

Memorandum of Agreement
Between the State of Idaho and the Nez Perce Tribe
Concerning Coordination of Wolf Conservation and Related Activities in
Idaho

April 2005

1. PREAMBLE

- A. The State of Idaho (State) (as acknowledged in the Governor's Proclamation on State/Tribal Governmental Relations dated July 3, 2002; Appendix A) and the Nez Perce Tribe (Tribe) recognize and respect the authorities, rights, and sovereignty of each respective government, proclaim a policy to promote cooperation and good relations between governments, and commit their respective departments and agencies to maintain a government-to-government relationship in all interactions.
- B. The Governor and the Chairman have made reciprocal commitments to each other with respect to gray wolves. The Governor has committed to developing "an agreement between the Nez Perce Tribe and the State of Idaho delineating roles in the management of gray wolves," and suggested including "wolf harvest, management coordination, and funding." The Chairman has replied that "[t]he Tribe is committed to being a part of effective... wolf conservation and management addressing the diverse interests and concerns of Idahoans."
- C. The State and Tribe recognize that the wolf population in Idaho is linked with wolf recovery goals in Wyoming and Montana and will require coordinated efforts with those states.
- D. The Memorandum of Agreement (Agreement) demonstrates to the federal government, and others, our good faith efforts to responsibly and effectively conserve wolves for the long-term, while addressing wolf related concerns of Idaho citizens.
- E. This agreement delineates how the State and Tribe will exercise their own unique authorities to work in concert as sovereign governments to maintain self sustaining wolf populations and to avoid the potential of wolves returning to federal protection.

2. PURPOSE

- A. This Agreement is intended to promote coordination and communication in the conservation of wolves in Idaho, in which the State and Tribe share a mutual concern.
- B. The purposes of this Agreement are to:
 - i. Designate responsibilities for each party with respect to wolf conservation in Idaho.
 - ii. Outline strategies for jointly obtaining funds for wolf conservation.
 - iii. Delineate a process for considering and recommending quantity of sport and subsistence harvest of wolves according to a fair share agreement between the Tribe and State.

3. DEFINITIONS

- A. Information and Education – Coordinated and proactive balanced effort to increase long-term tolerance among the general public for wolf populations in Idaho. Efforts involving a broad range of wolf related topics such as wolf biology, ecology, and conservation focused towards elevating the awareness of the general public through informal presentations, a variety of media outlets, and posters and brochures.
- B. Monitoring - Activities carried out to collect biological information to document, assess, record, and report wolf population parameters of interest. Such activities include but are not limited to aerial and ground tracking of wolves to document status, activities, distribution, and movements of wolves; assessing numbers of wolves, wolf packs, and litters to determine and track population status in terms of breeding packs and population trends and estimates; capturing and collaring wolves to help collect needed and required monitoring information; surveying for wolf presence in areas of undocumented wolf status; collecting other related biological and ecological data to facilitate and promote responsible conservation of wolves; summarizing and analyzing collected data; sharing collected data regularly and/or upon request; and working to publish results of statewide monitoring efforts in white papers, popular articles, and scientific publications.
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- C. Nez Perce Tribe (Tribe) – The sovereign government of the Nez Perce Tribe as represented by the Nez Perce Tribal Executive Committee.
- D. Outreach – Coordinated proactive efforts to reduce wolf-human conflicts. Specific efforts working with affected publics, organizations, communities, and governments focused on resolving identified immediate and future wolf related issues and concerns such as wolf-livestock and wolf-ungulate interactions.
- E. State of Idaho (State) – The State of Idaho as represented by the Governor, the Office of Species Conservation, the Idaho Department of Fish and Game, and the Idaho Fish and Game Commission.
- F. Tribe/Department of Fish and Game MOA - The Memorandum of Agreement between the Nez Perce Tribe and the Idaho Department of Fish and Game (Department) signed on 24 January 1992 (Appendix B).
- G. Control - Wolf activities carried out by state, federal, and/or tribal agencies in response to confirmed wolf depredation on domestic livestock, as defined in the *Idaho Wolf Conservation and Management Plan*.
- H. Research – Research efforts carried out to further our understanding and conservation of wolves in Idaho. Research topics may focus on wolf-livestock interactions, wolf-ungulate interactions, and public attitudes regarding wolves and wolf conservation.
- I. Operational Strategies – Operational level strategies that will be developed by the State and Tribe and are needed to fully support and implement the policy direction contained in the *Idaho Wolf Conservation and Management Plan*.

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- J. Geographic boundaries – For the purposes of this Agreement, the boundaries as set forth in Table 1 correlate to the Idaho Department of Fish and Game Clearwater Region as defined in the Idaho Department of Fish and Game policy A-102 Administrative Regional Boundaries, and the Northern geographic half of the Southwest Region as defined in the Idaho Department of Fish and Game policy A-102 Administrative Regional Boundaries, known as the McCall Subregion.

4. PRINCIPLES OF THE AGREEMENT

- A. Biology should drive wolf population and harvest decisions.
- B. The parties will coordinate at technical and policy levels to achieve the terms and conditions of this Agreement in the most efficient way possible, such as jointly gathering data; working together to collect needed information; and making wolf harvest, and conservation decisions based on that information.
- C. The Tribe and the State recognize that they have retained respective harvest management authorities independent of each other. The Tribe and State further recognize that each are entitled to a fair share of any available wolf harvest allowable within the goal of maintaining a self-sustaining viable wolf population in Idaho.
- D. The State and Tribe will collaboratively establish wolf population goals. In addition, post-delisting, the State and Tribe will also collaboratively establish harvest goals and objectives, together with fair share allocations within the open and unclaimed lands as specified on the attached map (Appendix C) identified for purposes of this Agreement. Harvest goals and objectives will be consistent with the Idaho *Wolf Conservation and Management Plan*, and based on the best available biological data. Both parties agree to discuss wolf population and harvest goals and objectives statewide which may affect state and tribal harvest within the open and unclaimed lands as specified on the attached map (Appendix C).

5. TIMELINE

- A. Prior to delisting and execution of this Agreement, both parties operated under authorities from the U.S. Fish and Wildlife Service (Service) according to respective cooperative agreements.
- B. Upon signing of this Agreement, the Tribe and State agree to respect and support each other's sovereign authority to implement and execute their roles and responsibilities set forth in this Agreement as outlined below:
 - i. Upon signing of this Agreement and before delisting, the parties recognize federal oversight of wolf management. The State and Tribe agree to modify their respective

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cooperative agreements with the Service to reflect the terms, conditions, and commitment in this Agreement. During this period, all portions of this Agreement will be implemented by the parties except for authorities retained by the Service including but not limited to policy direction, investigation of wolf mortalities, and implementation of wolf control actions.

- ii. In the event that, following execution of this Agreement but prior to delisting, federal statutes or regulations are adopted or amended so as to allow the Tribe or State to assume responsibilities currently only authorized by law to be conducted by the Service, then this Agreement will be implemented to the full extent allowed under the new federal statute or regulation.
- iii. This Agreement will be fully implemented upon delisting.

6. DISCLAIMER

- A. This Agreement concerns wolves and how the State and Tribe will exercise their own unique authorities to work in concert, as two sovereign governments, to maintain self sustaining wolf populations and to avoid the potential of wolves returning to federal protection. This agreement does not affect either party's authority in any other context or for any other purpose. It does not expand or diminish any inherent, constitutional or statutory authority or jurisdiction possessed by either party, and its execution and implementation do not constitute an admission by either party to the existence or scope of any such authority or jurisdiction. Absent consent by the other party, neither party shall rely upon or cite this Agreement as precedent or evidence, of authority over activities subject to the Agreement.
- B. This Agreement is intended to facilitate the State's and Tribe's conservation of wolves in the state and commits the parties to cooperatively resolving issues pursuant to the principles established in this Agreement for its duration. The State and Tribe agree to forego any other litigation against each other over wolf harvest and control issues in Idaho during the Agreement's term.
- C. Under the State-Tribal Relations Act (Idaho Code 67-4003), the State cannot increase or decrease its political power, its agencies' power, or the governmental power of an Indian tribe.

7. ROLES AND RESPONSIBILITIES

- A. Upon implementation of this Agreement, the Tribe and State agree to support each other in the exercise of their own unique authorities to work in concert, as two sovereign governments to maintain self sustaining wolf populations through assuming and

exercising the roles and responsibilities according to the geographic boundaries as set forth in table 1 below.

Table 1. Shared roles and responsibilities of the State and the Tribe for the long-term conservation of wolves in Idaho.

Task	Nez Perce Tribe	State of Idaho and IDFG	Wildlife Services	Fish & Wildlife Service
Monitoring	Clearwater Region and McCall Subregion and other areas as agreed to; coordinated through Technical Committee	Rest of State; coordinated through Technical Committee	Assist as requested	Review annual monitoring reports to assure ESA requirements
Outreach	Clearwater Region and McCall Subregion; coordinated through Technical Committee	Statewide; coordinated through Technical Committee	Coordinate with State and Tribe	N/A
Information and Education	Clearwater Region and McCall Subregion; coordinated through Technical Committee	Statewide; coordinated through Technical Committee	N/A	Coordinate with State and Tribe as requested
Research	Coordinate with State on research issues, particularly on those issues that may affect tribal harvest	Coordinate with Tribe on research issues, particularly on those issues that may affect tribal harvest	Assist as requested	
Funding	Coordinate a joint annual budget request, based on responsibilities and starting at estimated funding levels to conduct work highlighted herein	Coordinate a joint annual budget request based on responsibilities and starting at estimated funding levels to conduct work highlighted herein	Provide annual funding for wolf control through Memorandum of Understanding with State	Provide funds for annual obligations
Control	Assist in Clearwater Region and McCall Subregion and other areas as requested	Assist statewide	Existing Memorandum of Understanding with WS statewide	Assist statewide
Law Enforcement	Enforce Tribal Code.	Enforce State Code.	N/A	None after delisting

8. TECHNICAL AND POLICY COMMITTEES

- A. For the purposes of this Agreement, the Policy Committee will coordinate policy level issues between the State and Tribe regarding wolves.
- B. Membership of the Policy Committee will be comprised of four (4) representatives appointed by the Tribe by resolution of the Nez Perce Tribal Executive Committee, and four (4) representatives of the State including the Administrator of the Office of Species Conservation (OSC), a member of the Fish and Game Commission, an Idaho Department of Fish and Game Regional Supervisor, and an elected official to be appointed by the Governor. The Policy Committee will meet at least twice per year.
- C. The Policy Committee will operate on a majority vote and will review, adopt, amend, or reject recommendations forwarded from the Technical Committee including but not limited to wolf harvest issues, wolf population and monitoring issues, Operational Strategies, and other issues forwarded for consideration by either party. Recommendations adopted by the Policy Committee will be forwarded to the Nez Perce Tribal Executive Committee and the Idaho Fish and Game Commission for consideration and action.
- D. A Technical Committee will be established, including at least one biologist from the Department, or his or her designee, as appointed by the Director of the Department; and at least one Tribal Wildlife biologist, or his or her designee, as appointed by the Director of the Tribal Wildlife Program. The Technical Committee will meet formally at least twice per year.
- E. The Technical Committee reviews and discusses all issues relating to wolves that may affect either party's abilities to perform their respective duties under this Agreement. Regular communications will be necessary to assure constant coordination. Recommendations of the Technical Committee will be consistent with the *Idaho Wolf Conservation and Management Plan* and supporting Operational Strategies post delisting, and according to Service policy pre-delisting.
- F. Through the Technical Committee, the State and Tribe will coordinate in collecting respective wolf population and harvest data, developing and attaining wolf population and harvest goals, conducting research and reporting and publishing data, developing strategies and guidelines for monitoring wolves, ascertaining what wolf control actions will be authorized, developing long-term approaches to wolf/livestock/ungulate interactions, and develop Operational Strategies to support full implementation of the *Idaho Wolf Conservation and Management plan*. The Technical Committee will also be responsible for developing annual work plans and developing budgetary recommendations reflecting annual workloads and coordinating recommendations with the OSC in a timely fashion to meet congressional appropriations request time frames.
- G. Disagreement(s) within the Technical Committee will be brought to a mutually agreed upon facilitator or some other neutral party to be paid for equally to help come to an

agreement. Reasons for disagreement will be well documented. However, if the Technical Committee cannot resolve the disagreement with outside assistance, the item(s) will be passed on to the Policy Committee for an attempted resolution.

- H. The Policy Committee will make good faith facilitated efforts to resolve disputed issue(s).
- I. At no time will legal authorities of either the Tribe or the State be impinged upon. Authorities of both governments are sovereign and this Agreement does not affect such sovereignty.
- J. Any issue(s) not resolved by the Policy Committee may be resolved between the Chairman and the Governor.

9. FAIR SHARE ALLOCATION AND HARVEST

A. The State and Tribe agree to make decisions regarding the harvest of wolves using the decision-making process described in section 8 (POLICY AND TECHNICAL COMMITTEES) of this Agreement. Harvest of wolves will be consistent with the goal of maintaining a self-sustaining viable wolf population in Idaho.

B. Fair Share Allocation

- i. For purposes of this Agreement, a fair share is not an exact amount, but rather is an agreed to harvest allocation to guide the apportionment of the harvestable surplus, if any of wolves. The State and Tribe agree that a specific fair share allocation is not a specific annual target, but rather is a guideline. It is not expected that each party will harvest their exact share annually. Neither party will carry over an un-harvested portion of its allocation from one year to the next.
- ii. The parties agree that the process outlined in section 8 (POLICY AND TECHNICAL COMMITTEES) of this Agreement will be followed to establish, review, and modify annual harvest goals and objectives, and further agree to review and modify if necessary the fair share allocation as established in this section. It is the intention and expectation of the parties that the policy-makers will base decisions on available biological data and population objectives in setting fair share allocations which are in the best interest of the wildlife resources and both parties.
- iii. This Agreement establishes the Fair Share Allocation as follows:

<u>Harvestable Surplus</u>	<u>Allocation Formula</u>
50 or less	50% Tribe : 50% State
51 - 75	45% Tribe : 55% State; not < 25 for Tribe
76 - 100	40% Tribe : 60% State; not < 34 for Tribe
greater than 100	35% Tribe : 65% State; not < 40 for Tribe.

- iv. The fair share allocation formula will be applied to the identified harvestable surplus within the open and unclaimed lands as specified on the attached map (Appendix C), identified for purposes of this Agreement. Neither party is obligated to harvest their entire allocated share of the animals.
- v. Reevaluation of harvest allocation and implementation, as set forth in this Agreement, will occur every five years.

C. Harvestable Surplus

- i. Determination of harvestable surplus will be based on sound biological data, will account for other human-caused and natural mortality factors, will be conservative to ensure continued population viability, and will be identified only at population level of more than 15 packs; as defined by the Idaho section of the Department of Interior Federal Delisting Proposal for Gray Wolves in the Northern Rocky Mountains. State and Tribal harvest may be allowed in lieu of agency control as a method to resolve verified livestock depredations by wolves in cases where lethal control has been authorized, as outlined in the *Idaho Wolf Conservation and Management Plan*.
- ii. The Technical Committee will meet annually to determine the number of harvestable wolves statewide based on shared Tribal and State monitoring data. Harvest quotas will be set conservatively to maintain viable, self-sustaining populations. The Technical Committee's determination of the distribution of the identified harvestable surplus will reflect the distribution of wolf packs across the state to insure a continued well distributed wolf population. For purposes of allocating harvestable surplus among the parties, the Technical Committee will then determine the level of harvest to be attained within the open and unclaimed lands as specified on the attached map (Appendix C), identified for purposes of this Agreement.

D. Harvest Regulations

- i. Each party will set wolf regulations, if any harvestable surplus is identified, to achieve population and harvest goals and objectives as well as fair share harvest allocations established in this Agreement.
- ii. The State will establish and promulgate wolf harvest regulations through its regulatory process to administer harvest by hunters under state jurisdiction. Hunters under state jurisdiction will be subject to state enforcement.
- iii. The Tribe will establish and promulgate wolf harvest regulations through its Tribal Code and its regulatory process to manage harvest by all enrolled Nez Perce tribal members. Hunters under tribal jurisdiction will be subject to tribal enforcement.
- iv. Both parties agree to monitor the harvest of wolves they respectively regulate and report harvest annually to each other.

10. BUDGET

- A. Continued federal funding through annual appropriations, a dedicated trust fund or other means is of critical importance to the Tribe and State and success of this Agreement. The Tribe and State recognize the benefits of working together to secure needed funding. The Tribe and State agree to develop and submit joint federal and/or other appropriation requests required to implement this Agreement. Both parties commit not to advocate for positions contrary to the submitted request that could compromise portions, or all of, the request and/or either party's ability to successfully carry out its role and responsibilities outlined in this Agreement.
- B. For the purpose of arriving at the annual joint appropriations request, the Technical Committee, in coordination with OSC, will develop a budget based on the needs of the Tribe and State. OSC will transmit the appropriations request to the Idaho Congressional Delegation. Budgets will reflect annual workloads.
- C. The Tribe and State will individually decide how to allocate their apportioned funding to best address their respective roles and responsibilities outlined in this Agreement. It is recognized that the State and Tribe may allocate differing levels of funding for similar tasks as the cost per unit effort may vary across the state. Both parties agree that inflationary increases will be built into annual appropriation requests. The Tribe and State agree to apportion all federally appropriated funds available (including trust funds, Service program funds, Congressional add-ons) for the life of this agreement as follows (See section 12(d) for more information about section 10(c)):
 - i. If the combined joint annual appropriations for the Tribe and State exceed \$1.2 million dollars, the State and Tribe agree to apportion the request and or the available funding 69% for the State and 31% for the Tribe, but not to be less than \$375,000 dollars.
 - ii. If the combined appropriations for the Tribe and State are less than \$1.2 million dollars, but are equal to or exceed \$1,000,000 the Tribal budget will be \$375,000 dollars.
 - iii. If the combined State and Tribe appropriations are less than \$1,000,000 the Tribe and State agree to apportion the funding on the basis of 64% for the State and 36% for the Tribe.

11. INFORMATION SHARING

- A. Close coordination of activities and timely sharing of information between the Tribe and State at a technical level is important to maintain an effective and responsive program. The State and Tribe agree to closely coordinate their respective wolf activities and share information on a regular and timely fashion regarding population growth, movements, and pack formation and documentation; depredations; control actions considered; control actions authorized; and other issues related to wolf conservation according to protocols

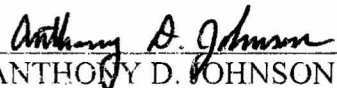
developed by the Technical Committee, as established in Section 8 (POLICY AND TECHNICAL COMMITTEES) of this Agreement.

- B. The Tribe and State agree to share data collected by either party. Data sharing includes but is not limited to wolf population data, harvest data, control data, monitoring data, and telemetry location data in a timely fashion.
- C. Both parties recognize the proprietary nature of collected data and commit to collaborate on reports, articles, publications, and other informational media involving shared data.
- D. The State and Tribe will seek partnership opportunities for needed research and agree to collaborate on research reports and publications involving shared data.
- E. To the extent permissible under state law, the State will not share data collected by the Tribe with third parties without first notifying the Tribe and disclosing that the data was collected by the Tribe. The State will also not use this data in submitting scientific articles for publication without collaboration with the Tribe.

12. TERM, AMENDMENT, AND TERMINATION

- A. This Agreement shall take effect on the last date of signing and shall remain in effect until terminated by either party.
- B. This Agreement may be modified or amended at any time by written mutual consent of both parties.
- C. This Agreement may be terminated by written mutual consent of both parties at any time, or by either party after providing ninety (90) days written notice from the Governor of the State of Idaho or the Chairman of the Nez Perce Tribal Executive Committee of intent to terminate after the Policy Committee has engaged in good-faith facilitated efforts to resolve the concerns leading to give such notice.
- D. Five years after the date the federal government issues a notice removing wolves in Idaho from the endangered species list, the terms and conditions of section 10 (c) will no longer be effective. The parties shall be free to renew, revise or take other action to replace the language in section 10 (c) as mutually agreed in writing by both parties.

IN WITNESS THEREOF each party hereto has caused this Agreement to be executed by an authorized official on the date set forth below.



ANTHONY D. JOHNSON
Chairman, Nez Perce Tribal
Executive Committee



DIRK KEMPTHORNE
Governor

Date: 5/04/05

Date: April 7, 2005



REBECCA A. MILES
Secretary, Nez Perce Tribal
Executive Committee

Date: 5/3/05

APPENDIX A

Governor's Proclamation on State/Tribal Governmental Relations

July 3, 2002



Executive Department
State of Idaho

The Office of the Governor
Proclamation

State Capitol
Boise

STATE/TRIBAL GOVERNMENTAL RELATIONS

WHEREAS, the Nez Perce Tribe resides within the State of Idaho; and

WHEREAS, this tribal government occupies a unique place in our federal system of government, possessing certain inherent sovereign powers of self-government; and

WHEREAS, the unique status of Indian tribes in our federal system is recognized in Article 21, Section 19, of the Idaho Constitution; and

WHEREAS, the State of Idaho recognizes and respects the authority, rights, and sovereignty of tribal governments and endeavors to promote cooperation and good relations with the Indian tribes residing within its borders;

NOW, THEREFORE, I, DIRK KEMPTHORNE, Governor of the State of Idaho, do hereby proclaim the State of Idaho's policy of cooperation with tribal governments and its commitment to maintaining a government-to-government relationship with tribal governments, and I further direct that this policy shall guide state agencies and departments in all interactions with tribal governments.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Idaho at the Capitol in Boise on this third day of July in the year of our Lord two-thousand and two and of the Independence of the United States of America the two hundred twenty-sixth and of the Statehood of Idaho the one hundred thirteenth.


DIRK KEMPTHORNE
GOVERNOR





DIRK KEMPTHORNE
GOVERNOR

December 13, 2001

The Honorable Samuel N. Penney
Chairman
Nez Perce Tribal Executive Committee
P.O. Box 305
Lapwai, Idaho 83540

Dear Chairman Penney:

I forwarded you a copy of a letter by which I directed my Office of Species Conservation (OSC) to investigate the potential delisting of the gray wolf under the Endangered Species Act. I specifically charged OSC to work with you and other partners in the region who share a stake in the wolf issue. Please consider this invitation to continue that partnership further by starting development of an agreement between the Nez Perce Tribe and the State of Idaho delineating roles in the management of gray wolves in and adjacent to the Nez Perce Tribe treaty territory after delisting.

I suggest that these discussions should include wolf harvest, management coordination, and funding. Even though the bulk of discussions under these topics pertain to the post-delisting management arrangement, please understand that I value your advice and leadership on the current issue of delisting. Because there are many partners in this complicated issue, we expect these talks to proceed over several months time, with the goal of concluding on or before March 2002.

The OSC has assigned Greg Schildwachter to this issue. Greg will work closely with OSC Administrator Jim Caswell and Jeff Allen. I am advised that Greg and Jim have already met with members of the Nez Perce Tribe's Natural Resource staff, and I look forward to our continuing collaboration on the delisting of the gray wolf.

Sincerely,

A handwritten signature in black ink, appearing to read "Dirk Kempthorne", written over a large, stylized circular flourish.

DIRK KEMPTHORNE
Governor

DK:tm



Nez Perce

TRIBAL EXECUTIVE COMMITTEE

P.O. BOX 305 • LAPWAI, IDAHO 83540 • (208) 843-2253

January 25, 2002

The Honorable Dirk Kempthorne
Governor
State Capitol
Boise, ID 83720

RE: Invitation to Develop Wolf Delisting Agreement

Dear Governor Kempthorne:


The Nez Perce Tribe thanks you for your invitation to discuss and develop an agreement between the Nez Perce Tribe and the State of Idaho delineating post-delisting roles in the management of gray wolves.

The Tribe appreciates your willingness to commit state government to working cooperatively with the Tribe on this important and challenging issue. The Tribe is committed to being a part of effective post-delisting wolf conservation and management addressing the diverse interests and concerns of Idahoans. A positive working relationship between the Tribe and the State of Idaho on management and policy levels is essential to the effective future management of wolves.

Aaron Miles Sr., Natural Resource Department Manager; Keith Lawrence, Wildlife Program Director; and Curt Mack, Gray Wolf Recovery Coordinator for the Tribe, have been assigned to work with your staff in the Office of Species Conservation on this issue. I will request Aaron Miles Sr. contact Greg Schildwachter to arrange the next meeting to initiate discussions.

The Tribe looks forward to continuing collaborative efforts as we develop plans for the future of wolf management in Idaho.

Sincerely,


Samuel W. Penney
Chairman

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APPENDIX B

Tribe/Department of Fish and Game MOA

January 24, 1992

MEMORANDUM OF AGREEMENT

Between the

DEPARTMENT OF FISH AND GAME, STATE OF IDAHO

and the

NEZ PERCE TRIBE

This Memorandum of Agreement (MOA) is entered into this 24th day of January 1992 by and between the Idaho Fish and Game Commission, hereinafter referred to as the "State," and the Nez Perce Tribe, hereinafter referred to as the "Tribe." Nothing in this MOA shall be deemed as a concession by either party of any claim of authority, jurisdiction or rights, including treaty rights.

STATEMENTS OF MUTUAL CONCERN AND AGREEMENT

The purpose of the MOA is to promote cooperation, communication, and appreciation of fish and wildlife resources and associated activities.

The State and Tribe share mutual concerns for protection, perpetuation and restoration of existing and historic runs of salmon and steelhead of the Snake River Basin, as well as other indigenous fish and wildlife species.

The State and Tribe share mutual interests in resolving issues before Snake River, Columbia River, Pacific Northwest and international forums involving regional fish and wildlife resources.

The State and Tribe recognize that a unified approach and resolution of issues by communication and negotiation is essential for the well-being of fish and wildlife resources.

POINTS OF AGREEMENT

A. The State and Tribe will form a joint fisheries technical committee, which will meet twice each year to exchange information and coordinate cooperative efforts.

B. The State and Tribe will form a joint wildlife technical committee, which will meet in the fall each year to monitor and evaluate Dworshak wildlife mitigation activities, exchange information and coordinate cooperative efforts.

C. Minutes of the Technical Committee meetings and technical data generated by the Committees will be forwarded to the Executive Committee and to the Director of the Department and the Commission.

D. The Idaho Fish and Game Commission and Director will meet with the Nez Perce Tribe Executive Committee at least twice a year for policy discussions to explore ways to cooperatively work together, exchange information, review joint technical committee reports, and resolve issues. A spring meeting will focus primarily on fishery matters and a fall meeting will focus primarily on wildlife and habitat matters.

E. The Director and Tribal Chairman of the Fisheries and Wildlife Committee will meet periodically to develop common understandings and communicate appropriate information.

F. The State and Tribe will sponsor a policy forum for Snake River fish and wildlife interests to collectively address issues affecting the welfare of fish and wildlife resources.

TERM OF AGREEMENT

This MOA shall take effect upon the last date of signature below. Either party may terminate this agreement upon sixty (60) days notice in writing.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Agreement.

Richard E. Meier
Chairman, Idaho Fish and Game Commission

1-24-92
Date

Charles H. Hayes
Chairman, Nez Perce Tribe

Jan. 24, 1992
Date

WITNESSED BY:

Lucile D. Anderson
Governor, State of Idaho

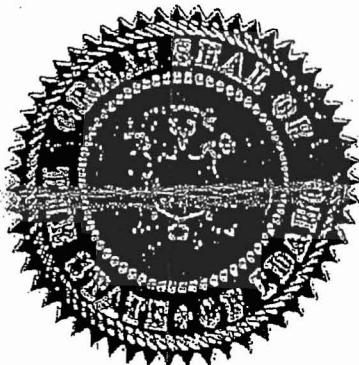
1-24-92
Date

Samuel N. Penney
Chairman, Nez Perce Tribe
Fish, Wildlife, and Water Subcommittee

1-24-92
Date

Greg M. Conley
Director
Idaho Department of Fish and Game

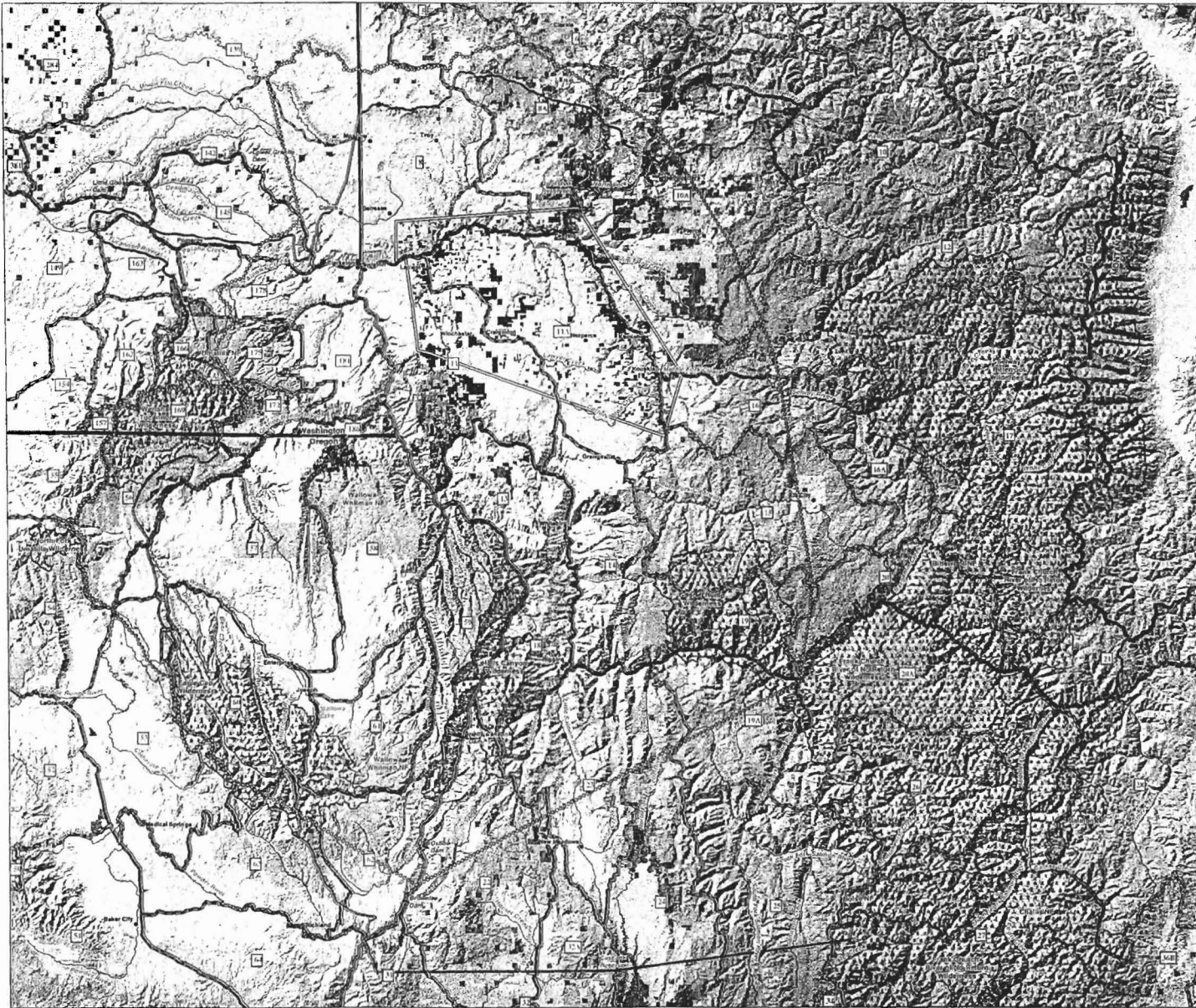
1/24/92
Date



APPENDIX C

Areas Identified for the Purposes of this Agreement

Territory of the Nez Perce Tribe - Game Management Units



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Legend

- Cities & Towns
 - Rivers / Streams
 - Dams
 - NPT 1863 Reservation
 - NPT 1855 Reservation
 - ICC NPT Territory
 - Wilderness Area
 - Game Management Units
 - State Boundary
- Ownership**
- Private
 - Water
 - Forest Service
 - Corps of Engineers
 - Bureau of Land Management
 - National Park Service
 - State Land
 - Idaho Fish & Game (Mitigation)
 - Tribal Land

Vicinity Map



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