

17,11,09

**Cooperative Agreement
COOP-06-006
between**

**State of Alaska
Department of Fish and Game
Exxon Valdez Oil Spill Trustee Council
441 West 5th Avenue, Suite 500
Anchorage, Alaska 99501
and**

**American Fisheries Society
Alaska Chapter
C/O
Bill Wilson – 2005 Meeting Chairman
North Pacific Fishery Management Council
605 West 4th Avenue, Suite 306
Anchorage, Alaska 99501-2252**

I. Authority

This agreement is made and entered into between the American Fisheries Society (AFS), and the Alaska Department of Fish and Game (ADF&G). ADF&G enters into this agreement under authority of AS 16.05.050(13) and AS 36.30.850(d).

II. Purpose/Background

The purpose of this agreement is to provide participation and support at the 135th annual meeting of the American Fisheries Society, Alaska Chapter to be held in combination with the meetings of American Fisheries Society, Western Division and the Lowell Wakefield Fisheries Symposium on September 11 – 15, 2005 in Anchorage, Alaska.

This international meeting will bring up to 2000 professional fishery and aquatic scientists to Alaska, and the local planning committee plans to showcase Alaska's fishery resources and unique fishery management challenges to this international audience.

III. Covenants of Alaska Department of Fish and Game

The ADF&G does hereby agree to:

- a. Be involved as both sponsor and participant. It is anticipated that several EVOS funded researchers will presenting papers at the meeting. This will allow the opportunity for interface with their peers and the exchange of information.

b. Compensate AFS not more than \$10,000.00 toward the general costs of the meeting. Compensation will be made within 30 days of receipt and approval, by ADF&G, of an approved invoice. All requests shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc.

IV. Covenants of the American Fisheries

- a. The Trustee Council's name and logo would be prominently featured in the program, and will be identified on our web site and other promotional materials as a sponsor of the meeting. The Trustee Council also will be featured during the opening Plenary Session and on posters displayed in public areas at the Egan Convention Center and Performing Arts Center.
- b. Meet periodically with ADFD&G.
- c. Maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of the agreement. These records shall be made available to the state for audit purposes.
- d. Provide a final report to ADF&G outlining meeting events and outcomes.

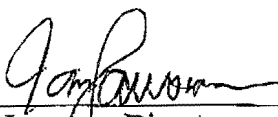
V. It is mutually agreed that:

- a. Nothing in this agreement shall obligate any party in the expenditure of funds, or for future payments of money, in excess of appropriations authorized by law.
- b. Each party agrees that it will be responsible for its own acts and omissions including those of its officers, agents, and employees, and each party shall indemnify, defend and hold harmless the other, to the maximum extent allowed by law, from any claim of, or liability for error, omission or negligent act of whatever kind, including attorney fees, for damages to property or injury to persons occasioned by each party's own acts or omissions in connection with the terms of this agreement.
- c. Both parties agree to comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
- d. Each party will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
- e. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.

- f. Policy relating specifically to this cooperative program may be made only by mutual consent of the agencies.
- g. The effective date of this agreement shall be July 11, 2005.
- h. The termination date of this agreement shall be October 31, 2005, however either party may terminate its participation in this agreement by providing to the other party notice in writing 30 days in advance of the date on which its termination becomes effective.
- i. AFS and any agents or employees act in an independent capacity and not as officers, employees, or agents of the State in performance under this agreement.
- j. This agreement is governed by the laws of the State of Alaska. By signature, all parties acknowledge this governance and waive any and all implied or expressed sovereignty. All actions concerning this agreement shall be brought in the Superior Court of the State of Alaska.
- k. This agreement may be amended by mutual written consent of the parties.
- l. Both Parties shall provide and maintain, for all employees engaged in work under this agreement, workers' compensation insurance coverage as required by AS 23.30.045, and where applicable, any other statutory obligations including but not limited to Federal U.S. L.&H. and Jones Act requirements.

VI. Signatures

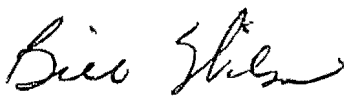
For the Alaska Department of Fish and Game



 Tom Lawson, Director
 Division of Administrative Services

5/29/05
 Date

For the American Fisheries Society



 Bill Wilson
 2005 Meeting Chairman

6/27/05
 Date