

EXHIBIT T

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**DEPARTMENT OF THE INTERIOR**  
**NATIONAL PARK SERVICE**  
**GLACIER BAY NATIONAL PARK AND PRESERVE**  
**and**  
**HOONAH INDIAN ASSOCIATION**  
**To**  
**ESTABLISH A FRAMEWORK FOR COOPERATIVE GOVERNMENT-TO-**  
**GOVERNMENT RELATIONSHIPS**

**PREAMBLE**

This memorandum of understanding (MOU) is made and entered into by and between Glacier Bay National Park and Preserve (GBNPP) a unit of the National Park Service (NPS) and Hoonah Indian Association (HIA), the federally recognized tribal government of the Huna Tlingit. The purpose of the MOU is to facilitate government-to-government relations through effective coordination, open and timely communication, meaningful consideration of the interests and priorities of the parties, and cooperative efforts on programs and projects of mutual interest.

Glacier Bay National Park encompasses much of the traditional homeland of the Huna Tlingit who sustained themselves for countless generations on the rich bounty of the area's marine and terrestrial environments. The unique human culture that developed within this landscape is replete with stories, songs, artwork, regalia, place names, and personal names which inextricably tie clans and individuals to particular places within Glacier Bay. Despite migrations away from homeland and periods of alienation, Huna Tlingit culture depends on an ongoing relationship to places of clan origin, epic battles, tragic and triumphant events, and resource gathering within the park. The Huna Tlingit were, and remain, cultural stewards of the lands and waters that now comprise Glacier Bay National Park.

Presidential proclamations of 1925 and 1939 and the 1980 Alaska National Interest Lands Conservation Act (ANILCA; Title 1, Section 101) established Glacier Bay National Monument, and later Glacier Bay National Park and Preserve. Based on enabling legislation, the purpose of Glacier Bay National Park and Preserve is to preserve its accessible tidewater glaciers, superlative scenic grandeur, historic value, and unique opportunities for the study of glaciers and associated plant and animal community successional processes. The area is preserved to protect fish and wildlife populations and their habitats; unaltered and undisturbed ecosystems and opportunities for scientific research; wilderness resource values; and related recreational opportunities. In addition to the enabling legislation, an array of laws, regulations, departmental and agency policies, and park-specific management plans guide the management of Glacier Bay National Park and Preserve. Many of these speak to the special relationship NPS has with the federally recognized tribal government and NPS's responsibility to preserve the historic, ethnographic, and archaeological resources associated with traditional people.

Hoonah Indian Association was chartered in 1939 as a federally recognized Tribe in accordance with and by authority of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), and May 1, 1936 (49 Stat. 1250). Under terms of their constitution, the HIA is authorized "To negotiate with the Federal and Territorial (now State) Governments on behalf of the Association and to

advise and consult with representatives of the Interior Department on all activities of the Department that may affect the HIA” (Hoonah Indian Association Constitution, Article V, Sec. 1 [a]). HIA represents the four primary clans of the Huna Tlingit as well as other enrolled tribal members. The traditional territory of the Huna Tlingit (as outlined in the HIA Constitution) encompasses the lands and waters of Glacier Bay, Icy Strait, Cross Sound, the outer coast of Glacier Bay, and the northern portion of Chichagof Island (in Tongass National Forest). Clans, and individual tribal members, continue to be nourished, both physically and spiritually, by connection with their traditional homeland. The ongoing relationship between tribal members and the tangible and intangible resources of Glacier Bay are vital to the living Huna Tlingit culture.

#### **STATEMENT OF MUTUAL BENEFIT AND INTEREST**

The missions, mandates, and policies of GBNPP and HIA overlap in many areas. The NPS mission statement, derived from the Organic Act of 1916, outlines the general principle that park natural and cultural resources and values are to be preserved unimpaired “for the enjoyment, education, and inspiration of this and future generations.” Glacier Bay’s Foundation Statement details park-specific significance statements that reflect, in greater detail, this overarching mandate to manage park resources and values for this and future generations. These statements outline GBNPP priorities including protecting the areas ecological integrity and diversity, fostering opportunities for scientific study, gathering and protecting records of human use, and recognizing the cultural and spiritual significance of the area to living communities.

Likewise, the Huna Tlingit consider themselves to be stewards of Glacier Bay, responsible for protecting and appropriately managing both tangible and intangible resources encompassed within what is now the park. The Tlingit concept of “*haa shagoon*” – referring to a tribe’s origin or heritage (its ancestral past) as well as its destiny or fate – ties living Huna Tlingit to ancestral souls as well as future generations dependent upon the Glacier Bay homeland. The Huna people see themselves as part of, not separate from, the Glacier Bay ecosystem and responsible for maintaining the relationships between plants, animals, inanimate resources, and humans – those currently living, those past, and those yet to be born. As the sovereign government of the Huna Tlingit, HIA acts on behalf of its clans and tribal members to protect and maintain the traditional lands and associated resources important to past, current, and future generations and is responsible for cultivating and advancing the culture and life ways dependent upon those resources.

The parties, thus, have mutual interest in working cooperatively on matters related to:

**Sustainable Ecosystems** –*GBNPP and HIA are both committed to maintaining the rich diversity of marine and terrestrial resources of Glacier Bay and recognize that responsible, carefully conceived management will ensure sustainable ecosystems.*

**Cultural Sites**- *GBNPP is not only mandated by law to preserve the array of pre-historic and historic archaeological sites including burial sites, village sites, fort sites, as well as sacred sites but recognizes the value of such places to the Huna Tlingit, the research community, and the American public. For the Huna Tlingit, such sites represent a vital physical and spiritual connection to ancestral times.*

**Cultural Knowledge** – *Both parties recognize that the vast body of cultural knowledge currently available must be preserved and transmitted to future generations of Huna Tlingit and made available, as appropriate, to managers for incorporation in policy, research efforts, interpretive materials, and management decisions. GBNPP is mandated to preserve the rich ethnographic resources associated with the Huna Tlingit homeland in Glacier Bay.*

**Public Education** – *Glacier Bay attracts thousands of visitors annually who, while typically drawn to the area by the scenery and wildlife, are nonetheless intrigued by the rich human story of Tlingit adaptation to this dynamic landscape. NPS's 2011 Call to Action directed the Service to advance its educational missions. HIA is also interested in increasing public understanding of the Huna Tlingit's inextricable tie to homeland and is committed to cooperative interpretive and educational efforts toward that end.*

**Climate of Respect** – *Both parties acknowledge that conflicting mandates, poor communication, and limited cooperation led to strained relationships in the past and recognize that a healthy partnership must be premised on a climate of mutual respect, honesty, transparency, and a willingness to openly explore opportunities for collaboration.*

**Leveraging Funds** – *GBNPP and HIA have successfully collaborated on numerous programs and projects in recent years, often partnering to share personnel, equipment, and funding. Ever-tightening budgets will necessitate increased efforts to collaboratively develop funding approaches for new and ongoing programs and priorities. Both parties recognize that leveraging funds has become essential.*

**Relationship with Homeland** – *GBNPP and HIA has worked cooperatively with an array of community partners for more than 20 years to strengthen and maintain tribal members' connection with their Glacier Bay homeland. For the Huna Tlingit, a meaningful relationship with homeland is essential to sustaining the culture itself. GBNPP is not only mandated to protect the array of ethnographic resources dependent upon a living cultures' continued connection to homeland, but also recognizes that tribal members who have meaningful, ongoing connections to their Glacier Bay homeland and are armed with sound traditional skills will ultimately become more engaged in the effective management of park resources.*

## **1.0 PURPOSE**

The purposes of this MOU are to: (a) support effective, efficient, timely and respectful consultation, communication and discourse between GBNPP and HIA; (b) improve coordination of policies, programs, and projects of mutual interest to the signatory parties; (c) facilitate the sharing of information and expertise; (d) collaboratively develop and implement mechanisms for maintaining and improving the enduring connection between the Huna Tlingit and their traditional homeland in Glacier Bay; and (e) promote collaboration in the protection, use, and conservation of the resources and values associated with Glacier Bay National Park.

## **2.0 AUTHORITIES**

The parties enter into this MOU under the authorities of their respective powers, including, but not limited to:

- The National Park Organic Act, 16 USC§1 et seq.;
- Glacier Bay National Park Enabling Act;
- The National Historic Preservation Act (NHPA), 16 USC §§470 et seq. as amended;

- The Archaeological Resources Preservation Act (ARPA), 16 USC §§470aa et seq. as amended;
- The Native American Graves Protection and Repatriation Act (NAGPRA) 25 USC §§3000 et seq., as amended;
- The American Indian Religious Freedom Act (AIRFA) 42 USC §§1996 et seq., as amended;
- Executive Order (EO) 13007 (Indian Sacred Sites, May 24, 1996);
- The EO on Consultation and Coordination with Indian Governments 13175 (November 6, 2000);
- EO 12898 “Federal Actions to Address Environmental Justice in Low Income and Minority Populations” (February 11, 1994);
- The National Environmental Policy Act (NEPA) 42 USC §§4371 et seq., as amended;
- NPS Management Policy on Consultation ((NPS 2006:5.2.1);
- The Indian Reorganization Act (IRA) of June 18, 1934 (48 Stat. 984), and May 1, 1936 (49 Stat. 1250);
- Executive Memorandum on Government-to-Government Relations with Native American Tribal Governments, April 29, 1994. (F.R. DOC # 94-10877, May 4, 1994).

### **3.0 OBJECTIVES**

**3.1 Enhance Cooperative Relationship:** Establish and implement a framework for a cooperative government-to-government relationship between the parties based on mutual understanding, shared goals and objects, and a willingness to collaborate.

**3.2 Improve Consultation:** Clarify protocols for formal and informal consultation and/or review of proposed actions that potentially affect HIA such that HIA has adequate opportunity for substantive input on the management of park programs and resources.

**3.3 Share Knowledge:** Promote the sharing of knowledge, expertise, and skills such that park resources are well managed, scientific endeavors are rigorous and multidisciplinary, and interpretive/educational efforts are well rounded and integrated. At the discretion of HIA, use traditional knowledge in NPS research, management, and interpretation and build upon HIA’s capacity to contribute to the NPS management of GBNPP.

**3.4 Collaborate on Areas of Mutual Concern:** Identify areas of mutual concern and interest and collaboratively develop and prioritize programs, projects, and mechanisms for addressing them. In particular, work cooperatively to protect and preserve the archaeological, ethnographic, historic and other culturally significant natural resources associated with GBNPP.

**3.5 Enhance Program/Project Coordination:** Promote collaboration on programs, projects and activities of mutual interest and benefit to the parties, sharing technical expertise and information and collaborating on integrated funding proposals.

**3.6 Build Interagency Teams:** Facilitate the creation of inter-agency teams to address issues of mutual concern and seek opportunities to include tribal members in NEPA processes.

**3.7 Improve Tribal Access:** Promote and facilitate tribal members’ access to, and meaningful relationship with, Glacier Bay as traditional homeland.

3.8 **Promote Public Understanding:** Promote public understanding of the history, traditions, life ways and living culture of the Huna Tlingit and their inextricable relationship with Glacier Bay.

#### 4.0 OBLIGATIONS OF THE PARTIES

##### 4.1 Mutual Obligations

4.1.1 Each party shall officially designate its **principal point of contact**, and/or delegate, for matters pertaining to this MOU, and ensure that the other party is provided with current contact information.

4.1.2 The parties will identify and pursue **opportunities to collaborate** on programs, projects, and activities lending themselves to partnership. In particular, the parties will strive to support the implementation of mutually beneficial projects and look for ways to collaborate on funding such projects.

4.1.3 The parties will share, as appropriate, **natural, cultural, and other resources data** and to protect, to the maximum extent permitted by law, information that HIA or the NPS deem to be confidential or sensitive. Nothing in this agreement mandates the sharing of data.

4.1.4 The parties will **formally meet** at least once annually with HIA's Board of Directors and appropriate NPS personnel to review past and ongoing programs and projects related to this MOU, cooperatively outline future priorities, and resolve areas of mutual concern. An annual work plan, tiered from the MOU, will be cooperatively prepared as a product of this meeting.

4.1.5 The parties will collaboratively develop general protocols to ensure additional **consistent, timely, and frequent communication** between the parties including:

- Identifying activities, events, processes, programs, or conditions that would initiate formal consultation
- Identifying activities, events, processes, or conditions that would require informal consultation or notification
- Identifying a mutually agreed upon mechanism(s) for relaying information regarding general activities, events, processes, programs and conditions including, but not limited to, formal correspondence, email, telephone contact, or personal transmittal of said information

4.1.6 The parties will collaboratively develop and maintain mechanisms to ensure that information on relevant programs, projects, events, issues and opportunities is **widely disseminated to, and understood by, tribal members.**

4.1.7 The parties will cooperatively develop an annual **Tribal Access Plan (Access Plan)** to facilitate tribal members' access into Glacier Bay and will meet annually to evaluate the Access Plan and refine it as necessary. The Access Plan will detail, but will not be limited to:

- (a) a list of authorized activities within Glacier Bay,
- (b) a list of proposed sponsored trips to, or opportunities in, Glacier Bay,
- (c) a method for facilitating tribal access during the visitor use season.

The parties understand that all activities conducted while in the park by HIA tribal members will be in compliance with existing law, regulations and policy regarding the management of Glacier Bay National Park.

4.1.8 The parties will collaboratively implement programs designed to meet the intent of the Huna Tlingit Traditional Gull Egg Use Act (S. 156, H.R. 3110) enacted on 25 July 2014 and the 2010 Record of Decision on the Legislative Environmental Impact Statement on Harvest of Glaucous-Winged Gull Eggs by Huna Tlingit in Glacier Bay National Park.

4.1.9 The parties will collaboratively develop programs for the **Huna Tribal House** that addresses the facility's mission and objectives.

4.1.10 The parties will collaboratively develop protocols for collecting, preserving, protecting, and sharing **traditional knowledge** including clan-owned stories, songs, artwork, place names and history. These protocols will guide NPS and other use of traditional knowledge in interpretive programs and materials, including programs at the Huna Tribal House; administrative documents including Traditional Cultural Property Nominations, NEPA documents, park-specific management plans; and management decisions.

4.1.11 The parties will pursue opportunities for collaboratively developing **research programs** on natural and cultural resource issues of mutual interest and, when possible, incorporate staffing from both parties in reviewing research proposals, permits, draft products, etc.

4.1.12 The parties will encourage **cross training** by sharing information about relevant training opportunities including park-sponsored training, conferences of mutual interest, and other training opportunities.

## **4.2 Obligations of GBNPP**

4.2.1 The NPS will provide **timely notice** to HIA of any proposed NPS action, program, or project that requires notice per 4.1.5 above. The NPS will ensure that HIA has adequate opportunity for consultation and consideration in addition to any public notice and comment provided for under federal law including on: (a) NEPA processes, including pre-scoping notification of tribes; (b) NHPA Section 106 consultation; (c) Revision of park-specific management plans; (d) Rule making, permitting or actions; (e) NPS policies or guidelines that may affect HIA or tribal members.

4.2.2 The NPS will provide **timely notice** to HIA of actions that may potentially disturb land, water, or other natural or cultural resources. For cultural resources of tribal concern such as burial, archaeological, or ethnographic sites, no ground-disturbing work will occur until HIA has been notified and consulted.

4.2.3 The NPS will consider traditional **tribal beliefs and practices** when managing and administering programs and activities.

4.2.4 The NPS will consult with HIA when cultural information is incorporated in park and/or partner planning or management documents, or interpretive and/or educational signs, displays, materials, and programs to ensure that **cultural information** is accurately and appropriately presented. NPS will strive to incorporate traditional knowledge including, but not limited to, Tlingit place names, oral tradition, and Tlingit language in appropriate park planning and management documents as well as interpretive and educational materials.

## **4.3. Obligations of HIA**

4.3.1 HIA will provide **timely notice** to GBNPP of opportunities to comment on any proposed Tribal actions and plans that potentially affect GBNPP, park management, or the purposes and values of GBNPP per 4.1.5 above.

4.3.2 HIA will maintain open communication with GBNPP on other partnerships, agreements, grants, collaborations, programs, and/or activities pertaining to matters that may affect GBNPP, park management, or the purposes and values of GBNPP.

4.3.3 HIA will work collaboratively with GBNPP on matters of mutual interest and on activities and policies that may affect or relate to park purposes and values.

4.3.4 HIA will provide comments to GBNPP on park planning and management as it relates to Tribal interests and will, upon request, provide guidance to GBNPP on matters of cultural sensitivity.

4.3.5 HIA will facilitate tribal member's input into park planning, encouraging the broadest input possible and will collaborate with NPS in conveying park purposes, values, and missions to tribal members. .

## **5.0 DISPUTE RESOLUTION**

The parties commit to working in good faith to seek consensus agreements. In the event that bona fide disputes arise from this MOU, the parties will first strive to resolve matters informally through government-to-government discourse at the appropriate level. Either disputant may raise any matter not resolved to a higher official.

## **6.0 GENERAL PROVISIONS**

### **6.1 AMENDMENT, REVIEW AND TERMINATION**

6.1.1 **TERM OF MOU.** This MOU shall become effective on the date of signature and will remain in effect unless terminated in whole, or in part, by mutual agreement. Either party may withdraw from the MOU by providing thirty days written notice to the other party.

6.1.2 **MODIFICATIONS** to the MOU may be made at any time by mutual consent of the parties. A written amendment, signed and dated by the parties, shall be executed prior to any changes becoming effective.

6.1.3 **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the NPS or HIA from participating in similar activities with other public or private agencies, organizations, individuals, or governments.

6.1.4 **FREEDOM OF INFORMATION ACT.** Any information furnished to the NPS under this MOU that becomes a part of the system of Federal records is subject to the Freedom of Information Act (FOIA). Notwithstanding the foregoing, information identified by a Tribe as being of a privileged or confidential nature shall be exempt from disclosure under FOIA to the extent allowed by law.

### **7.0 DISCLAIMERS**

7.1 Nothing in this MOU is intended to conflict with any current directive from the Department of the Interior or any applicable federal, state or tribal law or regulations. If any of the terms of this MOU are determined by any of the parties to be inconsistent with applicable law or directives then those terms of the MOU shall be invalid, but the remaining terms and provisions of the MOU not affected by the inconsistency will remain in full force and effect.

7.2 Nothing in this MOU will be construed to grant, expand, create, or diminish any legally enforceable rights, benefits or responsibilities, substantive or procedural, not otherwise granted

or created by existing law. Nothing in this MOU will be construed to alter, amend, repeal, interpret or modify tribal sovereignty or other rights of HIA or preempt, modify, or limit the exercise of any such right.

7.3 Nothing in this MOU is intended to waive or diminish the right of any party to challenge or appeal another party's decision or action in accordance with applicable law.

7.4 Each party reserves all rights, powers, and remedies now or hereafter existing at law or in equity, or by statute, treaty or otherwise. A party's joinder to this MOU shall not constitute a waiver of sovereign immunity. The MOU is intended solely to facilitate coordination among the parties, and nothing herein creates any rights in third parties or gives rise to any right of judicial review.

7.5 This MOU commits the parties to work cooperatively and respectfully toward resolution of issues of mutual interest and concern. Nothing in this MOU is intended to substitute for additional government-to-government consultation that may be required by the federal trust responsibility or the executive orders and policy statements set forth in "Authorities" above.


7.6 This MOU is not intended to obligate the funds of either party. Specific work projects or activities that involve the transfer of funds, services, or property among the Cooperators will require the execution of separate agreements or contracts, contingent upon the availability of funds. Each subsequent agreement or arrangement involving the transfer of funds, services, or property among the Cooperators must comply with all applicable statutes and regulations, including those applicable to procurement activities, and must be independently authorized by appropriate statutory authority.

**8.0 AUTHORIZING SIGNATURES**

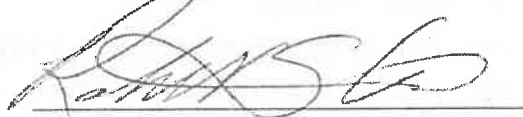
IN WITNESS WHEREOF, the parties hereby execute this MOU on the date set forth below.

National Park Service

Hoonah Indian Association

  
\_\_\_\_\_  
(Signature)

Philip N. Hooge, Superintendent

  
\_\_\_\_\_  
(Signature)

Robert Starbard, Tribal Admin.

July 12, 2016  
\_\_\_\_\_  
(Date)

July 12, 2016  
\_\_\_\_\_  
(Date)