

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. FISH AND WILDLIFE SERVICE
REGION 7
1011 EAST TUDOR ROAD
ANCHORAGE, ALASKA 99503-6199

AND

OFFICE OF AIRCRAFT SERVICES
ALASKA REGIONAL OFFICE
4837 AIRCRAFT DRIVE
ANCHORAGE, ALASKA 99502-1052

I. **INTRODUCTION:** Contamination (petroleum hydrocarbons) from old underground storage tanks (now removed) has migrated into soil and groundwater. The total cost of cleanup is estimated at \$300,000 (5-8 year project). The site is owned by the Fish and Wildlife Service (FWS), and operated by the Office of Aircraft Services (OAS). Cleanup of the site will conform to requirements of the Alaska Department of Environmental Conservation (ADEC). The cleanup project is now being coordinated with the ADEC.

II. **PURPOSE:**

The purpose of this MOU is to establish a framework of cooperation between the FWS and OAS for the cleanup of the site. Because of federal and state requirements, OAS could not wait until the construction funds become available in FY 2001 to begin cleanup activities.

III. **AUTHORITY:** [Optional]

AGREEMENT:

It is mutually agreed as follows: OAS will begin the necessary activities in FY 1999. Working Capital Funds (WCF) will be used in both FY 1999 and FY 2000 as needed to accomplish low-level cleanup activities. The budgeted FWS constructed funds for the OAS facilities in Fiscal-Year 2001 contain dollars for cleanup of OAS onsite subsurface contamination. Once those funds become available, the WCF will be reimbursed for the cleanup costs it incurred not to exceed \$300,000. When FY 2001 construction budget is available, FWS/OAS will continue with cleanup activities for complete remediation of the site.

V. **RESPONSIBILITIES OF THE PARTIES:**

A. **The U.S. Fish and Wildlife Service will:**

1. Continue ongoing cleanup activities using appropriate construction funds, once then become available.
2. Reimburse the WCF for cleanup costs NTE \$300,000 when construction funds are appropriated by Congress in FY 2001.

B. The Office of Aircraft Services will:

1. Maintain a current balance of cleanup costs.
2. Manage cleanup operations.

VI. **AGREEMENT TERM:**

This MOU will remain in force for a period of eight (8) years from the date of the last signature, or until the WCF has been reimbursed for the cleanup of the subsurface contaminates at the Lake Hood site.

VII **SPECIAL PROVISIONS:**

- A. This MOU does not effect any final transfer of funds, property, or services on behalf of the U.S. Fish and Wildlife Service. Any discussion of such transfers by the U.S. Fish and Wild Service is for planning purposes only, and the actual transfers will be accordance with applicable laws, regulations, and procedures.
- B. This MOU may be modified or amended as necessary upon written consent of all parties or may be terminated by either party with a 60 day written notice to all other parties.
- C. The principal contacts for this MOU are:

1. U.S. Fish and Wildlife Service
John Harris, P.E.
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Anchorage, Alaska 99503-6199

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In Witness Whereof, the parties have caused this Memorandum of Understanding to be executed as of the date of last signature below:

APPROVED:

U.S. FISH AND WILDLIFE SERVICE, REGION 7

OFFICE OF AIRCRAFT SERVICES

BY: ??? REGIONAL DIRECTOR

BY: ???