

**Memorandum of Understanding
between
the
Sitka Tribe of Alaska
and the
Department of the Interior
National Park Service
Sitka National Historical Park**

This Memorandum of Understanding is entered into by and between the National Park Service, Sitka National Historical Park, hereinafter "NPS" and the Sitka Tribe of Alaska, hereinafter "STA" to recognize areas of mutual concern and support, establish a framework for cooperative relationships and promote communication.

ARTICLE I - INTRODUCTION

This Memorandum of Understanding (MOU) is made and entered into by and between the National Park Service, Sitka National Historical Park (NPS) and Sitka Tribe of Alaska (STA) to facilitate cooperative relationships in the spirit of the National Historic Preservation Act; the Alaska National Interest Lands Conservation Act of 1980; the President's Federal Indian Policy, January 24, 1993; the American Indian Religious Freedom Act of 1978; the Alaska Native Claims Settlement Act of 1971; the Archeological Resource Protection and Repatriation Act of 1990 and the Indian Self-Determination Act of 1975 as amended.

ARTICLE II - BACKGROUND / OBJECTIVES

The purpose of this MOU is to recognize areas of mutual concern and support, promote and enhance communications, and establish a framework for cooperative relationships and initiatives based on perspectives of both the Sitka Tribe of Alaska and Sitka National Historical Park.

Whereas, Sitka National Historical Park (NPS) has been delegated such authority to enter into an MOU with local, state, and federal organizations, and federally recognized tribal governments; and

Whereas, the Sitka Tribe of Alaska (STA) is authorized to enter into an MOU with local, state, and federal agencies under the Constitution of Sitka Tribe; and

Whereas, the NPS and STA have mutual and overlapping interests in documenting and telling a proper account of Tlingit-Russian struggles in the greater Sitka area; and

Whereas, the STA and NPS are interested in continuing to promote the understanding of Tlingit history, culture, and the interpretation of traditions of the Tribe and fulfilling their respective authorities and responsibilities under the authorities listed in Article I of this document; and

Whereas, the NPS in managing Sitka National Historical Park has information and resources beneficial and sensitive to the Tribe, and the Tribe, in managing the Tribal affairs, has information and resources beneficial to the Sitka National Historical Park; and

Whereas, frequent cooperation, sharing of information and expertise are of mutual benefit; and

Whereas, the NPS and STA share an interest in the well keeping, history, use and interpretation of important Tlingit objects maintained in NPS collection; and

Whereas, the NPS seeks the continued input of tribal citizens to improve park operations, planning and community relations;

Now Therefore: to satisfy the mutual responsibilities and interests and to derive mutual public benefits, the Sitka Tribe of Alaska and Sitka National Historical Park agree to engage in a number of activities as detailed below.

ARTICLE III - STATEMENT OF WORK

In consideration of the above premises, the NPS and STA agree as follows:

A. Sitka Tribe of Alaska agrees to:

1. Assist the NPS in identifying, articulating, and facilitating culturally appropriate ways in which the NPS might contact resource persons knowledgeable about Tlingit culture, the Tlingit-Russian battle for Sitka, and past usage of the park grounds.
2. Provide assistance whenever possible to participate in research and educational and developmental activities of mutual interest and benefit including cooperative agreements.
3. Assign a Tribal Liaison Officer who shall be responsible for routine activities and communication between STA and the NPS.

4. Disseminate information to tribal members about the employment opportunities at Sitka National Historical Park, including the Apprenticeship Program for Students in which the NPS is a partner.

5. At least annually provide the STA citizens a report on the activities and achievements which have resulted from this agreement.

6. Provide comments to Sitka National Historical Park on park operations such as park area use, planning, and cultural resources management.

B. Sitka National Historical Park agrees to:

1. Make NPS resources and professional expertise available for the furtherance of this program including cooperative agreements, subject to and in accordance with the applicable Federal laws, regulations, and park planning, and subject to approval by the appropriate NPS personnel.

2. Assign a Liaison Officer who shall be responsible for routine activities and communication between Sitka National Historical Park and the Sitka Tribe of Alaska. In addition this liaison officer will inform STA of relevant NPS training in which the STA might participate.

3. Participate in cooperative historical, ethnographic, and architectural research with STA. Whenever appropriate and mutually agreed upon, the NPS will provide cultural resources and technical assistance such as archaeological and anthropological consultation and advice.

4. Invite further comments concerning park operations, planning, and cultural resources management from the STA. Whereas the Tribe considers the lands and waters within the boundaries of Sitka National Historical Park to be a part of its traditional lands, the NPS will consult with the STA when promulgating regulations and conducting activities pertinent to the Tribe within the park.

5. Regularly advise the Tribe of employment opportunities at Sitka National Historical Park in a timely manner by working with the STA Tribal Employment Rights Officer to provide detailed instructions to applicants for vacant temporary and permanent positions.

6. Include knowledge and familiarity with Tlingit history and culture as a desirable criterion for appropriate Sitka National Historical Park positions.

C. Both parties agree:

1. This MOU in no way restricts the parties from participating with other public and private agencies, organizations, and individuals, or from accepting contributions and donations for other similar agreements or projects.
2. Nothing in this agreement shall obligate any party to expend funds in excess of appropriations authorized by law.
3. Each party agrees that it will be responsible for its own acts and the results thereof; shall not be responsible for the actions of the other party; and each party agrees it will assume to itself any risk under the agreement.
4. Both parties will meet annually in Sitka to discuss methods to implement this agreement.
5. STA and NPS Liaison Officers will work together to facilitate communication between both parties and complete consultation responsibilities.
6. Nothing in the foregoing will be interpreted to prevent or preclude NPS and STA from engaging in joint or supportive activities/initiatives designed to enhance the accomplishment of the objectives of this MOU.

ARTICLE IV - TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect for five years from the effective date of the last signature unless terminated earlier according to Article IX of this MOU. It will be reviewed at that time and renewed if in the best interest of both parties.

ARTICLE V - KEY OFFICIALS

Key officials representing the NPS will be the Superintendent and Park Resources Manager for Sitka National Historical Park.

Key officials representing the Tribe will be the Sitka Tribe of Alaska Chairman and General Manager.

ARTICLE VI - PRIOR APPROVAL

Any amendments, revisions, agenda, extensions, or reaffirmations of this MOU must be in writing and approved and signed by the original signature authority.

ARTICLE VII – REPORTS AND OTHER DELIVERABLES

Not Applicable.

ARTICLE VIII – PROPERTY UTILIZATION

Not Applicable.

ARTICLE IX – MODIFICATION AND TERMINATION

This MOU may be modified only by a written instrument executed by the parties.
This MOU may be terminated by either party with 30 days written notice to the other party.

ARTICLE X – STANDARD CLAUSES

1. Civil Rights

During the performance of this agreement, the participants agree to abide by the terms of USDI-Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin except for the native preference policy of the Sitka Tribe of Alaska.

2. Officials Not to Benefit

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

3. Promotions

STA shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service, or position which STA represents. No release of information relating to this agreement may

state or imply that the Government approves of STA product, service, or position, or considers that product, service, or position to be superior to other products or services.

4. Public Information Release

STA must obtain prior Government approval from the Superintendent, Sitka National Historical Park for any public information releases which refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

ARTICLE XI - AUTHORIZING SIGNATURES

In Witness Hereof, the parties hereto have executed this Memorandum of Understanding on the date set forth below.

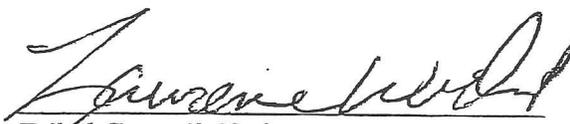
For the National Park Service, Sitka National Historical Park



Superintendent

4/25/04
Date

For the Sitka Tribe of Alaska



Tribal Council Chairman

4-25-04
Date