

# INTERIM MEMORANDUM OF AGREEMENT

for

Coordinated Fisheries and Wildlife Management for Subsistence Uses on  
Federal Public Lands in Alaska

between

U.S. Fish and Wildlife Service, U.S.D.A. Forest Service, National Park Service, Bureau  
of Land Management, Bureau of Indian Affairs, and the Federal Subsistence Board

and

Alaska Department of Fish and Game, Alaska Board of Fisheries,  
and Alaska Board of Game

## I. PREAMBLE

This Interim Memorandum of Agreement (MOA) between the U.S. Fish and Wildlife Service, National Park Service, Bureau of Land Management, Bureau of Indian Affairs, and the U.S.D.A. Forest Service (collectively, Federal agencies), and the Federal Subsistence Board (Federal Board), and the Alaska Department of Fish and Game (ADF&G), the Alaska Board of Fisheries, and the Alaska Board of Game (collectively, State Boards), establishes guidelines to coordinate in managing subsistence uses of fish and wildlife resources on Federal public lands in Alaska.

WHEREAS, the State of Alaska, under its laws and regulations, is responsible for the management, protection, maintenance, enhancement, rehabilitation, and extension of the fish and wildlife resources of the State on the sustained yield principle, subject to preferences among beneficial uses, such as providing a priority for subsistence harvest and use of fish and wildlife (where such uses are customary and traditional), and implements its program through the State Boards and the ADF&G, providing for public participation through Advisory Committees authorized in the State's laws and regulations (Alaska Statutes Title 16; Alaska Administrative Code Title 5) and through the Administrative Procedures Act;

WHEREAS, the Federal Government, by authority of the Alaska National Interest Lands Conservation Act (ANILCA) and other laws of Congress, regulations, and policies, is responsible for protecting and providing the opportunity for rural residents of Alaska to engage in a subsistence way of life on Federal public lands in Alaska, consistent with the conservation of healthy populations of fish and wildlife, as those lands are defined in

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ANILCA section 102 and Federal regulation (36 CFR Part 242 and 50 CFR Part 100 pgs 1276-1313, dated January 8, 1999) and implements its program through the Federal Board, providing for public participation through Regional Advisory Councils authorized by Section 805 of Title VIII of ANILCA and Federal regulations (above); and,

WHEREAS, ANILCA, Title VIII, authorizes the Federal Government to enter into cooperative agreements in order to accomplish the purposes and policies of Title VIII, and the State of Alaska and the Federal Government believe it is in the best interests of the fish and wildlife resources and the public to enter into this Memorandum of Agreement;

THEREFORE, the signatories endorse coordination of State and Federal regulatory processes and the collection and exchange of data and information relative to fish and wildlife populations and their use necessary for subsistence management on public lands. This MOA forms the basis for such cooperation and coordination among the parties with regard to subsistence management of fish and wildlife resources.

### II. PURPOSES:

The purpose of this MOA is to provide a foundation and direction for coordinated interagency subsistence fisheries and wildlife management, consistent with State and Federal statutes, that will protect and promote the sustained health of fish and wildlife populations, ensure conservation and stability in fisheries and wildlife management, and include meaningful public involvement. The signatories hereby enter this MOA to establish guidelines for subsequent agreements and protocols to implement coordinated management of fish and wildlife resources and their subsistence uses on Federal public lands in Alaska.

### III. GUIDING PRINCIPLES:

- 1) Ensure conservation of fish and wildlife resources while providing for continued subsistence uses through coordinated interagency subsistence management and regulatory programs that promote coordination and cooperation between State and Federal agencies, regulatory bodies, Regional Advisory Councils and Advisory Committees, local organizations, tribes and other government entities;
- 2) Use the best available scientific information and local traditional knowledge, for decisions regarding subsistence fisheries and wildlife management;
- 3) Avoid duplication in research, monitoring, and management;
- 4) Involve subsistence and other users in the fisheries and wildlife management planning process;

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- 5) Ensure the exchange of fisheries and wildlife information between the signatories, subsistence users, Alaska Native groups including Alaska Native tribes, non-profit regional organizations and governments, Regional Advisory Councils and Advisory Committees on fish and wildlife management, and other pertinent Alaska organizations, local organizations and government, and,
- 6) Promote stability in fish and wildlife management and minimize unnecessary disruption to subsistence and other beneficial uses of fish and wildlife resources.

### IV. THE SIGNATORIES MUTUALLY AGREE:

- 1) To cooperate and coordinate their respective research, monitoring, regulatory, and management actions to ensure the conservation of fish and wildlife populations in accordance with scientific and cultural principles.
- 2) That State historical and current harvest and population data and information and cultural information are critical components of successful implementation of Federal responsibilities under ANILCA Title VIII. To the extent possible, Federal research programs should supplement and complement the State, regional, and local programs.
- 3) To provide a priority for subsistence uses of fish and wildlife resources as set forth in the relevant State or Federal law, and to allow for other beneficial uses of fish and wildlife resources when harvestable surpluses are sufficient, consistent with ANILCA, Title VIII, Section 815(3) and AS 16.05.258.
- 4) That cooperative funding agreements implementing the provisions of this agreement may be negotiated when necessary and as authorized by Title VIII, Section 809 of ANILCA. Funding agreements for cooperative research and monitoring studies of subsistence resources with organizations representing local subsistence users will be an important component of information gathering and management programs.
- 5) That the state and federal standards for conservation of fish and wildlife populations are generally compatible.
- 6) That the Federal agencies and ADF&G will establish protocols that will address data collection and information management, data analysis and review, in-season fisheries and wildlife management, and other key issues jointly agreed upon.
- 7) To cooperate through interagency Federal-State technical committees that may include Regional Advisory Council representatives, among others, as necessary to implement the protocols in the identification of data and information important for the Federal agencies to fulfill their responsibilities under Title VIII of ANILCA.

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- 8) To provide an opportunity, through interagency Federal-State technical committees, for appropriate scientific staff, along with Regional Advisory Council representatives, subsistence users and other members of the public, to discuss and review data analyses associated with proposal analyses and resource and harvest assessment and monitoring.
- 9) To designate liaisons for policy communications and, as appropriate, to designate local agency representatives for efficient day-to-day communication, field operations, and data retrieval between State and Federal programs.
- 10) To provide adequate opportunity for the Federal agencies, Regional Advisory Councils and ADF&G to review data analyses associated with proposed subsistence special actions and subsistence emergency orders. Where conservation of the resource is of immediate concern, the review shall not delay timely management action.
- 11) To cooperatively review existing State management plans providing an opportunity for Regional Advisory Councils, Advisory Committees and other publics to participate. To use State management plans as the initial basis for any management actions so long as they provide for subsistence priorities under state and federal law. Procedures for management plan revisions will be developed by the respective Federal and State Boards in a protocol.
- 12) To use the State's harvest reporting and assessment systems supplemented by information from other sources to monitor subsistence uses of fish and wildlife resources on public lands. In some cases, Federal subsistence seasons and harvest limits necessitate separate Federal subsistence permits and harvest reports.
- 13) Local residents will have meaningful involvement in subsistence wildlife and fisheries management processes.

### V. SCOPE FOR INDIVIDUAL PROTOCOLS:

The signatories agree to implement this agreement through a set of protocols. Individual protocols provide a foundation for cooperation and coordination between the signatories, as appropriate, for management and regulation of subsistence fish and wildlife uses.

- 1) Individual protocols will be developed between the Federal agencies and ADF&G and between the Federal Board and State Boards, as appropriate, including, but not limited to the following areas: in-season management, data collection, including traditional ecological knowledge, and information management, regulatory processes, identification of subsistence use amounts, and fisheries and wildlife management planning. Data and information include those used for resource assessment and monitoring, including population status and trends; information on harvestable surpluses and escapement or population objectives; subsistence harvest and use data and information; and socioeconomic information about subsistence users.

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- 2) The Federal and State Boards, in consultation with their respective advisory bodies (Regional Advisory Councils and Advisory Committees), will establish protocols that will address regulatory process coordination (including review of subsistence proposals and emergency or special action requests); quantification of amounts necessary for subsistence uses; review of fisheries and wildlife management plans (including biologically-based harvestable surpluses, escapement or population objectives, and harvest plans); customary trade determinations, and other key coordination issues jointly agreed upon. The protocol will identify opportunities and specify roles for agency liaisons to participate in board meetings, work sessions, and reviews of proposal analyses.
  
- 3) The ADF&G and Federal agencies will establish protocols for collecting and exchanging data and information for managing fish and wildlife resources for subsistence uses. These protocols will detail the agency roles and processes used in the collection, distribution, storage, and use of data and information, and review of data analyses. The intent is to establish a coordinated data and information management program that addresses the most important subsistence information needs. Data collection protocols shall be designed to maximize comparability, consistency, and reliability across resources, areas/communities, and time, and to ensure timely access by managers to fish and wildlife resource and subsistence use data. Data analysis protocols shall be designed to include appropriate scientific staff as members of a joint Federal-State technical committee, along with public members, to discuss and review data analyses.
  
- 4) The Federal and State Boards may appoint joint technical committees or workgroups as necessary to implement the provisions of the pertinent protocols.
  
- 5) The ADF&G and Federal agencies may appoint joint technical committees or workgroups as necessary to implement the provisions of the pertinent protocols.
  
- 6) Individual protocols shall at a minimum:
  - a. Be developed by an interagency committee. The committee shall involve, as appropriate, Regional Advisory Council representatives and other state/federal regional or technical experts.
  - b. Identify the subject or topic of the protocol.
  - c. Identify the parties to the protocol.
  - d. Identify the process to be used for implementing the protocol.
  - e. Provide for appropriate involvement of Regional Advisory Councils, Alaska Native groups, including Tribes, and other Alaska entities when implementing protocols.
  - f. Specify technical committee or workgroup memberships.
  - g. Identify funding obligations of the parties.
  - h. Provide justification for the process.
  - i. Define the mechanism to be used for review and evaluation.
  - j. Develop a timeline to complete tasks.

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7) Protocols will require concurrence by the signatories of this MOA prior to implementation.

### VI. GENERAL PROVISIONS:

1) Each party will be responsible for its own acts and omissions, including those of its officers, agents and employees, and each party will indemnify, defend and hold harmless the others, to the maximum extent allowed by law, from any claim of or liability for error, omission or negligent act of any kind, including attorney fees, for damages to property or injury to a person occasioned by each party's own acts or omissions in connection with the terms of this MOA.

2) No member of, or Delegate to, Congress shall be admitted to any share or part of this document, or to any benefit that may arise therefrom.

3) This MOA is complementary to and is not intended to replace, except as specifically regards Federal responsibility for subsistence uses of fish and wildlife on public lands, the Master Memoranda of Understanding between the individual Federal parties and the ADF&G. Supplemental protocols to this document may be developed to promote further interaction and coordination among the parties.

4) Nothing herein is intended to conflict with Federal, State, or local laws or regulations.

5) Policy and position statements relating specifically to this MOA may be made only by mutual consent of the parties.

6) Nothing in this MOA is intended to enlarge or diminish each party's existing responsibilities and authorities, if any, for management of fish and wildlife resources, or the public lands.

7) Upon signing this MOA, the parties shall each designate an individual and an alternate to serve as the principal contact or liaison for implementation of this Agreement and individual protocols.

8) This MOA becomes effective upon signing by all signatories and will remain in force until such time as the Secretary of the Interior determines that the State of Alaska has implemented a subsistence management program in compliance with Title VIII of ANILCA, or, signatories terminate this understanding by providing 60 days written notice.

9) The signatories will meet annually, or more frequently if necessary, to review coordinated programs established under this MOA and to consider modifications that would further improve interagency working relationships. Modifications within the

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scope of this understanding shall be made by mutual consent of the signatories, in writing, signed and dated by all parties.

10) Nothing in this document shall be construed as obligating the signatories to expend funds or involving the United States or the State of Alaska in any contract or other obligations for the future payment of money, except as may be negotiated in future cooperative funding agreements.

11) This MOA establishes guidelines and mutual management goals by which the signatories shall coordinate, but does not create legally enforceable obligations or rights.

12) This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures.

13) This instrument in no way restricts the signatories from participating in similar activities with other public or private agencies, organizations, and individuals.

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SIGNATORIES:


IN WITNESS WHEREOF, the parties hereto have executed this Interim MOA as of the last date written below.

Frank Rue   
Commissioner  
Alaska Department of Fish and Game

Date: 4.13.00

Dan Coffey   
Chair  
Alaska Board of Fisheries

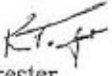
Date: 4-20-00

Lori Quakenbush   
Chair  
Alaska Board of Game

Date: 4/24/00

Dave Allen   
Regional Director  
U.S. Fish and Wildlife Service


Date: \_\_\_\_\_

Jim Caplan   
Regional Forester  
U.S.D.A. Forest Service


Date: 4/18/00

Judy Gottlieb  
Associate Regional Director  
National Park Service


Date: \_\_\_\_\_

Fran Cherry   
State Director  
Bureau of Land Management


Date: 4/19/00

Niles Cesar   
Area Director  
Bureau of Indian Affairs

Date: 4-24-00

Mitch Demientieff   
Chair  
Federal Subsistence Board

Date: 4-18-00

  
4/18/00