

Appendix E
Memorandum of Understanding

APPENDIX E

MEMORANDUM OF UNDERSTANDING

December, 1997

BETWEEN

THE STATE OF ALASKA

**DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF FISH & GAME
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

AND

**THE U.S. DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE
Alaska Region**

AND

**THE U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Alaska Region**

This Memorandum of Understanding between the State of Alaska (Departments of Natural Resources, Fish & Game, and Environmental Conservation) hereinafter referred to as the 'Departments,' and the United States Department of Interior, Fish and Wildlife Service, hereinafter referred to as the Service, United States Department of Agriculture, Forest Service, hereinafter referred to as the Forest Service, reflects the general policy guidelines within which the three agencies agree to operate in relation to the land, including submerged, tide and shoreland, and water of the Kenai River within the Plan Boundary of the Kenai River Comprehensive Management Plan (December, 1997).

WHEREAS, the State of Alaska, under Alaska Statute AS 41.21 established the Kenai River Special Management Area with the intent "to protect and perpetuate the fishery and wildlife resources and habitat in the unit and adjacent area, and to manage recreational uses and development activities in the unit and adjacent area", and required the preparation of a Kenai River Comprehensive Management Plan (Management Plan) under AS 41.21.506 for the Kenai River Special Management Area and its adjacent areas, and

WHEREAS, the Department of Natural Resources, under the Constitution, laws, and regulations of the State of Alaska, is responsible for supervision, improvement, development and maintenance of the State Park System, and furthermore, the Department is assigned responsibility by A.S. 41.21.500-514 for the control, maintenance, and development of the Kenai River Special Management Area, a unit of the State Park system and "to protect and perpetuate the fishery and wildlife resources and habitat in the unit and adjacent area, and to manage recreational uses and development activities in the unit and adjacent area", and

WHEREAS, the Department of Fish & Game, under the Constitution, laws, and regulations of the State of Alaska, is responsible for supervision, improvement, and protection of the biological resources of the State of Alaska and for the protection of certain critical habitat areas, and has specific responsibilities to protect and perpetuate the fishery and wildlife resources in the Kenai River Special Management Area and adjacent areas, and

December 3, 1997

WHEREAS, the Department of Environmental Conservation, under the Constitution, laws, and regulations of the State of Alaska, is responsible for the protection of the natural environment and its associated critical resources,

WHEREAS, the Service, under the Constitution, laws of Congress, and regulations of the U.S. Department of the Interior, is responsible on the Kenai National Wildlife Refuge to conserve fish and wildlife populations and habitats in their natural diversity, ensure water quality and quantity, fulfill international treaty obligations with respect to fish and wildlife and their habitats, and to provide in a manner compatible with these responsibilities, opportunities for scientific research, interpretation, environmental education, land management training, and opportunities for fish and wildlife-oriented recreation; and both on and off the Refuge is responsible for identifying impacts on fish, wildlife, and habitat resources and recommending mitigation measures for federal construction projects, Federal Energy Regulatory Commission hydropower projects, and a wide variety of projects requiring Section 10/404 permits for dredging and filling in navigable waters and filling in lakes, streams, and wetlands, and

WHEREAS, the Forest Service, by authority of the Multiple-Use Sustained-Yield Act of 1960, the National Forest Management Act of 1974,, the Sikes Act of 1974, and the Economy Act of 1932, is responsible for the administration and multiple-use management of the natural resources within the boundaries of the Chugach National Forest, this management including the maintenance and improvement of habitat for fish and wildlife, the protection of historical and cultural resources, timber harvest and recreational opportunities in concert with other recognized uses and users of the lands and waters; and

WHEREAS, the Departments, the Service, and the Forest Service share a mutual concern for protection of fish and wildlife resources and their habitats, ensuring the highest practicable level of environmental protection, and for providing recreational opportunities for the visiting public compatible with such protection, and desire to develop and maintain a cooperative relationship which will be in the best interests of all parties, the involved fish and wildlife resources and their habitats, and produce the greatest public benefit; and

WHEREAS, the Departments, the Service, and the Forest Service recognize the increasing need to coordinate resource planning and policy development for the lands and waters of the Kenai River and specifically that area within the Plan Boundary of the Kenai River Comprehensive Management Plan (Revised, 1997).

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. All references to the Kenai River in the subsequent statements include the Kenai River and its tributaries, Skilak and Kenai Lakes, contiguous wetlands, and all other physical and hydraulic features included within the Plan Boundary of the Kenai River Comprehensive Management Plan as described on page 4 and as depicted in Appendix A of the Management Plan .
2. To the extent consistent with and allowed by each party's applicable laws, regulations, and policies, to recognize the planning, enforcement, and permit authority of each other party with respect to the lands and waters each party may manage on or near the Kenai River and to the maximum extent practicable and as allowed by each party's applicable mission, regulations, and policies, to implement the recommendations of the Kenai River Comprehensive Management Plan (1997).
3. To make their best efforts to protect, restore and enhance, the fish and wildlife habitats and productivity and public fish and wildlife resources and the recreational values of the aforementioned lands and waters insofar as such efforts are consistent with each party's mission, regulations, policies, and plans.

4. To support and coordinate each party's management and enforcement efforts insofar as those management and enforcement efforts do not conflict with the mission, regulations, policies, and plans governing the cooperating party's conduct.
5. To coordinate planning for management of fish and wildlife resources, recreational resources, and associated resources so that potential conflicts arising from differing missions, regulations and policies are recognized early in the planning process and are avoided or minimized.
6. To consult with each other when developing policy, regulations, or legislation which affects the development and protection of the natural, cultural, historical, recreational, and scenic resources of the Kenai River.
7. To consult with each other to resolve differences or potential differences, and to promote effective cooperation regarding the management of natural, cultural, historical, recreational, and scenic resources of the Kenai River.
8. To pursue the feasibility of combined cooperative permitting systems for public use activities for the purpose of simplifying the procedures for permit issuance; to implement the recommendations of the Kenai River Comprehensive Management Plan relating to permitting; and, if practicable and consistent with each agency's mission, regulations, and policies, to coordinate the permitting systems for public use activities at locations that may provide for increased ease of access and use by the public.
9. To support, where practicable and consistent with each agency's mission, regulations, and policies, the Kenai River Center in providing coordinated permitting activities, technical assistance, and information to the public.
10. To continue cooperative law enforcement efforts and pursue the feasibility of joint law enforcement authority and mutual enforcement of applicable State and Federal laws, regulations, and permit stipulations for public use activities on the Kenai River.
11. To develop such cooperative/interagency or memoranda of understanding between the parties as may be required to implement the policies contained herein or as needed to address other operational matters.
12. That this Memorandum of Understanding shall become effective when signed by the Commissioners of the Departments, the Alaska Regional Director of the U.S. Fish and Wildlife Service, and the Regional Forester of the USDA Forest Service, Alaska Region, and shall continue in force until terminated by a signatory party by providing notice in writing 120 days in advance of the intended date of termination.
13. That 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.
14. That amendments to this Memorandum of Understanding may be proposed by any party to this agreement and shall become effective upon written approval by the authorized representative for each party.
15. That there shall be a Kenai River Technical Coordinating Group and that all parties through their designated representatives on this group will meet at least three times each year on or about September 15, December 15, and April 1. The purpose of this Group shall be to discuss issues of common importance, to coordinate management and enforcement programs, and provide information to the Kenai River Advisory Board. The Kenai River Advisory Board shall be able to request information and technical assistance in fulfilling their responsibilities, as required under Alaska statute. In addition to the agencies signatory to this Memorandum of Understanding, local and federal agencies can participate in this group, including but not limited to the Kenai Peninsula Borough, the

cities of Kenai and Soldotna, and the following federal agencies: U.S. Corps of Engineers, Environmental Protection Agency, and U.S. Geological Survey.

16. That nothing in this agreement is intended to enlarge or diminish the responsibility and authority of the State of Alaska or the Secretary of Interior or the Secretary of Agriculture over the management of any lands, waters, and/or interests therein.

17. That nothing in this agreement is intended to enlarge or diminish the responsibility and authority of the State of Alaska or the Secretary of Interior or the Secretary of Agriculture over the management of fish and wildlife and their habitats.

18. That nothing in this agreement is intended to enlarge or diminish the responsibility and authority of the State of Alaska or of the Secretary of Interior or the Secretary of Agriculture for enforcement of any laws, regulations, or permit conditions.



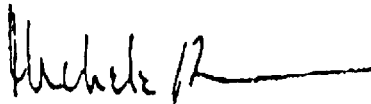
Date: 12/15/97

JOHN SHIVELY, Commissioner of the Department of Natural Resources, State of Alaska



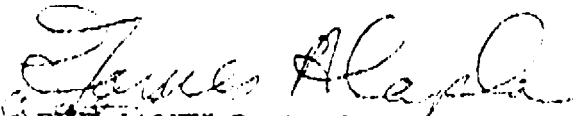
Date: 7.24.98

FRANK RUE, Commissioner of the Department of Fish & Game, State of Alaska



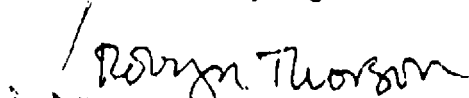
Date: 8/4/98

MICHELE BROWN, Commissioner of the Dept. of Environmental Conservation, State of Alaska



Date: 2/22/98

PHIL JANTKE, Regional Forester, Alaska Region, U.S. Forest Service



Date: 2/5/98

DAVID B. ALLEN, Regional Director, Alaska Region, U.S. Fish and Wildlife Service

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