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

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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 laaqudan (Unangan) or northern fur seal *Callorhinus ursinus*, qawan (Unangan) or Steller sea lion *Eumetopias jubatus*, and isuĝin (Unangan) or harbor seal *Phoca vitulina*, hereafter referred to as laaqudan, qawan, and isuĝin, respectively. It encompasses St. Paul Island, Alaska and associated interaction areas (Walrus Island, Otter Island, 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 laaqudan, qawan, and isuĝin within the jurisdiction of the United States of America.

C. The Aleut Community of St. Paul Island Tribal Government (ACSPI) is the federally recognized tribe representing the conservation and co-management interests of laaqudan, qawan, and isuĝin hunters, subsistence users, and customary and 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 ACSPI under Section 119 (16 U.S.C. § 1388) of the Marine Mammal Protection Act of 1972, as amended (MMPA) (16 U.S.C. §§ 1361-1407);

B. NMFS has the authority to manage laaqudan, qawan, and isuĝin under the MMPA, as well as the authority to manage qawan under the Endangered Species Act of 1973, as amended (ESA) (16 U.S.C. §§ 1531-1544) and the authority to manage laaqudan under the Fur Seal Act (FSA) of 1966 (16 U.S.C. §§ 1151-1175); and,

C. The ACSPI 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 ACSPI, representing the interests of 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 laaqudan, qawan, and isuĝin;

B. Utilizing indigenous and 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 laaqudan, qawan, and isuĝin;

C. Sharing responsibilities regarding the cooperative management and conservation, including research, of laaqudan, qawan, and isuĝin on behalf of the citizens of the United States;

D. Identifying and resolving through a collaborative and consensus process any management conflicts that may arise in association with laaqudan, qawan, and isuĝin; and,

E. Providing information to hunters, subsistence users, the broader St. Paul community, and the citizens of the United States as a means of increasing the understanding of the sustainable subsistence uses, cooperative management, and conservation of laaqudan, qawan, and isuĝin.

To achieve these purposes, this Agreement provides for:

a. Cooperation between members of the ACSPI and NMFS in the conservation and management of laaqudan, qawan, and isuĝin for the year 2019 and thereafter; and,

b. The continuation of the St. Paul Island Co-Management Council, established under the original Co-Management Agreement signed in 2000, under this Agreement.

IV. BACKGROUND

In April 1994, the MMPA was amended to include Section 119 "Marine Mammal Cooperative Agreements in Alaska" (16 U.S.C. § 1388). Section 119 formalized 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. In 2000, NMFS and ACSPI signed the original co-management agreement to implement Section 119 regarding the subsistence use of laaqudan and qawan. NMFS and ACSPI identified the need to revise the co-management agreement to better achieve the purposes of co-management and to promote conservation. That process began in 2015, and an outcome of that process is this Agreement, which once effective is intended to replace the original co-management agreement signed in 2000.

V. GUIDING PRINCIPLES

A. The best way to conserve and provide for stewardship of laaqudan, qawan, and isuĝin critical to traditional practices and the Unangan way of life is through a partnership between the ACSPI and NMFS that provides for full participation and contribution by Unangan of St. Paul, through the ACSPI, in decisions affecting the conservation and co-management of marine mammals used for subsistence purposes.

B. As the primary customary/traditional users of laaqudan, qawan, and isuĝin in the region of St. Paul Island, the ACSPI 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 laaqudan, qawan, and isuĝin provide a unique understanding and knowledge of these animals.

C. Under the MMPA, NMFS is mandated to employ the best conventional science and natural resource management practices available to conserve and restore marine mammal stocks and populations to their "optimum sustainable population" level (16 U.S.C. § 1383b(b)(2)). In Alaska NMFS manages marine mammal stocks to ensure an abundance level sufficient to sustain customary/traditional uses by indigenous peoples of Alaska, including Unangan of St. Paul, consistent with the requirements of the MMPA (16 U.S.C. § 1371(b)), and NMFS's federal trust responsibilities.

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 will be through consensus, based on mutual respect and understanding of each Party's cultural perspectives.

VI. CO-MANAGEMENT OF LAAQUDAN, QAWAN, AND ISUĜIN ON ST. PAUL ISLAND, ALASKA

Understanding that the structure, process, and responsibilities associated with the successful implementation of this Agreement and effective conservation and co-

management of laaqudan, qawan, and isuĝin on St. Paul must be clearly defined, the Parties agree that:

A. Operational Structure

1. Regarding the need for a cooperative effort to conserve laaqudan, qawan, and isuĝin populations and to maintain a sustainable harvest for traditional uses, the Parties agree to maintain the St. Paul Island Co-Management Council (hereafter referred to as Council), as was established by the original Agreement in 2000.

2. Upon the execution of this Agreement, the ACSPI and NMFS will each appoint three (3) members to the Council. The ACSPI and NMFS each will also identify an alternate. Members and alternates of the Council will serve at the pleasure of the Party by which they were appointed. Alternates may attend Council meetings to remain informed on all issues but will not contribute to establishing a quorum or reaching consensus on any issues when all members are present from the Party the alternate represents. The Council will select co-chairs by consensus. One (1) co-chair will be a representative of the ACSPI and one (1) co-chair will be a representative of NMFS.

3. The Council will hold at least two (2) formal meetings a year and will hold other informal meetings, as necessary. In addition, the Council may hold additional meetings at the request of either Party. Frequent and regular communication between the Parties is essential to effective collaboration, information-sharing, and consensus. Formal Council meetings will be held and conducted on St. Paul Island, Alaska, unless mutually agreed otherwise. The co-chairs will circulate a draft agenda for comment at least two (2) weeks prior to each meeting. A quorum of four (4) members is required to conduct a formal meeting. Decisions of the Council will be through consensus, based on mutual respect. Meetings of the Council will be open to the public. Informal meetings will be held regularly to address the Cooperative Responsibilities outlined below. Informal meetings do not require a quorum of members and are advisory or informational in nature. Informal meetings are not required to be open to the public.

4. The Council will perform the following actions:

    a. Establish a process of shared local responsibilities regarding the conservation, co-management, and research of laaqudan, qawan, and isuĝin;

    b. Develop an annual co-management plan for laaqudan, qawan, and isuĝin on St. Paul Island; and,

c. Review annually the contents, priorities, challenges, implementation, and future courses of action related to this Agreement.

B. Cooperative Responsibilities

Guided by the Council, the ACSPI and NMFS will share the following responsibilities regarding the conservation and co-management of and research on laaqudan, qawan, and isuĝin:

1. Co-Management: To establish the best possible co-management actions for the protection and conservation of laaqudan, qawan, and isuĝin, the Parties agree to:

    a. Review laws and regulations governing the subsistence take and use of laaqudan, qawan, and isuĝin, and consider proposing updates or amendments as necessary;

    b. Develop, conduct, and evaluate education and outreach programs; and,

    c. Develop a co-management plan for laaqudan, qawan, and isuĝin that is approved by the Council annually. The current approved co-management plan will remain in effect until a new plan is approved by the Council. The co-management plan will establish measures as necessary that the Council will implement regarding:

        i. The timing and frequency of subsistence activities;

        ii. The location of subsistence activities;

        iii. The individuals authorized to participate in subsistence activities;

        iv. Monitoring to ensure that subsistence activities are conducted in accordance with current Federal regulations and the co-management plan. Monitoring data will include:

            a. Total number, including total struck and lost, of laaqudan, qawan, and isuĝin taken;
            b. Sex and age class of laaqudan, qawan, and isuĝin recovered; and,
            c. Characterize the nature of effects on non-targeted marine mammals.

v. The interim female laaqudan mortality threshold to temporarily suspend laaqudan subsistence use, in addition to the female mortality termination threshold specified in the Federal regulations;

vi. Other measures deemed necessary to ensure that subsistence use of marine mammals continues to be conducted in a humane and non-wasteful manner, such as:

a. Minimizing effects on non-targeted marine mammals;

b. Maximizing detection and avoidance of female laaqudan; and,

c. Minimizing struck and lost seals.

vii. Provisions that allow for in-season adjustments to any annual management measures within the parameters of applicable Federal regulations.

2. Research: To employ the best indigenous, traditional, and conventional science for the protection and conservation of laaqudan, qawan, and isuĝin, the Parties agree to:

a. Develop and maintain a research program for laaqudan, qawan, and isuĝin on St. Paul Island and their associated haulout and rookery areas. The research program will be reviewed annually to prioritize projects and will be updated as necessary. The research program will identify information and conservation needs, outline activities by each Party, identify future goals, and include topics and items deemed appropriate and necessary by the Council, such as:

i. Long-term data collection programs;

ii. Sampling programs;

iii. Population abundance and status;

iv. Habitat use and seasonal movements;

v. Sources of natural and human-caused mortality; and,

vi. Disentanglement programs.

b. The Parties agree to seek opportunities to undertake joint research regarding topics beyond subsistence given mutual agreement, interest, and needed skills involved to complete the work based on mutual interest in improving the overall health of these species in the St. Paul marine ecosystem.

VII. CONSULTATION

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

A. The ACSPI and NMFS will consult on a routine basis as set forth in this Agreement. In addition, the ACSPI President and NMFS Representative for St. Paul Island will communicate on an as-needed basis concerning matters related to laaqudan, qawan, and isuĝin; and,

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 will submit written statements regarding the disagreement to the Council. Within thirty (30) days from receipt of the written statements, the Council will 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 will 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 ACSPI recognizes the Secretary of Commerce's authority to enforce the provisions of the MMPA, ESA, and FSA applicable to the subsistence use of laaqudan, qawan, and isuĝin. The ACSPI will continue to provide related information to NMFS as requested and via regular co-management reporting avenues, and will conduct the following in cooperation with NMFS:

1. Issue and record registration permits or refer individuals to NOAA's Office of Law Enforcement for documentation of collected marine mammal hard parts, in accordance with current Federal regulations;
2. Issue and record permits for laaqudan viewing blinds, in accordance with current Federal regulations;
3. Local posting of rookery signs upon opening and closing of the rookeries, in accordance with current Federal regulations;

4. Develop and implement effective local processes for informing the public regarding applicable Federal laws and regulations; and,
5. Review, recommend, and advise on revisions to Federal regulations governing subsistence use of laaqudan, qawan, and isuĝin.

B. NMFS recognizes the existing Tribal authority to govern and regulate their members and members' conduct regarding the traditional uses of laaqudan, qawan, and isuĝin and acknowledges Tribal authority to conduct the following:

1. Develop and implement Tribal ordinances governing the subsistence use of laaqudan, qawan, and isuĝin;
2. Issue and record permits for observing the laaqudan juvenile male subsistence use, in accordance with current Tribal ordinances;
3. Conduct rookery disturbance monitoring;
4. Develop and implement a Tribal Enforcement Plan to cover violations of Tribal law by Tribal members; and,
5. Develop and implement effective local processes for informing the public regarding applicable Tribal ordinances.

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 conservation and management of laaqudan, qawan, and isuĝin. No financial commitment on the part of either Party is required by this Agreement. Any requirement of this Agreement for the obligation or expenditure of funds by NMFS or ACSPI will be subject to the availability of appropriated funds.

B. The ACSPI and NMFS will collaborate and communicate regularly and transparently in seeking funding from a variety of sources to support research and management projects that benefit laaqudan, qawan, and isuĝin on St. Paul Island, as stated in this Agreement. The ACSPI and NMFS commit to regular and timely information sharing in this regard.

X. OTHER PROVISIONS

A. Nothing in this Agreement is intended or will 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 will restrict or limit any right or privilege of the ACSPI (Unangan Community of St. Paul 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 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 will be invalid, but the remaining terms and conditions not affected by the inconsistency will 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. Both Parties will strive to support a policy of "no surprises" concerning contact with agencies, the media, or the general public on potentially sensitive issues pertaining to laaqudan, qawan, and isuĝin. Each Party will endeavor to consult with the other prior to initiating contact with agencies, the media, or the general public on topics contained within this Agreement. When an agency or media outlet initiates contact with one Party regarding issues related to laaqudan, qawan, and isuĝin on St. Paul Island, the contacted Party will inform the other Party and provide details on the nature of the information communicated. In addition, when a Party is contacted by an agency or media outlet concerning issues relevant to this Agreement, that Party will provide the other Party's contact information to the agency or media representative and request that the person contact the other Party. Both Parties will make every reasonable attempt to coordinate information that will be provided to agencies, the media, or the general public on potentially sensitive issues pertaining to laaqudan, qawan, and isuĝin.

E. Whenever possible, all scientists affiliated with ACSPI or NMFS who plan to conduct research on behalf of either Party on or around St. Paul (as defined in Section I of this agreement) will advise the Council in writing in a timely manner and before research is initiated as to the purpose, goals, timeframe, methods, expected results, and possible adverse impacts of the proposed research. The Council will review this information and upon reaching a consensus, may provide comments and recommendations accordingly.

F. This agreement has no effect on land designations under the Transfer of Property Agreement of 1974 between NMFS and the Tanadgusix Corporation, including Government Withdrawals, Government Withdrawals under Joint Use Agreement, Not Withdrawn subject to Joint Use, and Available for Selection by the Village Corporations.

XI. ADOPTION, DURATION, AND MODIFICATION

A. This Agreement will take effect upon the latest date of signature of the respective Parties and will automatically renew annually unless terminated by either of the Parties in accordance with the termination provision of this Agreement. At least once every three years, the parties will review this agreement to determine whether it should be revised or cancelled.

B. Once effective, this Agreement supersedes in its entirety the original Agreement signed in 2000.

C. Modification of this Agreement may be proposed at any time by either Party and will become effective upon approval by both Parties.

D. 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 will 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

for Robert DeMecum 1/27/20

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

Aleut Community of St. Paul Island

1/20/2020

Amos T. Philemonoff, Sr. Date
President, Aleut Community of St. Paul Island
Tribal Government of St. Paul Island
P.O. Box 86
St. Paul Island, AK 99660