

**KENAI RIVER BASELINE WATER QUALITY MONITORING PROGRAM
MEMORANDUM OF UNDERSTANDING**

JANUARY 2025

BETWEEN

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

AND

ALASKA DEPARTMENT OF FISH AND GAME

AND

ALASKA DEPARTMENT OF NATURAL RESOURCES

AND

CITY OF KENAI

AND

CITY OF SOLDOTNA

AND

COOK INLET AQUACULTURE ASSOCIATION

AND

THE KENAI PENINSULA BOROUGH

AND

THE KENAITZE INDIAN TRIBE

AND

SALAMATOF TRIBE

AND

SGS LABORATORIES, INC.

AND

TYONEK TRIBAL CONSERVATION DISTRICT

AND

KENAI WATERSHED FORUM

AND

U.S. FISH AND WILDLIFE SERVICE, ALASKA REGION

AND

U.S. FOREST SERVICE, CHUGACH NATIONAL FOREST

AND

DEFENDERS of WILDLIFE

AND

TROUT UNLIMITED

This Memorandum of Understanding between the above-listed parties, hereinafter referred to as Agencies/Organizations, reflects the general policy guidelines within which the Agencies/

Organizations agree to operate in relation to the “[Kenai River Watershed Water Quality Monitoring Program](#)”, hereinafter referred to as the WQ Program.

WHEREAS, Water quality monitoring was identified in the “Kenai River Comprehensive Management Plan”¹ adopted December 1997 as an important component to the management of the Kenai River and its health, and

WHEREAS, The goal of the 1998 Framework for Water Quality Monitoring of the Kenai River² is to provide a water quality monitoring strategy to ensure the environmental integrity of the Kenai River Watershed, and

WHEREAS, Water quality monitoring began in 2000, resulting in data being collected under the WQ Program for 24 years, and

WHEREAS, The water quality data collected under this program has been used to establish baseline conditions, conduct ongoing water quality trend analysis for numerous streams in the Kenai River Watershed and to prepare two water quality reports (years 2007 and 2016) summarizing all data, trends and management implications³⁻⁵, and

WHEREAS, The data from this program have been used to identify problems in the Kenai River which have been addressed and resolved, maintaining the health and integrity of the Kenai River, and

WHEREAS, Water quality data from this program have been collected under Quality Assurance Project Plan plans approved by Alaska Department of Environmental Conservation and the U.S. Environmental Protection Agency, and

WHEREAS, The data collected under this project are in the public domain and available to the public, which fosters agency and community understanding of the current and future conditions of the Kenai River, and

WHEREAS, Local, State, and Federal Agencies, and non-governmental organizations party to this Memorandum of Understanding recognize the Kenai River to be important to the human and ecological community of the central Kenai Peninsula, and

WHEREAS, There is a benefit to collecting water quality information for improving the understanding of the Kenai River Watershed, and

WHEREAS, There are benefits in coordinating efforts for the planning, collection, analysis, management and presentation of water quality data, and

WHEREAS, The previous Memorandum of Understanding for the Kenai River Water Quality Monitoring Program signed in 2015 has expired.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. To work cooperatively to facilitate a long-term Water Quality Monitoring Program for the Kenai River Watershed.
2. To support the collection and analysis of water samples for the Kenai River Watershed Water Quality sampling effort through funding, in-kind services or other mechanisms to the degree allowed by normal planning and budget constraints and to the extent allowable by applicable laws, regulations and policies.
3. Public access to Memorandum of Understanding 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).
4. Modifications within the scope of this Memorandum of Understanding 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 the modification should be made, in writing, at least 30 days prior to implementation of the requested change.
5. Any of the parties, in writing, may terminate this Memorandum of Understanding in whole, or in part, at any time before the date of expiration.
6. The parties to this Memorandum of Understanding agree to be responsible for damages to their own property and injuries to their own employees/volunteers, except for damage/injuries resulting from the fault or negligence of the other party. Any claim for damage to property or persons made against the Government will be pursued in accordance with the provision of the Federal Tort Claims Act.
7. No member of, or Delegate to, Congress shall be admitted to any share or part of this Memorandum of Understanding, or any benefits that may arise there from; but this provision shall not be construed to extend to this agreement if made a corporation for its general benefit.
8. To acknowledge that this Memorandum of Understanding does not:
 - a. Limit agencies, local governments, tribes or organizations in the collection or use of data for purposes other than that of the cooperative effort;
 - b. Authorize 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.
 - c. Intend to conflict with federal, state, or local laws or regulations, with an understanding if there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with applicable laws or regulations; and
 - d. Intend to enlarge or diminish the responsibilities or statutory authority of any of the signatories or any other party over the management of water or its resources within the Kenai River drainage.

This Memorandum of Understanding will be effective through December 31st, 2030, at which time all parties will reevaluate the need and desire to enter into any subsequent understanding. Once all parties have signed and returned the Memorandum of Understanding, each party will receive a copy of the signatory pages.

By signature below, each party certifies that the individual listed in the individual parties is authorized to act in their respective areas for matters related to this Memorandum of Understanding. In witness whereof, the parties hereto have executed this Memorandum of Understanding as of the last date written below.

References

1. AKDNR. *Kenai River Comprehensive Management Plan*.
https://www.kenaifishpartnership.org/wp-content/uploads/2021/10/krsma_1997_editable_sm.pdf (1997).
2. The Nature Conservancy of Alaska. *1998 Framework for Water Quality Monitoring of the Kenai River*. <https://www.kenaiwatershed.org/wp-content/uploads/2024/09/1998-Framework-for-Water-Quality-Monitoring-of-the-Kenai-River-.pdf> (1998).
3. Guerron Orejuela, E. *Water Quality Assessment of the Kenai River Watershed from July 2000 to July 2014*. <https://dec.alaska.gov/media/16756/kenai-river-baseline-monitoring-report-final-zncuappendix.pdf> (2016).
4. McCard, J. J. *Water Quality Assessment of the Kenai River Watershed from July 2000 to July 2006*. <https://www.kenaiwatershed.org/wp-content/uploads/2024/09/Water-Quality-Assessment-of-the-Kenai-River-Watershed-from-July-2000-to-July-2006.pdf> (2007).
5. KWF. *Kenai River Baseline Water Quality Monitoring*.
<https://www.kenaiwatershed.org/kenai-river-baseline-water-quality-monitoring/> (2024).

Signatories of the 2025 Memorandum of Understanding

Alphabetical by Organization

Signer	Organization	Notes
Director, Division of Water	Alaska Dept of Environmental Conservation	
Area Management Biologist	Alaska Dept of Fish and Game	
Kenai-Prince William Sound Region State Park Superintendent	Alaska Dept of Natural Resources	
District Ranger	Chugach National Forest	
Acting City Manager	City of Kenai	
Mayor	City of Soldotna	
Executive Director	Cook Inlet Aquaculture Association	
Vice President	Defenders of Wildlife	
Executive Director	Kenai Watershed Forum	
Executive Director	Kenaitze Indian Tribe	
Mayor	Kenai Peninsula Borough	
Executive Director	Salamatof Tribe	
Alaska Division General Manager	SGS Laboratories	Providing 15% discount
Alaska Regional Director	Trout Unlimited	
Executive Director	Tyonek Tribal Conservation District	
Alaska Regional Director	US Fish and Wildlife Service	

Kenai River Baseline Water Quality Monitoring Project

2025 Memorandum of Understanding

June 2025

Signature Page

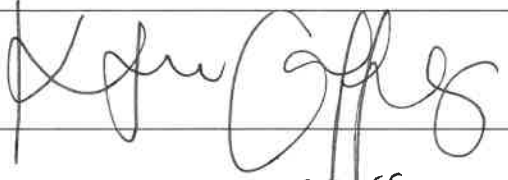
Signed Name	<div><div><div>DocuSigned by:</div><div><i>Gene McCabe</i></div><div>61DB26A4EC264D6...</div></div></div>
Printed Name	Gene McCabe
Agency/Organization	Alaska Department of Environmental Conservation, Division of Water, Director
Date	6/11/2025

Kenai River Baseline Water Quality Monitoring Project

2025 Memorandum of Understanding

June 2025

Signature Page


Signed Name	
Printed Name	Kaitlynn Cafferty
Agency/Organization	Alaska Department of Fish & Game
Date	6/23/2025

Kenai River Baseline Water Quality Monitoring Project

2025 Memorandum of Understanding

January 2025

Signature Page

Signed Name	
Printed Name	Hans Rinke
Agency/Organization	Alaska State Parks-DNR
Printed Name	
Date	April 9 th 2025

Kenai River Baseline Water Quality Monitoring Project


2025 Memorandum of Understanding

June 2025

Signature Page

Signed Name	RUTH D AMICO Digitally signed by RUTH D AMICO Date: 2025.07.14 16:55:47 -08'00'
Printed Name	Ruth D'Amico
Agency/Organization	Chugach National Forest, Seward Ranger District
Date	07/14/2025

Kenai River Baseline Water Quality Monitoring Project
2025 Memorandum of Understanding
February 2025
Signature Page


Signed Name	
Printed Name	David Ross, Acting City Manager
Agency/Organization	City of Kenai
Date	March 10, 2025

Kenai River Baseline Water Quality Monitoring Project


2025 Memorandum of Understanding

March 2025

Signature Page

Signed Name	
Printed Name	Paul J. Whitney
Agency/Organization	CITY OF SOLDOTNA
Date	4.10.25

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2025 Memorandum of Understanding
January 2025
Signature Page


Signed Name	
Printed Name	Dean Day
Agency/Organization	Cook Inlet Aquaculture Association
Printed Name	
Date	1/18/2025

Kenai River Baseline Water Quality Monitoring Project

2025 Memorandum of Understanding

January 2025

Signature Page


Signed Name	
Printed Name	Shawn Cantrell
Agency/Organization	Defenders of Wildlife
Printed Name	Shawn Cantrell
Date	1/31/25

Kenai River Baseline Water Quality Monitoring Project

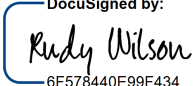
2025 Memorandum of Understanding

July 2025


Signature Page

Signed Name	
Printed Name	TRENTEN T. DODSON
Agency/Organization	KENAI WATERSHED FORUM
Date	7.15.25

Kenai River Baseline Water Quality Monitoring Project
2025 Memorandum of Understanding
February 2025
Signature Page

Signed Name	<div><div>DocuSigned by:</div><div> 6F578440E99F434...</div></div>
Printed Name	Rudy Wilson
Agency/Organization	Kenaitze Indian Tribe
Date	3/5/2025 16:30 AKST

Kenai River Baseline Water Quality Monitoring Project
2025 Memorandum of Understanding
March 2025
Signature Page


Signed Name	
Printed Name	PETER A. MIKKICHE, MAYOR KAB
Agency/Organization	KENAI PENINSULA BOROUGH
Date	03/03/2025

Kenai River Baseline Water Quality Monitoring Project

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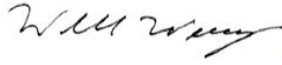


Signed Name	
Printed Name	ERIC J MORRISON
Agency/Organization	SALAMATOF TRIBE
Printed Name	
Date	1/22/25

Kenai River Baseline Water Quality Monitoring Project

2025 Memorandum of Understanding

March 2025

Signature Page


Signed Name	   2025.04.01 16:17:03 -08'00' <small>William Wesley Alaska Division General Manager</small>
Printed Name	William Wesley
Agency/Organization	SGS North America
Date	4/1/25

Kenai River Baseline Water Quality Monitoring Project

2025 Memorandum of Understanding

February 2025

Signature Page


Signed Name	
Printed Name	Nelli Williams
Agency/Organization	Trout Unlimited – Alaska Program
Date	3/27/2025

Kenai River Baseline Water Quality Monitoring Project

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January 2025

Signature Page

Signed Name	
Printed Name	Laurie Stuart
Agency/Organization	Tyonek Tribal Conservation District
Printed Name	
Date	04/10/2025

Kenai River Baseline Water Quality Monitoring Project

2025 Memorandum of Understanding

January 2025

Signature Page

Signed Name	SARA BOARIO Digitally signed by SARA BOARIO Date: 2025.04.23 16:42:31 -08'00'
Printed Name	Sara D. Boario
Agency/Organization	U.S. Fish and Wildlife Service/Alaska Region
Date	