

Background document

April 1972 MCW

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

ALASKA DEPARTMENT OF FISH AND GAME, ALASKA DEPARTMENT OF NATURAL RESOURCES,  
U.S. FOREST SERVICE AND U.S. DEPARTMENT OF THE INTERIOR BUREAU OF  
SPORT FISHERIES AND WILDLIFE

OFFICE OF  
MANAGEMENT & COORDINATION  
FEB 22 1985  
GOVERNMENT COORDINATION

CHICKALOON FLATS MANAGEMENT AGREEMENT

This Memorandum of Understanding is made by and between the Alaska Department of Fish and Game hereinafter called Fish and Game, the Alaska Department of Natural Resources, hereinafter called Natural Resources, U.S. Forest Service hereinafter called Forest Service, and the Department of the Interior Bureau of Sport Fisheries and Wildlife hereinafter called Fish and Wildlife.

The Chickaloon Flats, as per the attached legal description and map involving forty-eight thousand acres, more or less, are recognized by the agreement participants as valuable waterfowl habitat and as a prime recreational hunting area. Therefore, wise management of the flats is needed to perpetuate this segment of natural habitat for thousands of waterfowl which annually utilize the marsh for nesting, feeding and resting. These uses will require formation of effective management guidelines which are best formulated through the coordinated and combined efforts of the participating agencies.

WHEREAS Fish and Game is responsible for administering the state program for the conservation and development of the state's commercial fisheries, sport fish, birds, game and fur-bearing animals, and

WHEREAS Natural Resources is responsible for administering the state program for the conservation and development of natural resources, including forests, parks, and recreational areas, lands, waters, agriculture, soil conservation and minerals (including petroleum and natural gas), but excluding commercial

fisheries, sport fish, game, and fur-bearing animals in their natural state, and

WHEREAS, Forest Service is responsible for the protection and management of National Forest Lands in the State of Alaska, and

WHEREAS, Fish and Wildlife is responsible for managing those lands within the Kenai National Moose Range, and the migratory birds on a national level and,

WHEREAS, the management and protection of fish and wildlife resources is closely tied to management of key habitat; now therefore, the above organizations agree as follows:

A. FISH AND GAME AGREES:

1. To recognize fish and wildlife as the primary resources of the area and provide for sound wildlife management practices and to recommend hunting regulations which will give the maximum hunting and recreational use compatible with the maintenance of wildlife and its habitat.

2. To cooperate with the Forest Service, Fish and Wildlife Service, and Natural Resources, in habitat studies and habitat improvement work mutually agreed feasible and necessary to maintain and enhance waterfowl and game populations of the area.

B. NATURAL RESOURCES AGREES:

1. To classify the lands of the area below mean high tide as Resource Management Lands.

2. To recognize wildlife as a primary resource on the state-owned tide-lands of the area, and prior to permitting other tide-land uses, take measures to coordinate such activities with the resource values of waterfowl and other wildlife habitat.

C. FOREST SERVICE AGREES:

1. To manage and protect the resting and feeding grounds of the waterfowl and other wildlife of the area under Forest Service control.

2. To recognize wildlife as the primary resource on the national forest lands of the area and prior to permitting any other land uses to take measures to prevent or mitigate damage, disturbance, deterioration, or misuse of waterfowl and other wildlife habitat resulting from such other land uses that may be permitted. These activities will be coordinated with the primary resource values of the area.

D. FISH AND WILDLIFE AGREES:

1. To manage and protect the resting and feeding grounds of the waterfowl and other wildlife of the area.

2. To recognize wildlife as the primary resource on the Refuge lands of the area and prior to permitting any other land uses to take measures to prevent or mitigate damage, disturbance, deterioration, or misuse of waterfowl and other wildlife habitat resulting from such other land uses that may be permitted. Those activities will be properly coordinated with the primary resource values of the area.

E. FISH AND GAME, NATURAL RESOURCES, FOREST SERVICE, AND FISH AND WILDLIFE MUTUALLY AGREE:

1. That the area described by the attached map and written description shall be designated as the Chickaloon Flats Management Area.

2. That the Forest Service, Fish and Game, Fish and Wildlife, Natural Resources, will cooperate in the development, execution, maintenance, and periodic revision as necessary of a wildlife management plan.

3. To make no changes or departures from the wildlife management plan finally developed and agreed upon without the concurrence of all the parties to this agreement.

4. That the parties to this agreement will consult with each other prior to the issuance of any leases or permits.

5. That public and privately owned cabins or other improvements may be provided within the area if joint study and analysis show they are necessary and compatible with the management objectives.

6. That each and every provision of this Cooperative Agreement is subject to the laws of the State of Alaska and the laws of the United States.

7. To cooperate in planning and conducting wildlife restoration and management projects on the area as funds are available.

8. That nothing in this agreement shall be construed as obligating the participants in the expenditure of funds or for future payment of money in excess of appropriations authorized by law.

9. That no member of, or delegate to Congress, or resident commissioner shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made for a corporation for its general benefit.

10. To meet within one (1) year of the signing of this Agreement to formulate an action plan.

11. Make this Agreement effective as soon as it has been signed by all parties and it shall be terminated only after one year written notice has been given by any party.

CHICKALOON MANAGEMENT AREA LEGAL DESCRIPTION

ALASKA DEPARTMENT OF FISH AND GAME, SEWARD MERIDIAN, ALASKA DEPARTMENT OF FISH AND GAME, 1964-1965

T 9N, R 4W, Sec. 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, 20, 21, 22,

T 9N, R <sup>5</sup>4W, Sec. ~~1~~, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 22, 23, 24

T 10N, R 4W, Sec. 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34  
35, 36

T 10N, R 5W, Sec. 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34,  
35, 36

T 10N, R 6W, Sec. 13, 24, 25, <sup>3</sup>26

Approximate Acreage -- 48,000

Those Sections underlined contain tide and submerged lands.