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Description of document: Fish and Wildlife Service (FWS) Memoranda of Agreement (MoA) between the Comanche Nation and the Ethno-Ornithological Initiative (SIA), Cyril, Oklahoma and the Liberty Wildlife Rehabilitation Foundation, Scottsdale, Arizona, 2010

Requested date: 05-December-2016

Released date: 08-December-2016

Posted date: 26-December-2016

Source of document: FWS FOIA Officer
U.S. Fish and Wildlife Service
5275 Leesburg Pike
MS:IRTM
Falls Church, VA 22041
Fax: 703-358-2251
Email: fwhq_foia@fws.gov
Online: [DOI Electronic FOIA Request Form](#)

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United States Department of the Interior

FISH AND WILDLIFE SERVICE

Post Office Box 1306
Albuquerque, New Mexico 87103



In Reply Refer To:
FWS/R2/MB/FOIA/064685
FWS-2017-00195

DEC 08 2016

This responds to your Freedom of Information Act (FOIA) request dated December 5, 2016, in which you requested the following:

“...a copy of the FWS Memorandum of Agreement (MoA) with 1) the Comanche Nation Ethno-Ornithological Initiative (SIA) based in Cyril, Oklahoma (<http://comancheeagle.org/>), and 2) Liberty Wildlife Rehabilitation Foundation, Scottsdale, Arizona (<http://www.libertywildlife.org/non-eagle-feather-repository-index/noneagle-feather-repository/>).”

Your request was assigned tracking number FWS-2017-00195 and forwarded to the Division of Migratory Birds in Southwest Regional Office for processing. On the enclosed disc, please find copies of the two documents requested. These documents are provided to you in their entirety.

Please note the 2007 FOIA amendments created the Office of Government Information Services (OGIS) to offer mediation services to resolve disputes between FOIA requesters and Federal agencies as a non-exclusive alternative to litigation. Using OGIS services does not affect your right to pursue litigation and does not affect the timing of filing an appeal with the Department's FOIA & Privacy Act Appeals Officer. You may contact OGIS in any of the following ways:

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National Archives and Records Administration
8601 Adelphi Road – OGIS
College Park, MD 20740-6001
E-mail: ogis@nara.gov/ Web: <https://ogis.archives.gov>
Telephone: 202-741-5770
Fax: 202-741-5769
Toll-free: 1-877-684-6448

cc: Permits Chief, Migratory Bird and Eagle Permits, Southwest Region, Albuquerque, NM

MEMORANDUM OF AGREEMENT

BETWEEN

**U.S. FISH AND WILDLIFE SERVICE
REGION 2**

AND

**SIA: COMANCHE NATION EAGLE/RAPTOR PROGRAM
106 TEXAS STREET
CYRIL, OKLAHOMA 73029**

TO

**ESTABLISH AND OPERATE
A
NON-EAGLE FEATHER REPOSITORY AND DISTRIBUTION
PROGRAM**

I. INTRODUCTION:

Integral to Native American religious and cultural traditions is the use of feathers and other bird parts for religious offerings and to create ritual regalia and ceremonial implements. In 1999 the U.S. Fish and Wildlife Service (Service) suspended its practice of distributing feathers and other parts from migratory birds other than eagles to Native Americans for religious and cultural uses due to a lack of resources to continue its operation. Although there continues to be a religious and cultural demand for the feathers and other parts of migratory birds other than eagles, there are no specific regulations for holding and distributing them to federally recognized tribal members. The result of this suspension has left Native Americans without feathers and other parts of migratory birds other than eagles that are necessary for religious offerings and for regalia and ceremonial implements. The intent of this Agreement is to rectify this situation by creating a legal mechanism to provide feathers and other parts of migratory birds other than eagles to federally recognized tribal members.

For the purpose of this Agreement, the phrase "feathers and bird parts," includes feathers, carcasses, and other parts of migratory birds except eagles.

II. PURPOSE:

The purpose of this Agreement is to initiate a two year "Pilot Project" between the Service and the Sia: Comanche Nation Eagle/Raptor Program (Sia) to establish and operate a non-eagle feather repository and distribution program. Under this Agreement, Sia will receive, store, and distribute feathers and bird parts from federally permitted sources. These feathers and bird parts will be distributed to federally recognized tribal members, in accordance with the Morton Policy (FR Doc. E7-11559) and the American Indian Religious Freedom Act (42 U.S.C. 1996).

III. AUTHORITY:

This agreement between the Service and the Nation is hereby entered into under the authority of the Migratory Bird Treaty Act, 16 U.S.C. 703 to 712; Ch. 128; July 13, 1918; 40 Stat. 755, as amended, Federally Recognized Tribal List Act of 1994, 25 U.S.C. Section 479a, 108 Stat. 4791, American Indian Religious Freedom Act (42 U.S.C. 1996), The Native American Policy of the USFWS, 1994, Indian Self-Determination and Education Act, PL 93-638, as amended, 1994, and the Morton Policy of March 19, 1999.

IV. STATEMENT OF MUTUAL BENEFIT:

Both signatories acknowledge that if carried out, the actions outlined in this Agreement will 1) allow the Service to authorize the establishment and operation of a program to receive and distribute feathers and bird parts to federally recognized tribal members for religious and cultural uses, and 2) provide Sia with an opportunity to facilitate the acquisition of lawfully acquired feathers and bird parts by federally recognized tribal members.

V. CONDITIONS:

A. U.S. Fish and Wildlife agrees to:

1. Appoint a single point of contact to facilitate the establishment and operation of the feather repository and distribution program, assuring compliance with federal records requirements.
2. Upon signature of this Agreement, provide Sia with a special purpose permit application in order to apply for the operation of a feather repository and distribution program for federally recognized tribal members.
3. Develop and provide appropriate application and instruction forms to Sia for the acquisition, distribution, and tracking of feathers and bird parts.
4. Provide Sia with information on new or revisions to laws, regulations, and procedures germane to the operation of the feather repository and distribution program.
5. Conduct periodic facility inspections and annual program reviews.

B. Sia agrees to:

1. Acquire, store, and distribute feathers and bird parts obtained from federally permitted sources in compliance with federal and state laws, regulations, and procedures, and operate in accordance with similar Service procedures that were employed previous to 1999 for distributing feathers and other parts from migratory birds other than eagles to Native Americans for religious and cultural uses.
2. Submit an operational plan to the Service for approval. The plan will illustrate the proposed acquisition and distribution system, and will include a description of the process by which applicants will be provided services in the order in which requests are received. It will include basic facility information, the staffing plan, the records management system, the tracking procedures, and any other supplemental information necessary for Service evaluation of a special purpose permit application.
3. Establish a facility that will protect and maintain the physical integrity of stored feathers and bird parts.
4. Demonstrate that staff has the ability to identify feathers to species level. This will insure that only permitted feathers are received and distributed.
5. Dedicate sufficient qualified staff to operate the feather repository and distribution program.
6. Perform outreach to local and regional federally recognized Tribes to advertise the existence of the feather repository and distribution program, and provide information about the repository's acquisition procedures to those federally permitted sources of feathers and bird parts that request it.
7. If feathers and bird parts originate from or are distributed to out of state sources, Sia will if necessary, secure any required state permits before they can be accepted or shipped.
8. Provide Service point of contact with quarterly reports summarizing feather repository acquisition and distribution program activities. At a minimum, reports will include copies of processed applications and will summarize the number, species, and source/destination of feathers and bird parts acquired/distributed.
9. Comply with any Service regulations, policies, directives and case law that affect the distribution of feathers and bird parts.

VI. AGREEMENT TERM:

This Agreement shall remain active as presented for two years after the date of signature. This term of activity will be considered a "Pilot Project." If after the initial two-year term both signatories are satisfied with the performance of the non-eagle feather repository and distribution program, the signatories have the option to extend the Agreement for an agreed upon period of time.

VII. SPECIAL PROVISIONS:

A. This Agreement is neither a fiscal, nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the signatories of the Agreement will be handled in accordance with applicable laws, regulations, and procedures.

B. Both signatories agree that Sia will assume the costs and liabilities associated with the development and operation of the feather repository and distribution program.

C. This Agreement may be modified or amended as necessary upon written consent of both signatories or may be terminated by either signatory with a 60-day written notice.

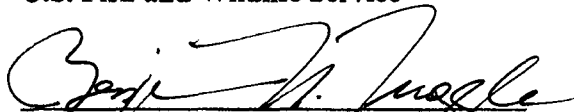
D. The signatories for this Agreement are:

1. Dr. Benjamin Tuggle
Regional Director
U.S. Fish and Wildlife Service, Region 2
P.O. Box 1306
Albuquerque, New Mexico 87103-1306

2. William G. Voelker
Director/Founder
Sia: Comanche Nation Eagle/Raptor Program
106 Texas Street
Cyril, Oklahoma 73029

VIII. SIGNATORIES:

U.S. Fish and Wildlife Service


Dr. Benjamin Tuggle, Regional Director

Date

6/21/10

Sia: Comanche Nation Eagle/Raptor Program


William G. Voelker, Director/Founder

Date

June 14, 2010

MAY 28 2010

MEMORANDUM OF AGREEMENT

BETWEEN

**U.S. FISH AND WILDLIFE SERVICE
REGION 2**

AND

**LIBERTY WILDLIFE REHABILITATION FOUNDATION
P.O. BOX 14345
SCOTTSDALE, ARIZONA 85267**

TO

**ESTABLISH AND OPERATE
A
NON-EAGLE FEATHER REPOSITORY AND DISTRIBUTION
PROGRAM**

I. INTRODUCTION:

Integral to Native American religious and cultural traditions is the use of feathers and other bird parts for religious offerings and to create ritual regalia and ceremonial implements. In 1999 the U.S. Fish and Wildlife Service (Service) suspended its practice of distributing feathers and other parts from migratory birds other than eagles to Native Americans for religious and cultural uses due to a lack of resources to continue its operation. Although there continues to be a religious and cultural demand for the feathers and other parts of migratory birds other than eagles, there are no specific regulations for holding and distributing them to federally recognized tribal members. The result of this suspension has left Native Americans without feathers and other parts of migratory birds other than eagles that are necessary for religious offerings and for regalia and ceremonial implements. The intent of this Agreement is to rectify this situation by creating a legal mechanism to provide feathers and other parts of migratory birds other than eagles to federally recognized tribal members.

For the purpose of this Agreement, the phrase "feathers and bird parts," includes feathers, carcasses, and other parts of migratory birds except eagles.

II. PURPOSE:

The purpose of this Agreement is to initiate a two year "Pilot Project" between the Service and the Liberty Wildlife Rehabilitation Foundation (Liberty) to establish and operate a non-eagle feather repository and distribution program. Under this Agreement, Liberty will receive, store, and distribute feathers and bird parts from federally permitted sources. These feathers and bird parts will be distributed to federally recognized tribal members, in accordance with the Morton Policy (FR Doc. E7-11559) and the American Indian Religious Freedom Act (42 U.S.C. 1996).

III. AUTHORITY:

This agreement between the Service and the Nation is hereby entered into under the authority of the Migratory Bird Treaty Act, 16 U.S.C. 703 to 712; Ch. 128; July 13, 1918; 40 Stat. 755, as amended, Federally Recognized Tribal List Act of 1994, 25 U.S.C. Section 479a, 108 Stat. 4791, American Indian Religious Freedom Act (42 U.S.C. 1996), The Native American Policy of the USFWS, 1994, Indian Self-Determination and Education Act, PL 93-638, as amended, 1994, and the Morton Policy of March 19, 1999.

IV. STATEMENT OF MUTUAL BENEFIT:

Both signatories acknowledge that if carried out, the actions outlined in this Agreement will 1) allow the Service to authorize the establishment and operation of a program to receive and distribute feathers and bird parts to federally recognized tribal members for religious and cultural uses, and 2) provide Liberty with an opportunity to facilitate the acquisition of lawfully acquired feathers and bird parts by federally recognized tribal members.

V. CONDITIONS:

A. U.S. Fish and Wildlife agrees to:

1. Appoint a single point of contact to facilitate the establishment and operation of the feather repository and distribution program, assuring compliance with federal records requirements.
2. Upon signature of this Agreement, provide Liberty with a special purpose permit application in order to apply for the operation of a feather repository and distribution program for federally recognized tribal members.
3. Develop and provide appropriate application and instruction forms to Liberty for the acquisition, distribution, and tracking of feathers and bird parts.
4. Provide Liberty with information on new or revisions to laws, regulations, and procedures germane to the operation of the feather repository and distribution program.
5. Conduct periodic facility inspections and annual program reviews.

B. Liberty agrees to:

1. Acquire, store, and distribute feathers and bird parts obtained from federally permitted sources in compliance with federal and state laws, regulations, and procedures. Operate in accordance with similar Service procedures employed previous to 1999 for the distribution of feathers and bird parts to Native Americans for religious and cultural uses.
2. Submit an operational plan to the Service for approval. The plan will illustrate their proposed acquisition and distribution system, including a description of the process by which applicants will be provided services; in the order in which requests are received. It will include basic facility information, staffing plan, records management system, tracking procedures, and other supplemental information necessary for Service evaluation of a special purpose permit application.
3. Establish a facility that will protect and maintain the physical integrity of stored feathers and bird parts.
4. Demonstrate that staff has the ability to identify feathers to species level. This will insure that only permitted feathers are received and distributed.
5. Dedicate sufficient qualified staff to operate the feather repository and distribution program.
6. Perform outreach to local and regional federally recognized Tribes to advertise the existence of the feather repository and distribution program, and provide information about the repository's acquisition procedures to federally permitted sources of feathers and bird parts.
7. If feathers and bird parts originate from or are distributed to out of state sources, Liberty will if necessary, secure any required state permits before they can be accepted or shipped.
8. Provide Service point of contact with quarterly reports summarizing feather repository acquisition and distribution program activities. At a minimum, reports will include copies of processed applications and will summarize the number, species, and source/destination of feathers and bird parts acquired/distributed.
9. Comply with any Service regulations, policies, directives and case law that affect the distribution of feathers and bird parts.

VI. AGREEMENT TERM:

This Agreement shall remain active as presented for two years after the date of signature. This term of activity will be considered a "Pilot Project." If after the initial two-year term both signatories are satisfied with the performance of the non-eagle feather repository and distribution

program, the signatories have the option to extend the Agreement for an agreed upon period of time.

VII. SPECIAL PROVISIONS:

A. This Agreement is neither a fiscal, nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the signatories of the Agreement will be handled in accordance with applicable laws, regulations, and procedures.

B. Both signatories agree that Liberty will assume the costs and liabilities associated with the development and operation of the feather repository and distribution program.

C. This Agreement may be modified or amended as necessary upon written consent of both signatories or may be terminated by either signatory with a 60-day written notice.

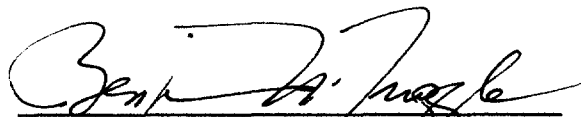
D. The signatories for this Agreement are:

1. Dr. Benjamin Tuggle
Regional Director
U.S. Fish and Wildlife Service, Region 2
P.O. Box 1306
Albuquerque, New Mexico 87103-1306

2. Megan M. Mosby
Executive Director
Liberty Wildlife Rehabilitation Foundation
P.O. Box 14345
Scottsdale, Arizona 85267

VIII. SIGNATORIES:


U.S. Fish and Wildlife Service



Dr. Benjamin Tuggle, Regional Director

7/1/2010
Date

**Liberty Wildlife Rehabilitation
Foundation**



Megan M. Mosby, Executive Director

5.25.10
Date