

**MEMORANDUM OF AGREEMENT
FOR 1995 SPRING STEELHEAD SEASON IN THE CLEARWATER RIVER**

Preamble

1. This agreement is entered into in duplicate by and between the Nez Perce Tribe, acting by and through the Nez Perce Tribal Executive Committee, and the State of Idaho, acting by and through the Idaho Fish and Game Commission. The Tribe is authorized to enter into this Agreement by Article VIII, Section 1, of the Constitution and Bylaws of the Nez Perce Tribe. The State of Idaho is authorized to enter into this Agreement by the provisions of the State-Tribal Relations Act, title 67, chapter 40, Idaho Code.

Purpose of Agreement

2. The parties recognize that they share common interests in regulating the harvest of steelhead on the Clearwater River within the boundaries of the Nez Perce Reservation. The parties also recognize the difficulties entailed in determining to the satisfaction of both parties the jurisdiction of the State and the Tribe within the Nez Perce Reservation. Accordingly, this agreement is entered into for the following purposes:
 - a. To assure the protection and recovery of steelhead trout;
 - b. To protect the rights of Indian and non-Indian people fishing the waters subject to this Agreement by providing for mutually consistent regulations and fishing seasons;
 - c. To ameliorate confusion over licensing requirements;
 - d. To allow the parties time to negotiate, and possibly mediate, regarding the issues of jurisdiction and management.

Parties

3. The Nez Perce Tribe is a federally-recognized, self-governing sovereign Indian tribe governed by the Nez Perce Constitution and By-Laws, the Nez Perce Law and Order Code, and applicable federal laws.

4. The State of Idaho is a sovereign state of the United States, governed by the Idaho Constitution, the Idaho Code, and applicable federal laws.
5. The Nez Perce Tribe is referred to throughout this Agreement as the "Tribe." The State of Idaho is referred to throughout this agreement as the "State." Collectively, the Tribe and the State are referred to as the "parties."

Definitions

6. "Nez Perce Tribal Member" means a person who is duly enrolled as a member of the Nez Perce Tribe.
7. "Non-Member Indian" means a person who is a duly enrolled member of a federally recognized Indian tribe other than the Nez Perce Tribe.
8. "Non-Indian" means a person who is neither a Nez Perce Tribal Member nor a Non-Member Indian as defined herein.
9. "Nez Perce Reservation" means the area encompassed within the boundaries established by the Nez Perce Treaty of June 9, 1863, 14 Stat. 647.
10. "State license" means a fishing license issued by the State of Idaho pursuant to the terms of title 36, chapter 4, Idaho Code.
11. "Tribal permit" means a steelhead fishing permit issued by the Nez Perce Tribe pursuant to the authority of Article VIII, Section 2(c), of the Constitution and Bylaws of the Nez Perce Tribe.

Agreement

12. The parties agree to establish the following fishing seasons for steelhead fishing by persons who are not Nez Perce Tribal members:
From January 1, 1995, through April 30, 1995, anglers will be allowed a daily bag limit of two (2) fish per day, four (4) in possession, and ten (10) for the season. All fish that are hooked, landed, and not immediately released shall be counted in the limits of the person hooking the fish. Anglers will be allowed to keep only hatchery fish with a missing adipose fin. Once an angler has attained his bag, possession or

season limit, he must cease fishing for steelhead, including catch and release fishing. All of the Clearwater River within the Reservation will be open to steelhead fishing, with the following restrictions: fishing along the shoreline along the perimeter of the Dworshak National Fish Hatchery is prohibited, and fishing from any watercraft is prohibited between a posted line approximately 150 yards upstream from the mouth of the North Fork of the Clearwater River and the Ahsahka Highway Bridge. Steelhead may be taken only with barbless hooks; bending the barb down to the shank of a single, double, or treble hook will meet this requirement. No person shall kill or retain in possession any steelhead which has been hooked other than in the head. Any steelhead hooked other than in the head must be released unharmed. Steelhead caught in a legal manner must be either released or killed immediately after landing.

13. The Idaho Fish and Game Commission shall establish the steelhead fishing seasons provided for in paragraph 12 as state fishing seasons.
14. The Nez Perce Executive Committee shall establish the fishing seasons provided for in paragraph 12 as tribal steelhead fishing seasons.
15. The Tribe and the State shall independently establish licensing or permit requirements for non-Indians fishing for steelhead trout on the Clearwater River within the Reservation. Additionally, the Tribe shall establish permit requirements for non-member Indians fishing for steelhead trout on the Clearwater River within the Reservation. No licensing or permit requirements shall be established for tribal members with the understanding that current tribal law requires that tribal members have their tribal identification in their possession when fishing.
16. Neither party shall amend its present fee structure for licenses or permits for steelhead fishermen on the Clearwater River during the term of this Agreement once this Agreement is executed.
17. During the term of this Agreement, the State recognizes the right of holders of tribal licenses to fish for steelhead trout on the Clearwater River within the boundaries of the Reservation. In reciprocation, the Tribe recognizes the right of holders of state licenses to fish for steelhead trout on the Clearwater River within the boundaries of the Reservation.

18. The parties shall jointly announce that non-Indians fishing for steelhead trout on the Clearwater River within the Reservation may fish with either a state license or a tribal permit, but are not required to obtain both.
19. Any non-Indian found fishing without a valid state license for steelhead trout on the Clearwater River within the Reservation shall be subject to citation by the State for violation of Idaho Code § 36-901 and other applicable provisions of the Idaho Code; provided, however, that if the non-Indian has in his or her possession a valid tribal permit, the non-Indian shall not be issued a citation for fishing without a state license.
20. Any non-member Indian found fishing without a valid tribal permit for steelhead trout on the Clearwater River within the Reservation shall be subject to citation by the Tribe for violation of tribal law; provided, however, that if the non-member Indian has in his or her possession a valid state license, the non-member Indian shall not be issued a citation for fishing without a tribal permit.
21. Any non-Indian fishing in violation of the seasons established by this Agreement shall be subject to citation by the State for violation of Idaho Code § 36-901 and other applicable provisions of the Idaho Code.
22. Any non-member Indian fishing in violation of the seasons established by this Agreement shall be subject to citation by the Tribe for violation of tribal law.
23. During the term of this Agreement, enforcement of fishing regulations and licensing requirements on the Clearwater River within the Reservation shall be undertaken by team consisting of one conservation officer of the Idaho Department of Fish and Game and one officer of the Bureau of Indian Affairs-Branch of Law Enforcement Services, Northern Idaho Agency, if possible.
24. Any closures or limitations upon fishing activities pursuant to this Agreement shall be by joint action. In the event of any dispute, the respective technical staffs of the parties shall be given direction to reach a consensus based upon the well-being of the fishery resource. In the event the technical staffs are unable to reach a consensus, the matter shall be referred to a joint meeting of the Nez Perce Tribal Executive Committee and the Idaho Fish and Game Commission.

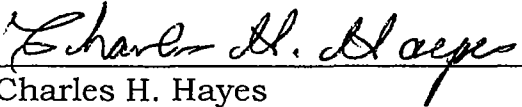
Disclaimers

25. Nothing in this Agreement shall be deemed as a concession or admission by either of the parties as to the other's jurisdictional, boundary or ownership claims.
26. The parties will strive to mutually agree upon a permanent solution to the problem of licensing and regulation of fishing activities on the Clearwater River within the Reservation. In the event the parties are unable to reach a permanent solution, the parties agree that the issue should be submitted to the federal district court for judicial resolution. Provided, however, that the parties agree that neither will initiate any challenge to the jurisdiction of the other to regulate fishing on the Clearwater River during the term of this agreement outside of the negotiations that will take place on this issue and both parties agree that during the term of this Agreement they will not suggest, encourage, counsel, or otherwise assist any person, agency, organization or entity in challenging the jurisdiction of the other with regard to regulating fishing on the Clearwater River within the Nez Perce Reservation.

Term of Agreement

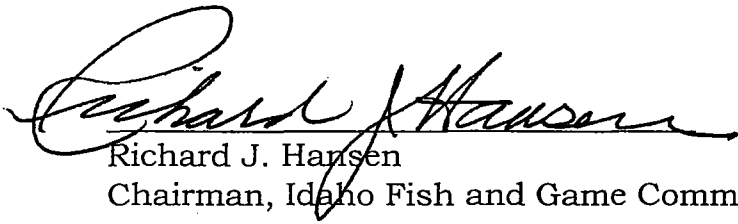
27. This agreement is interim in nature. The parties agree that this agreement shall become effective once signed by all parties and filed with the Secretary of State as required by Section 67-2329 of the Idaho Code. This Agreement will expire of its own terms on June 1, 1995, unless the parties mutually agree otherwise.

Signatures



Charles H. Hayes
Chairman, Nez Perce Tribal Executive Committee

Date: 12/3/99



Richard J. Hansen
Chairman, Idaho Fish and Game Commission

Date: 12/31/99

**INTERIM MEMORANDUM OF AGREEMENT
EXTENDING EXISTING PROCEDURES GOVERNING
THE HARVEST OF STEELHEAD IN THE CLEARWATER RIVER**

PREAMBLE

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PARTIES

2. The Nez Perce Tribe is a federally-recognized, self-governing sovereign Indian tribe governed by the Nez Perce Constitution and Bylaws, the Nez Perce Law and Order Code and applicable federal laws.
3. The State of Idaho is a sovereign state of the United States, governed by the Idaho Constitution, the Idaho Code and applicable federal laws.
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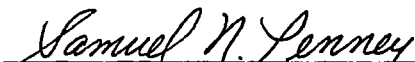
PURPOSE OF AGREEMENT

5. The State and the Tribe have previously entered into an interim agreement regulating the harvest of steelhead on the Clearwater River. As part of that Agreement, the parties agreed to negotiate a permanent solution to issues relating to regulation of the steelhead fishery on the Clearwater River. During the course of negotiations, however, it became obvious that a permanent agreement addressing the revenue sharing concerns raised by the Tribe would require legislation to be effective. In order to allow time to address these issues through the legislative process, the parties hereby agree to extend the existing interim agreement through June 1, 1996, unless the parties mutually agree otherwise, with the exception that the fishing seasons referenced in paragraph 12 are no longer effective, and will be substituted with fishing seasons established by the Idaho Fish and Game Commission and the Nez Perce Tribal Executive Committee following consultation between technical representatives of the State and the Tribe.

TERM OF AGREEMENT

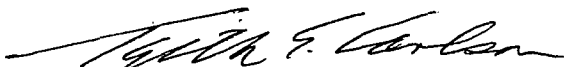
6. The parties agree that this Agreement shall become effective once signed by all parties and filed with the Secretary of State as required by Section 67-2329 of the Idaho Code. This Agreement will expire of its own terms on June 1, 1996, unless the parties mutually agree otherwise.

SIGNATURES



Samuel N. Penney, Chairman
Nez Perce Tribal Executive Committee

DATE: 10-17-95



Keith Carlson, Chairman
Idaho Fish and Game Commission

DATE: 20 October 1995

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SIGNATURES

W. A. Penney
for Samuel M. Penney, Chairman
Nez Perce Tribal Executive Committee

9-27-96
Date

Richard E. Meiers
Richard E. Meiers, Chairman
Idaho Fish and Game Commission

10-2-96
Date