

# Arctic-Yukon-Kuskokwim Sustainable Salmon Initiative

## Memorandum of Understanding

Underlined sections of the MOU were proposed for revision on February 23, 2003 in the document titled: *Consent to Revising the AYK Sustainable Salmon Initiative Memorandum of Understanding*. All signatories signed the written consent document and signatures are on file with the Administrative Agency.

### I. INTRODUCTION

Salmon returns to western Alaska have been in decline for more than a decade, and the pace of decline has accelerated in recent years. Poor returns of Chinook and chum salmon to the Yukon River, Kuskokwim River, and rivers draining into Norton Sound (collectively known as the AYK Region), have led to severe restrictions on commercial and subsistence fisheries and to repeated disaster declarations by the state and federal governments. The commercial Chinook harvest on the Yukon River in 2000 was less than 10% of the historical long-term average. The 2000 season followed similar low returns and disaster declarations in 1998 and 1993, and particular salmon run failures in various western Alaska locations throughout the 1990s. In the Norton Sound region, some commercial fisheries have been closed for a decade, and many subsistence fisheries have been restricted or closed.

This Memorandum of Understanding has grown from a unique collaboration among regional Alaska Native organizations and the Alaska Department of Fish and Game. The concept of forming a body to provide direction to response efforts for the salmon failures in western Alaska developed through discussions between the Alaska Department of Fish and Game and the “AYK Coalition.” The AYK Coalition is comprised of three Alaska Native organizations providing services to over 100 federally recognized Alaska Native tribes in the AYK region: Association of Village Council Presidents, Tanana Chiefs Conference, and Kawerak, Inc. Also included in the coalition is the Bering Sea Fishermen’s Association, a non-profit organization that has been active in AYK fisheries issues, including research, for decades. Common concerns over recent drastic declines in salmon returns coalesced into an action plan at a meeting of the parties on June 8, 2001 in Anchorage, Alaska. The culmination of the action plan is this AYK Sustainable Salmon Initiative Memorandum of Understanding (hereinafter referred to as the AYK SSI MOU).

### II. PURPOSE

The purpose of the AYK SSI MOU is to provide a mechanism for its Signatories to engage in a collaborative effort to develop and implement a comprehensive research plan for the AYK region utilizing the \$5 million appropriated for this initiative by Congress for federal fiscal year 2002 (Pacific Coastal Salmon Recovery Fund), and any other funds appropriated or otherwise dedicated to this initiative. The two committees formed by the AYK SSI MOU will develop and implement the AYK Salmon Research & Restoration Plan (hereinafter referred to as the Research & Restoration Plan).

### III. GUIDING PRINCIPLES

- Funds available for AYK salmon research and restoration should be spent in a manner to obtain the greatest good for the fisheries and users in the AYK area and the ecosystems upon which they depend. This includes the use of traditional and cultural knowledge, participatory research, and capacity building. The AYK region, for the purpose of this MOU, encompasses the service delivery areas of Kawerak, Inc., Association of Village Council Presidents, Tanana Chiefs Conference and the near and off shore areas of river drainages flowing into the Bering Sea north of Cape Newenham and south of Shishmaref.
- To maximize the use of available funds, they shall be used to the degree possible and consistent with this MOU, in coordination with other fishery agencies, funding sources and plans. Other agencies include the U.S. Geological Survey, Yukon River Drainage Fisheries Association, National Park Service, the Bureau of Land Management, the Council of Athabascan Tribal Governments, U.S./Canada Yukon River Joint Technical Committee, the North Pacific Research Board, the North Pacific Anadromous Fish Commission, and the Gulf Ecosystem Monitoring and Research Program. Collaborative research jointly funded with such entities should be undertaken to the maximum extent practicable.

The intent of this MOU is not to duplicate past or existing research but to add to current expenditures in the AYK area for fishery research. Thus, it is the intent that funds administered under the MOU not be viewed as a source to replace funding for research and management projects that were ongoing at the time this MOU was entered into, or were undertaken after the MOU was in place, without the involvement of or funding by the AYK SSI. It is particularly important that the funds administered pursuant to this MOU not be viewed by agencies and organizations as a means to shift budget priorities to other issues while relying on AYK SSI funds as replacement funds for conducting long-standing, routine, in-season fishery management projects in the AYK. There may be cases, however, where a funding source is no longer available for an ongoing research or management project the continuation of which is important to fulfilling the goals of this MOU. It is therefore the intent of this MOU that a party seeking replacement funds for an ongoing research or management project demonstrate to the Steering Committee that prior funding sources for the project are no longer available in sufficient amounts to conduct the project, and the reasons why such funding sources are no longer available and that: (1) the project clearly satisfies the requirements and objectives of this MOU and the Research & Restoration Plan once adopted; (2) the agency or organization seeking replacement funding for a current project is contributing the maximum amount (either in money or in-kind contributions, or both) that it can reasonably make available to the project taking into consideration its funding sources and other responsibilities; and (3) the agency or organization seeking replacement funding has--in good faith--sought funding for the project from other reasonably available sources. Moreover, the Signatories to this agreement agree to

continue to actively seek other funds to undertake necessary fishery research regarding AYK salmon, and shall make an annual report to the parties of this agreement of such efforts.

- Available funds shall be used for research and restoration consistent with the Research & Restoration Plan for AYK salmon stocks developed through the Scientific Technical Committee and Steering Committee processes described below.
- Development of the Research & Restoration Plan shall take into account existing research plans of the region, and shall be based upon recommendations forwarded by a Scientific Technical Committee (STC) of disciplinary experts. The STC shall be composed of members that represent relevant scientific disciplines. STC members will exercise, to the greatest degree possible, their independent judgment about research and restoration needs and priorities. The Research & Restoration Plan shall be a comprehensive plan that identifies research needs and priorities including freshwater, near shore and marine phases of AYK salmon stocks.
- Decisions regarding adopting and implementing the Research & Restoration Plan shall be made by an eight member Steering Committee composed of regional, state and federal representatives. The Steering Committee shall make its final decisions only after reviewing comments and recommendations made by the public and the Scientific Technical Committee on preliminary decisions. The Steering Committee shall allow adequate time and resources to ensure the spirit of this initiative and an open process.
- The Research & Restoration Plan will go beyond providing a single, static prescription of research activities. Instead, it will provide an ongoing process whereby research activities are guided, selected, reviewed and modified over time to reflect the outcome and knowledge obtained from research and restoration activities.

#### **IV. STEERING COMMITTEE**

##### **1. Membership**

The Steering Committee membership will consist of eight members selected by the following agencies or organizations (one member each except from ADF&G: one biologist, and one social scientist from the Division of Subsistence):

Association of Village Council Presidents  
Kawerak, Inc.  
Tanana Chiefs Conference  
Alaska Department of Fish and Game  
U.S. Fish and Wildlife Service  
National Marine Fisheries Service  
Bering Sea Fishermen's Association

Once the initial members are appointed, the Steering Committee shall adopt bylaws that will govern the appointment, or election and term of the Chairperson, quorums, appointment of alternates, and other matters necessary for governing the Steering Committee.

## **2. Steering Committee Decision-making Process**

A consensus decision-making process will be used by the Steering Committee. A separate, non-voting Scientific Technical Committee (STC) shall make recommendations to the Steering Committee. The formations and responsibilities of the STC are detailed in Section 5 below.

## **3. Steering Committee Responsibilities**

The Steering Committee shall adopt a Research & Restoration Plan for the AYK salmon fisheries after considering the recommendations of the STC. The Steering Committee shall:

- Make decisions on how available funding shall be expended. In making decisions to expend funds for research or management projects prior to adoption of the AYK Research & Restoration Plan, the Steering Committee shall, after considering the recommendation of the STC, base such decisions on which projects will provide the most benefit to the fisheries and users in the AYK area and the ecosystems upon which they depend.
- Exercise its authority by deciding the scope, timing, amount and other necessary elements for all grants or other applications necessary to secure appropriated funds, and any modifications thereto. Projects authorized by the Steering Committee shall further specify research and restoration goals of the approved plan. The Steering Committee shall formally review and approve any proposal and any amendment thereto prior to submittal to the funding source.
- Have all necessary authority to solicit projects, work with scientific or other experts, identify and prioritize projects for funding, review project results, and ensure data and results are freely available to the public.
- Require the timely completion of projects and facilitate the communication of research results to other interested agencies and individuals annually.
- Appoint six STC members from nominations from the Signatories and other interested parties. The nomination process, membership and disciplinary balance of the STC are described below in Section 5.
- Review and approve reports to the Secretary of the Department of Commerce (or other funding agency) concerning the results of research conducted through the Research & Restoration Plan.

- Ensure the public is provided the opportunity to participate in Steering Committee meetings and to review and comment on proposed projects.
- The Steering Committee shall ensure the efficient and effective expenditure of funds. Whenever possible, projects shall be coordinated with other related research and restoration projects. Jointly funded research projects that meet the goals and priorities set by the Steering Committee shall be solicited.

#### **4. Fiscal Responsibility**

Fiscal responsibility for administration of the \$5 million appropriated for this initiative by Congress for federal fiscal year 2002 (Pacific Coastal Salmon Recovery Fund) rests with the State of Alaska. Expenditures of these funds will be in accordance with the fiscal procedures and procurement policies of the State of Alaska. As a Signatory to the MOU, State of Alaska agrees, as allowed by law, to expend these funds in accordance with the decisions of the Steering Committee.

#### **5. Steering Committee Meetings**

The Steering Committee shall meet as necessary to fulfill its responsibilities and conduct business.

Meetings of the Steering Committee shall be open to the public, and the public shall be provided reasonable notice of official meetings.

Meetings shall include, to the greatest degree practicable, participation by organizations active in fisheries research and restoration issues. Such organizations include, but are not limited to, the North Pacific Research Board, the Exxon Valdez Oil Spill Trustee Council, the Northern Fund of the Pacific Salmon Commission, and the Southeast Sustainable Salmon Initiative. These organizations shall be given reasonable notice of all meetings. Copies of all relevant STC recommendations, grant applications, project results and other information will be provided to these organizations and the public upon request. Comments, and direct participation when appropriate, shall be actively solicited from these organizations on relevant issues before the Steering Committee.

Notice of meetings and copies of relevant grant applications, project results and other information shall be provided to the Alaska Board of Fisheries, the North Pacific Fishery Management Council, and the Federal Subsistence Board upon request.

### **V. SCIENTIFIC TECHNICAL COMMITTEE**

#### **1. STC Membership**

The Scientific Technical Committee (STC) shall consist of six members nominated by the Signatories to this MOU and the public. The Steering Committee shall select STC members from these nominations.

Members of the STC shall be selected based upon their knowledge, expertise and ability to fulfill the responsibilities of the STC as outlined in this agreement.

Membership shall represent scientific disciplines including, but not be limited to, fisheries sciences, socioeconomic sciences, aquatic habitat restoration, fish culture, marine ecology, freshwater ecology, community and population modeling, and population genetics. Members of the STC may be employed by the Signatories to this MOU, and two members shall be ADF&G employees (one biologist, one social scientist from the Division of Subsistence). However, no more than one member may be employed by any one of these groups or a federal agency, the Bering Sea Fishermen's Association or a regional Native organization. At least two members must be selected from the private or academic sector.

In addition to relying on its official members, the STC may consult with other scientific and local knowledge experts in the development of the Research & Restoration Plan.

## **2. STC Responsibilities**

STC members will exercise their best independent professional judgment to advance understanding of salmon abundance and distribution in the AYK area and the fisheries they support, independent of the governmental, academic, or private sector they may represent. The STC shall:

- Choose a Chair and Vice Chair for the STC by consensus. The Chair will work closely with the Chair of the Steering Committee. The Vice Chair will act in the capacity of the Chair whenever the Chair is absent from a meeting.
- Within 12 months of the inception of the STC, develop an initial Research & Restoration Plan for AYK salmon fisheries that is consistent with the Guiding Principles of the MOU, and recommend this plan to the Steering Committee. The plan shall identify research needs, ensure the efficient expenditure of funds, not duplicate but complement other relevant research, and recommend research priorities.
- Develop recommendations for restoration projects that will increase salmon returns to the AYK area.
- Develop a protocol for reviewing and ranking research and restoration project proposals, and recommend this protocol to the Steering Committee.
- Evaluate suggested projects based on their merit and make recommendations to the Steering Committee.
- Regularly review the Research & Restoration Plan and ongoing projects throughout the life of this MOU, including reviewing project design and the utility of continuing ongoing projects, and make relevant recommendations to the SC to ensure research and

restoration is conducted effectively and efficiently, and make recommendations for augmenting, updating and revising research questions including regular review of the Research & Restoration Plan.

## **VI. SUPPORT FOR THE STEERING COMMITTEE AND STC**

The following support activities will be paid from funds appropriated for this effort:

- Travel and accommodation expenses for the individuals selected to serve on the Steering Committee and the Scientific Technical Committee.
- Professional Service fees for academic and private sector involvement on the Steering Committee and STC, and support services for committee activities.
- Logistical support for the meetings of the Steering Committee and the Scientific Technical Committee, the coordination of communication and public outreach efforts, administrative support and the hiring of staff.

## **VII. MUTUAL AGREEMENT AND UNDERSTANDINGS**

It is mutually agreed that:

- Nothing in this agreement obligates any party in the expenditure of funds, or for future payments of money, in excess of appropriations authorized by law and administratively allocated for these purposes.
- Nothing in this agreement is intended to conflict with federal, state, or local laws or regulations, or international treaties or agreements. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance.
- External policy and position announcements relating specifically to this agreement may be made only by mutual consent of the Signatories.
- All Signatories shall meet on at least an annual basis to discuss matters relating to this agreement. Many of the criteria and assumptions contained in this agreement are interim assumptions and subject to further refinement. Signatories may request an earlier review. No revision shall be binding to Signatories without the written consent of all Signatories; provided that a revision that is proposed by the Steering Committee shall become effective 30 days after the Signatories and Steering Committee members are notified of the proposed revision if a majority of the Signatories have consented in writing to the proposed revision, and no Signatory has delivered a written objection to the proposed revision.
- The effective date of this agreement shall be from the date of the final signature.

- Any Signatory may terminate its participation in this agreement by providing to the other parties notice in writing 30 days in advance of the date on which its termination becomes effective. However, the State of Alaska agrees that in the event the State were to terminate early, the State will again initiate discussions with the parties, with the intent of developing an alternative research and restoration agreement. The State will not unilaterally proceed with research using funds appropriated or otherwise dedicated for this Sustainable Salmon Initiative in the absence of an agreement among Signatories.

## **VIII. SIGNATURES**



Frank Rue, Commissioner  
Alaska Department of Fish and Game



Arthur Lake, President  
Association of Village Council  
Presidents



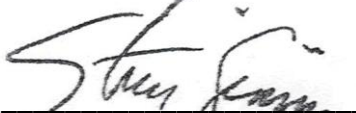
David Allen, Regional Director  
United States Fish & Wildlife Service



Loretta Bullard, President  
Kawerak Incorporated



Jim Balsiger, Alaska Region  
National Marine Fisheries Service



Steve Ginnis, President  
Tanana Chiefs Conference



Adelheid Herrmann, Executive Director  
Bering Sea Fishermen's Association

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