining growth;

(f) Utilization of non-urban land for spatial definition of urban areas;

(g) Utilization of land to prevent encroachment on floodplains; and

(h) Preservation of land for its aesthetic or passive recreational value and its contribution to the quality of life of the community.

Open space land may not be improved after acquisition unless such improvements are necessary to protect or maintain the land or to provide for passive recreational, open agricultural, or wildlife habitat use of the land.

WHEREAS, the City is committed to the preservation of the Open Space and Mountain Parks land and the cultural resources located thereon and desires to protect areas of religious and cultural significance; and

WHEREAS, the Representatives have a unique capacity to gather information and advice concerning cultural resources; and

WHEREAS, no party is obligated by this Agreement to any expenditure of funds or any participation in litigation; and

WHEREAS, the Representatives and the City seek by this agreement to create a partnership for the protection of any cultural resources that may exist on Open Space and Mountain Parks land and particularly the Jewel Mountain located in Jefferson County across Colorado Highway 93 from Rocky Flats.

NOW, THEREFORE, the parties hereby agree as follows:

- (1) The Representatives agree to provide cultural resource evaluation and advice in support of Open Space and Mountain Parks land acquisition in accordance with the City Charter.
- (2) The Representatives agree to provide cultural resource evaluation and advice in support of Open Space and Mountain Parks land management.
- (3) The Representatives and the City agree to an ongoing consultation about cultural resources on Open Space and Mountain Parks land for the purpose of identifying and protecting areas of religious and cultural significance and recognizing cultural resources in the area.
- (4) The City agrees, subject to annual budget appropriations, to host an annual consultation with the Representatives in Boulder to facilitate the ongoing consultation contemplated by this agreement.
- (5) Open Space is closed to public vehicular traffic. The City agrees that the Tribes need no prior permission for pedestrian use of Open Space and Mountain Parks. Ceremonies requiring the building of a temporary structure (for example a sweat lodge or tipi) do require permission from the City. The permit procedure for ceremonies requiring a temporary structure is as follows:

- (a) At least 30 days prior to the ceremony, a letter of request from a participating Tribe must be submitted to the Director of Open Space and Mountain Parks, P.O. Box 791, Boulder, CO 80306, outlining the activity, the number of people expected to attend, the duration of the activity and how the Tribal members have addressed and will address issues of safety, environmental hazards, restoration of the use area and parking.
 - (b) The Tribal contact list in effect as of the date of this agreement is attached as Exhibit A. Such list shall be revised from time to time upon the request of any Tribe.
 - (c) The City will notify the requesting Tribal contact of permit approval or denial in writing, with any restrictions or conditions included in the permit. The City will approve any *bona fide* Tribal request providing it involves no monetary gain whatsoever, does not interfere with previously scheduled activities and does not conflict with the City Charter and ordinances.
 - (d) No permanent structures will be permitted. Temporary structures must be removed within seven days after the ceremony is concluded. Tribal members using the site will be responsible for leaving the area in the same condition as they found it.
 - (e) The City agrees to provide reasonable fire protection services for any authorized Tribal cultural use on Open Space and Mountain Parks land. Such fire protection may include fire extinguishers, wildfire suppression apparatus or other preventative measures.
 - (f) The area must be fully restored after the activity. The requesting Tribe is responsible for any restoration.
- (6) The City agrees that bicycle and pedestrian trails, parking lots, plowing or cultivating, intentional burning, and mineral extraction, to the extent of City mineral ownership, on the Jewel Mountain Open Space Area shall be reviewed by the Tribes prior to authorization by the City. Should it be determined that there is a conflict, the City and the Tribes shall meet to resolve the conflict or provide measures by which the conflict can be resolved. Such uses shall not be authorized by the City unless and until at least fifty percent of the Tribes signing this agreement shall have approved a management plan for such use, including without limitation monitoring to safeguard cultural resources during the construction process. Note: the City does not own the mineral rights under all of its land. Whoever owns the mineral rights has certain rights to extract the minerals against the wishes of the City.
 - (7) The City agrees that inadvertent discovery on Open Space and Mountain Parks land of American Indian cultural resources, including funerary objects and human remains shall be reported to the Tribes and protected by the City until the Tribes can advise the City about reinterment. The City shall comply with federal and state law.
 - (8) Initially, this Agreement shall be binding on the City and the Representatives that execute it, and the City and additional Tribes may agree in any form to its provisions with the consent of at least half of the Representatives.

- (6) The City agrees that bicycle and pedestrian trails, parking lots, plowing or cultivating, intentional burning, and mineral extraction, to the extent of City mineral ownership, on the Jewel Mountain Open Space Area shall be reviewed by the Tribes prior to authorization by the City. Should it be determined that there is a conflict, the City and the Tribes shall meet to resolve the conflict or provide measures by which the conflict can be resolved. Such uses shall not be authorized by the City unless and until at least fifty percent of the Tribes signing this agreement shall have approved a management plan for such use, including without limitation monitoring to safeguard cultural resources during the construction process. Note: the City does not own the mineral rights under all of its land. Whoever owns the mineral rights has certain rights to extract the minerals against the wishes of the City.
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AGREED, as of the date first above written.

SIGNATURE

Lynnda A. Burch

 THE SOUTHERN UTE CHAIRMAN

April 16, 2002

 DATE

 THE UTE MOUNTAIN UTE

 DATE

 THE KIOWA OF OKLAHOMA

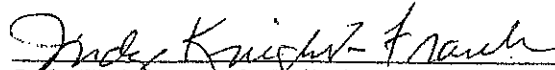
 DATE

 THE JICARILLA APACHE

 DATE

AGREED, as of the date first above written.

SIGNATURE:



Judy Knight-Frank, Tribal Chairman
The Ute Mountain Ute Tribe

Date

CITY OF BOULDER

By:

Ronald A. Secrist
City Manager

ATTEST:

City Clerk on behalf of the
Director of Finance and Record

Approved as to form:

City Attorney's Office



THE MEDICINE WHEEL COALITION
FOR SACRED SITES

7-4-02
DATE

THE UNITED TRIBES OF
COLORADO

DATE

CITY OF BOULDER

By: _____
Ronald A. Secrist
City Manager

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City Clerk on behalf of the
Director of Finance and Record

Approved as to form:

City Attorney's Office

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AGREED, as of the date first above written.

SIGNATURE

THE SOUTHERN UTE

DATE

THE UTE MOUNTAIN UTE

DATE

Billy Evans Horse

THE KIOWA OF OKLAHOMA

5-06-02

DATE

THE JICARILLA APACHE

DATE

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AGREED, as of the date first above written.

SIGNATURE

THE SOUTHERN UTE

 DATE

THE UTE MOUNTAIN UTE

 DATE

THE KIOWA OF OKLAHOMA

 DATE

Adelaide Paiz

THE JICARILLA APACHE

4-17-02

 DATE

CRS/archaeologist



THE COMANCHE OF
OKLAHOMA

2-27-07
DATE

THE SOUTHERN CHEYENNE
OF OKLAHOMA

DATE

THE SOUTHERN ARAPAHO
TRIBES OF OKLAHOMA

DATE

THE PAWNEE NATION OF
OKLAHOMA

DATE

THE EASTERN SHOSHONE

DATE

THE NORTHERN ARAPAHO

DATE

THE OGLALA SIOUX

DATE

THE ROSEBUD SIOUX

DATE

THE COMANCHE OF
OKLAHOMA

DATE



THE NORTHERN CHEYENNE

4-28-02

DATE

THE SOUTHERN CHEYENNE
OF OKLAHOMA

DATE

THE SOUTHERN ARAPAHO
TRIBES OF OKLAHOMA

DATE

THE PAWNEE NATION OF
OKLAHOMA

DATE

THE EASTERN SHOSHONE

DATE

THE NORTHERN ARAPAHO

DATE

THE OGLALA SIOUX

DATE

THE ROSEBUD SIOUX

DATE

THE COMANCHE OF
OKLAHOMA

DATE

Joe Big Medicine J.

THE SOUTHERN CHEYENNE
OF OKLAHOMA

Feb. 25-02

DATE

William J. Pedro

THE SOUTHERN ARAPAHO
TRIBES OF OKLAHOMA

Feb. 25-02

DATE

THE PAWNEE NATION OF
OKLAHOMA

DATE

THE EASTERN SHOSHONE

DATE

THE NORTHERN ARAPAHO

DATE

THE OGLALA SIOUX

DATE

THE ROSEBUD SIOUX

DATE

THE COMANCHE OF
OKLAHOMA


DATE

THE SOUTHERN CHEYENNE
OF OKLAHOMA

DATE

THE SOUTHERN ARAPAHO
TRIBES OF OKLAHOMA

DATE



THE PAWNEE NATION OF
OKLAHOMA

3-1-02

DATE

THE EASTERN SHOSHONE

DATE

THE NORTHERN ARAPAHO

DATE

THE OGLALA SIOUX

DATE

THE ROSEBUD SIOUX

DATE

THE COMANCHE OF
OKLAHOMA

DATE

THE NORTHERN CHEYENNE

DATE

THE SOUTHERN CHEYENNE
OF OKLAHOMA

DATE

THE SOUTHERN ARAPAHO
TRIBES OF OKLAHOMA

DATE

THE PAWNEE NATION OF
OKLAHOMA

DATE

THE EASTERN SHOSHONE

DATE



THE NORTHERN ARAPAHO

5-21-02
DATE

THE OGLALA SIOUX

DATE

THE ROSEBUD SIOUX

DATE

THE COMANCHE OF
OKLAHOMA

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THE SOUTHERN CHEYENNE
OF OKLAHOMA

DATE

THE SOUTHERN ARAPAHO
TRIBES OF OKLAHOMA

DATE

THE PAWNEE NATION OF
OKLAHOMA

DATE

THE EASTERN SHOSHONE

DATE

THE NORTHERN ARAPAHO

DATE



THE OGLALA SIOUX

3/05/02

DATE

THE ROSEBUD SIOUX

DATE

THE MEDICINE WHEEL COALITION
FOR SACRED SITES

DATE

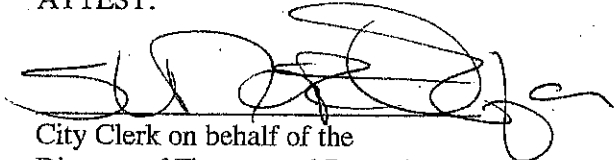
THE UNITED TRIBES OF
COLORADO

DATE

CITY OF BOULDER

By: Kathleen Love
for Christine Andersen
Acting City Manager

ATTEST:



City Clerk on behalf of the
Director of Finance and Record

Approved as to form:

City Attorney's Office

Exhibit A

Listing of Consulting Tribes:

James Pedro, Chairman
Cheyenne & Arapaho Tribes of Oklahoma
P.O. Box 41
Concho, OK 73022

William L. (Lee) Pedro
Southern Arapaho of Oklahoma
P.O. Box 41
Concho, OK 73022
Home: 405-422-3270
Work: 405-262-1770

Joe Big Medicine
The Southern Cheyenne
500 South Leech, Apt 36
Watonga, OK 73772
Home: 580-623-2810
work: 405-262-0345
FAX 405-262-0745

Billy Evans Horse, Chairman
The Kiowa Tribe of Oklahoma
P.O. Box 297
Hobart, OK 73651
580-654-2300

George Daingkau
NAGPRA Representative
The Kiowa Tribe of Oklahoma
118 N. Stephens
Hobart, OK 73651
Ph: 580-726-3708
Fax: 580-726-3708
Cell: 580-550-0040
Email: delaware_ed@hotmail.com

Francis B. Brown, President
Medicine Wheel Coalition for Sacred Sites of Northern America
P.O. Box 601
Riverton, WY 82501
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9/19/02

