

MEMORANDUM OF UNDERSTANDING
Between the
NATIONAL PARK SERVICE
And the
U.S. FISH AND WILDLIFE SERVICE

PURPOSE

This Memorandum of Understanding is made and entered into between the U.S. Fish and Wildlife Service (hereinafter FWS) and the National Park Service (hereinafter NPS), both are executive agencies of the United States Department of the Interior. The purpose of this memorandum is to coordinate management of the Flattery Rocks National Wildlife Refuge, the Quillayute Needles National Wildlife Refuge, and a portion of the coastal strip of Olympic National Park, to enhance the protection and understanding of natural resources shared within these three units of Federal land.

RECITALS

- WHEREAS, Flattery Rocks and Quillayute Needles Migratory Bird Sanctuaries were established by Executive Order 703 of President Theodore Roosevelt on October 23, 1907, (redesignated as National Wildlife Refuges on July 30, 1940) as sanctuaries for nesting seabirds and marine mammals; and
- WHEREAS, these same National Wildlife Refuges were included (with Copalis National Wildlife Refuge) within the Washington Islands Wilderness established by Public Law 91-504 on October 23, 1970; and
- WHEREAS, these refuges lie immediately offshore from the coastal strip of Olympic National Park and so share certain resources and each of the three areas can be influenced by occurrences in or near the others; and
- WHEREAS, Public Law 99-635 was amended by Public Law 100-226 clarifying that these two refuges remain as units of the Wildlife Refuge System administered by the FWS even though they are also within the exterior boundaries of Olympic National Park; and
- WHEREAS, Public Law 100-226, Sec 3(b), mandates that the FWS seek the assistance of the NPS for the purpose of enhancing the protection of the ecological resources; and
- WHEREAS, Pubic law 100-226, Sec. 4, amends Subsection 4(f) of the National Wildlife Refuge System Administration Act of 1966 (16 USC 668 dd (f)) to allow, by agreement, the use of any Federal or State agency for the purpose of enhancing the enforcement of the Act; and
- WHEREAS, both the FWS and NPS have a responsibility and commitment to protect and preserve the wilderness character of the refuges and park.

NOW, THEREFORE, in consideration of the benefit to be derived by each party:

AGREEMENT

IT IS HEREBY AGREED as follows:

- I. OBJECTIVE: The Objective of this Memorandum of Understanding is to enhance protection and interpretation of the wildlife, natural, and scenic resources of Quillayute Needles and Flattery Rocks National Wildlife Refuges.

- II. TERM OF AGREEMENT: This Memorandum of Understanding shall become effective upon execution by both parties. It shall remain in force for five years, unless legislatively rescinded, and shall be revised only if both parties agree. At the end of five years, the agreement shall be reviewed, and reaffirmed or rewritten, as appropriate.

- III. MUTUAL COOPERATION: To accomplish the purpose and objectives of the Memorandum of Understanding, each party agrees to cooperate with the other in fulfilling its obligation as herein provided.
 - A. The basic premises of all actions under the agreement are:
 1. The primary objectives of the refuges can only be met if human impacts are minimized.
 2. For both refuge and park purposes, it is important to maintain the wilderness character of the area.
 3. It is important for the public to understand and appreciate the values of the refuges, however, all interpretive efforts will be accomplished at off-refuge locations to insure the preservation of the resources.
 4. Research is an important element in providing understanding about the resources of the refuges. All research will be conducted in a manner that is consistent with wilderness preservation and management.

 - B. Obligations Shared by Both Parties:
 1. In general, funding and staffing needs for routine operations will be handled by the individual agencies through their normal administrative processes. Should special situations arise or programs exist that are outside of the normal daily operations, the NPS and FWS will endeavor to reach mutual agreement concerning the appropriate administrative action to take (e.g., transfer of funds, formal loan of personnel, etc.).

2. The FWS and NPS shall cooperate in the design and implementation of research programs to be carried out on the refuges. The agencies will share wildlife and other ecological data and provide copies of research reports and findings to each other. The FWS will permit NPS researchers to investigate refuge resources under mutually agreed on study plans as outlined in the Refuge Manual (4 RM 6).
3. The FWS and NPS recognize that Destruction Island is managed under less restrictive management policies, as it is the only part of the two refuges that is not designated as wilderness. Furthermore, it has been affected by the presence of man on the island, for example the presence of a lighthouse operated by the U.S. Coast Guard. The two agencies specifically agree to the following concerning Destruction Island:
 - a. The FWS agrees to support the continued location, operation, and maintenance of an NPS radio repeater on the island.
 - b. The agencies will cooperate in research and the implementation of the resource management plan for the island.
 - c. The agencies agree that the island will remain closed to all persons not engaged in activities related to U.S. Coast Guard operations or the implementation of this agreement.

IV. SPECIFIC OBLIGATIONS OF THE PARTIES:

A. U.S. Fish and Wildlife Service

1. FWS will maintain enforcement jurisdiction over the refuges, and will be responsible for their proper administration and management.
2. FWS will continue to regulate all uses of the refuges, reviewing applications for entry and, where appropriate, issue Special Use Permits as done throughout the National Wildlife Refuge System. FWS shall keep the NPS informed of authorized uses of the refuges.
3. FWS will have responsibility for monitoring the wildlife resources of the refuges as outlined in the refuge wildlife inventory plan, and for doing or permitting other specific research on the wildlife resources.

4. The FWS shall notify the NPS, in advance, when FWS staff or other FWS authorized persons plan to visit the refuge, in order for NPS staff to know which uses and activities are authorized by FWS, and to provide an opportunity to cooperate in joint programs.
5. The FWS shall provide information to NPS personnel in order that the NPS may properly and appropriately interpret and enforce rules and regulations, including 50 CFR, Subchapter C, Parts 25 through 38, that apply to units of the National Wildlife Refuge System.

B. NATIONAL PARK SERVICE

1. NPS will integrate information of the refuges into ongoing interpretation/informational programs, and will work with FWS to develop refuge-specific programs or exhibits.
2. NPS will include a FWS law enforcement policy section into the annual in-service training. Both agencies will cooperate in development of this training and provide the Refuge Officers the option to attend training with Olympic National Park rangers.
3. Pursuant to the Department of Interior Law Enforcement Memorandum of Agreement and the authority granted by that agreement, the NPS is authorized to enforce 50 CFR, Subchapter C, Parts 25 through 28, and all other appropriate laws of the United States and the State of Washington on FWS lands within Quillayute Needles and Flattery Rocks National Wildlife Refuges. NPS will notify FWS of any violations of law and enforcement action taken within the Wildlife Refuges on an annual basis.
4. The NPS supports the FWS policy of restricting public and agency use of the wilderness portions of the refuges. Except in emergencies and in carrying out its law enforcement responsibilities, i.e. contacting person illegally on the islands, the NPS agrees to obtain appropriate FWS approval before any NPS personnel access the wilderness portions of the refuge. The NPS shall continue to have access to Destruction Island in order to maintain the park's radio system. To maintain the wilderness integrity of the refuge and the protection of the seabird colonies routine aerial patrols will not be used.
5. NPS will conduct or participate in refuge research or management activities as mutually agreed to with the FWS.

V. PROJECT OFFICERS

Service Project Officer shall be:
Refuge Manager
Nisqually National Wildlife Refuge
100 Brown Farm Road
Olympia, WA 98516
Phone (206) 753-9467

Park Service Project Officer shall be:
Superintendent
Olympic National Park
500 East Park Avenue
Port Angeles, WA 98362
Phone (206) 452-4501

VI. COORDINATION

FWS and NPS will meet annually near the end of each fiscal year to discuss activities under this Memorandum of Understanding and to plan activities for the following fiscal year. Other meetings and communications will take place as requested by either cooperator.

VII. AMENDMENTS

Amendments to this Memorandum of Understanding may be proposed by either cooperating agency and be adopted by written agreement of both.

Approval:

U.S. FISH AND WILDLIFE SERVICE

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By: *Alvin N. Roberts*
Assistant Regional Director - Refuges & Wildlife

Date: 9/1/93

NATIONAL PARK SERVICE

By: *Robert J. Smith*
Superintendent, Olympic National Park

Date: 6/30/93