Appendix G
Co-Management Agreements for
St. Paul and St. George Islands

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Co-Management Agreement Between The Aleut Community of St. George Island and the National Marine Fisheries Service

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AGREEMENT
BETWEEN THE
ALEUT COMMUNITY OF ST. PAUL ISLAND
AND THE
NATIONAL MARINE FISHERIES SERVICE

I. PARTIES AND SCOPE

This document constitutes an agreement between the National Marine Fisheries Service (NMFS) and The Aleut (Unangan) Community of St. Paul Island, Alaska, otherwise referred to as the Parties.

A. This Agreement covers the species *Callorhinus ursinus* and *Eumetopias jubatus*, referred to as the Iaaqun (Unangan) or northern fur seal, and the qawan (Unangan) or Steller sea lion, hereafter referred to as fur seal and sea lion, respectively. It encompasses St. Paul Island, Alaska and associated interaction areas (Walrus, Otter Islands and Sea Lion Rock). However, specific actions taken or recommendations made pursuant to this Agreement may be limited to certain regions or sub-areas, as deemed appropriate.

B. NMFS is the congressionally mandated federal agency responsible for the protection, conservation and management of fur seals and sea lions within jurisdiction of the United States of America.

C. The Tribal Government of St. Paul (TGSNP) represents the conservation and co-management interests of fur seal and sea lion hunters and customary/traditional practices of the Aleut Community of St. Paul Island, Alaska.

II. AUTHORITIES

The Parties recognize and acknowledge that:

A. NMFS has the authority to enter into this Agreement with the TGSNP under Section 119 (16 U.S.C. 1388) of the Marine Mammal Protection Act of 1972, as amended (MMPA), and the Endangered Species Act of 1973, as amended (ESA) (16 U.S.C. 1531 et seq.).

B. The TGSNP has the authority to enter into this Agreement according to its constitution and bylaws for the Aleut Community of St. Paul Island.

III. PURPOSE

The TGSNP, representing the interests of the Unangan (Aleuts) of St. Paul Island and NMFS, representing the interests of the citizens of the United States of America, desire to work in partnership for the purpose of:

A. Promoting the conservation and preservation of fur seals and sea lions;

B. Utilizing traditional knowledge, wisdom and values, and conventional science in research, observation, and monitoring efforts to establish the best possible management actions for the protection and conservation of fur seals and sea lions;

C. Establishing a process of shared local responsibilities regarding the management and research of fur seals and sea lions on behalf of the citizens of the United States;

D. Identifying and resolving through a consultative process any management conflicts that may arise in association with fur seals and sea lions; and

E. Providing information to hunters and the affected community, as a means of increasing the understanding of the sustainable use, management, and conservation of fur seals and sea lions.

To achieve these purposes, this Agreement provides for:

1. Cooperation between members of the TGSNP and NMFS in the conservation and management of fur seals and sea lions for the year 2000 and thereafter; and

2. The establishment of a St. Paul Island Co-Management Council under this Agreement.

IV. BACKGROUND

In April 1994, the MMPA was amended to include Section 119 "Marine Mammal Cooperative Agreements in Alaska." Section 119 formalizes the rights of Alaska Native Organizations to participate in conservation-related co-management of subsistence resources and their use. Section 119 also authorized the appropriation of funds to be transferred by NMFS to Alaska Native Organizations to accomplish these activities.

V. GUIDING PRINCIPLES

A. The best way to conserve and provide for stewardship of fur seals and sea lions critical to traditional practices and the Unangan way of life is through a partnership between the TGSNP and NMFS that provides for full participation by the Unangan of St. Paul, through the TGSNP, in decisions affecting the management of marine mammals used for subsistence purposes .

B. As the primary customary/traditional users of the fur seals and sea lions in the Bering Sea Region, the Aleut Community of St. Paul is committed to long term sustainable use of these animals for cultural continuity, food, clothing, arts, and crafts. The rich Unangan tradition and ancestral interaction with fur seals and sea lions provides a unique understanding and knowledge of these animals.

C. Under the MMPA as amended, NMFS is mandated to employ the best conventional science and natural resource management practices available to maintain marine mammal stocks and populations at levels necessary to sustain customary/traditional uses by indigenous peoples of Alaska, including the Unangan of St. Paul.

D. A key to the success of this partnership is to incorporate the spirit and intent of co-management by building trust and by establishing close cooperation and communication between the two Parties. Shared decision making shall be through consensus, based on mutual respect and understanding the cultural perspective of each party.

VI. CO-MANAGEMENT OF FUR SEALS AND SEA LIONS ON ST. PAUL ISLAND, ALASKA

Understanding that the structure, process and responsibilities associated with the successful implementation of this Agreement and effective co-management of fur seals and sea lions on St. Paul must be clearly defined, the Parties agree that;

A. Operational Structure

1. Regarding the need for a cooperative effort to conserve fur seal and sea lion populations and to maintain a sustainable harvest for traditional uses, the Parties agree to establish a St. Paul Island Co-Management Council (hereafter referred to as Council).

2. Upon the effectness of this Agreement, the TGSNP and NMFS shall each

appoint three (3) members to the Council. The members of the Council shall serve at the pleasure of the Party by which they were appointed. The Council shall select co-chairs by consensus. One (1) co-chair shall be a representative of the TGSNP and one (1) a representative of NMFS.

3. The Council shall hold at least two (2) meetings a year and may hold other meetings, as necessary, at the request of either Party. Council meetings shall be held and conducted on St. Paul Island Alaska, unless mutually agreed otherwise. The Co- Chairs shall circulate a draft agenda for comment two (2) weeks prior to each meeting. A quorum of four (4) members is required to conduct a meeting. Decisions of the Council shall be through consensus, based on mutual respect. Meetings of the Council shall be open to the public.

4. The Council shall perform the following actions:

a. Develop annual management plans, monitoring programs, and research programs for St. Paul Island;

b. Review annually the contents, performance and responsibilities in this Agreement;

c. Review and assess progress towards implementation of this Agreement;

d. Identify challenges to achieving the purpose of this Agreement;

e. Recommend solutions to any identified challenges;

f. Identify future courses of action; and

g. Review laws and regulations governing the subsistence take and use of fur seals and sea lions.

B. Cooperative Responsibilities:

Guided by the Council, the TGSNP and NMFS will share the following responsibilities in each of the subject areas identified:

1. Management Plans: Develop local management plans for fur seals, sea lions, and their associated haul-out and rookery areas. The management plans will be reviewed annually. The management plans will include the topics and items deemed appropriate and necessary by the Council such as:

a. Monitoring and Research Programs; Harvest and Rookery

Management; Local Regulations and Enforcement Plans for the protection of fur seals, sea lions and their haulouts or rookeries;

b. Education and Information; Training; Funding; Summary of recent progress and new information;

c. Outline of future goals and activities; Identify information and conservation needs and; and

d. Other items as deemed necessary.

2. Monitoring Programs: To establish consistent year-round rookery and shoreline observations to document and respond to activities on the rookeries that might include, but not be limited to, wildlife behavior, disturbance, oil spills, and other activities as appropriate. The Parties agree to:

a. Develop and implement long term monitoring programs for local fur seal and sea lion populations, associated rookeries and haul out areas to document and respond to any observed changes;

b. Conduct seasonal debris clean-ups and surveys at rookeries and beaches identified by the Council; and

c. Identify the appropriate equipment, facilities, and technical assistance to conduct rookery and beach clean up programs and surveys as necessary.

3. Research Programs: As advised and monitored by the Council, the Parties agree to promote and continue the following specific research efforts:

a. Assessment of population abundance and trends by stock and, as possible, by sub-areas within those stocks using conventional science methods;

b. Assessment of habitat use and seasonal movements (including information on preferred haulout sites, foraging areas, and prey composition);

c. Assessment of sources of mortality and the extent, timing, and location of such mortality; and

d. Assessment of population status (including age structure, vital rates, and indices of physical condition).

4. Disentanglement Program: To reduce the level of entanglement and effect the release of fur seals and sea lions from marine debris, the Parties agree to promote and continue the following efforts and activities :

a. Collection of information regarding date, location, sex, age, age class, debris type, capture attempts, disentanglements, degree of wound, re-sightings, animals sheared, animals with shear marks, scarred animals, and tagged animals and numbers;

b. Calculation of entanglement rates incorporating data from the annual subsistence fur seal harvest including debris type, width, mesh diameter, twine size and other information as appropriate; and

c. Maintenance of existing research and identification of the appropriate equipment, facilities, and technical assistance to conduct the disentanglement program.

5. Local Opportunities for Scientific Research Projects: Recognizing the need for and value of community awareness and involvement regarding the protection and conservation of fur seals and sea lions, the Parties agree to undertake a collaborative effort to accomplish the following:

a. Establish mentoring opportunities for local youth regarding environmental science and natural resource management;

b. Work with the local school district regarding support of and participation in science fairs and special projects regarding environmental education and natural resource management; and

c. Coordinate with local entities and programs to establish employment opportunities regarding environmental science and natural resource management.

6. Maintenance of Fur Seal Rookeries: To improve the condition and ensure continued use of the fur seal rookery and haulout areas, the Parties agree to:

a. Design, construct, and maintain permanent signs for each rookery;

b. Put up road barricades at Reef, Ketovi, and Northeast Point Rookeries as specified by the governing regulations;

c. Identify the appropriate equipment and materials to maintain the rookery catwalks, tripods, signs, and barricades; and

d. Repair and maintain annually, all catwalks and tripods identified by the Council.

7. Co-Managing the Harvest: To improve and advance the viability and sustainability of the subsistence take of fur seals the Parties agree:

a. To support and continue the annual Humane Observer contract for the subsistence fur seal harvest to ensure that the harvest continues to be conducted in a humane manner;

b. To negotiate and establish the beginning date of each annual fur seal harvest, in accordance with current regulations;

c. That the Tribal Ecosystem Conservation Office (ECO) Co-Directors, in consultation with the Harvest Foreman and the NMFS Representative, and in accordance with current regulations, will determine which fur seal rookery to harvest on a daily basis;

d. That the ECO Co-Directors and Harvest Foreman will accept responsibility for ensuring an absolute minimum of heat stressed animals as is possible. Jointly with the Humane Observer and NMFS Representative, they will have the authority to shut down the harvest for that day due to temperature or other factors contributing to heat stress;

e. The ECO Co-Directors and Harvest Foreman will accept responsibility for keeping the number of females taken to the following levels;

(i). When five (5) females have been killed the harvest will stop for a period of two (2) days so that the harvest workers can discuss the reasons why females were harvested and correct problems contributing to the take of females, and

(ii). When eight (8) females have been killed the harvest may be stopped for that season.

f. The ECO Co-Directors and Harvest Foreman will insure the entire harvest operation is done in an efficient manner to avoid or minimize unnecessary injury and mortality, and also that the harvest fields are left litter-free;

g. The ECO Co-Directors will work with NMFS to promote and establish "full utilization" by making every attempt within the law to use all parts of the animals taken at the harvest. All parts means the pelts, teeth, guts,

bacula ("seal sticks"), carcasses and other inedible by-products of the subsistence harvest the Tribe can use within existing laws and regulations to cover harvest and processing costs;

h. The ECO will conduct local surveys of the subsistence take of fur seals and sea lions. The surveys will include:

(i). Number harvested;
(ii). Number struck and/or lost;
(iii). Total take (harvest plus struck and lost);
(iv). Sex of harvested or recovered animals;
(v). Categories harvested or recovered (number of pups, subadults, or adults);
(vi). Designated fur seal haul outs and sea lion hunting sites as determined annually by the Council; and
(vii). The collection of biological samples if deemed necessary by the Council;

8. Providing Education and Information: Recognizing the value of an informed public regarding the protection, conservation and management of fur seals and sea lions, the Parties agree to:

a. Educate and inform subsistence harvest workers in the most appropriate methods for harvesting and processing fur seals;

b. Educate and inform the Aleut Community of St. Paul about the health and status of northern fur seals and sea lion populations on St. Paul Island including factors contributing to the sea lion's decline or increase;

c. Educate and inform St. Paul sea lion hunters in the proper methods for hunting sea lions;

d. Develop a training and internship program to directly involve local people in harvest monitoring, bio-sampling, and research programs;

e. Involve hunters and customary/traditional users in the development of regulatory and management decisions affecting the subsistence use of fur seals and sea lions through representation on the Council; and

f. Designate the TGSNP as the primary local contact for exchange of information regarding fur seals and sea lions.

C. Training

To establish a fair and equitable co-management relationship and a level of practical experience and technical expertise, the Parties agree to:

1. Work in partnership to develop and provide cross cultural information, including understanding of Unangan ways of life, traditional ways of knowing, local concerns and issues regarding fur seal and sea lion use by the Aleut Community of St. Paul (e.g., food, medicinal, handicraft, arts, and spiritual uses), as well as agency policies, legal and administrative constraints, and scientific approaches for managers, researchers and others coming to the island;

2. Obtain appropriate training for local Conservation Officers in Tribal and federal regulations;

3. Provide mentors and research opportunities for local individuals whenever possible; and

4. Share TGSNP/NMFS planning, research, and data collection procedures and provide appropriate training in those procedures.

VII. CONSULTATION

To facilitate the implementation of this Agreement and ensure an equitable working relationship, the Parties agree that:

A. The TGSNP and NMFS shall consult on a routine basis as set forth in this Agreement. In addition, the TGSNP President and NMFS Representative for St. Paul Island shall communicate on an as needed basis concerning matters related to northern fur seals and sea lions; and

B. Should disagreement arise on interpretation of the provisions of this Agreement (or amendments and/or revisions thereto) that cannot be resolved at the operating level, the Parties shall submit written statements regarding the disagreement to the Council. Within thirty (30) days from receipt of the written statements, the Council shall provide copies to each Party and convene a meeting of the Council for the purpose of resolving the disagreement. If disagreement remains unresolved after the thirty day period and absent a mutual agreement by the Parties to extend the time period, the Council shall refer the matter to higher levels of the respective Parties for appropriate action.

VIII. REGULATION AND ENFORCEMENT

To effectively implement this Agreement, the Parties agree that:

A. The TGSNP recognizes the Secretary of Commerce's authority to enforce the provisions of the MMPA, ESA and Fur Seal Act applicable to the subsistence harvest of fur seals and sea lions; and

B. NMFS recognizes the existing Tribal authority to govern and regulate their members and conduct regarding the traditional uses of fur seals and sea lions, and acknowledges tribal authority to conduct the following in cooperation with NMFS:

1. Conduct rookery disturbance monitoring and local enforcement upon closing of the rookeries and to monitor sea lion hunting activities;

2. Conduct access permitting for the fur seal viewing blinds and fur seal harvest;

3. Develop and implement Tribal ordinances governing the hunting of sea lions and harvesting of fur seal and provide NMFS with up to date Tribal ordinances;

4. Develop and implement effective local processes for informing the public regarding applicable Federal and Tribal laws and regulations;

5. Develop and implement cooperative enforcement plans between Federal, local and Tribal authorities; and

6. Review, recommend, and advise on revisions to federal regulations governing fur seals and sea lions.

IX. FUNDING

A. Recognizing that certain costs may be associated with the implementation of this Agreement, both Parties agree that long term funding for sustained co-management and conservation programs is important for the health of fur seals and sea lions. No financial commitment on the part of any Party is required by this Agreement. Any requirement of this Agreement for the obligation or expenditure of funds by NMFS or TGSNP shall be subject to the availability of appropriated funds.

B. The TGSNP and NMFS will assist each other in seeking funding from a variety of sources to support research and management projects of mutual benefit regarding fur seals and sea lions.

C. TGSNP will submit a yearly budget to NMFS to fulfill specific responsibilities stated in this Agreement for each fiscal year the Agreement is in effect.

D. NMFS will review the annual budget and, after consultation with the TGSNP, will assist with the obligation and provision of funding as deemed appropriate under the authorities specified in Section II (A) of this Agreement.

X. OTHER PROVISIONS

A. Nothing in this Agreement is intended or shall be construed to authorize any expansion or change in the respective jurisdiction of Tribal, Federal, or State Governments over fish and wildlife resources, or alter in any respect the existing political or legal status of Alaska Native entities.

B. Except as expressly provided herein, nothing in this Agreement shall restrict or limit any right or privilege of the TGSNP (Unangan Community of St. Paul) with respect to fisheries, customary/traditional uses, or other use of any species.

C. Nothing herein is intended to conflict with current National Oceanic and Atmospheric Administration or NMFS directives. If the terms of this Agreement are inconsistent with existing laws, regulations, or directives of either of the Parties entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for revision of this Agreement, all necessary changes will be accomplished by either an amendment to this Agreement or by entering into a new Agreement, whichever is deemed expedient to the interests of both Parties.

D. This Agreement will stand as an official management tool for fur seals and sea lions as identified in Section I (A) of this Agreement.

E. Both Parties shall strive to support a policy of "no surprises" concerning contact with the media on potentially sensitive issues pertaining to northern fur seals and Steller sea lions. Each Party shall endeavor to consult with the other prior to initiating contact with the media on topics contained within this Agreement. Under circumstances in which the media initiates contact with one Party, the contacted Party shall inform the other Party and provide details on the nature of the information communicated. In addition, when a Party is contacted by the media concerning issues relevant to this Agreement, that Party shall provide the other Party's contact information to the media representative and request that the media representative contact the other Party.

F. Whenever possible, all scientists who plan to conduct research on behalf of either Party on or around St. Paul (as defined in Section I of this agreement) are required to advise the Council established herein in a timely manner as to the purpose, goals, and time-frame of the research, data gathering techniques, expected results and possible adverse impacts of the proposed research. The Council shall review this information and upon reaching a consensus, may provide comments and recommendations accordingly.

XI. ADOPTION, DURATION, AND MODIFICATION

A. This Agreement shall take effect upon the latest date of signature of the respective Parties and shall remain in effect until terminated by either of the Parties in accordance with the termination provision of this Agreement.

B. Modification of this agreement may be proposed at any time by either Party and shall become effective upon written approval by both Parties.

C. This Agreement may be terminated by either Party by providing forty-five (45) days prior written Notice of Termination to the other Party. Such Notice shall be addressed to the principal contact for the receiving Party.

XII. SIGNATORIES

In Witness Whereof, the Parties hereto have executed this Agreement to be effective as of the last written date below:

National Marine Fisheries Service

6-13-00

James W. Balsiger Date
Administrator, Alaska Region
National Marine Fisheries Service
U. S. Department of Commerce
P. O. Box 21668
Juneau, Alaska 99801

Aleut Community of St. Paul Island

Richard Zacharof Date
President, Tribal Government of St. Paul
P.O. Box 86
St. Paul Island, Alaska 99660

Agreement Between The Aleut Community of St. Paul Island and the National Marine Fisheries Service

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CO-MANAGEMENT AGREEMENT BETWEEN THE ALEUT COMMUNITY OF ST. GEORGE ISLAND AND THE NATIONAL MARINE FISHERIES SERVICE

I. PARTIES AND SCOPE

This document constitutes an agreement between the National Marine Fisheries Service and The Aleut (Unangan) Community of St. George Island, Alaska, otherwise referred to as the Parties.

A. This Agreement covers the species *Callorhinus ursinus* and *Eumetopias jubatus*, referred to as the laaqux (Unangan) or northern fur seal, and the qawax (Unangan) or Steller sea lion, hereafter referred to as fur seal and sea lion, respectively; and in addition, the use and management of the structure referred to locally as the old sealing plant. This Agreement encompasses activities and program developed and/or conducted by the parties on and adjacent to St. George Island, Alaska in the geographical and topical areas specified by the Co-management Council established pursuant to this Agreement.

B. The National Marine Fisheries Service (NMFS) is the congressionally mandated federal agency responsible for the protection, conservation and management of fur seals and sea lions within jurisdiction of the United States of America.

C. The St. George Traditional Council (STGTC), organized pursuant to the Indian Reorganization Act of 1934, is the legally recognized tribal organization for the Aleut people of St. George and it represents the conservation and co-management interests of fur seal and sea lion hunters and customary/traditional practices of the Aleut Community of St. George Island, Alaska.

II. AUTHORITIES

The Parties recognize and acknowledge that:

A. NMFS has the authority to enter into this Agreement with the STGTC under Section 119 (16 U.S.C. 1388) of the Marine Mammal Protection Act of 1972, as amended (MMPA), and the Endangered Species Act of 1973, as amended (ESA) (16 U.S.C. 1531 et seq.), and the Department of Commerce Joint Project Authority (15 U.S.C. 1525).

B. The STGTC has the authority to enter into this Agreement according to its constitution and bylaws for the Aleut Community of St. George Island. Additional guidance is provided by Executive Order #13084, May 14, 1998 ("Consultation and Coordination with Indian Tribal Governments"; 63 FR 27655"); Presidential Memorandum, April 29, 1994 ("Government-to-Government Relations with Native American Tribal Governments", 59 FR No.85).

III. PURPOSE

The STGTC, representing the interests of the Unangan (Aleuts) of St. George Island and NMFS, representing the interests of the citizens of the United States of America, desire to work in partnership for the purpose of:

A. Promoting the conservation and preservation of fur seals and sea lions;

B. Utilizing traditional knowledge, wisdom and values, and the best available science in research, observation, and monitoring efforts to establish the best possible management actions for the protection and conservation of fur seals and sea lions;

C. Establishing a process of shared local responsibilities regarding the management and research of fur seals and sea lions.

D. Identifying and resolving, through a consultative process, any conflicts that may arise in association with the management and conservation of fur seals and sea lions on and adjacent to St. George Island, Alaska.

E. Providing information to hunters and the affected community, as a means for increasing the understanding of sustainable use, management, and conservation of fur seals and sea lions.

F. Establishing a process of shared responsibility for the use, management, operation, and upkeep of the structure locally known as the old sealing plant.

To achieve these purposes, this Agreement provides for:

1. Cooperation between members of the STGTC and NMFS in the conservation and management of fur seals and sea lions for the year 2001 and thereafter, and;

2. The establishment of a St.George Island Co-Management Council under this Agreement.

IV. BACKGROUND

In April 1994, the MMPA was amended to include Section 119 "Marine Mammal Cooperative Agreements in Alaska." Section 119 formalizes the rights of Alaska Native Organizations to participate in conservation-related co-management of subsistence resources and their use. Section 119 also authorized the appropriation of funds to be transferred by NMFS to Alaska Native Organizations to accomplish these activities.

V. GUIDING PRINCIPLES

A. The best way to conserve and provide for stewardship of fur seals and sea lions critical to traditional practices and Unangan way of life, is through a partnership between the STGTC and the federal statutory management authority, which to the maximum extent allowed by law, provides for full participation by Unangan of St. George, through the STGTC, in decisions affecting the management of marine mammals used for subsistence purposes.

B. As the primary customary/traditional users of the fur seals and sea lions on and adjacent to St. George Island, Alaska, the Aleut Community of St. George is committed to long term sustainable use of these animals for cultural continuity, food, clothing, arts, and crafts. The rich Unangan tradition and ancestral interaction with fur seals and sea lions provides a unique understanding and knowledge of these animals.

C. Under the MMPA as amended, NMFS is mandated to employ the best available science and natural resource management practices to maintain marine mammal stocks and populations at levels necessary to sustain customary/traditional uses by Unangan of St. George Island and other indigenous peoples of Alaska.

D. A key to the success of this partnership is to incorporate the spirit and intent of co-management by building trust and by establishing close cooperation and communication between the two Parties. Shared decision making shall be through consensus, based on mutual respect and understanding of each Party's cultural perspectives.

VI. CO-MANAGEMENT OF FUR SEALS AND SEA LIONS ON ST. GEORGE ISLAND, ALASKA

Understanding that the structure, process and responsibilities associated with the

successful implementation of this Agreement and effective co-management of fur seals and sea lions on St. George Island must be clearly defined, the Parties agree that;

A. Operational Structure

1. Regarding the need for a cooperative effort to conserve fur seal and sea lion populations and to maintain a sustainable harvest for traditional uses, the Parties agree to establish a co-management body to be called the St. George Island Co-Management Council (here after referred to as the Co-Management Council).

2. Upon effect of this Agreement, the STGTC and NMFS shall each appoint three (3) members to the Co-Management Council. The members of the Co-Management Council shall serve at the pleasure of the Party by which they were appointed. The Co-Management Council shall select co-chairs by consensus. One (1) co-chair shall be a representative of the STGTC and one (1) a representative of NMFS.

3. The Co-Management Council shall hold at least two (2) meetings a year and may hold other meetings, as necessary, at the request of either Party. Co-Management Council meetings shall be held and conducted on St. George Island Alaska, unless mutually agreed otherwise. The Co- Chairs shall circulate a draft agenda for comment two (2) weeks prior to each meeting. A quorum of four (4) members is required to conduct a meeting. Decisions of the Co-Management Council shall be through consensus, based on mutual respect. Meetings of the Co-Management Council shall be open to the public. The Co-Management Council may also hold executive sessions.

4. The Co-Management Council shall perform the following actions:

a. Develop annual management plans, monitoring programs, and research programs for St. George Island.

b. Annually review the contents, performance and responsibilities in this Agreement.

c. Review and assess progress towards implementation of this Agreement.

d. Identify challenges to achieving the purpose of this Agreement.

e. Recommend solutions to any identified challenges.

f. Identify future courses of action.

g. Review applicable laws and regulations governing the subsistence take and use of fur seals and sea lions for the purpose of making recommendations for appropriate change to NMFS.

B. Cooperative Responsibilities:

Guided by the Co-Management Council and process, the STGTC and NMFS will share the following responsibilities in each of the subject areas identified:

1. **Management Plans:** Develop local management plans for fur seals, sea lions, and their associated haul-out and rookery areas. Develop a management plan for the sealing plant. The management plans will be reviewed annually. The management plans will include the topics and items deemed appropriate and necessary by the Co-Management Council such as:

a. Monitoring and Research Programs; Harvest and Rookery Management; Local Regulations and Enforcement for the protection of fur seals, sea lions and their haul-outs or rookeries;

b. Education and Information; Training; Funding; Summary of recent progress and new information;

c. Outline of future goals and activities; Identify information and conservation needs;

d. A joint-use agreement for the use of the structure locally known as the old sealing plant for fur seal pelt processing, research, and interpretation and:

e. Other items as deemed necessary.

2. **Monitoring Programs:** To establish consistent year-round rookery and shoreline observations to document and respond to unusual or specific events including wildlife behavior, disturbance, oil spills, etc. the Parties agree to;

a. Develop and implement long term monitoring programs for local fur seal and sea lion populations, associated rookeries and haul out areas to document and respond to any observed changes;

b. Conduct seasonal debris clean-ups and surveys at rookeries and beaches identified by the Co-Management Council; and

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c. Identify the appropriate equipment, facilities, and technical assistance necessary to conduct rookery and beach clean up programs and surveys.

3. **Research Programs:** As directed by the Co-Management Council, the Parties agree to promote and continue the following specific fur seal and sea lion research efforts, including, but not limited to:

a. Assessment of population abundance and trends by stock and, as possible, by sub-areas within those stocks using conventional science methods;

b. Assessment of habitat use and seasonal movements (including information on preferred haul-out sites, foraging areas, and prey composition);

c. Assessment of sources of mortality and the extent, timing, and location of such mortality;

d. Assessment of population status (including age structure, vital rates, and indices of physical condition);

4. **Disentanglement Program:** To reduce the level of entanglement and effect the release of fur seals and sea lions from marine debris, the Parties agree to promote and continue the following efforts and activities:

a. Collection of information regarding date, location, sex, age, age class, debris type, capture attempts, disentanglements, degree of wound, re-sightings, animals sheared, animals with shear marks, scarred animals, and tagged animals and numbers;

b. Calculation of entanglement rates incorporating data from the annual subsistence fur seal harvest including debris type, width, mesh diameter, twine size and other information as appropriate;

c. Maintenance of existing research and identify the appropriate equipment, facilities, and technical assistance to conduct the disentanglement program.

5. **Local Opportunities for Scientific Research Projects:** Recognizing the need for and value of community awareness and involvement regarding the protection

and conservation of fur seals and sea lions, the Parties agree to undertake a collaborative effort to accomplish the following:

a. Establish mentoring opportunities for local youth regarding environmental science and natural resource management;

b. Work with the local school district regarding support of and participation in science fairs and special projects regarding environmental education and natural resource management;

c. Coordinate with local entities and programs to establish employment opportunities regarding environmental science and natural resource management.

d. Annually meet for the purpose of assessing progress under this section, and to strategically plan new initiatives.

e. Develop such other activities, projects, and/or programs as the parties may agree to undertake from time to time.

6. **Maintenance of Fur Seal Rookeries:** To improve the condition and ensure continued use of the fur seal rookery and haul-out areas by local people and visitors, the Parties agree to:

a. Design, construct, and maintain permanent signs for each rookery.

b. Such other actions as deemed appropriate by the Co-Management Council.

7. **Co-Managing the Harvest:** To improve and advance the viability and sustainability of the subsistence take of fur seals the Parties agree:

a. To negotiate and establish the beginning date of each annual fur seal harvest, in accordance with applicable federal regulations;

b. That the Harvest Foreman and NMFS Representative will, in accordance with applicable federal regulations determine which fur seal rookery subsistence seal harvesting will be conducted on a daily basis;

c. That the Harvest Foreman will accept responsibility to ensure that the number of fur seals experiencing heat stressed is kept to the absolute minimum number as possible. The Harvest Foreman and the NMFS

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Representative, will have the authority to shut down the subsistence harvest any day when the temperature or other factors contributing to heat stress;

d. The Harvest Foreman will accept responsibility for keeping the number of females taken to the following levels:

(i). When five (5) females have been killed the subsistence harvest will stop for a period of two (2) days so that the subsistence harvest workers can discuss the reasons why females were harvested and correct problems contributing to the take of females.

(ii). When eight (8) females have been killed the subsistence harvest may be stopped for that season.

e. The Harvest Foreman will insure the entire subsistence harvest operation is done in an efficient manner, and which avoids or minimizes unnecessary injury and mortality to the fur seals and the subsistence harvest workers;

f. The Harvest Foreman will ensure that the subsistence harvesting activities will not result in litter or undue damage to habitat and tundra;

g. The Co-Management Council will work with NMFS to promote and establish "full utilization" of fur seals taken in the subsistence harvest by making every attempt to use, to the maximum extent practical and allowed by law, all parts of the animals taken at the subsistence harvest. In addition to edible parts, the term "all parts" includes the pelts, teeth, guts, bacula ("seal sticks"), carcasses and other inedible by-products of the subsistence harvest which may be legally utilized to cover subsistence seal harvest and processing costs.

h. The Co-Management Council will conduct local surveys of the subsistence take of fur seals and sea lions on an annual basis. The surveys will include:

(i). Number harvested.
(ii). Number struck and/or lost.
(iii). Total take (harvest plus struck and lost).
(iv). Sex of harvested or recovered animals.
(v). Categories harvested or recovered (number of pups, sub-adults, or adults).

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(vi). Designated fur seal haul outs and sea lion hunting sites as determined annually by the Co-Management Council.

(vii). The collection of biological samples if deemed necessary by the Co-Management Council.

j. Identify the appropriate equipment, facilities, and technical assistance necessary to conduct the subsistence fur seal harvest.

8. **Providing Education and Information:** Recognizing the imperative and value of an informed public regarding the protection, conservation and management of fur seals and sea lions, the Parties agree to:

a. Educate and inform subsistence harvest workers as to the most appropriate and best available methods for harvesting and processing fur seals;

b. Educate and inform the Aleut Community of St. George as to the health and status of northern fur seals and sea lion populations on St. George Island including factors contributing to the fur seal's and/or sea lion's decline or increase;

c. Educate and inform St. George Island sea lion hunters in the proper methods for hunting sea lions;

d. Develop a training and internship program to directly involve local people in harvest monitoring, bio-sampling, and research programs;

e. Involve hunters and customary/traditional users in the development of regulatory and management decisions affecting the subsistence use of fur seals and sea lions through representation on the Co-Management Council;

f. Designate the STGTC as the primary local contact for exchange of information regarding fur seals and sea lions.

C. Training

To establish a fair and equitable co-management relationship and an appropriate level of practical experience and technical expertise, the Parties agree to:

1. Work in partnership to develop and provide cross cultural training and information for efforts to increase understanding of Unangan ways of life,

traditional ways of knowing, local concerns and issues regarding fur seal and sea lion use by the Aleut Community of St. George (i.e. food, medicinal, handicraft, arts, and spiritual uses). In addition, the training will involve orientation on such issues as agency policies, legal and administrative constraints, and scientific approaches;

2. Obtain appropriate training for a local Conservation Officer, especially regarding the identification and proper documentation of Tribal and federal regulations;

3. Provide mentors and research opportunities for local individuals whenever possible;

4. Network and share STGTC/NMFS planning, research, and data collection procedures with the community of St. George and to provide the appropriate training in those procedures.

VII. CONSULTATION

To facilitate the implementation of this Agreement and ensure an equitable working relationship, the Parties agree that:

A. The STGTC and NMFS shall consult on a routine basis as set forth in this Agreement. In addition, the STGTC President and NMFS Representative for St. George Island shall communicate on an "as needed basis" concerning matters related to northern fur seals and sea lions that either Party deems suitable for such consultation.

B. Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the Parties shall submit written statements regarding the disagreement to the Co-Management Council created herein. Within thirty (30) days from receipt of the written statements, the Co-Management Council shall provide copies to each Party and convene a meeting of the Co-Management Council for the purpose of resolving the disagreement. In the event that the disagreement remains unresolved after the thirty day period and absent a mutual agreement by the Parties to extend the time period, the Co-Management Council shall refer the matter to higher levels of the respective Parties for appropriate action.

VIII. REGULATION AND ENFORCEMENT

To effectively implement this Agreement, the Parties agree that:

A. The STGTC recognizes the Secretary of Commerce's authority to enforce the provisions of the MMPA, ESA and Fur Seal Act applicable to the subsistence harvest of fur seals and sea lions.

B. NMFS recognizes the existing STGTC authority to govern and regulate their own members and their conduct regarding the traditional uses of fur seals and sea lions, and all parties acknowledge the authority of the tribe to conduct the following in cooperation with NMFS:

1. Conduct rookery disturbance monitoring and local enforcement upon closing of the rookeries and to monitor sea lion hunting activities;

2. Conduct access permitting for the fur seal viewing blinds and subsistence fur seal harvest;

3. Develop and implement Tribal ordinances governing the hunting of sea lions and harvesting of fur seal and provide NMFS with up to date Tribal ordinances;

4. Develop and implement an effective local processes for informing the public regarding fur seal and sea lion federal and tribal laws and regulations;

5. Review, recommend, and advise on revisions to federal regulations governing fur seals and sea lions.

IX. FUNDING

Recognizing that certain costs may be associated with the implementation of this Agreement, both Parties agree:

A. That long term funding for sustained co-management and conservation programs is important for the health of fur seals and sea lions. No financial commitment on the part of any Party is required by this Agreement. Any requirement of this Agreement for the obligation or expenditure of funds by NMFS or STGTC for the use of staff or agency resources provided by specific appropriations, shall be subject to the availability of appropriated funds.

B. The STGTC and NMFS will assist each other in seeking funding from a variety of sources to support research and management projects of mutual benefit regarding

fur seals and sea lions, as stated in this Agreement.

C. The STGTC will submit a yearly budget to NMFS to fulfill specific responsibilities stated in this Agreement for each fiscal year the Agreement is in effect.

D. The NMFS will review the annual budget and after consultation with the STGTC, will assist with the obligation and provision of funding as deemed appropriate under the authorities specified in Section II (A) of this Agreement.

X. OTHER PROVISIONS

A. Nothing in this Agreement is intended or shall be construed to authorize any expansion or change in the respective jurisdiction of Tribal, Federal, or State Governments over fish and wildlife resources, or alter in any respect the existing political or legal status of Alaska Native entities.

B. Except as expressly provided herein, nothing in this Agreement shall restrict or limit any right or privilege of the STGTC (Unangan Community of St. George Island) with respect to fisheries, customary/traditional uses, or other use of any species.

C. Nothing herein is intended to conflict with current National Oceanic and Atmospheric Administration or NMFS statutory requirement and mandate. If the terms of this Agreement are inconsistent with existing laws, regulations, or legal mandates of either of the Parties entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for revision of this Agreement, all necessary changes will be accomplished by either an amendment to this Agreement or by entering into a new Agreement, whichever is deemed appropriate to the interests of both Parties.

D. This Agreement will stand as an official management tool for fur seals, sea lions and the structure locally know as the old seal plant as identified in Section I (A) of this Agreement.

E. Both Parties shall strive to support a policy of "no surprises" concerning contact with the media on potentially sensitive issues pertaining to northern fur seals and Steller sea lions. Each Party shall endeavor to consult with the other prior to initiating contact with the media on topics

contained within this Agreement. Under circumstances in which the media initiates contact with one Party, the contacted Party shall inform the other Party and provide details on the nature of the information communicated. In addition, when a Party is contacted by the media concerning issues relevant to this Agreement, that Party shall provide the other Party's contact information to the media representative and request that the media representative to contact the other Party.

F. All scientists who plan to conduct research on behalf of either Party on or around St. George Island as defined in Section I of this agreement are required to advise the Co-Management Council established herein in a timely manner as to the purpose, goals, and time frame of the research, data gathering techniques, expected results and possible adverse impacts of the proposed research. The Co-Management Council shall review this information and upon reaching a consensus, may provide comments and recommendations accordingly.

XI. ADOPTION, DURATION, AND MODIFICATION

A. This Agreement shall take effect upon the latest date of signature of the respective Parties and shall remain in effect until terminated by either of the Parties in accordance with the termination provision of this Agreement.

B. Modification of this agreement may be proposed at any time by either Party and shall become effective upon approval by both Parties.

C. This Agreement may be terminated by either Party by providing forty-five (45) days prior written Notice of Termination to the other Party. Such Notice shall be addressed to the principal contact for the receiving Party.

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XII. SIGNATORIES

In Witness Whereof, the Parties hereto have executed this Agreement to be effective as of the last written date below:

National Marine Fisheries Service

for Philip J. Lin 7/22/01

James Balsinger Date
Administrator, Alaska Region
National Marine Fisheries Service
U. S. Department of Commerce
P. O. Box 21668
Juneau, Alaska 99801

Aleut Community of St. George Island

Boris R. Merculief

Boris Merculief Date
President, St. George Traditional Council
P.O. Box 940
St. George Island, Alaska 99591

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