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**Sitka Tribe of Alaska**

# Memo

**To:** Tribal Council and Directors

**From:** Jessica Perkins

**Date:** January 12, 2010

**Re:** Memorandum of Agreement with ADF&G regarding herring

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Termination of the enclosed Memorandum of Agreement with the Alaska Department of Fish and Game was effective June 7, 2009.

The Alaska Department of Fish and Game provided via written notice to Sitka Tribe of Alaska via letter written on May 7, 2009.

This Memorandum of Agreement is provided herein for reference purposes only.

# MEMORANDUM OF AGREEMENT
# BETWEEN THE SITKA TRIBE OF ALASKA
# AND STATE OF ALASKA DEPARTMENT OF FISH AND GAME

This MEMORANDUM OF AGREEMENT is entered into between the Sitka Tribe of Alaska, hereinafter referred to as the "Tribe", and the State of Alaska Department of Fisheries and Game, hereinafter referred to as "ADF&G". This MEMORANDUM OF AGREEMENT is further witnessed by the State of Alaska, Board of Fisheries as requested by formal motion of the Board. This Agreement serves in addition to but does not superceded existing laws, regulations, policies and agreements that recognize and enforce a subsistence priority and the unique relationship between Tribal Governments and the State of Alaska.

This Memorandum of Agreement provides the structure for collaboration between the Tribe and ADF&G to "distribute commercial harvest if necessary so that subsistence users have a reasonable opportunity to harvest" while recognizing that the "quality and quantity of herring roe on branches and herring sac roe is an important consideration in the management of subsistence and commercial fisheries." Hereinafter, "subsistence" will be referred to in this Agreement as the "customary and traditional" harvest and/or uses of herring and herring eggs.

e parties to this Agreement recognize that the Tribe, in managing Tribal affairs within the Sheet'ka ?aan [please see attached map], has information, resources, and responsibilities beneficial to ADF&G. ADF&G, in managing natural resources within the State, has information and resources beneficial to the Tribe. Thus, the Tribe and ADF&G will consult and cooperate in the management of all commercial fisheries, hereinafter referred to as "commercial herring fisheries", occurring within the greater Sitka Sound area, understood to be the waters of Section 13-B, north of the latitude of Aspid Cape, excluding the waters of Whale and Necker Bays.

These commercial fisheries include all commercial herring fisheries existing when this document is signed and any/all commercial herring fisheries developed in the future. Additionally, the Tribe and ADF&G will collaborate on the management of the customary and traditional herring and herring egg fisheries through this document, which establishes an annual herring-monitoring program.

## SECTION I: COMMUNICATION AND COLLABORATION AGREEMENT

In Section I of this Agreement, a framework is established for consultation between the Tribe and ADF&G that recognizes the unique responsibilities the Tribe has for protecting its tribal citizens and the obligations the State of Alaska has with federally recognized Tribal Governments.

### A. TRIBAL CONSULTATION PROCESS

The Tribe Shall:

1. Enter into specific agreements or contracts with ADF&G and/or other parties to accomplish the agreed upon programs and projects arising from this Memorandum of Agreement.

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2. Consult and collaborate with ADF&G on commercial herring fisheries management activities in the greater Sitka Sound area.
3. Forward names of tribal citizens who will participate in the annual pre-season planning meeting(s) [Section II, part A].
4. Appoint a Tribal Liaison to coordinate in-season collaborative management and data gathering [Section II, parts B and C].
5. Encourage its Council, citizens and harvesters to attend tribal meetings, local ADF&G Advisory Committee meetings, public ADF&G meetings and other forums where there is an opportunity for open communication regarding the traditional and commercial herring fisheries within the greater Sitka Sound area.
6. Prepare and provide an annual collaborative management and customary and traditional herring harvest monitoring report to ADF&G and the Board of Fisheries.

## B. ADF&G CONSULTATIVE PROCESS

ADF&G Shall:

1. Make ADF&G resources and professional expertise available for the furtherance of this Agreement, subject to the applicable State laws, regulations, and ADF&G directives, for the affected area and subject to the approval by the Commissioner or designated representatives.
2. Consult with the Tribe when developing regulatory proposals for the greater Sitka Sound area herring fisheries.
3. Cooperate in the planning, implementation, and monitoring of project work undertaken pursuant to agreements or contracts arising from this Agreement.
4. Assign an ADF&G Liaison who shall be responsible for routine consultative activities between the Tribe and ADF&G.
5. Inform and invite the Sitka Tribe's appointed tribal citizens and Tribal Liaison to attend all pre-season and in-season stakeholder planning meetings [Section II, Section A].
6. Contact the Tribe prior to release of commercial guideline harvest level information to the media [Section II, part D].
7. Participate, to the extent possible, in Sitka Tribe of Alaska Council and other appropriate tribal and public meetings regarding the management of the commercial herring fisheries in the greater Sitka Sound area.
8. To the extent possible, provide technical assistance to the Tribe as it conducts the annual customary and traditional harvest-monitoring program [Section III].

# SECTION II: COLLABORATIVE MANAGMEENT OF THE GREATER SITKA SOUND COMMERICAL FISHERIES

## A. PRE-SEASON MANAGEMENT

The Tribe will participate in the Sitka Herring Fisheries Pre-Season Meeting(s).

1. Each year, the Tribe will forward the names of three tribal citizens to participate in ADF&G's pre-season meetings to coordinate the annual management of the greater Sitka Sound commercial herring fisheries.

2. Tribal citizens participating in the annual meeting(s) will be empowered by the Tribe to speak on its behalf regarding pre-season planning for management of the commercial herring fisheries.
3. Tribal citizens participating in the meeting(s) will report to the Tribal Council and its citizens and will report to the Tribal Liaison prior to and during the fisheries regarding pre-season plans and in-season activities.

## B. IN-SEASON MANAGEMENT

The Sitka Tribe will participate in collaborative management of the greater Sitka Sound commercial herring fisheries.

1. Prior to commercial fisheries, the Tribe shall forward the names and contact information for the Tribal Liaison, empowered by the Tribe to speak on behalf of the Tribal Council and to be the sole point of contact during greater Sitka Sound commercial fisheries.
2. Contact between the Tribal Liaison and ADF&G will occur daily or as often as needed and at minimum will occur prior to a public announcement of a commercial opening.
3. ADF&G will provide estimations of the times and locations of the day's test fishing activities to the Tribal Liaison. Observations of the previous day's test fishing will be recorded by the Tribal Liaison and will be reported to ADF&G during in-season meetings and the Tribe's annual activities report.
4. When commercial fisheries are placed on two-hour notice, ADF&G will make regular announcements on the VHF radio (Ch. 10) and the Tribal Liaison will monitor this channel.
5. During in-season meetings to determine fishery openings, the Tribal Liaison and ADF&G will consult regarding whether the proposed opening will affect customary and traditional harvesters.
6. If the Tribe concludes there is the potential for customary and traditional harvesters to be negatively impacted by the proposed opening, the Tribal Liaison will provide this conclusion and reasoning to the ADF&G Liaison verbally and in writing.
7. Following the Sitka Sound commercial herring fisheries, ADF&G will provide a written summary of the fisheries and provide this report to the Sitka Tribe.

## C. DATA GATHERING

The Tribe will be involved to the extent possible with data gathering activities conducted by ADF&G to estimate the quantity, quality and distribution of herring and herring eggs in the greater Sitka Sound area used to plan and implement commercial harvest activities.

1. ADF&G will consult the Tribe during pre-season, in-season and post-season data gathering activities.
2. The Tribal Liaison, tribal biologist or other Tribal representatives may accompany ADF&G to assist in gathering data as opportunities arise. The ADF&G Liaison will contact the Tribe's in-season Liaison with dates and details concerning these opportunities.
3. Copies of ADF&G's management and stock assessment data will be made available to the Tribe. This includes, but is not limited to, cast net surveys, spawn deposition transects, and aerial maps identifying length and locations of spawning areas.

4. After ADF&G has compiled the majority of their commercial fishery management data, ADF&G and the Tribe will meet to discuss this information.

## D. CONSULTATION PRIOR TO MEDIA NOTIFICATION

ADF&G's Liaison will contact the Tribe's General Manager to set a meeting with the Tribal Council prior to the release of the season's estimated and guideline commercial harvest quota information to the media.

1. A consultation meeting between the Tribe and ADF&G will be initiated by ADF&G at least one week prior to the release of the year's estimated commercial guideline harvest level to the media.
2. If agreed to by both the Tribe and ADF&G, the consultation meeting prior to the release of the guideline harvest level to the media may be accomplished through ADF&G's pre-season management planning meetings. Agreement must be requested by ADF&G and be provided by the Tribe in writing.

# SECTION III: ANNUAL CUSTOMARY AND TRADITIONAL HAVEST MONITORING PROGRAM

## A. IMPLEMENTATION OF A TRADITIONAL HARVEST MONITORING PROGRAM

Beginning in 2002, the Tribe and ADF&G will establish and maintain, contingent on tribal funding, an annual customary and traditional herring egg harvest-monitoring program.

1. The Tribe will collaborate with ADF&G in 2002 to create and conduct an annual customary and traditional harvest-monitoring program based on post-season surveys and interviews with local harvesters.
2. The annual harvest-monitoring program will follow standard survey sampling methodology.
3. The Tribe and ADF&G will collaboratively conduct the harvest interviews. The Tribe and ADF&G will collaboratively maintain the survey data, including a confidential list of participants and their contact information.
4. The Tribe will provide ADF&G with harvest data each year and this raw data will be analyzed by ADF&G using standard statistical techniques. ADF&G may post the survey results on their Statewide Subsistence Harvest Database but there will be no way for a user of this database to view any personal information regarding survey participant.
5. Participation in the survey is voluntary and confidential and will not serve to limit a participant's future harvest activities.
6. The Tribe and ADF&G will collaborate to improve the survey interview reporting system and survey methodology, with ADF&G providing technical consultative work and, when possible, field interview project support.
7. The Tribe and ADF&G will work to identify and pursue funding opportunities to support this important customary and traditional harvest monitoring activity. Funding pursuits include but are not limited to, project support for staff at the Tribe and ADF&G, historical and present day expanded interview projects and site-use mapping.

## IV. EFFECTIVE DATE AND REVISIONS

1. The effective date of this agreement shall be from the date of the final signature.
2. This agreement is entered in good faith by the signatories and its success depends on continued mutual communication and good will. Either signatory may request a review for the purpose of modifying this agreement at any time. No revision shall be binding without the written consent of both parties.
3. A signatory may terminate its participation in this agreement by providing notice in writing 30 days in advance of the date on which its termination becomes effective.

## V. SIGNATURES

11.04.02
Date

For the Alaska Department of Fish and Game
Frank Rue, Commissioner

NOV 4-2002
Date

For the Sitka Tribe of Alaska
Gilbert Truitt, Vice Chairman

This Memorandum of Agreement is consistent with the collaborative management and research approach regarding commercial herring fisheries and customary and traditional harvest monitoring in the greater Sitka Sound area discussed and agreed to by the Board of Fisheries in actions taken January 14, 2002.

12/17/02
Date

For the State of Alaska, Board of Fish
Edward Dersham, Chairman