

**MASTER MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE, ALASKA REGION
AND
STATE OF ALASKA
DEPARTMENT OF FISH AND GAME**

This Master Memorandum of Understanding (MOU) is made and entered into by and between the Alaska Department of Fish and Game acting through the Commissioner, hereinafter called the Department, and the U. S. Department of Agriculture (USDA) Forest Service, Alaska Region, through the Regional Forester, hereinafter called the Forest Service. National Forest System (NFS) lands referred to in this document are the federally-owned lands in Alaska administered by the Forest Service including wilderness, wild and scenic rivers, national monuments, and other lands within the Tongass and Chugach National Forests.

I. PURPOSE

The purpose of this document is to establish a framework that recognizes the responsibilities for both agencies to cooperate in the common stewardship of fish, wildlife, and their habitats on NFS lands.

II. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Department was created under the laws of the State of Alaska to manage, protect, maintain, enhance, rehabilitate and extend the fish, wildlife, and aquatic plants of the State in the interest of the economy and general well-being of the state. The Forest Service is authorized by Acts of Congress and regulations of the USDA to administer the multiple use management of the natural resources, including fish and wildlife habitat, on the National Forests in the State of Alaska.

III. THE FOREST SERVICE SHALL:

A. Recognize the Department as the agency with the authority, jurisdiction, and responsibility to manage, control, and regulate fish and wildlife populations on NFS lands except to the extent that such authority is superseded by federal law.

B. Permit the construction and maintenance of structures needed to facilitate fish and wildlife activities of the Department within the National Forests, provided such structures are appropriate for the location and are covered by a special use permit or other legal instrument.

- C. Cooperate with the Department in the design, implementation, and maintenance of fish and wildlife habitat improvements on NFS lands to ensure that they are consistent with Department and Forest Service management plans and conform to policies, laws and regulations concerning the use of these lands.
- D. Coordinate with appropriate affected staff and provide early notification to the Commissioner of proposed changes in Forest Service policies and regulations, including subsistence harvest regulations, that may affect Department programs on NFS lands.
- E. Involve the Department in a timely manner when: developing goals, objectives, standards and guidelines affecting fish and wildlife habitats in Forest Land Management Plans (and amendments); developing project plans; implementing and monitoring forest plans and projects; inventorying habitats; and in other management activities that may affect fish and wildlife, rare plants, and their habitat.
- F. Cooperate with the Department, when requested, in fish and wildlife population surveys and harvest data collection to the extent practical.
- G. Consult with the Department, prior to any proposed change in land use designation and classification of any NFS lands, for evaluating significant fish and wildlife values that may affect or be affected by the proposed action.
- H. Coordinate in development of study designs and objectives that involve fish and wildlife resources and furnish the Department with copies of pertinent fish and wildlife reports and material prepared by the Forest Service regarding fish and wildlife and their habitat on the National Forests. Coordinate to the extent practical during report preparation to ensure that accurate information and interpretation of results is presented.
- I. Consult with the Department at all planning levels in the development of fire management plans that may include establishing landscape level initial attack priorities for the control of wildfire.
- J. Cooperate in planning and design of studies that involve collecting, interpreting, and disseminating statistical data, banding and tagging records, population trend data, census information and harvest tabulation for fish and wildlife on NFS lands.
- K. Cooperate in the development and implementation of new analytical techniques such as application of in stream flow measurements, remote sensing technology, habitat inventories and evaluation procedures, and ecosystem and habitat type mapping.
- L. Consider incorporating into Forest Service management plans those fish and wildlife management plans formally adopted by the State to the degree practical.
- M. Participate, with the Department, in the statewide cooperative fisheries enhancement planning process, including participation in regional planning teams.

N. Cooperate with the State's regulatory process governing the taking of fish and wildlife to the maximum extent feasible, except where such process is superseded by federal law.

IV. THE DEPARTMENT SHALL:

A. Recognize the Forest Service as the agency responsible for the management of NFS lands in Alaska and the fish and wildlife habitats on these lands.

B. Regulate and manage fish and wildlife populations on NFS lands in such a way as to maintain or improve the quality of fish and wildlife habitat and its productivity.

C. Coordinate planning and secure approval from the Forest Service prior to placing structures or signs on NFS lands, or using motorized equipment in Wilderness or Wilderness study areas, consistent with Alaska Region Forest Service policy, subject to provisions of the Alaska National Interest Lands Conservation Act (ANILCA). Temporary regulatory markers are allowed, and permission for placement of permanent markers will be coordinated at the field level.

D. Make available to the Forest Service, facilities, equipment, and assistance as can be utilized in fish and wildlife work consistent with Department requirements and to assist the Forest Service in fish and wildlife habitat inventories and evaluations, insofar as practicable.

E. Notify the affected local staff, Special Agent in Charge, and Regional Forester of emergency and proposed changes in fish and game laws, regulations, land designations, and policies that may affect NFS land management, policies, or Forest Service authorities on NFS lands.

F. Actively participate with the Forest Service during land management planning processes and assist in developing conservation objectives and management standards, guidelines and monitoring programs, and participate in project-level planning and development for fish, wildlife, rare plants and their habitats.

G. Cooperate in preventing forest fires, and participate in developing fire management plans that may include improving the quality or diversity of wildlife habitat by prescribed fires.

H. Furnish the Forest Service with reports and plans relevant to management of fish and wildlife populations or their habitats on NFS lands. Coordinate, to the extent practical, during report preparation to ensure that accurate information and interpretation of results is presented.

I. Make or sanction no relocation or introduction of any native or exotic fish or wildlife species or conduct any habitat modification program on NFS lands without prior coordination with the Forest Service.

J. Coordinate with the Forest Service prior to conducting animal damage control activities on NFS lands including the use of traps, pesticides, herbicides, or other toxic chemical agents in the course of animal damage control.

K. Provide all maintenance on any state-owned or leased facilities, structures or other modifications on NFS lands and recognize the sole responsibility of the Department for liability claims arising as a result of the said modifications, facilities, and/or structures, and for reimbursement for damages or costs of rehabilitation of the respective party's property or capital improvements.

V. THE DEPARTMENT AND FOREST SERVICE MUTUALLY AGREE:

A. To cooperate, consistent with respective statutory and regulatory responsibilities, in the management of fish and wildlife populations and habitats on NFS lands and conservation education programs of mutual interest.

B. To foster a united approach to fish and wildlife management, land-use management, and other mutual issues that will support the management objectives and goals of both agencies to the extent possible.

C. To the extent authorized by law and as appropriate and available, make available to representatives of the other agency such improvements, facilities, equipment, and training as routinely used in planning and management of fish, wildlife, plants and their habitats, provided that such use will be coordinated with local representatives of each agency and will be covered by separate permits or other legal instruments as necessary.

D. To recognize the MOU between the Forest Service Law Enforcement and Investigations and the State of Alaska Department of Public Safety as defining the shared authorities and jurisdictions in the areas of fish and wildlife regulatory enforcement.

E. To resolve at the local level all issues pertaining to cooperative work of the two agencies and to address unresolved matters at equivalent levels seeking resolution in each agency before elevating to the Regional Forester and to the Commissioner for a decision, and before expressing agency positions in public.

F. To cooperate in design and conduct of studies and encourage an open exchange of research and assessment data to insure the success of cooperative studies, and to cooperate to the extent feasible in preparation of publications, announcements, and dissemination of information. Any material published as a result of cooperative studies may be reproduced, with credit given to both agencies. Any news releases relating specifically to cooperative programs will be made only by mutual consent of both parties.

G. To fulfill the terms of the 1986 "Policies and Guidelines for Fish and Wildlife Management in National Forest and BLM Wilderness" among the International

Association of Fish and Wildlife Agencies, Forest Service, and Bureau of Land Management in the conduct and permitting of Department activities in Wilderness and Wilderness study areas, subject to provisions of ANILCA.

H. That nothing herein is intended to conflict with or limit the current directives, laws, delegations of authorities or regulations of the signatory agencies. If there are conflicts with current directives, this MOU will be changed by amendment or a new MOU will be entered into.

I. That this MOU is neither a fiscal nor a funds obligation document. Any endeavor involving disbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

J. That the Forest Service and the Department will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

K. That this MOU in no way restricts the Forest Service or the Department from participating in similar activities with other public or private agencies, organizations and individuals.

L. To meet at least annually, at the Regional Forester and Commissioner level, to discuss matters relating to the management and conservation of fish, wildlife, and plant resources and management of NFS land affecting those resources in order to assure mutual agency cooperation on NFS lands; and to meet at least annually at the Forest Supervisor and Regional Supervisor level to discuss plans and programs affecting the appropriate portions of NFS lands; and meet at other times and at various administrative levels as needed to share information, discuss programs, and resolve concerns.

M. That modifications within the scope of this MOU shall be made by the issuance of a bilaterally executed amendment prior to any changes being effected.

N. That principle contacts will be:

Alaska Department of Fish & Game	USDA Forest Service- Alaska Region
Deputy Commissioner	Director of Wildlife, Fisheries, Ecology & Watershed
P. O. Box 25526	P.O. Box 21628
Juneau, AK 99802-5526	Juneau, AK 99802-1628
907- 465- 4100	907-586-7916

O. That this MOU replaces the expired Master MOU (98RMU-10-010) signed March 16, 1998, between the Forest Service and the Department.

P. That this MOU is executed as of the last date shown below and expires on June 1, 2014, at which time it will be subject to review, renewal, or expiration. Either party, in writing, may terminate this MOU in whole or in part at any time before the date of expiration .

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

ALASKA DEPARTMENT OF FISH AND GAME

/s/ Wayne Regelin June 9, 2004
for KEVIN DUFFY Date
Commissioner

**USDA FOREST SERVICE,
ALASKA REGION**

/s/ Dennis E. Bschor June 10, 2004
DENNY BSCHOR Date
Regional Forester

The authority and format of this instrument has been reviewed and approved for signature.

/s/ Linda L. Jones 6/9/2004
LINDA L. JONES Date