

# STATE OF ALASKA

DEPT. OF ENVIRONMENTAL CONSERVATION

SEAN PARNELL, GOVERNOR

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## DIVISION OF SPILL PREVENTION AND RESPONSE PREVENTION AND EMERGENCY RESPONSE PROGRAM

January 4, 2010

The Honorable David Carey  
Kenai Peninsula Borough  
144 North Binkley  
Soldotna, AK 99669

Dear Mayor Carey:

Enclosed is a Memorandum of Understanding (MOU) between the Kenai Peninsula Borough (KPB) and the Alaska Department of Conservation (ADEC) to initiate work on the Cook Inlet Marine vessel Traffic Risk Assessment Study. The funding for this project will be \$250,000.00 and will be allocated as stated in the MOU. This study is to be conducted by the Cook Inlet Regional Citizens Advisory Council.

The ADEC appreciates the cooperation and efforts of the KPB in managing these funds and contributing to the work done on this study. This study will enhance spill prevention and safe navigation and advance the level of planning and preparedness for oil and hazardous substance releases in Cook Inlet. The ADEC is glad to be working with the KPB on this endeavor and looks forward to continued cooperation.

Sincerely,



Bob Mattson  
Program Manager

Enclosure: Kenai MOU



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
AND THE  
KENAI PENINSULA BOROUGH**

November 16, 2009

This Memorandum of Understanding is made and entered into between the Alaska Department of Environmental Conservation, hereinafter referred to as ADEC, and the Kenai Peninsula Borough, hereinafter referred to as KPB.

**PURPOSE AND OBJECTIVE**

This MOU is made for the purpose and objective of providing funding to initiate work on the Cook Inlet Marine Vessel Traffic Risk Assessment Study.

**RECITALS**

WHEREAS, careful assessment of the risks posed by marine vessel traffic in Cook Inlet is important to protecting Alaska's coastal resources;

WHEREAS, a partnership between the State, Federal agencies, local communities, vessel and facility contingency plan holders, and citizens' advisory groups can lead to a more coordinated and effective response network in Cook Inlet;

WHEREAS, the development of a marine vessel risk assessment study will enhance spill prevention and safe navigation and advance the level of planning and preparedness for oil and hazardous substance releases in Cook Inlet;

WHEREAS, ADEC is authorized to spend money on this project from funds appropriated to conduct a detailed vessel risk assessment for the Cook Inlet area of operation with regard to vessel traffic and the potential for major accidents or incidents under citation SLA 07 Chapter 30, Section 4, Page 90;

WHEREAS, it is recognized that entering into a written agreement will facilitate the cooperation and coordination necessary to accomplish the purposes and objective herein described; and

WHEREAS, the Kenai Peninsula Borough Assembly authorized the mayor to accept this grant and to enter into an agreement with the Cook Inlet Regional Citizens Advisory Council (CIRCAC) to begin development of a Cook Inlet risk assessment as described in this agreement,

Now, therefore, in consideration of benefits to be derived by each party, it is hereby agreed as follows:

## **AGREEMENT**

### **I. SPECIFIC OBLIGATIONS OF THE PARTIES**

#### **A. Kenai Peninsula Borough**

1. KPB will receive and administer up to \$250,000.00 from ADEC to be used for the development of a marine vessel risk assessment for Cook Inlet. KPB intends to transfer these funds, via contract, to CIRCAC for the purposes stated above.
2. KPB will endeavor to work with all stakeholders in the central and lower Cook Inlet area to facilitate the initial development of this marine vessel traffic risk assessment.
3. KPB will provide an accounting of all project expenses and a report on the development of this risk assessment.
4. Contact information for KPB is Brenda Ahlberg, Grants Manager, 144 North Binkley Street, Soldotna, AK 99669-7599, (907) 714-2150.

#### **B. Alaska Department of Environmental Conservation**

1. Upon execution of this MOU, ADEC will transfer to KPB an appropriation advance in the amount of \$50,000.00 from Capital Improvement Project funds to be used for the initial development of a Cook Inlet marine vessel traffic risk assessment. The collocation code for this funding is 18863309.
2. ADEC should coordinate with all stakeholders to provide expertise and advice during the development of this risk assessment.

## II. EFFECTIVE DATE AND TERMINATION

This agreement is effective immediately upon execution by the parties. ADEC will provide an advance of \$50,000 to KPB within 15 days of execution by the parties. KPB will pay all costs associated with the work performed under this agreement and will provide ADEC with a copy of monthly invoices submitted by CIRCAC. KPB will notify ADEC when the advanced funding on hand is anticipated to be insufficient to fund the following month's costs. Upon such notification, ADEC will provide subsequent advances in increments of \$50,000 within 15 days of notification. If the amount needed to fund the following month's invoices is anticipated to be greater than \$50,000, KPB may request an advance in excess of that amount, and the excess will be deducted from the subsequent advance payment.

In order to report on expenditures and work, KPB shall provide ADEC with a concise narrative description of the work accomplished and a summary report of total expenditures for all work completed during the quarter based on the State fiscal year (October 1, January 1, April 1, and July 1). This report shall include:

- a. Personal Services: A listing of all expenditures by employee name and job title.
- b. Travel: A listing of all expenditures by trip destination, total cost, purpose, and traveler name(s).
- c. Contractual: A listing of all expenditures, including vendor/agency, amount, and purpose for each contract or reimbursable service agreement.
- d. Supplies: A listing of all line items, with a brief explanation of each expenditure.
- e. Equipment: A listing of all expenditures, with a brief explanation of each expenditure.

These quarterly reports shall be submitted to:

Alaska Department of Environmental Conservation  
1700 Bogard Road, Suite 103  
Wasilla, AK 99654  
Attn: Alan Wien - Project Manager  
(907) 376-1865  
[alan.wien@alaska.gov](mailto:alan.wien@alaska.gov)

Alaska Department of Environmental Conservation  
410 Willoughby Ave., Suite 302  
Juneau, AK 99801-1795  
Attn: Gary Cuscia  
Administrative Operations Manager  
(907) 465-5270  
[gary.cuscia@alaska.gov](mailto:gary.cuscia@alaska.gov)

Within 30 days of completion of the work under this agreement, KPB will provide ADEC with a final report documenting all work accomplished over the life of the agreement, and final costs of that work. The final report will be accompanied by return of any unspent funding provided by ADEC.

This agreement may be terminated upon completion of the project or upon mutual agreement on the part of both parties.

### III. LAPSE OF FUNDS

It is understood between the parties that the appropriation from ADEC is to be used for the purposes described above. Funds not expended prior to June 30, 2012 shall lapse back to ADEC.

### IV. AMENDMENTS

Amendments to this agreement may be proposed by either party and shall become executed upon being reduced to a written instrument executed by both parties.

IN WITNESS WHEREOF, each party hereto has caused this MOU to be executed by an authorized official on the day and year set forth opposite his/her signature.

Alaska Dept. of Environmental Conservation:

Date: \_\_\_\_\_

\_\_\_\_\_  
LAURA BEASON, Division Operations Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
LARRY DIETRICK, Director, Division of Spill Prevention and  
Response

Kenai Peninsula Borough:

Date: \_\_\_\_\_

\_\_\_\_\_  
DAVID R. CAREY, Mayor