

**Tier I**  
**Tribal Environmental Agreement**  
**Between the Environmental Protection Agency**  
**and the Sitka Tribe of Alaska**

**I. Parties to the Agreement**

This Agreement reflects and affirms the government-to-government relationship between the United States of America and the Sitka Tribe of Alaska (hereinafter 'the Parties').

The Parties to this Tribal Environmental Agreement (hereinafter referred to as the 'Agreement') are the Sitka Tribe of Alaska, represented by the Tribal Council Chairman, and the United States Environmental Protection Agency (EPA), represented by the EPA Region 10 Regional Administrator.

The Parties to this Agreement have identified the following findings as the foundation of this Agreement:

**A. The Sitka Tribe of Alaska, hereinafter referred to as the 'Tribe'**

The Sitka Tribe of Alaska is a federally recognized sovereign Tribe. The Sitka Tribe is responsible for the health, safety and welfare of over 3,000 tribal citizens primarily of Tlingit, Tsimshian, Haida and Aleut heritage, however, individuals of any and all indigenous backgrounds can and are enrolled with the Sitka Tribe of Alaska.

The Sitka Tribal Council is committed to environmental management that incorporates traditional tribal custom and protocol while balancing the need for a healthy economy. Decisions by the Sitka Tribe are made by an elected tribal council (nine members, including chairperson) and daily office operations are overseen by a General Manager. Staff for the Tribe's Department of Natural and Cultural Resources include the EPA Indian General Assistance Program staff, our Tribal Biologist and Tribal Anthropologist.

In looking to a future of promise and positive potential, the Sitka Tribe looks to its past. Sitka Tribal citizens continue to harvest and gather foods, medicines and art materials as they have done since time immemorial from the Sitka Tribe of Alaska's traditional territory. The traditional territory of the Sitka Tribe is understood to include the western side of Baranof Island from Cape Ommaney to Lisianski Strait, the northern portion of Baranof Island, the Southern and southwestern side of Chichagof Island, the greater part of the inside waters of Peril Strait and the myriad islands and the waters that surround this territory (please see map).

**1. The Sitka Tribal environmental assessing activities to date have been to:**

- (1) Identify and describe environmental problems within the Sitka Tribe's customary and traditional territory, a defined geographic area;
- (2) Assess identified environmental problems as to the severity and impact on the Tribe including the health of its people, traditional culture and availability of traditional resources to tribal citizens;
- (3) Rank the identified environmental problems by order of tribal priority;
- (4) Select which problems are most important to solve immediately, versus those that need to be addressed over the long-term;
- (5) Define and establish environmental goals that the Tribe would like to achieve with respect to the individual environmental priorities identified through the assessment;
- (6) Identify potential strategies for solving highest ranked problems through cooperative agreements with the EPA, tribal ordinances and other collaborative and beneficial working relationships with State, Federal or private organizations involved in environmental protection or restoration activities;
- (7) Select the most promising strategy or strategies to address the Sitka Tribe's most important problems and concerns.

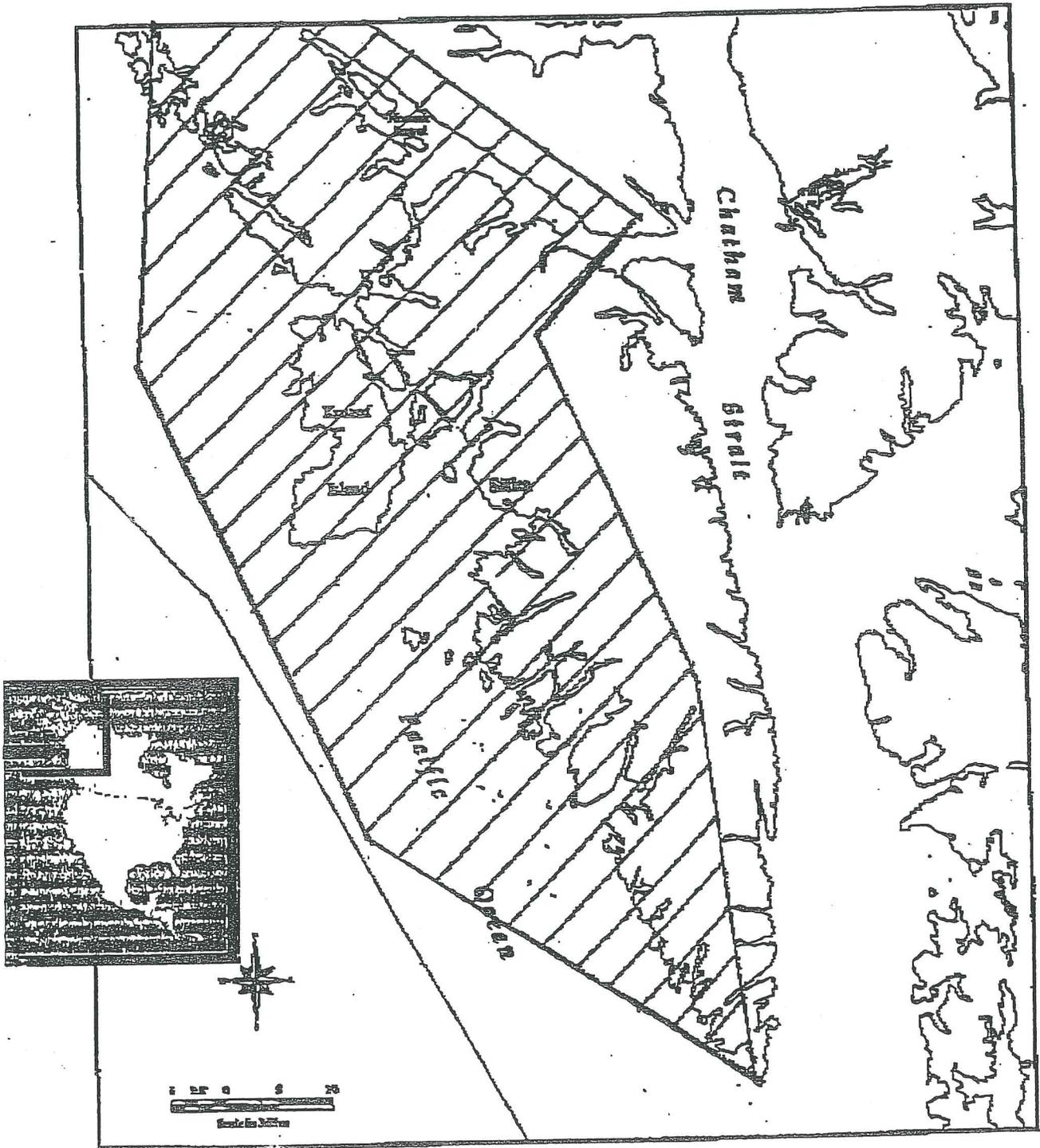
**2. Tribally Identified and Ranked Previously Identified Environmental Priorities**

**Priority I. Re-enhancement of Impacted Sitka Herring Stock**

Sitka Sound, at the heart of the Sitka Tribe's customary and traditional territory, is the richest source of herring and herring eggs for all of southeast Alaska. Herring eggs are a well established staple of a traditional Tlingit diet. Not only do Sitka Tribal citizens harvest this source of food, so do non-tribal Sitka residents and residents of other southeastern villages. Historical and present customary trade routes for Sitka's herring eggs range from Nome to California. In addition, there is a large and lucrative commercial herring fishery that operates in the Sitka Sound.

The Sitka Sound Sac Roe Fishery is comprised of 51 permitted purse seiners who work in close proximity to one another during quick and active harvesting openings. Generally the fishery is started and completed within a week or two. During the 1997

# Traditional Territory of the Sitka Tribe of Alaska



sac roe fishery an oil spill occurred. The oil washed up on the beach of an island located in Sitka Sound, an island where many Sitka residents secure their hemlock branches in the intertidal waters where herring spawn and leave their eggs. The Tribe received concerned calls from island residents. While the oil spill was not of enormous proportions, the oil's direct contact with food headed for local tables caused Tribal and community concern.

Tribal Elders are concerned that herring are being severely impacted by non-point source pollution. Pollution and habitat destruction in areas of traditional herring spawning activity are the result of: 1.) The operation of the Silver Bay Pulp Mill; 2.) Past flushing of sewer, washing machine soap and other household waste into Jamestown Bay; 3.) Island housing developments that tie up coastlines vital to spawning with their docks and boats; 4.) Dumping of household waste from island development and destruction of beach and eel grass intertidal environment necessary for successful herring spawning; 5.) Accidental or careless dumping of hazardous waste from boats.

***Identified Tribal Herring Priorities:***

- A. Point Source Pollution Monitoring
- B. Non-point Source Pollution Monitoring
- C. Monitoring Herring Habitat

**Priority 2: Monitoring the Silver Bay Pulp Mill Site**

Many of the foods that tribal citizens consume are gathered from the immediate environment. The high cost of food in a village accessible only by air and water and the obvious fact that the foods are traditional, healthy and familiar make continued use of these foods essential despite the presence of grocery markets.

The Alaska Pulp Corporation's pulp mill operated in Silver Bay, about 7 miles from Sitka proper, for over thirty years. Since its closure there has been an effort on the part of the Alaska Department of Environmental Conservation, the Sitka Tribe, the City of Sitka, the Environmental Protection Agency and other local, State and Federal agencies to study and possibly remediate the environmental damage resulting from the pulp mill's activities.

Some identified tribal environmental and health concerns surrounding the mill are: 1.) Bottled water from Blue Lake (situated behind the mill site), also the city's water source; 2.) Large boats coming into this deep water port and disturbing the fiber mat; 3.) The salmon hatchery located near the head of Silver Bay; 4.) Monitoring dioxin levels in muscles and seaweed.

***Identified Silver Bay Site Priorities:***

- A. Participation in the Site Investigation and Remediation Team
- B. Model Risk Assessment
- C. Long-Term Site Monitoring Plan

**Priority 3: Sitka Indian Village**

Many of the homes in the Village date back to the early 1900's and are in need of environmental surveying and remediation. There are many children and Elders who live in the Village and their increased vulnerability to impact from unhealthy environments

must be addressed by the Tribe. Soil samples from around oil tanks recently removed from within the village show extremely dangerous levels of pollution, just one example of the need to focus efforts on the environmental quality of the village.

***Identified Sitka Indian Village Priorities:***

- B. Annual Indian Village Clean-up
- C. Long-term Monitoring of Environmental Quality
- D. Indoor Air Quality Survey
- E. Lead-based Paint Survey

**Priority 4: Pro-active Natural and Cultural Resources Protection Priorities:**

There are several issues identified as important and pro-active forms of environmental protection and environmental documentation. While these issues are not as pressing as some of the other Sitka Tribal environmental priorities, they are in fact the backbone of tribal environmental education and inter-tribal collaboration.

***Identified Pro-active Natural and Cultural Resources Protection Priorities:***

- A. Sitka Tribal Environmental Resource Atlas
- B. Marine Mammals
- C. Environmental Protection Education/Traditional Land Management Program
- D. Inter-tribal Environmental Collaboration
- E. Clean up of WWII Military Sites

**B. Environmental Protection Agency, hereinafter referred to as the 'EPA'**

1. The EPA is a Federal Agency created to protect public health and the environment.
2. EPA, Region 10 is authorized to administer federal environmental laws and programs in Alaska.

**C. Roles and Responsibilities of the Parties**

This agreement identifies the respective roles and governmental responsibilities of the Tribe and EPA for planning and undertaking environmental protection activities. The Tribe and EPA enter into this Agreement in order to ensure that the Tribe has substantial and meaningful role in environmental policy decisions impacting the Sitka Indian Village, the Sitka Tribe's traditional territory, Sitka Tribal citizens and any and all tribal natural and cultural resources.

The Parties will expect the improved coordination that will result from this Agreement will maximize effective protection of the Tribe's environment and fulfillment of the EPA's legislative mandate and trust responsibilities to the Tribe.

In furtherance of the expectations of the Parties, the following declarations are made and agreed to by both Parties to this Agreement:

1. Pursuant to federal Indian law and policy, the Tribe is the government with primary stewardship for its citizens and resources, and the Tribe has the right and responsibility to a substantial and meaningful role in protecting the environment of traditional tribal territory.
2. The EPA is the federal agency with the primary responsibility for the protection of the environment in and of the United States. The EPA has a trust responsibility to the Tribe and is committed to assisting the Tribe in its development and implementation of an environmental protection program which is consistent with EPA's regulatory authority.

## **II. GOALS AND OBJECTIVES**

The Parties enter into this Agreement to accomplish the following goals and objectives.

### **A. To Implement the Government-to-Government Relationship**

This Agreement will provide a mechanism for implementing a government-to-government relationship by clarifying the roles, responsibilities and relationships of EPA and the Tribe. To the extent practicable, this Agreement will utilize the government-to-government relationship to clarify the environmental roles and responsibilities of other federal agencies, the State of Alaska and local governments.

1. The Sitka Tribe is uniquely qualified to determine its own vision for the future based on history, culture, values and resources.
2. The Environmental Protection Agency is uniquely qualified to protect, monitor, provide specialized assistance and training and to ensure compliance and provide education concerning environmental quality standards.
3. The Environmental Protection Agency and the Sitka Tribe agree to cooperate in the completion of the environmental assessment of the lands and resources which are critical to the Sitka Tribe's health and culture.

### **B. Tribal Capacity**

This Agreement is intended to assist in building Tribal environmental capacity in order that the Tribe will be able to further develop and support a professional and culturally sensitive environmental program. To the extent practical, given

resource limitations, the EPA will provide training and information-sharing workshops for Tribal staff and Tribal government to build Tribal capacity and encourage the refinement, operation and management of a Tribal environmental program by the Sitka Tribe.

**C. To Provide Support for Tribal Regulatory Process**

This Agreement will provide support for the development and implementation of regulatory processes which will strengthen the ability of the Tribe to protect its human, economic, cultural, religious, spiritual, consumptive, artistic and medicinal resources as it protects its environment.

**D. To Maintain Tribal Environmental Programs**

This Agreement will support existing and future Tribal environmental programs, regulatory and otherwise, that will protect, conserve and restore the Sitka Indian Village's and the traditional Tribal territory environment, tribal citizens health and the availability and safety of customary and traditional foods. This Agreement will also provide a mechanism for the effective enforcement and compliance of environmental and Tribal environmental laws.

**E. To Institute Specific Procedures**

This Agreement will provide a mechanism for the enhancement of communication, funding, technical assistance, training, capacity building, program maintenance, administration and periodic reevaluation of this Agreement.

**F. To Promote Stability**

This Agreement shall be implemented to promote Tribal stability in environmental funding; employment; capacity-building; infrastructure development and other such factors that lead to the continuation of long term program implementation for the Tribe.

**G. Long Term Goals**

This Agreement has been developed with the understanding that the long term goal is to address, implement and maintain where deemed necessary by the Tribe, a full range of EPA's activities and programs. (For existing tribal environmental priorities and associated goals please refer back to section A, parts 1, 2 and 3 of this Agreement.)

### **III. PURPOSES OF THIS AGREEMENT**

#### **A. To Promote Environmental Protection for Tribal Lands**

This agreement shall form the basis for communication and programmatic assistance to the Tribe by the EPA. EPA program staff will provide assistance to the Tribe in accordance with the government-to-government relationship between the Parties, and as agreed to by the Parties, consistent with any work plan developed under this Agreement.

#### **B. To Confirm the Government-to-Government Relationship**

This Agreement confirms the commitment by the Parties to honor a government-to-government relationship in the provision of on-going program assistance and services which will contribute to Tribal environmental protection.

The EPA and the Tribe agree that the government-to-government relationship requires respect for the sovereignty of the Parties and the effective implementation of efforts to protect and sustain the Tribal environment by the staff and representatives of both Parties. This mutual understanding and commitment is intended to further enhance and improve communications between the Parties and to facilitate the resolution of issues of common concern.

#### **C. To Build Confidence and Trust Between Parties**

This Agreement is intended to build confidence and trust between the Parties. This Agreement will be implemented in a manner which is consistently respectful of the government-to-government relationship that exists between the Parties. It is anticipated that this Agreement will strengthen and formalize the spirit and principles of the government-to-government relationship within both the EPA and the Sitka Tribe of Alaska.

The Parties agree to provide their respective staff with training and counseling in the purposes of this Agreement and to encourage joint meetings of EPA staff and Sitka Tribal Council and appropriate staff to discuss the interpretation and compliance with the Agreement terms and conditions. This mutual interaction and discussion will further the intent and purpose of increased communication, and efficient, culturally sensitive protection of the Tribe's environment.

#### **D. To Ensure that Unique Tribal Concern are Identified**

This Agreement is intended to provide a framework for environmental protection which is respectful of Tribal cultural concerns and customary and traditional food/art material/medicinal plant/etc. availability, harvesting and protection. This

Agreement will assist the EPA, Tribal Council and staff in assessing and providing an understanding of Tribal environmental needs and identification of the areas under which the Tribe intends to assume program responsibility.

**E. To Provide a Flexible, Common Sense Tool for Tribal Environmental Protection**

This Agreement is intended to provide maximum flexibility so that Tribal specific needs can be accommodated. It should be interpreted as a flexible document that can be changed to meet Tribal environmental needs.

Revision in EPA policies and regulations that may result in an impact to the Tribe will be communicated to the Tribe in a timely manner. The Parties will work together to utilize the policies and regulations in a manner which will most effectively facilitate their protection of the Tribe's environment and culture in a manner consistent with the government-to-government relationship. To that end, this Agreement will be revisited periodically to keep it current with timely legislation and regulations, expanded flexibility into the future, and review of progress in using the provisions of the Agreement to provide a flexible, common sense tool for Tribal environmental protection.

**F. To Address a Full Range of Environmental Programs**

This Agreement will provide the framework for the cooperative development, refinement and maintenance of comprehensive Tribal environmental programs. EPA and Tribal staff are encouraged to identify all aspects of environmental protection that the Tribe may pursue to enhance its capacity to protect the Tribe's environment.

**G. EPA Planning**

The Agreement will assist the EPA in identifying areas where EPA will need to plan for and carry out direct implementation.

**H. Tribal Involvement in EPA Planning**

This Agreement will provide a mechanism for including Tribal concerns in EPA planning. The EPA Tribal Office and the Tribal Coordinator and the Tribal Liaison in the EPA Alaska Office (Anchorage) will coordinate efforts to involve the Tribe in EPA planning activities.

**I. Partnership Building**

This Agreement will contribute to the building of an environmental partnership between the EPA and the Tribe.

**J. Communication Enhancement**

This Agreement is intended to foster communication between EPA and the Tribe and to clarify expectations.

**IV. GUIDING PRINCIPLES**

As Tribal Environmental Agreements are developed, all principals included in the EPA's Indian Policy, which apply to Alaska Tribes and tribal governments, shall apply. These principals include recognition of the trust responsibility for environmental protection, the government-to-government relationship, and Tribal sovereignty.

**A. Protocol**

The government-to-government relationship shall be directly between the EPA and the Tribe.

**B. Communication**

While implementing the Agreement, the EPA and the Tribe are committed to ongoing, timely and open communication. EPA commits to providing timely advice on available grants and other sources of available funding, training and on-going meetings that affect grants and other sources of available funding, training and on-going meetings that affect Tribes. This also includes a timely transfer of state of the art technology as the Tribe increases capacity. The Tribe commits to the identification of issues and problems at early stages of development in order to provide time to plan potential resolutions that EPA may be able to support or implement (or assist in implementing) in furtherance of the Agreement.

**C. Environmental Justice**

The Principles of environmental justice shall apply to this Agreement. In general, these principles call for the EPA to assure that Tribes are afforded all of the opportunities afforded the States, including procedures for Tribal participation in EPA decision-making. In addition, environmental justice principles call for a recognition of Tribal cultural concerns such as customary and traditional uses of natural resources for food, clothing, medicine, artwork, etc.

**V. TRIBAL AND EPA COORDINATION**

**A. Information Sharing**

The parties agree to share information relating to their activities or decision-making that may directly or indirectly impact the environment of the Tribe. The Parties also agree that, to the extent possible, they will share information pertaining to impacts on the Tribal environment or Tribal resources identified by the Tribe.

**B. Development of EPA Coordination Process**

The Parties agree to maintain coordination efforts. The Parties will communicate issues and concerns regarding the work that is required to coordinate efforts to protect the environment and tribal culture, as a healthy culture is dependent upon a healthy environment.

**C. Planning**

The Parties will use the partnership established herein to jointly plan and implement a strategy for effective environmental programs pertaining to the Sitka Tribe of Alaska that are consistent with the general Goals and Objectives of the Agreement.

**1. Planning and Budget Cycle**

For the purpose of this Agreement, the Tribe, in coordination with the EPA, will identify the following:

**A. EPA Resources Needed**

The Parties will cooperatively identify resources needed from the EPA.

**B. Grant Schedule Information**

EPA will identify and submit to the Tribe a schedule for submitting grant applications and other such planning information.

**C. Program Toward Stable Funding**

The Parties will seek to identify how stable sources of funding will be provided, including resources from EPA and from the Tribe. Project specific funding can be used to get started, but sources of long-term program implementation funding sources should be identified.

**D. Linkage Between Short- and Long-Term Funding**

The Tribe will attempt to explain in detail the linkage between long-term goals and short-term resource needs in order that EPA can pursue adequate resources to assist with these longer-term objectives, without focusing on

the year-to-year fluctuations to the budget.

**E. Update Information for National Budget Development**

Updated key information for national budget development should be submitted annually based on the Agreement, while maintaining key activities that lead to fulfillment of longer-term goals.

**2. Other Planning Considerations**

To achieve a well-informed plan relating to community health and environmental quality, the Parties may consider infrastructure issues such as housing, utility and energy development, road building, transportation and community sanitation. Where both the State and the EPA are engaged in such infrastructure changes, the EPA agrees to initiate and/or facilitate discussion as to the potential impacts the project will have on the Sitka Tribe of Alaska, its tribal citizens and the residents of Sitka and the resources within the Sitka Tribe's traditional territory.

**D. Intergovernmental Personnel Agreement**

EPA will endeavor to maximize technical assistance to the Tribe through Interagency Personnel Agreements, hereinafter referred to as "IPA" assignments, as resources and/or positions become available. EPA and the Tribe also agree to explore options for Tribe-to-EPA IPA assignments which will contribute to the development of the technical skills and an understanding of the EPA infrastructure and Tribal culture.

The processing and development of IPA assignments from the Tribe will be accomplished by the EPA as a flexible, accommodating process to facilitate the Tribal IPA participant's needs and the participant's transition into EPA's environment. Every effort will be made to interpret the regulations and guidance for an IPA in a matter that facilitates and accommodates Tribal participation without undue burdens.

**E. Visits by EPA Staff**

To enhance coordination and the Parties' working relationship, and to develop and implement of the Work Plan, EPA agrees to meet with Sitka Tribal Council and Tribal staff at least once a year. The visits may focus on any or all of the objectives of this Agreement, including collateral activities consistent and supportive of this Agreement.

**F. Legislation**

EPA agrees to solicit Tribal comments on EPA-proposed legislation and

regulatory activity which may impact the Tribe. The intent is to provide the Tribe with an opportunity to comment on legislation that may impact it and its ability to protect the Tribal environment.

Given the time constraints that are frequently a reality for commenting on legislation and/or rules and regulations, and the limited resources of the Tribe, the Tribe agrees to identify a Tribal government representative and/or Tribal staff person who will be responsible for receiving and distributing EPA notices and request for comments.

## **VI. ENVIRONMENTAL COMPLIANCE**

### **A. Compliance Education**

EPA will design an educational program and educational information to promote environmental compliance in the Sitka Tribe of Alaska. The following will be addressed.

- 1. Tribal Participation and Comment**  
Invite Tribal participation and comment in the development of environmental legislation and regulations affecting the Tribe.
- 2. Existing Requirements**  
Inform the Tribe of existing environmental requirements, as stated in applicable laws and regulations.
- 3. Advice to Attain Compliance**  
Advise and explain to the Tribe how to effectively achieve compliance in non-compliance situations.
- 4. Recognize Barriers to Compliance**  
Recognize when compliance may be delayed, and work to assure that public and environmental health risks are minimized until compliance is achieved.

### **B. Technical Assistance in Developing Tribal Policies and Regulations**

EPA will provide technical and/or written models to the Tribe to assist in the preparation and adoption of environmental policies and ordinances which are congruent with applicable federal laws.

### **C. Assistance in Identifying and Prioritizing Compliance Problems**

EPA and the Tribe will jointly identify and prioritize non-compliance

situations in the Sitka Indian Village and the Sitka Tribe's traditional territory, identifying whether the non-compliance situations involve facilities that are privately owned and/or owned and operated by the Tribe. An inventory of non-compliance issues, including those identified by the State, will be developed each year after input from the Parties. Together, the Parties will decide upon strategies for correction, and include the corrective strategy in the environmental Action Plan for the applicable area, along with a time-in for achieving compliance. The Parties will coordinate with the State where the non-compliance situation concerns State programs and authorities. EPA will coordinate with the Tribe if a federal enforcement response is planned for a non-compliance situation involving a private party. The Parties shall periodically re-evaluate the selected strategy and progress towards compliance.

## **VII. TRIBAL CAPACITY BUILDING**

EPA agrees to assist the Tribe in building its capacity and capability to assume responsibilities that are identified as priorities for the Tribal government through this Agreement. EPA will retain responsibility for managing federal environmental programs in the Sitka Native Indian Village and the traditional territory of the Sitka Tribe except where EPA had formally authorized the Tribe or the State to operate the program. EPA's prior approval of a State program does not extend to 'Indian Country,' and is not intended to affect the rights of the Tribe.

### **A. Definition**

This Agreement is intended to build upon Tribal environmental capacity so that the Tribe will be able to develop and implement on-going environmental programs. Tribal Capacity Building is the process of working through the Tribal government to build tribally-controlled community programs which meet the needs of Tribal members. Tribal Capacity Building promotes Self-Determination by encouraging the development, implementation and operation of Tribal programs by the Sitka Tribe. Tribal Capacity Building will reduce reliance on federal program implementation and oversight. Under this Agreement, Tribal Capacity Building includes the development of environmental management capability.

### **B. Guiding Principles for Capacity Building**

#### **1. Commitment to Government-to-Government Relationship**

EPA will continue to promote and strengthen the development of

its government-to-government relationship with the Tribe as provided for in Executive Congressional, Agency and Regional policies, legislation and regulations. The strengthening of this relationship will require due consideration of the Tribe's views.

**2. Facilitation of Tribal Communication with EPA Entities**

EPA will actively facilitate open communications between the Tribe and EPA. Although the Tribal Coordinators and Liaisons (at the State EPA offices) are the primary contacts and conduits for communication with EPA, the Tribe has ready access to the Regional Tribal Office.

In addition to the Tribal Coordinators and Liaisons, communication facilitation shall include the identification of key administrators and staff. The EPA shall keep the Tribe apprised of changes in EPA management and EPA staff identified as key Tribal contacts.

**3. Facilitation of Tribal Communication with non-EPA Entities**

To the extent possible, EPA will actively facilitate open communications between the Tribe and other federal, state and local entities when such facilitation will contribute to the protection of the environment and traditional culture, dependent upon a healthy environment.

**4. Technical and Fiscal Resource Commitment**

EPA will support the Tribe's Tribal Capacity Building through the dedication of EPA human and fiscal resources (to the extent such resources are available or can be allocated), and through the adoption of policies and regulations which support Tribal Capacity Building. EPA will work with the Tribe and other federal agencies to identify long-term financial support for the implementation of Tribal environmental programs.

**5. Cross-Cultural Training**

EPA will support and implement cross-cultural training for its staff, to facilitate understanding of the Sitka Tribal Council and citizens' unique knowledge and environmental perspective. The

Tribe agrees to provide information and, to the extent feasible, technical assistance which will help EPA staff understand the history, circumstances, perspectives and existing priorities of the Tribe. This training is intended to enhance communication and cooperation between the Tribe and EPA staff and management. EPA will also develop a training module which will assist the Tribal government and staff in understanding the institutional culture of the EPA.

#### **6. Management Training**

Subject to available resources, EPA will develop and implement an administration and management training module which will assist Tribes in understanding the expectations and requirements of EPA for such purposes as grant development and application, financial management systems, grants compliance and reporting, program authorization requirements and other areas necessary to Tribal Capacity Building success.

#### **5. Commitment to Notification of Changes**

EPA will provide the Tribe with proposed and final rules of regulations, as well as other documents, which pertain to Tribal environmental programs, or which are requested by the Tribe. EPA will assist the tribe in conducting impact assessments of new or revised regulations, and in reviewing potential funding and assistance resources made available by EPA.

### **VIII. SPECIFIC ACTION PLAN**

#### **A. Elements of the Tribal Action Plan**

The Tribal Action Plan should do the following:

1. Describe, in detail, the Tribe's goals, objectives and desired outcomes. Where appropriate, describe how the goals, objectives and desired outcomes are relevant or unique to Tribal culture, values or the governmental role of the Tribe.
2. Identify short-term resources needs.
3. Identify short-term goals.

4. Identify long-term goals.
5. List specific Tribal priorities such as developing Tribal codes, carrying out monitoring activities, developing a profile of Tribal resources and needs, etc.
6. Identify elements necessary for implementing programs, including enforcement in the Sitka Indian Village and the Sitka Tribe's traditional territory. This would include an identification of contributions made by EPA, the Tribe, the State, other local governments and other Federal agencies. Areas in which the Tribe may wish to pursue working with the State and with Tribal consortia may be included.
7. Identify training assistance the Tribe feels it needs to properly implement its program(s).
8. Identify the Tribal cultural, resource and technical expertise of current staff and interested Council and tribal citizens, as well as future needs.
9. Provide a method for monitoring progress.

**B. Amendments**

Amendments to the Action Plan will be accomplished by mutual agreement and are to be adjusted as necessary to meet the requirements and changing contingencies that must be accommodated in order to be efficient and effective in the protection of the Tribe's environment. To the extent that this process of amendment is controlled by legislation, rules, regulations and/or funding restrictions, the flexibility of the amendment process may be limited; but where there are no such requirements, the flexibility shall be used to the benefit of Tribal environmental protection.

**C. Self-Renewing**

Unless otherwise restricted or controlled by legislation, statute and/or regulations, the Tribal Environmental Agreement and action Plans negotiated by the Tribe and EPA will be self-renewing.

**IX. ADMINISTRATION OF AGREEMENT**

**A. Setting Priorities**

On an annual basis, the Tribe will identify specific environmental priorities for the Sitka Tribe. The Parties will be guided by the following procedures:

**1. Tribal Environmental Information Gathering**

With technical assistance from EPA, the Tribe will gather information about Tribal environmental concerns. A focus of the information gathering will be to distinguish between environmental concerns being effectively addressed and those that need further emphasis in order to minimize current and/or future risks.

**2. Tribal Assessment of Priorities**

Based on the annual environmental review, the Tribe will determine which environmental concerns call for regulatory emphasis. The Tribe may also identify Tribal priorities for programs which it would like the EPA to implement on their jurisdictional boundaries.

**3. Joint Review of Tribal Information and Priorities**

The Tribe will communicate with EPA regarding the Tribe's identified priorities. The Parties will jointly review the priorities and identify a program implementation strategy. Both short and long-term action plans will be revisited or developed.

**4. Plan for Attaining Priorities**

As part of establishing priorities, the Parties will develop a plan for attaining each priority, which may include goals, tasks, responsibilities and time lines for each specific matter. In addition, the Parties will jointly identify potential short-term and long-term funding sources.

**5. Progress Indicators**

The priorities and the identified progress indicators will be evaluated annually by staffs of EPA and the Tribe, and will be presented to the managers of EPA and the Tribe at the annual review of this Agreement.

## **B. Implementation**

The Parties concur that this Agreement provides a framework for each Party to act individually under its authorities and in concert with the other Party, to meet the goals and objectives identified above and allows for the joint formulation and accomplishment of future goals and objectives.

### **1. Roles and Responsibilities of EPA**

EPA, will, within available resource constraints:

#### **a. Implement the EPA National Indian Policy and the Policies of EPA Region 10**

EPA will take other actions in accordance with formal EPA policy, guidance and direction, with due consideration of the Tribe's views.

#### **b. Protect the Tribal Environment**

EPA will protect the Tribal environment to the same degree as the non-Tribal environment, including spiritual, religious and cultural sites, by ensuring effective implementation and enforcement of regulatory programs that meet or exceed applicable tribal, state and federal standards.

#### **c. Provide the Tribe with Proposed and Final Regulations**

EPA will provide the Tribe with proposed and final regulations, as well as other documents which are available to the general public, which pertain specifically to Tribal environmental programs, or which are otherwise requested by the Tribe.

#### **d. Provide Technical and Other Assistance to the Tribe**

EPA will assist the Tribe in conducting: i) an impact assessment of new or revised regulations; ii) a priority assessment of existing and new program requirements; and iii) a review of potential funding and technical assistance sources.

**e. Cross-Cultural Training**

EPA will provide cross-cultural and trust responsibility training opportunities for EPA staff and managers, with assistance of the Tribe.

**f. Participation in Ecosystem/Watershed Protection**

EPA will assist and coordinate with the Tribe in the development of an ecosystem/watershed approach to environmental protection.

**g. EPA Administrative and Management Training**

EPA will provide training to facilitate the Tribe's understanding of the various EPA programs, administrative and management requirements.

**h. Coordinate with the State and Federal Agencies**

EPA, in consultation with the Tribe, will work with the State and other federal agencies to identify cooperative approaches for resolving environmental problems of mutual concern that are identified by the Parties. EPA will provide the Tribe an analysis of the State role in administering federal environmental laws as it currently exists.

**2. Role and Responsibility of the Tribe**

The Tribe will, within available resource constraints

**a. Identify Tribal Priorities**

The Tribe will share existing tribal environmental priorities and will continue to scope and to share existing and future environmental priorities with EPA.

**b. Assist EPA with Programs**

The Tribe will assist in the implementation of those programs for which EPA retains the lead and cooperate with EPA's efforts to enforce and assure compliance with all federal environmental regulations.

**c. Identify Alternative Funding Options**

The Tribe will explore and identify options for long-term funding, including an analysis of program fees, excise taxes and fines as a source of program funding.

**d. Identify Tribal EPA Contacts**

The Tribe agrees to identify a Tribal government representative and/or Tribal staff who will be responsible for receiving and distributing EPA notices, including requests for comment.

**e. Train EPA About Tribal Management**

The Tribe will provide EPA with training and/or other information to facilitate EPA's understanding of the Tribe's culture and its administrative/management requirements.

**3. Other Federal Agencies, State, Regional and Local Governments**

**a. Other Federal Agencies**

The Parties will work with other Federal agencies to carry out their relevant responsibilities, sharing and coordinating the collection of information that pertains to human and environmental health in the Sitka Indian Village and the traditional territory of the Sitka Tribe of Alaska.

**b. Develop Relationships with the State and Other Entities**

Efforts to implement environmental protection for ecosystems will guide the development of working relationship and procedures with federal, state, tribal regional, borough and local agencies.

**c. Assist in Educating Local Governments**

EPA may assist in the Tribe's environmental program initiatives by helping to educate local governments about this Agreement, the joint planning of environmental protection in the Sitka Indian Village and the Sitka Tribe's traditional territory, jurisdiction issues, the trust responsibilities and other aspects of EPA's government-to-

government relationship with the Tribe.

**d. Cooperative Agreements**

Upon the Tribe's request, EPA will provide technical assistance in developing environmental cooperative agreements with state, regional and local governments.

**4. Funding and Technical Assistance**

Recognizing each of the Parties' resource limitations, the Parties will prioritize the environmental programs for which the Tribe seeks EPA assistance. EPA will endeavor, within the constraints of its resources, to provide technical and/or funding assistance requested by the tribe for those priorities.

**C. Communications**

The Parties agree that communications will be conducted as follows:

**1. Designated Key Contacts - Programmatic**

EPA has designated Tribal Coordinator who serves as the primary contact for the Tribe. The Tribe's Coordinator is responsible for assisting the Tribe, as necessary, in working with other Agency staff. The Tribal staff are free to communicate with staff persons at the EPA who are responsible for the relevant program or subject matter. In that instance, the EPA staff person is responsible for notifying the Tribal Coordinator of the communication so that at least one person in the EPA has the 'big picture' of all EPA-STA activities. Tribal staff and management should also feel free to contact the Regional Program Manager regarding programmatic concerns.

The Tribe will identify the Tribal staff person(s) who will serve as the primary contact for the EPA on programmatic issues and concerns, including but not limited to program development and implementation, grants development, grants management and whatever other purposes the Parties agree to.

**2. Designated Key Contacts - Policy**

Tribal staff, management and government should feel free to contact the Regional Tribal Office Director regarding policy

matters. The Tribal Office Director will provide timely policy information to the Tribe, either personally or through the Tribal Coordination.

The Tribe will identify a Tribal contact that the Regional Tribal Office Director can call on for input on Regional tribal policy matters. When decisions that may impact the Tribal environment are being considered, the Tribal Office Director will provide for meaningful Tribal government input, whenever possible.

### **3. Designated Key Contacts - *Leadership***

The Tribal Chairman or the Tribal General Manager, with Tribal Council approval, always has the option of contacting the Regional Administrator and/or Deputy Regional Administrator if a situation arises which warrants their involvement.

#### **D. Issue Resolution**

Both Parties will strive to address matters informally, at the staff level. In the event that staff are unable to resolve a dispute, the issue will be presented to immediate supervisors who will attempt to resolve the dispute. If the dispute is not resolved, each Parties' staff will present the matter to progressively higher level of management until consensus is reached.

In the event consensus is not reached, the matter will be resolved by the Regional Administrator and, after a meeting of the Tribal Council on the topic, the Tribal Chairperson.

Other dispute mechanisms required by statute or regulation may apply to grants or program specific issues.

#### **X. EFFECT OF THIS AGREEMENT**

This Agreement is intended solely to facilitate intergovernmental coordination between the Parties, and grants no rights in third parties nor any right of judicial review. This Agreement is not intended as an enforcement document, and this Agreement, in and of itself, does not create any enforcement responsibilities in the Tribe, above and beyond those that the Tribe already possesses or may win in the future. The Parties do not, by entering into this Agreement, waive any rights, powers, responsibilities, immunities or remedies otherwise available.

## **XI. DURATION, RENEWAL and MODIFICATION**

### **A. Effective Date of Agreement**

This Agreement is effective upon the date of signature by both Parties.

### **B. Duration and Renewal**

This Agreement is self-renewing and will remain in effect until terminated by mutual agreement of the Parties; provided, however, that any Party to this Agreement may withdraw from this Agreement by providing thirty (30) days written notice to the other Party.

### **C. Modification and Amendment**

This Agreement may be modified in writing upon the request of either Party. All modifications must be mutually agreeable, in writing, and signed by the signatories or their duly appointed representatives. Each Party will keep the other informed of proposed and enacted modifications to relevant statutory or regulatory authority, forms, procedures, or priorities. The Parties will endeavor to negotiate and make modifications to this Agreement where it appears appropriate to do so in light of any such proposed or enacted statutes, regulations, forms, procedures, or priorities.

## **XII. SOVEREIGNTY AND DISCLAIMER**

The Parties to this Agreement recognize and respect the sovereignty and legal status of one another. The Parties further recognize that each has and reserves all rights, powers and remedies now or hereafter existing at law or in equity, or by statute, treaty or otherwise. This Agreement does not modify or supersede Agreements with other entities or other Agreement with EPA unless expressly noted.

## **XIII. SAVINGS CLAUSE**

If any provisions or elements of the Agreement are held or decided by law to be invalid, all other provisions of the Agreement remain in full force and effect. If, in the interpretation of the Agreement, the Parties have differing interpretations, an effort will be made to interpret the Agreement in terms that are favorable to the protection of the Tribal environment.

**A. Regulatory Legislation**

If any provisions or elements of the Agreement are held legally or by regulatory legislation to be invalid, all other provisions of the Agreement remain in full force and effect. If, in the interpretation of the Agreement, the Parties have differing interpretations, an effort will be made to interpret the Agreement in terms that are favorable to the protection of the Tribal environment.

**B. Funding Legislation**

If any provisions or elements of the Agreement are held or decided by funding legislation to be invalid, all other provisions of the Agreement remain in full force and effect. If, in the interpretation of the Agreement, the Parties have differing interpretations, an effort will be made to interpret the Agreement in terms that are favorable to the protection of the Tribal environment.

**C. State EPA Agreements**

Nothing in this Agreement is intended to abrogate the State EPA Agreement or Agreements EPA has with other entities. Conversely, Agreements between EPA and other entities shall not abrogate this Tribal Environmental Agreement. In the event EPA has entered into conflicting Agreements, EPA will attempt to facilitate a resolution of the differences. Any elements of the agreement that are designated as invalid shall not abrogate the Agreement or any provisions in the Agreement.

**XIV. SIGNATURES**

The undersigned official representative of the Parties now hereby affirm and concur with the Agreement and do hereby enter into this Agreement on behalf of their respected Parties.

May 4, 1999  
Date

Lawrence Widmark, Jr.  
Lawrence Widmark, Jr., Chairman  
Sitka Tribe of Alaska

May 4, 1999  
Date

Chuck Clarke  
Chuck Clarke, Regional Administrator  
Environmental Protection Agency, Region 10

