



FS Agreement No. 23-MU-11100400-010

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
KENAI NATIONAL WILDLIFE REFUGE
NATURAL RESOURCES, ALASKA DEPARTMENT OF
KENAI PENINSULA BOROUGH (INC)
CITY OF KENAI
CITY OF SOLDOTNA
KENAI WATERSHED FORUM INC, THE
And The
USDA, FOREST SERVICE
CHUGACH NATIONAL FOREST
SEWARD RANGER DISTRICT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Kenai National Wildlife Refuge, Alaska Department of Natural Resources, City of Soldotna, Kenai Peninsula Borough (Inc), the City of Kenai, and Kenai Watershed Forum Inc, hereinafter referred to as "Cooperators," and the United States Department of Agriculture (USDA), Forest Service, Chugach National Forest, Seward Ranger District, hereinafter referred to as the "U.S. Forest Service."

Background: Started in 1994 by a group of concerned citizens and the Chugach National Forest, this award winning volunteer-driven program has grown from a grassroots collective of ten to a volunteer movement of 180-plus volunteers who are making a difference for rivers on Alaska's Kenai Peninsula. Dedicated volunteers of all ages and interests receive all of the training and supplies, including volunteer campsites, to share information on river protection while completing hands-on projects on the Kasilof, Kenai and Russian Rivers.

Title: Stream Watch Volunteer Program

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to recognize the importance of providing public recreational opportunities while protecting cultural and natural resources through the Stream Watch Volunteer Program which recruits and trains volunteers to educate public and perform restoration activities on Kenai Peninsula rivers in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:



The U.S. Forest Service mission is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations.

The Kenai Watershed Forum Mission is to work together for healthy watersheds on the Kenai Peninsula. It is a dynamic organization dedicated to our rivers, streams and surrounding communities of the Kenai Peninsula and the State of Alaska for now and the future. Working hand-in-hand with other non-profits, government agencies, philanthropic foundations, and corporate entities have strengthened the impact for healthy habitat on the Kenai Peninsula immeasurably.

The Kenai National Wildlife Refuge mission is to serve as an anchor for biodiversity on the Kenai Peninsula despite global climate change, increasing development, and competing demands for refuge resources.

The State of Alaska Department of Natural Resources' mission is to develop, conserve and maximize the use of Alaska's natural resources consistent with the public interest.

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. 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 necessary.

The signatory parties under this agreement are expanding the Stream Watch program from the Kenai-Russian Rivers to other 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.

In consideration of the above premises, the parties agree as follows:

III. THE COOPERATORS SHALL:

- A. Provide program oversight through steering committee representation. The steering committee will meet no less than twice a year for program evaluation and to develop an annual operations plan. The plan will identify need, Cooperators' capacity 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 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 1st of each year.



- B. Ensure that any activity that involves transfer of funds, services, property, and/or anything of value to a party is approved through the execution of a separate agreement(s). See Clause V.F. below.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide representation as stated and for the purposes of Clause III.A. above.
- B. Ensure that any activity that involves transfer of funds, services, property, and/or anything of value to a party is approved through an execution of a separate agreement per Clause V.F. below.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

| Kenai National Wildlife Refuge Program Contact | Kenai National Wildlife Refuge Administrative Contact |
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| Matt Conner P.O. Box 2139 Soldotna, AK 99669 907-398-9616 907-262-3599 matt_conner@fws.gov | Matt Conner P.O. Box 2139 Soldotna, AK 99669 907-398-9616 907-262-3599 matt_conner@fws.gov |

| AK Department of Natural Resources Program Contact | AK Department of Natural Resources Administrative Contact |
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| Jack Blackwell P.O. Box 1247 Soldotna, AK 99669 Telephone: 907-262-5581 jack.blackwell@alaska.gov | Todd Derks 550 W. 7 th Avenue, Suite 900c Anchorage, AK 99501-3577 907-269-8549 todd.derks@alaska.gov |

| The City of Soldotna Program Contact | The City of Soldotna Administrative Contact |
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| <p>Andrew Carmichael 177 N. Birch Soldotna, AK 99669 907-714-1212 or 907-953-1949 866-596-2997 acarmichael@soldotna.org</p> | <p>Stephanie Queen City Manager 177 N. Birch Soldotna, AK 99669 907-714-1240 squeen@soldotna.org</p> |
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| <p>Kenai Peninsula Borough Program Contact</p> <p>Samantha Lopez 514 Funny River Road Soldotna, AK 99669 907-714-2468 slopez@kpb.us</p> | <p>Kenai Peninsula Borough Administrative Contact</p> <p>Sandra Fletcher 514 Funny River Road Soldotna, AK 99669 907-714-2464 sfletcher@kpb.us</p> |
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| <p>The City of Kenai Program Contact</p> <p>Brad Walker 210 Fidalgo Ave. Kenai, AK 99611 907-283-8261 bwalker@kenai.city</p> | <p>The City of Kenai Administrative Contact</p> <p>Terry Eubank 210 Fidalgo Ave. Kenai, AK 99611 907-283-8222 teubank@kenai.city</p> |
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| <p>Kenai Watershed Forum Program Contact</p> <p>Brandon Drzazgowski 44129 Sterling Hwy Soldotna, AK 99669 907-398-4303 brandonsw@kenaiwatershed.org</p> | <p>Kenai Watershed Forum Administrative Contact</p> <p>Mitch Michaud /Candace Nakagawa 44129 Sterling Hwy Soldotna, AK 99669 907-260-5449 executivedirector@kenaiwatershed.org</p> |
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Principal U.S. Forest Service Contacts:

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| <p>U.S. Forest Service Program Manager Contact</p> <p>Marion Glaser 29847 Seward Hwy Seward, AK 99664 907-288-7739 marion.glaser@usda.gov</p> | <p>U.S. Forest Service Administrative Contact</p> <p>Aubree Benson Grants Management Specialist Libby, MT 59923 406-250-6029 aubree.benson@usda.gov</p> |
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- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators has expended in violation of sections 433 and 434.
- C. NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the U.S. Forest Service Program Manager, at the address specified in the MOU.
 - To Cooperators, at Cooperator's address shown in the MOU or such other address designated within the MOU.
- Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- D. PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT.** Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators' products or activities.
- F. NONBINDING AGREEMENT.** This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU.



Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. 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 agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. 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.

- K. TRIBAL EMPLOYMENT RIGHTS ORDINANCE (TERO) The U.S. Forest Service recognizes and honors the applicability of the Tribal laws and ordinances developed under the authority of the Indian Self-Determination and Educational Assistance Act of 1975 (PL 93-638).
- L. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperators are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Chugach National Forest of the U.S. Forest Service, Department of Agriculture, is working with the Kenai National Wildlife Refuge, Alaska Department of Natural Resources, Kenai Peninsula Borough, City of Kenai, City of Soldotna, and Kenai Watershed Forum to recognize the importance of providing public recreational opportunities while protecting cultural and natural resources through the Stream Watch Volunteer Program which recruits and trains volunteers to educate public and perform restoration activities on Kenai Peninsula rivers."

Cooperators may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperators are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperators shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence



Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the U.S. Forest Service 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 Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through five years from the date of the last signature at which time it will expire.
- S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties 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.



**ANDRE
LORANGER**

Digitally signed by ANDRE
LORANGER
Date: 2022.12.28 13:24:10
-09'00'

ANDY LORANGER, Refuge Manager
Kenai National Wildlife Refuge

Date

1/31/2023

JOHN BOYLE, Commissioner
Natural Resources, Alaska Department of

Date

Stephanie Queen

Digitally signed by Stephanie Queen
DN: cn=Stephanie Queen, o=City of
Soldotna, ou, email=squeen@soldotna.org,
c=US
Date: 2023.01.30 14:25:11 -09'00'

STEPHANIE QUEEN, City Manager
City of Soldotna

Date

MIKE NAVARKE, Mayor
Kenai Peninsula Borough (Inc)

1/10/23

Date

Terry Eubank

Digitally signed by Terry Eubank
Date: 2023.01.31 14:11:50 -09'00'

TERRY EUBANK, City Manager
City of Kenai

Date

DR. MATT PYHALA, President
Kenai Watershed Forum Inc, The

1/13/23

Date

JEFF SCHRAMM

Digitally signed by JEFF
SCHRAMM
Date: 2023.02.01 12:01:21 -09'00'

JEFF SCHRAMM, Forest Supervisor
U.S. Forest Service, Chugach National Forest

Date

The authority and format of this agreement, 22-MU-11100400-031, have been reviewed and approved for signature.

MALLORY MUNZ

Digitally signed by MALLORY
MUNZ
Date: 2022.12.20 14:08:57 -07'00'

12/20/22

MALLORY MUNZ, Grants Management Specialist
U.S. Forest Service

Date

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.