

104<sup>TH</sup> CONGRESS  
1<sup>ST</sup> SESSION

# S. 662

To implement the interim agreement for the conservation of Yukon River salmon stocks agreed to by the Government of the United States of America and the Government of Canada on February 3, 1995, and for other purposes.

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## IN THE SENATE OF THE UNITED STATES

APRIL 3 (legislative day, MARCH 27), 1995

Mr. STEVENS (for himself and Mr. MURKOWSKI) introduced the following bill; which was read twice and referred to the Committee on Commerce, Science, and Transportation

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## A BILL

To implement the interim agreement for the conservation of Yukon River salmon stocks agreed to by the Government of the United States of America and the Government of Canada on February 3, 1995, and for other purposes.

1       *Be it enacted by the Senate and House of Representa-*  
2       *tives of the United States of America in Congress assembled,*

3       **SECTION 1. SHORT TITLE.**

4       This Act may be cited as the “Yukon River Salmon  
5 Act of 1995”.

6       **SEC. 2. PURPOSES.**

7       It is the purpose of this Act—

1           (1) to implement the interim agreement for the  
2 conservation of salmon stocks originating from the  
3 Yukon River in Canada agreed to through an ex-  
4 change of notes between the Government of the  
5 United States and the Government of Canada on  
6 February 3, 1995;

7           (2) to provide for representation by the United  
8 States on the Yukon River Panel established under  
9 such agreement; and

10           (3) to authorize to be appropriated sums nec-  
11 essary to carry out the responsibilities of the United  
12 States under such agreement.

13 **SEC. 3. DEFINITIONS.**

14 As used in this Act—

15           (1) the term “Agreement” means the interim  
16 agreement for the conservation of salmon stocks  
17 originating from the Yukon River in Canada agreed  
18 to through an exchange of notes between the Gov-  
19 ernment of the United States and the Government  
20 of Canada on February 3, 1995;

21           (2) the term “Panel” means the Yukon River  
22 Panel established by the Agreement; and

23           (3) the term “Yukon River Joint Technical  
24 Committee” means the technical committee estab-  
25 lished by paragraph C.2 of the Memorandum of Un-

1 derstanding concerning the Pacific Salmon Treaty  
2 between the Government of the United States and  
3 the Government of Canada recorded January 28,  
4 1985.

5 **SEC. 4. PANEL.**

6 (a) REPRESENTATION.—The United States shall be  
7 represented on the Panel by six individuals, of whom—

8 (1) one (1) shall be an official of the United  
9 States Government with expertise in salmon con-  
10 servation and management;

11 (2) one (1) shall be an official of the State of  
12 Alaska with expertise in salmon conservation and  
13 management; and

14 (3) four (4) shall be knowledgeable and experi-  
15 enced with regard to the salmon fisheries on the  
16 Yukon River.

17 (b) APPOINTMENTS.—Panel members shall be ap-  
18 pointed as follows:

19 (1) The Panel member described in subsection  
20 (a)(1) shall be appointed by the Secretary of State.

21 (2) The Panel member described in subsection  
22 (a)(2) shall be appointed by the Governor of Alaska.

23 (3) The Panel members described in subsection  
24 (a)(3) shall be appointed by the Governor of Alaska,  
25 who shall consider nominations provided by organi-

1 zations with expertise in Yukon River salmon fish-  
2 eries. The Governor of Alaska shall appoint at least  
3 one member under subsection (a)(3) who is qualified  
4 to represent the interests of Lower Yukon River  
5 fishing districts, and at least one member who is  
6 qualified to represent the interests of Upper Yukon  
7 River fishing districts. At least one of the Panel  
8 members under subsection (a)(3) shall be an Alaska  
9 Native.

10 (c) ALTERNATES.—The Secretary of State and Gov-  
11 ernor of Alaska may designate an alternate Panel member  
12 for each Panel member they appoint under subsection (b),  
13 who meets the same qualifications, to serve in the absence  
14 of the Panel member.

15 (d) TERM LENGTH.—Panel members and alternate  
16 Panel members shall serve four-year terms. Any individual  
17 appointed to fill a vacancy occurring before the expiration  
18 of any term shall be appointed for the remainder of that  
19 term.

20 (e) REAPPOINTMENT.—Panel members and alternate  
21 Panel members shall be eligible for reappointment.

22 (f) DECISIONS.—Decisions by the United States sec-  
23 tion of the Panel shall be made by the consensus of the  
24 Panel members appointed under paragraphs (2) and (3)  
25 of subsection (a).

1 (g) CONSULTATION.—In carrying out their functions  
2 under the Agreement, Panel members may consult with  
3 such other interested parties as they consider appropriate.

4 **SEC. 5. ADVISORY COMMITTEE.**

5 (a) APPOINTMENTS.—The Governor of Alaska may  
6 appoint an Advisory Committee of not less than eight (8),  
7 but not more than twelve (12), individuals who are knowl-  
8 edgeable and experienced with regard to the salmon fish-  
9 eries on the Yukon River. Members of the Advisory Com-  
10 mittee may attend all meetings of the United States sec-  
11 tion of the Panel, and shall be given the opportunity to  
12 examine and be heard on any matter under consideration  
13 by the United States section of the Panel.

14 (b) COMPENSATION.—The members of such advisory  
15 committee shall receive no compensation for their services.

16 (c) TERM LENGTH.—Advisory Committee members  
17 shall serve two-year terms. Any individual appointed to fill  
18 a vacancy occurring before the expiration of any term shall  
19 be appointed for the remainder of that term.

20 (d) REAPPOINTMENT.—Advisory Committee mem-  
21 bers shall be eligible for reappointment.

22 **SEC. 6. EXEMPTION.**

23 The Federal Advisory Committee Act (5 U.S.C. App.  
24 1 et seq.) shall not apply to the Panel, the Yukon River

1 Joint Technical Committee, or the Advisory Committee  
2 created under section 5 of this Act.

3 **SEC. 7. AUTHORITY AND RESPONSIBILITY.**

4 (a) RESPONSIBLE MANAGEMENT ENTITY.—The  
5 State of Alaska Department of Fish and Game shall be  
6 the responsible management entity for the United States  
7 for the purposes of the Agreement.

8 (b) EFFECT OF DESIGNATION.—The designation  
9 under subsection (a) shall not be considered to expand,  
10 diminish or change the management authority of the State  
11 of Alaska or the Federal Government with respect to fish-  
12 ery resources.

13 (c) RECOMMENDATIONS OF PANEL.—In addition to  
14 recommendations made by the Panel to the responsible  
15 management entities in accordance with the Agreement,  
16 the Panel may make recommendations concerning the con-  
17 servation and management of salmon originating in the  
18 Yukon River to the Department of Interior, Department  
19 of Commerce, Department of State, North Pacific Fishery  
20 Management Council, and other Federal or State entities  
21 as appropriate. Recommendations by the Panel shall be  
22 advisory in nature.

23 **SEC. 8. CONTINUATION OF AGREEMENT.**

24 In the event that the Treaty between Canada and the  
25 United States of America Concerning Pacific Salmon,

1 signed at Ottawa, January 28, 1985, terminates prior to  
2 the termination of the Agreement, and the functions of  
3 the Panel are assumed by the “Yukon River Salmon Com-  
4 mission” referenced in the Agreement, the provisions of  
5 this Act which apply to the Panel shall thereafter apply  
6 to the Yukon River Salmon Commission, and the other  
7 provisions of this Act shall remain in effect.

8 **SEC. 9. ADMINISTRATIVE MATTERS.**

9 (a) Panel members and alternate Panel members who  
10 are not State or Federal employees shall receive com-  
11 pensation at the daily rate of GS-16 of the General Sched-  
12 ule when engaged in the actual performance of duties.

13 (b) Travel and other necessary expenses shall be paid  
14 for all Panel members, alternate Panel members, United  
15 States members of the Joint Technical Committee, and  
16 members of the Advisory Committee when engaged in the  
17 actual performance of duties.

18 (c) Except for officials of the United States Govern-  
19 ment, individuals described in subsection (b) shall not be  
20 considered to be Federal employees while engaged in the  
21 actual performance of duties, except for the purposes of  
22 injury compensation or tort claims liability as provided in  
23 chapter 81 of title 5, United States Code, and chapter 71  
24 of title 28, United States Code.

1 **SEC. 10. AUTHORIZATION OF APPROPRIATIONS.**

2 There are authorized to be appropriated from time  
3 to time such sums as may be necessary for carrying out  
4 the purposes and provisions of the Agreement and this Act  
5 including—

6 (1) necessary travel expenses of Panel mem-  
7 bers, alternate Panel members, United States mem-  
8 bers of the Joint Technical Committee, and mem-  
9 bers of the Advisory Committee in accordance with  
10 Federal Travel Regulations and sections 5701, 5702,  
11 5704 through 5708, and 5731 of title 5, United  
12 States Code;

13 (2) the United States share of the joint ex-  
14 penses of the Panel and the Joint Technical Com-  
15 mittee, provided that Panel members and alternate  
16 Panel members shall not, with respect to commit-  
17 ments concerning the United States share of the  
18 joint expenses, be subject to section 262(b) of title  
19 22, United States Code, insofar as it limits the au-  
20 thority of United States representatives to inter-  
21 national organizations with respect to such commit-  
22 ments; and

23 (3) by the Secretary of Commerce, \$400,000 in  
24 each of fiscal years 1996, 1997, 1998, and 1999 to  
25 be contributed to the Yukon River Restoration and

- 1 Enhancement Fund and used in accordance with the
- 2 Agreement.

