



# AGENDA ITEM REPORT

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**Resolution 23-007, A Resolution of the City Council of Homer, Alaska Approving a Memorandum of Understanding with the Alaska Invasive Species Partnership and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.  
City Manager/Public Works Director.**

**Item Type:** Resolution  
**Prepared For:** Mayor Castner and Homer City Council  
**Meeting Date:** 23 Jan 2023  
**Staff Contact:** Jan Keiser, Public Works Director  
**Department:** Public Works  
**Attachments:** [Resolution 23-007](#)  
[AKISP Final MOU and Memo 01.06.2023](#)

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## **Summary Statement:**

**Issue:** The purpose of this Memorandum is invite the City Council to membership in the Alaska Invasive Species Partnership (“AKISP”).

## **Background**

One of the goals of the Public Works Department (“Department”) is to adopt practices in its operations and maintenance work that support environmental sustainability. To that end, we enlisted the support of the Homer Soil & Water Conservation District (“District”). One of the things we have been working on is the mitigation of invasive species.

The City Council, through the adoption of Ordinance 21-60, appropriated funds for the Small Works Pest Management Program. We issued a Task Order to the District to help us with this. One of the things we accomplished was the successful roll-out and implementation of a Certified Weed Free program for gravel and sand used on City projects as well as chemically remediated an infestation of orange hawkweed in a portion of City ROW.

The District is member of the Alaska Invasive Species Partnership (“AKISP”) and has invited the City to become a member. Membership in the AKISP does not obligate the City to expend any funds or take any actions, but rather encourages communication and collaboration between members for the purpose of eradicating and mitigating invasive species in Alaska. We believe membership will enhance our ability to share lessons learned with other communities and organizations in the state.

For example, the District applied for a grant which would prove the viability of using a “chicken tractor” to remediate invasive plants. If this were successful, it would provide an innovative, non-chemical means of controlling such plans, and provide fresh eggs to boot!

**Staff Recommendation:**

Adopt Resolution 23-007

**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Public Works Director

**RESOLUTION 23-007**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
APPROVING A MEMORANDUM OF UNDERSTANDING WITH  
THE ALASKA INVASIVE SPECIES PARTNERSHIP AND  
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND  
EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, One of the goals of the Public Works Department (“Department”) is to adopt practices in its operations and maintenance work that support environmental sustainability; and

WHEREAS, Ordinance 21-60 appropriated funds for the Small Works Pest Management Program, with which the Public Works Department would, among other things, work with the Homer Soil & Water Conservation District (“District”) to develop an Integrated Pest Management Plan; and

WHEREAS, The District is member of the Alaska Invasive Species Partnership (“AKISP”) and has invited the City to become a member; and

WHEREAS, Membership in the AKISP does not obligate the City to expend any funds or take any actions, but rather encourages communication and collaboration between members for the purpose of eradicating and mitigating invasive species in Alaska; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves the City’s membership in the AKISP and authorizes the City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 23<sup>th</sup> day of January, 2023.

CITY OF HOMER

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KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A



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**Date:** January 6, 2023

**To:** Alaska Invasive Species Partnership (AKISP), All Members

**From:** MOU Ad Hoc Committee (Aaron Martin, Genelle Winter, Betty Charnon, Lisa Ka’aihue, Katherine Schake)

**Re:** Background information on Memorandum of Understanding (MOU) development

What:

The AKISP 2022 work plan included the following task: *Update a Memorandum of Understanding (MOU) among partners of AKISP*

To accomplish this task, the MOU Ad Hoc Committee met in 2022 to review the old AK CNIPM (Committee for Noxious & Invasive Plant Management) MOU and create a revised MOU that meets the current AKISP organizational needs. Additionally, the US Forest Service provided federal MOU guidance to ensure our MOU was broad enough to facilitate the signatory process for federal agencies. The committee also updated the list of potential signatory parties; the list is considered a living document and is attached below.

Why this is important:

As identified in the 2022 work plan, updating the MOU is important to demonstrate diverse organizational/entity support for the AKISP and its mission. By signing the MOU, your organization is committing to work alongside other member entities, as able, toward common goals, objectives, and tasks, as detailed in the AKISP Strategic Plan. To learn more about AKISP and our strategic plan, visit our website: [alaskainvasives.org](http://alaskainvasives.org) and read our [Fall 2022 Newsletter](#).

Recommendations:

During the November 2022 AK Invasive Species Workshop in Anchorage, the AKISP members reviewed the draft MOU, provided comments/edits, and approved the updated version. The final MOU is ready for signature by partner organizations/entities. If you have any questions/concerns about signing, please email the AKISP Board of Directors at: [akispboard@gmail.com](mailto:akispboard@gmail.com)

## **Memorandum of Understanding for the Establishment and Support of the Alaska Invasive Species Partnership (AKISP)**

This Memorandum of Understanding (MOU), developed in 2022, is made and entered into by and among the signatory parties, including but not limited to: federal, state, tribal, and private agencies, and organizations.

### Purpose

The signatory parties propose to work together within the scope of their respective authorities and jurisdictions toward achieving the purpose of AKISP, as defined in the AKISP bylaws: The purpose of AKISP is to provide focus for statewide management of noxious and invasive species in Alaska. Further, the focus of AKISP is to provide leadership, facilitate information development and exchange, address prevention of introduction and spread of noxious and invasive species, coordinate regional and statewide efforts, and educate managers and the public.

### Objectives of the AKISP

- a) To facilitate communication and the exchange of information on noxious and invasive species management and control;
- b) To provide a forum (monthly virtual meetings, annual conferences, and committees) for all interested parties to strategize, plan, coordinate, and benefit from the efforts of the partnership and its members;
- c) To promote managerial and public understanding of noxious and invasive species threats, prevention, control, and management (including outreach and education);
- d) To serve as a clearinghouse, advocate, and facilitator for inventory, monitoring, research, prevention, control, management, education, and awareness of noxious and invasive species;
- e) To seek and promote funding for noxious and invasive species projects/programs, particularly those that promote collaborative efforts among AKISP members and/or further the objectives of AKISP;
- f) To help identify and prioritize incipient and potential noxious and invasive species and pathways for action;
- g) To be led by a Board of Directors with representation ranging from a variety of organizations and stakeholders including, but not limited to, state agencies, federal agencies, tribal organizations, nonprofit organizations, industries, universities, and the public.

### It Is Mutually Agreed and Understood by Signatory Parties That:

1. Specific work projects or activities that involve the transfer of funds, services, or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds, as appropriated by the Alaska State Legislature, United States Congress, or other applicable governmental units or provided by other parties to this MOU. Each subsequent agreement or arrangement

that involves the transfer of funds, services, or property among the parties to this MOU must comply with all applicable statutes and regulations, including those statutes and regulations dealing with competition applicable to procurement and financial assistance activities, and must be independently authorized by appropriate statutory authority.

2. This MOU in no way restricts Signatory Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals, and does not convey endorsement of any parties' products or activities.
3. Signatory Parties may collaborate in the development, implementation, and revisions of a statewide strategic plan for the management of invasive species.
4. Nothing in this MOU shall obligate Signatory Parties to expend appropriations or to enter into any contracts or other obligations.
5. The AKISP contact and principal contact for this agreement is:
  - The current AKISP Board Chair: akispboard@gmail.com
6. This MOU is executed as of the date of last signature and is effective for five years, at which time it will expire.
7. This MOU may be modified or amended upon written request of any party and the concurrence of the others, by the issuance of a written modification signed and dated by all properly authorized signatory officials. Any party may be removed from this MOU upon 60 days written notice to the other parties.
8. For all media produced through this MOU, entities will seek written request and approval and provide appropriate recognition through acknowledgements for use of agency/organization logos.
9. Public access to this MOU or agreement records must not be limited, except when records must be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act.
10. No U.S. member of or U.S. delegate to Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
11. Any Signatory Party shall immediately notify all other parties if they receive notice or are presently excluded, debarred, or suspended from entering into covered transactions with the federal government.

The list of all Signatory Parties and each signed MOU will be kept on file with the above contact and made available to all, upon request.

**Memorandum of Understanding  
Signatory Page**

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Name of Signatory Party

**Hereby agrees to the terms of the Memorandum of Understanding for the Establishment and Support of the Alaska Invasive Species Partnership (AKISP).**

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Authorizing Signature

Date

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Printed Name

Title

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Printed Name: Signatory Party Point of Contact

Title

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Address

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City/State/Zip

Phone Number

Fax Number

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Email Address

Please return this page to:  
The current AKISP Board Chair, [akispboard@gmail.com](mailto:akispboard@gmail.com)

**Federal Agencies**

US Department of Agriculture (USDA):

- Animal and Plant Health Inspection Service
- Farm Service Agency
- United States Forest Service (USFS)
- Natural Resources Conservation Service (NRCS)

US Department of Interior (USDI):

- Bureau of Land Management (BLM)
- Bureau of Oceans Energy Management
- Bureau of Indian Affairs
- United States Fish and Wildlife Service (USFWS)
- National Park Service
- United States Geological Survey, Alaska Biological Center

US Department of Commerce:

- NOAA
- Alaska Sea Grant College Program

US Department of Defense:

- Army
- Airforce
- Army Corps
- USCG
- US Department of Homeland Security
- US Customs and Border Protection

**State Agencies**

- Alaska Association of Soil and Water Conservation Districts (SWCD)
- Anchorage SWCD
- Fairbanks SWCD
- Homer SWCD
- Kenai SWCD
- Kenny Lake SWCD
- Kodiak SWCD
- Palmer SWCD
- Salcha-Delta SWCD
- Upper Susitna SWCD
- Wasilla SWCD
- Natural Resources Conservation District Board
- Alaska Department of Community and Economic Development
- Alaska Department of Fish and Game(ADF&G)
- Alaska Department of Natural Resources (ADNR)
- ADNR, Division of Agriculture



## AKISP Memorandum of Understanding (MOU) list of potential signatories

Updated January 6, 2023

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- ADNR, Division of Forestry
- Alaska Department of Transportation and Public Facilities (ADOT&PF)
- Alaska Department of Environmental Conservation (ADEC)
- Alaska Railroad Corporation (ARRC)
- University of Alaska Anchorage (UAA)
- University of Alaska Fairbanks (UAF)
- UAF College of Rural Alaska
- UAF Cooperative Extension Service (CES)
- UAF Agricultural and Forestry Experiment Station
- UA Southeast

### Tribal Entities

- Tribal Conservation Districts
- Tyonek Tribal Conservation District
- Metlakatla Indian Community
- Alaska Federation of Natives

### Local Entities

- Municipality of Anchorage
- Fairbanks North Star Borough
- City/Borough of Juneau
- Matanuska-Susitna Borough
- Sitka City and Borough
- City of Homer
- Kenai Peninsula Borough
- Kenai Watershed Forum

### Private Entities

- Alaska Biological Research, Inc. (ABR)
- Alaska Conservation Foundation (ACF)
- Alaska Dog Musers Association
- Alaska Farm Bureau
- Sitka Conservation Society
- The Nature Conservancy in Alaska
- Wilderness Society
- Ducks Unlimited
- Alien Species LLC
- Salmon Habitat Partnerships
- Aquaculture Associations
- SE Alaska Watershed Coalition
- Copper River Watershed Project
- Cook Inlet RCAC
- Prince William Sound RCAC