

APPENDIX A: Specific Items of Cooperation Between the Bureau of Land Management, U.S. Fish and Wildlife Service, Alaska Department of Fish and Game, and U.S. Army Alaska

PURPOSE: The purpose of this document is to list specific items to be provided by the Alaska Department of Fish and Game (ADF&G), U.S. Fish and Wildlife Service (USFWS), Bureau of Land Management (BLM), and U.S. Army Alaska (USARAK) for cooperative implementation of the Fort Wainwright Integrated Natural Resources Management Plan. Items not specifically listed will generally be the responsibility of USARAK unless the other agencies agree to assist with their implementation.

AUTHORITY: In accordance with the authority contained in Public Land Order 106-65, Title 10, U.S. Code, Section 2671, and Title 16, U.S. Code, Section 670 the Department of Defense, the Department of Interior, and the State of Alaska, through their duly designated representatives whose signatures appear on the Fort Wainwright Integrated Natural Resources Management Plan, specifically approve the Integrated Natural Resources Management Plan and the below items of cooperation.

MUTUAL AGREEMENT:

- Persons hunting or fishing the lands or waters of Fort Wainwright shall be required to obtain special Fort Wainwright hunting trapping, or fishing licenses unless exempt by USARAK regulations. At present, there is no cost for these licenses, but USARAK reserves the right to charge for these licenses in the future. Any funds derived from the sale of these licenses would be used exclusively for the implementation of the Fort Wainwright Integrated Natural Resources Plan in accordance with Army regulations and the Sikes Act. Fees charged would be established by the installation in accordance with Army regulations. Persons guilty of violating the requirement for these special licenses may be prosecuted under 10 USC 2671(c).
- Persons hunting, trapping, or fishing the lands of Fort Wainwright must purchase state licenses, tags, and stamps as required by ADF&G, unless exempt by ADF&G regulations. Military personnel on active duty and permanently stationed in Alaska may purchase special fishing and small game licenses at resident prices. Active duty military personnel, not including dependents, may hunt big game without licenses or tags on military lands open to hunting providing they follow ADF&G hunting regulations. A harvest ticket is required. Nonresident military hunters (lived in Alaska less than 12 months) stationed in Alaska must purchase nonresident hunting licenses and appropriate big game tags to hunt big game, but the tags will only cost one-half the normal nonresident price.
- A Federal waterfowl stamp is required for hunting waterfowl on Fort Wainwright as prescribed by Federal laws.
- All hunting, fishing, and trapping on Fort Wainwright will be in accordance with federal and state fish and game laws.
- Representatives of ADF&G, BLM, and USFWS will be admitted to the installation at reasonable times, subject to requirements of military necessity and security. Such personnel may use U.S. Army transportation on a nonreimbursable basis, to include aircraft, for wildlife related functions on Fort Wainwright provided such transportation is available without detriment to the military mission.
- ADF&G, BLM, and USFWS shall furnish technical assistance for development and implementation of professionally sound natural resources programs on Fort Wainwright, provided funding for such support is available.

- USARAK shall furnish assistance and facilities to ADF&G, BLM, and/or USFWS for mutually agreed upon natural resources research projects.
- No exotic species of fish or wildlife will be introduced on Fort Wainwright lands without prior written approval of the Army, BLM, ADF&G, and the USFWS.
- The State of Alaska shall establish season and bag limits for harvest of game species on Fort Wainwright.
- Hunting, trapping, and fishing on Fort Wainwright will be authorized and controlled by the installation commander in accordance with locally published installation regulations promulgated in compliance with applicable Federal and State laws, Army regulations, military requirements, and the Integrated Natural Resources Management Plan.
- USARAK will operate biological check stations to collect moose data required by ADF&G and USARAK. ADF&G may collect additional data on fish or wildlife resources at Fort Wainwright with approval of USARAK for access to training lands.
- Public access for hunting, trapping, and fishing is approved under a system of controls established by USARAK in cooperation with ADF&G. Civilians will be considered on an equal basis with military and Army civilian employees for permits and access to Fort Wainwright. Hunting, trapping, and fishing will be allowed only on those areas where there is no conflict with military training activities and no unreasonable safety hazard to participants, military personnel and dependents, or Army civilian employees. Certain areas will be closed to hunting and fishing, including, but not limited to impact areas containing unexploded ordnance and training areas with sensitive electronic equipment. Such areas will be marked as closed on installation hunting maps.
- USARAK agrees that persons using PL 99-606 or PL 2676 withdrawn lands for commercial purposes must have BLM permits in addition to Army approval.
- ADF&G agrees to continue to stock Fort Wainwright lakes. ADF&G will determine the number and species of fish to be stocked based on angler use trends and fish availability.
- It is understood that implementation of this INRMP requires certain latitude with regard to professional decisions. However, USARAK agrees that any land use change which significantly impacts natural resources must include modification of this INRMP in addition to any other environmental compliance requirements.
- USARAK has the option to directly transfer funds to the ADF&G, USFWS, or BLM, for implementation of this Integrated Natural Resources Management Plan.

When USARAK chooses the option to directly transfer funds to ADF&G, USFWS, or BLM, USARAK agrees:

1. To develop a scope of work for each project to be accomplished under this agreement.
2. To issue a delivery order or MIPR, executed by a USARAK contracting officer or budget officer, obligating funds to accomplish the agreed-upon scope of work at an agreed-upon price.
3. To reimburse ADF&G, USFWS or BLM for any supplies, equipment, travel and personnel services (including salary, benefits, sick and annual leave accrual), direct administrative cost for project procurement, logistical arrangements (travel, housing, utilities, vehicles, conferences, workshops and project reviews), human resources (job searches, processing of employment forms, project-specific personnel

issues, time sheets, hourly employees and leave reports), project reports (editing, graphics, publication), program management, and overhead cost not to exceed 10%, consistent with OMB Circular A-21.

ADF&G, USFWS and BLM agree:

1. To provide technical assistance through employees or qualified agents who have the expertise necessary to carry out the purpose of this agreement.
2. To enter into consulting agreements or subcontracts with other qualified agents who have the expertise to assist in the execution of this agreement.
3. To purchase equipment, software, and materials and provide maintenance and repair of equipment that is required to carry out the purpose of this agreement. The equipment purchased under this agreement will be used to satisfy the objectives of this agreement. USARAK will reimburse ADF&G, USFWS or BLM for the purchase price of required equipment and materials and cost of the maintenance and repair of said equipment necessary for project completion. Equipment and material over \$1000.00 purchased under this agreement shall become property of USARAK at the completion of work undertaken pursuant to this agreement.
4. To bill USARAK quarterly on a reimbursable basis for costs as provided under the terms of this agreement and individual delivery order or MIPR. Billing statements should be addressed to:

Directorate of Public Works
730 Quartermaster Road
ATTN: APVR-RPW-EV (Johnson)
Fort Richardson, Alaska 99505-6500

All parties agree:

- That each party will assign a project officer to execute this agreement and that a meeting between the assigned project officers or their designated representatives shall take place at least twice a year. The first meeting shall be no later than March 15 of each year to determine the project priorities and funding required for the next federal fiscal year. The second meeting shall occur no later than October 15 of each year to finalize project goals and funding for that federal fiscal year. Other meetings will be held as requested by either party. It is understood by both parties that available funding is not guaranteed and that no work can be started until funding has been sent. An annual operating plan to be formulated by the parties' assigned project officers or designated representatives will be submitted to the Chief, USARAK Environmental Resources Department no later than March 30 of each year for funding during the next federal fiscal year.
- That USARAK will have final authority to prioritize projects.
- That the Comptroller General of the United States, the USARAK contracting officer, or their duly appointed representatives, or cognizant audit agency shall have access to all directly pertinent books, documents, papers, and records relating to Alaska Department of Fish and Game, US Fish and Wildlife Service, Bureau of Land Management and US Army Alaska's engagement in the performance of duties or involving any transactions relative to this agreement.
- It is the expectation of the parties that all obligations of USARAK under this agreement will be fully funded. Any requirement for the payment or obligation of funds by USARAK under the terms of this agreement shall be subject to the availability of funds. No provision herein shall be interpreted to require obligation of payment of funds in violation of any statute.

LIMITATIONS:

The military mission of Fort Wainwright supersedes natural resources management and associated recreational activities; and, such activities must in all instances be compatible with the military mission. However, where there is conflict between the military mission and provisions of the Endangered Species Act, the Sikes Act, or any other law associated with natural resources conservation, such conflicts will be resolved according to statutory requirements.

REQUIRED REFERENCES:

- Nothing contained in this agreement shall modify any rights granted by treaty to any Native Alaskans or Indian tribe or to members thereof.
- The possession of a special permit for hunting migratory game birds will not relieve the permittees of the requirements of the Migratory Bird Stamp Act, as amended.
- This INRMP is a Federal Facilities Compliance Agreement.
- As required by the Sikes Act, the following agreements are made:
 1. This Fort Wainwright Integrated Natural Resources Management Plan is the planning document required by the Sikes Act, as amended. This Plan contains those items specifically required by law. In the event the Sikes Act is amended after this INRMP is signed, this plan will be amended to conform with the new requirements within the Sikes Act if needed.
 2. This plan will be reviewed by ADF&G, BLM, USFWS, and USARAK on a regular basis, but not less often than every 5 years.
 3. No land or forest products from land on Fort Wainwright will be sold under Section 2665 (a) or (b), Title 10 USC and no land will be leased on Fort Wainwright under Section 2667 of such Title 10 unless the effects of such sales or leases are compatible with the purposes of the Integrated Natural Resources Management Plan.
 4. With regard to the implementation and enforcement of the Fort Wainwright Integrated Natural Resources Management Plan, neither Office of Management and Budget Circular A-76 nor any successor circular thereto applies to the procurement of services that are necessary for that implementation and enforcement, and priority shall be given to the entering into of contracts for the procurement of such implementation and enforcement services with Federal and State agencies having responsibility for the conservation or management of fish or wildlife.
 5. The Fort Wainwright Integrated Natural Resources Management Plan is not, nor will be treated as, a cooperative agreement to which chapter 63 of title 31, United States Code applies.
 6. This Integrated Natural Resources Management Plan will become effective upon the date subscribed by the last signature and shall continue in full force for a period of five years or until terminated by written notice to the other parties by any of the parties signing this agreement. This agreement may be amended or revised by agreement between the parties hereto. Action to amend or revise may originate with any of the other participating agencies.
 7. USARAK, ADF&G, and the USFWS enter into this agreement based on the requirements and opportunities within the Sikes Act, as amended. These three parties are aware that the BLM is also a signatory partner to this Integrated Natural Resources Management Plan.