

Introduced by:	Mayor
Date:	04/03/12
Action:	Adopted
Vote:	9 Yes, 0 No, 0 Absent

**KENAI PENINSULA BOROUGH
RESOLUTION 2012-024**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE
STREAM WATCH PROGRAM BETWEEN THE KENAI PENINSULA BOROUGH,
UNITED STATES FOREST SERVICE/CHUGACH NATIONAL FOREST, KENAI
NATIONAL WILDLIFE REFUGE, ALASKA DEPARTMENT OF NATURAL
RESOURCES, CITY OF SOLDOTNA, CITY OF KENAI AND THE KENAI
WATERSHED FORUM**

WHEREAS, the Stream Watch Program began in 1994 and utilizes volunteers to assist regulatory and land management agencies to protect and conserve natural and cultural resources through hands-on stewardship projects and peer-to-peer education; and

WHEREAS, volunteer efforts on the Upper Kenai and Russian River include providing education to the public on habitat and riparian protection, bear awareness, ethical angling techniques and agency regulations as well as mending habitat fences, maintaining signage and assisting on special projects as needed; and

WHEREAS, the Stream Watch Program intends to expand to other locations on the Kenai Peninsula to continue assisting cooperating agencies in stewardship objectives and public education; and

WHEREAS, the Stream Watch Memorandum of Understanding (MOU) provides for the Kenai Peninsula Borough (Borough) and other cooperating agencies to provide program oversight through steering committee representation including program evaluation and endorsement of an annual operating plan; and

WHEREAS, the MOU further provides for the Borough and other cooperating agencies to develop programmatic form and function, maintain open communication, and develop annual operations with the following mutual interests:

- A. Maintain political neutrality and non-advocacy
- B. Maintain hands-on restoration and education focus
- C. Maintain a common purpose throughout jurisdictions
- D. Foster reasonable consistency of messaging for users (recreationists)
- E. Maintain and enhance volunteer workforce capacity
- F. Make transitions and growth into other areas seamless to existing volunteers

- G. Develop sound criteria for any expansion beyond established sites, and
- H. Leverage relationships, collaboration and partnerships with government agencies, non-government organizations and private enterprise to sustain and promote the program; and

WHEREAS, the MOU does not require the Borough, or any other cooperating agency to obligate or transfer any funds, nor does it create any right, benefit, or trust responsibility; and

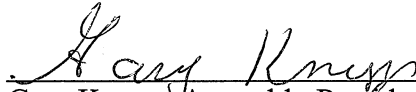
WHEREAS, participating in the MOU will allow the Borough to share planning resources with other cooperating agencies to help manage Borough rights-of-way, land and other interests affected by use and development along applicable Kenai Peninsula waterways;

NOW, THEREFORE, BE IT RESOLVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:

SECTION 1. The attached Memorandum of Understanding between the Kenai Peninsula Borough, U.S. Forest Service/Chugach National Forest, Kenai Wildlife refuge, Alaska Department of Natural Resources, the City of Soldotna, City of Kenai, and Kenai Watershed Forum is hereby approved. The Mayor is authorized to execute the Memorandum of Understanding.

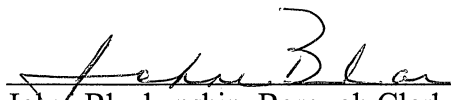
SECTION 2. That this resolution takes effect immediately upon its adoption.

ADOPTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS 3RD DAY OF APRIL, 2012.

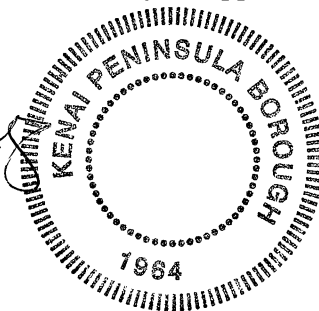


Gary Knopp, Assembly President

ATTEST:



John Blankenship, Borough Clerk



Yes: Haggerty, Johnson, McClure, Murphy, Pierce, Smalley, Smith, Tauriainen, Knopp
No: None
Absent: None

MEMORANDUM OF UNDERSTANDING
AMONG
THE CHUGACH NATIONAL FOREST 11-MU-11100400-121
THE KENAI NATIONAL WILDLIFE REFUGE
THE ALASKA DEPARTMENT OF NATURAL RESOURCES
THE CITY OF SOLDOTNA
KENAI PENINSULA BOROUGH
THE CITY OF KENAI
AND
THE KENAI WATERSHED FORUM

WHEREAS, all parties signatory to this Memorandum of Understanding (MOU) recognize the importance of providing public recreational opportunities to the general public on public lands while protecting cultural and natural resources;

WHEREAS, the Stream Watch volunteer program has been proven successful at assisting natural resource management agencies specifically in areas of high popularity such as the Upper Kenai and Russian River area;

WHEREAS, successful volunteer efforts on the Upper Kenai and Russian Rivers include providing education to the public related to habitat and riparian area protection, bear awareness, ethical angling techniques, and agency regulations. In addition, on-the-ground stewardship projects such as mending habitat fences, maintaining signage, and assisting in special projects are completed as needed.

WHEREAS, the signatory parties under this agreement are expanding the Stream Watch program from the Kenai-Russian Rivers' confluence area to other selected locations on the Kenai Peninsula to assist the land managing agencies in stewardship objectives and in providing education to the public in a non-regulatory manner;

NOW, THEREFORE, BE IT RESOLVED THAT EACH OF THE SIGNATORY ENTITIES TO THIS MOU AGREE TO THE FOLLOWING:

1. **TERM.** This MOU is executed as of the date of the last signature and is effective for five years at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
2. **NON-FUND OBLIGATION DOCUMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of

appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable laws. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

3. **STEERING COMMITTEE REPRESENTATION.** The Cooperators will provide program oversight through steering committee representation. The steering committee will meet no less than twice a year for program evaluation and to endorse an annual operations plan. The plan will identify need, funding and site logistics (i.e. location, timing, key messages & site projects). Upon agreement, the Cooperators in partnership with the Kenai Watershed Forum agree to implement the plan assigned, subject to funding and personnel, to the best of each cooperator's ability. An annual report will be developed by program personnel and provided to all Cooperators no later than December 1, of each year.
4. **PROGRAM INTERESTS.** The Cooperators will continue to work together to develop programmatic form and function, maintain open communication, and develop annual operations with the following mutual interests:
 - A. Maintain political neutrality and non-advocacy
 - B. Maintain hands on restoration and education focus
 - C. Maintain a common purpose throughout jurisdictions
 - D. Foster reasonable consistency of messaging for users (recreationists)
 - E. Maintain and enhance volunteer workforce capacity
 - F. Make transitions and growth into other areas seamless to existing volunteers
 - G. Develop sound criteria for any expansion beyond sites established in 2011
 - H. Leverage relationships, collaboration and partnerships with Government agencies, NGO's and private enterprise to sustain and promote the program.
5. **MODIFICATION.** Modifications within the scope of this MOU must be made by mutual consent of the Cooperators, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modifications should be made, in writing, at least 60 days prior to implementation of the requested change.
6. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise there from, either directly or indirectly.
7. **FREEDOM OF INFORMATION ACT.** Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been excepted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

8. **TERMINATION.** Any of the parties, in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration.
9. **DEBARMENT AND SUSPENSION.** The Cooperators shall immediately inform the federal agencies if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the federal agencies without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
10. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
11. **NON-LIABILITY.** The Cooperators do not assume liability for any third party claims for damages arising out of this instrument.
12. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
13. **AUTHORIZED REPRESENTATIVES.** By signature below, each party certifies that the individuals listed in this document as representatives of the individual cooperators are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the Parties hereto have executed this MOU as of the last date written below.

MEMORANDUM OF UNDERSTANDING
Between
The Chugach National Forest 11-MU-11100400-121
The Kenai National Wildlife Refuge
The Alaska Department of Natural Resources
The City Of Soldotna
Kenai Peninsula Borough
The City Of Kenai
And
The Kenai Watershed Forum

Signatory for the **Chugach National Forest**:

Terri Marceron, Forest Supervisor

Date

Principal Contacts:

Program Contact	Administrative Contact
Name: Travis Moseley or Bobbie Jo Skibo Address: Po Box 390 City, State, Zip: Seward, AK. 99664 Telephone: 907-288-7739 FAX: 907-288-2002 Email: tmoseley@fs.fed.us or bskibo@fs.fed.us	Name: Pam Wiese Address: 5985 Hwy K City, State, Zip: Rhineland, WI 54501 Telephone: 715-362-1106 FAX: 715-362-1166 Email: pamwiese@fs.fed.us

The authority and format of this agreement have been reviewed and approved for signature.

PAMELA M. WIESE
U.S. Forest Service Grants & Agreements Specialist

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Between
The Chugach National Forest 11-MU-11100400-121
The Kenai National Wildlife Refuge
The Alaska Department of Natural Resources
The City Of Soldotna
Kenai Peninsula Borough
The City Of Kenai
And
The Kenai Watershed Forum

Signatory for the **Kenai National Wildlife Refuge**:

Refuge Manager

Date

Principal Contacts:

Program Contact	Administrative Contact
Name: Janet Schmidt Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

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The City Of Soldotna
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The City Of Kenai
And
The Kenai Watershed Forum

Signatory for the **Alaska Department of Natural Resources**:

Commissioner

Date

Principal Contacts:

Program Contact	Administrative Contact
Name: Jack Sinclair Address: PO Box 1247 City, State, Zip: Soldotna, AK 99669 Telephone: 907-262-5581 ext 1 FAX: Email: jack.sinclair@alaska.gov	Name: Address: City, State, Zip: Telephone: FAX: Email:

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Between
The Chugach National Forest 11-MU-11100400-121
The Kenai National Wildlife Refuge
The Alaska Department of Natural Resources
The City Of Soldotna
Kenai Peninsula Borough
The City Of Kenai
And
The Kenai Watershed Forum

Signatory for the **City Of Soldotna**:

Mayor

Date

Principal Contacts:

Program Contact	Administrative Contact
Name: Andrew Carmichael Address: City, State, Zip: Telephone: FAX: Email:	Name: Larry Semmens Address: 177 N. Birch City, State, Zip: Soldotna AK, 99669 Telephone: (907) 262-9107 xtn 1227 FAX: Email: lsemmens@ci.soldotna.ak.us

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The Kenai National Wildlife Refuge
The Alaska Department of Natural Resources
The City Of Soldotna
Kenai Peninsula Borough
The City Of Kenai
And
The Kenai Watershed Forum

Signatory for the **Kenai Peninsula Borough**:

Mayor

Date

Principal Contacts:

Program Contact	Administrative Contact
Name: John Mohorcich Address: City, State, Zip: Telephone: (907) 714-1462 FAX: Email: jmohorci@borough.kenai.ak.us	Name: Address: City, State, Zip: Telephone: FAX: Email:

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The Kenai National Wildlife Refuge
The Alaska Department of Natural Resources
The City Of Soldotna
Kenai Peninsula Borough
The City Of Kenai
And
The Kenai Watershed Forum

Signatory for the **City of Kenai**:

Mayor

Date

Principal Contacts:

Program Contact	Administrative Contact
Name: Bob Frates Address: 210 Fidalgo Ave. City, State, Zip: Kenai, AK 99611 Telephone: (907) 283-3692 FAX: Email: bfrates@ci.kenai.ak.us	Name: Rich Koch, City Manager Address: 210 Fidalgo Ave. City, State, Zip: Kenai, AK 99611 Telephone: (907) 283-8222 FAX: Email: rkoch@ci.kenai.ak.us

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The Kenai National Wildlife Refuge
The Alaska Department of Natural Resources
The City Of Soldotna
Kenai Peninsula Borough
The City Of Kenai
And
The Kenai Watershed Forum

Signatory for the **Kenai Watershed Forum**:

President

Date

Principal Contacts:

Program Contact	Administrative Contact
Name: Robert Ruffner Address: PO Box 2937 City, State, Zip: Soldotna AK 99669 Telephone: (907) 260-5449 FAX: (907) 260-5412 Email: robert@kenaiwatershed.org	Name: Rhonda Orth Address: PO Box 2937 City, State, Zip: Soldotna AK 99669 Telephone: (907) 260-5449 FAX: : (907) 260-5412 Email: rhonda@kenaiwatershed.org