

Appendix G

**Memorandum of Understanding
Between Maryland DNR Tidewater Administration And
Maryland DNR Forest, Parks and Wildlife Services
Regarding Monie Bay and NERRS
July 1, 1985**

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE MARYLAND DEPARTMENT OF NATURAL RESOURCES TIDEWATER ADMINISTRATION
AND THE MARYLAND DEPARTMENT OF NATURAL RESOURCES FOREST, PARKS AND
WILDLIFE SERVICES

CONCERNING THE ESTABLISHMENT AND ADMINISTRATION

OF THE

CHESAPEAKE BAY NATIONAL ESTUARINE SANCTUARY MONIE BAY COMPONENT

WHEREAS, the State of Maryland, acting through the Tidewater Administration in the Department of Natural Resources (Tidewater) has determined that the designation of a Chesapeake Bay National Estuarine Sanctuary in Maryland under the National Estuarine Sanctuary Program as provided for in the Coastal Zone Management Act of 1972, as amended, (CZMA), would provide for beneficial long-term research and public education to improve the coastal management capabilities of the State; and

WHEREAS, the National Oceanic and Atmospheric Administration (NOAA), Office of Ocean and Coastal Resource Management, has approved a matching financial assistance award to establish the Chesapeake Bay National Estuarine Sanctuary at Monie Bay in Somerset County; and

WHEREAS, the Forest, Parks and Wildlife Services (FPWS), formerly the Wildlife Administration, owns property along the Monie Bay site, known as the Deal Island Wildlife Management Area (DIWMA); and

WHEREAS, the FPWS is willing to have a substantial portion of its property at DIWMA, along with adjacent waters of the State of Maryland on Monie Bay, designated for the purposes and in the manner set forth below as the Chesapeake Bay National Estuarine Sanctuary-Monie Bay Component (Sanctuary); and

WHEREAS, the Tidewater Administration, the FPWS and NOAA recognize that the designation of the Sanctuary at Monie Bay is an acknowledgement that the area within the Sanctuary is a natural field laboratory to be used, in consonance with current uses, to study and gather data on natural and human processes occurring within the lower Chesapeake Bay estuary, and further to provide a basis for increased public awareness and understanding of the complex nature of estuarine systems, their values and benefits to man and nature, and the problems that confront them, all of which are

reflective of the goals of the National Estuarine Sanctuary Program which are preservation, research, and education; and

WHEREAS, the Sanctuary at Monie Bay shall operate out of a Chesapeake Bay National Estuarine Sanctuary Management Plan; and

WHEREAS, the establishment of the Sanctuary at Monie Bay within the DIWMA shall augment the present management, research and educational functions of the FPWS incorporated within the Service's DIWMA Plan, but shall not be used as a substitute for the present management, research and educational functions of the FPWS; and

WHEREAS, the disbursement of the Federal grant is conditioned upon the execution of this Memorandum of Understanding between the Tidewater Administration and FPWS;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained it is agreed by and between the parties as follows:

ARTICLE I.-Sanctuary Boundary

The Chesapeake Bay National Estuarine Sanctuary at Monie Bay will include:

(1) Land presently owned by the FPWS at Deal Island Wildlife Management Area, including the tracts of land acquired by the State in full from Francis Bloodworth, Thomas Simpkins, the Nature Conservancy, Eva Shores and Brian McDonald. It also includes portions of land acquired from Rufus Laird and the Beatrice White Estate. The Sanctuary boundary will also include a substantial portion of Monie Bay and its tributaries Monie Creek, Little Monie Creek, Little Creek, Drum Point and Marsh Gut. The downstream boundary will be along a line from the mouth of Marsh Gut to the mouth of Victor's Creek.

(2) Two parcels of land to be acquired by the State with Program Open Space funds for addition to DIWMA from voluntary, willing sellers. They include:

Pocomoke Realty	250.72*
Glatfelter Pulp Wood Co. (Little Monie Creek - Little Creek)	<u>243*</u>
Total	493.72*

*Estimated acreage, pending completion of land surveys by the Department of Natural Resources.

The boundaries are designated on the map which is appended to this Memorandum, Appendix A. It is also agreed that the Sanctuary shall be

identified at its boundary by the placement of a sign(s) which will be environmentally in keeping with the unique characteristics of Monie Bay, and will be purchased with Federal financial award funds. The design will be agreed to by the FPWS and approved by NOAA.

ARTICLE II.-Uses of the Sanctuary at Monie Bay

That portion of the DIWMA designated as the Sanctuary at Monie Bay will be used primarily for environmental research and public education within the programs approved by the FPWS Director, consistent with the purposes for which the Sanctuary is designated. With regard to wildlife management activities carried out in the Sanctuary under the approved DIWMA management plan, the following condition applies. In the core area, the FPWS agrees to maintain the site as a natural area where non-manipulative research is conducted. The Tidewater Administration will encourage non-manipulative research in the Sanctuary which can address State wildlife management issues at DIWMA and in the Eastern Shore region. Within the buffer area, manipulative techniques of wildlife management used elsewhere at DIWMA by FPWS such as ditching, pot-hole blasting and dug-out ponds will not be applied except as a part of a research project approved by the Tidewater Administration and NOAA. Any manipulative field research in the Sanctuary will follow the 1984 National Estuarine Sanctuary Program regulations 15 CFR Part 921. Research which involves manipulative wildlife management techniques may be located in the high phase marsh portions of Marsh Cut Pigeonhouse Creek and Drum point watersheds. These areas are marked accordingly on a map which is appended to this Memorandum, Appendix B.

The Sanctuary Program will complement and where possible add to the research work at DIWMA. The research will be directed towards but not limited to: (1) a better understanding of the ecological relationships within the estuarine environment; (2) baseline ecological measurements; (3) monitoring significant changes in the estuarine environment; and (4) an assessment and prediction of the effects of man's activities on the estuarine environment.

Educational programs will be designed to increase public knowledge and awareness of estuarine systems and their uses to man, and may serve as a model for similar programs elsewhere in the Bay area and in other estuarine systems.

Designation of the Sanctuary will not restrict hunting, trapping, recreational and commercial fishing, and water-oriented recreational and other wildlife oriented activities which have been traditionally conducted in Monie Bay, nor to contravene the manner in which these activities are regulated by appropriate law. The designation of the Sanctuary at Monie Bay is in no way meant to obstruct the achievement of the goals and objectives of the FPWS as they pertain to the DIWMA.

ARTICLE III.-Title and Use of DIWMA Property

Except as specifically provided below in regard to Sanctuary facilities and equipment within the boundaries of DIWMA, the real and personal property within the boundaries of the DIWMA shall continue to be owned exclusively by the FPWS. The use of DIWMA property within the boundaries of the Sanctuary shall be consistent with the purposes for which the Sanctuary is established, that is, preservation, research and education. Future land acquisitions made by the FPWS for the DIWMA will not be added to the Sanctuary at Monie Bay unless specifically requested by the FPWS and approved by the Secretary of DNR and by NOAA.

Sanctuary designation and execution of this Memorandum of Understanding between the Tidewater Administration and FPWS will allow the Tidewater Administration to carry out estuarine research and educational activities in the Sanctuary as a whole under the direction of the Sanctuary Manager according to the purposes for which the Sanctuary is established, and according to the final Sanctuary Management Plan as approved by NOAA. Further, by executing this Memorandum of Understanding the FPWS acknowledges its commitment to long-term use of the DIWMA as an area for wildlife management, research and education. Under this agreement, the FPWS will continue to fund, operate and administer its lands and facilities at DIWMA, and will continue to conduct its activities and programs pursuant to its mandate. This agreement shall not limit FPWS authority to carry out such activities and programs within the Sanctuary except as agreed to in this MOU, and so long as they are consistent with the final Sanctuary Management Plan.

The Parties agree to coordinate fully their programs and activities conducted at the Sanctuary at Monie Bay. Disputes concerning such activities and programs shall be resolved according to the procedures established by Article X.

ARTICLE IV.-Sanctuary Facilities

The FPWS will make available at no cost to the Sanctuary Program a portion of the DINMA "clubhouse" for overnight lodging of research and educational personnel. The "clubhouse" area may also be used for meetings and for storage of educational and research materials, supplies and equipment. If changes become necessary to the building or equipment to accommodate or facilitate these functions at a future date, it is agreed that the FPWS and the Tidewater Administration will develop a plan and will implement those changes. It is understood that DNR and/or Sanctuary funds from the Federal financial award may be used for this purpose. Any use of U.S. Dept. of Commerce Sanctuary funds are subject to NOAA approval.

The FPWS will also make available a suitable portion of the DINMA on North Drawbridge Road where it ends at Monie Creek for capital improvements to serve as a focal point for some Sanctuary functions. A suitable area for a boat ramp, parking area, and for dredging for improved access to the Sanctuary by DNR, other agency officials and the public will be provided by FPWS. The funds for this project shall be provided by the State in the 1985 DNR budget. DNR and/or Sanctuary funds from the Federal financial assistance grant may be used for construction of other facilities. Use of Federal funds are subject to NOAA approval.

The FPWS and the Tidewater Administration may deem it necessary to jointly fund the improvement of other access to the Sanctuary and DINMA facilities.

The FPWS and Tidewater Administration will also work out arrangements for the use of existing DINMA nature trails, docks and other facilities under the Sanctuary Program, and will jointly plan and pursue, if necessary, the creation of any new trails, boardwalks, exhibits, docks, parking areas, facilities, equipment, etc., that enhance the management, research and education goals of the Sanctuary. It is understood that some additional facilities will be developed to preserve the environment in the area by concentrating administrative facilities and public access in appropriate locations. It is further understood that DNR and/or Federal financial assistance award monies may be used for these purposes. Any U.S. Dept. of Commerce Sanctuary funds are subject to NOAA approval.

ARTICLE V.--NOAA's Conditions of Financial Assistance

A copy of the financial assistance award No. NA-SI-AA-9-CA144, from NOAA to the State of Maryland, pursuant to the CZMA, is appended hereto as Appendix C and fully incorporated herein by reference. The FPWS is aware of the conditions and requirements placed on the State of Maryland thereunder. The FPWS agrees to cooperate in all respects with the Tidewater Administration in complying with the terms and conditions of the award. In particular, the FPWS agrees to cooperate with the Tidewater Administration in meeting any audit, or other accounting requirements imposed by NOAA.

ARTICLE VI.--Operation and Maintenance of the Sanctuary Program

The State of Maryland shall apply a portion of its five annual Operation Grants from NOAA of approximately \$50,000 toward the operation and maintenance of its Sanctuary Program at Monie Bay and any other Program facilities and equipment. This may include salaries for personnel providing services at the Sanctuary.

The FPWS and Tidewater Administration shall prepare an annual operating budget for those cooperative programs. The budget shall be completed not later than October 1 of each year for which funds are proposed to be expended. For purposes of this Article, a "fiscal year" is defined as commencing on July 1.

In addition, the parties intend that the Sanctuary Program shall seek funding from sources other than Federal and State contributions, i.e., private donations, corporate gifts, or research grants from industry. Federal or State matching funds will not be used for fund-raising purposes.

ARTICLE VII.--Administration of the Sanctuary

The Sanctuary Manager will be appointed by the Secretary of the Department of Natural Resources.

Specific programs and activities of the Sanctuary will be administered by the Sanctuary Manager and the DIWMA Manager according to their respective administrative responsibilities. Cooperative programs of the FPWS and Tidewater Administration will also be determined jointly by the parties. The Sanctuary Manager and the DIWMA Manager will consult on

visitor use, public education programs in the Sanctuary, and joint research programs with other agencies or institutions of the State of Maryland.

Other cooperative projects between the two administrations and other academic institutions or other organizations which are designed specifically to address Sanctuary goals of education, research and preservation shall also require consultation.

The Sanctuary Manager, in carrying out Program administrative responsibilities in consultation with the DOWA Manager will:

(1) Direct research and educational activities at the Sanctuary which are sponsored by the Tidewater Administration; the DOWA Manager doing likewise for the FPWS-sponsored activities;

(2) Coordinate programs at the Sanctuary to see that Sanctuary activities (education, research) are carried out according to the Sanctuary Management Plan particularly those aspects developed for the Nontie Bay Component;

(3) Coordinate State activities with members of the Sanctuary Management Advisory Committee and Site Advisory Committee as set forth in the Sanctuary Management Plan;

(4) Represent the Sanctuary Management Advisory Committee at public meetings;

(5) Advise and coordinate with universities and units of government, both within DNR and other State and Federal agencies, on particular issues, questions, and projects that affect the Sanctuary, at their request;

(6) Seek and coordinate special studies and research activities within or related to the Sanctuary and its Management Plan and interpret and apply research results to produce benefits to FPWS, particularly wildlife management at DOWA, and to the Maryland Coastal Zone Management Program;

(7) Develop and give general oversight to an educational program for the Sanctuary;

(8) Coordinate Sanctuary research efforts with the University of Maryland Sea Grant Program, Chesapeake Research Consortium, State of Virginia and local governments and other university programs; and

(9) Prepare the required State and Federal grant applications, proposals, budgets and reports, and maintain records.

While the Sanctuary Manager is primarily responsible for these above delineated activities on behalf of the State, it should be recognized that these State activities will not diminish the powers of the DOWA Manager in carrying out the responsibilities under DOWA programs as long as such programs are consistent with the purposes of the Sanctuary Management Plan.

Rather the Sanctuary Manager and the DIWMA Manager will encourage a cooperative working arrangement, producing jointly supported projects.

ARTICLE VIII.-Sanctuary Management Plan

A Management Plan for the Sanctuary at Monie Bay will be developed by the Tidewater Administration and FPWS and will be submitted to NOAA for approval. Activities at the Sanctuary at Monie Bay will be conducted in a manner which is consistent with the Sanctuary Management Plan. However, under the terms of this agreement, the FPWS will continue to fund, operate and administer its lands and facilities at DIWMA, and will continue to conduct its activities and programs pursuant to its mandate except as agreed to in this MOU. This agreement shall not limit FPWS authority to carry out such activities so long as they do not adversely affect implementation of the Sanctuary Management Plan.

This Memorandum of Understanding shall go into full effect when the Sanctuary Management Plan is agreed to by the parties in writing and approved by NOAA. Revisions to the Plan shall only be made by written agreement of the parties and upon approval by NOAA.

ARTICLE IX.-Site Advisory Committee for Monie Bay

In addition to the Sanctuary Manager, a committee has been established to advise in the management of the Sanctuary.

This Committee, called the Site Advisory Committee (SAC) for Monie Bay, plays an important role in insuring that local concerns are given adequate attention in managing the Sanctuary at Monie Bay. The SAC for the Sanctuary at Monie Bay will be composed of members from the local community representing adjacent property owners and user groups such as fishing, boating and hunting. These members are appointed and can be reappointed or replaced for one year terms by the Secretary of DNR at the recommendation of the Sanctuary Manager and in consultation with the DIWMA manager. Responsibilities of the Site Advisory Committee include:

1. Evaluating whether local development or land and water uses may threaten environmental quality in the Sanctuary at Monie Bay;

2. Determining whether local problems are arising due to the educational or research programs;
3. Assisting in site research and education projects on a voluntary basis;
4. Advising the Sanctuary Manager and the DIWMA Manager in the resolution of potential conflicts with local residents or user groups from site activities;
5. Bringing local resident and user group concerns to the Sanctuary Manager and the DIWMA Manager at an early stage; and
6. Determining their position on major program policies/actions requiring consultation with constituents, taking up to 60 days, if necessary, to do so.

ARTICLE X.-Dispute Resolution

The Tidewater Administration and the FPWS both reserve the right to advise the other party of its concerns over the actions of the Sanctuary Manager or the DIWMA Manager, which are not in keeping with the best interests of the Programs.

In the event of a dispute between the Tidewater Administration and FPWS concerning the management, uses, or operation of the Sanctuary, the Director of the FPWS and the Director of the Tidewater Administration of DNR shall resolve the dispute in a manner consistent with the purposes for which the Sanctuary is established. If such dispute cannot be resolved by them, the dispute shall be referred to the Secretary, DNR, for resolution. The parties agree to inform NOAA at each stage of the dispute resolution process.

ARTICLE XI.-Termination of the MOU

If DNR ceases to operate the Sanctuary at Monie Bay as a designated Sanctuary, or Sanctuary designation is withdrawn or otherwise terminated, this MOU and the Tidewater Administration's interest shall be terminated and the FPWS shall again have the full and exclusive control and use of the property.

For purposes of this Article, the parties agree that a decision to terminate this Agreement shall be made jointly by the parties, with one year's advance notice given.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this date, July 1, 1985.

Sherry D. Parkinson
WITNESS

Donald E. MacLauchlan
Donald E. MacLauchlan, Director
Forest, Parks & Wildlife Services

Rose A. Safford
WITNESS

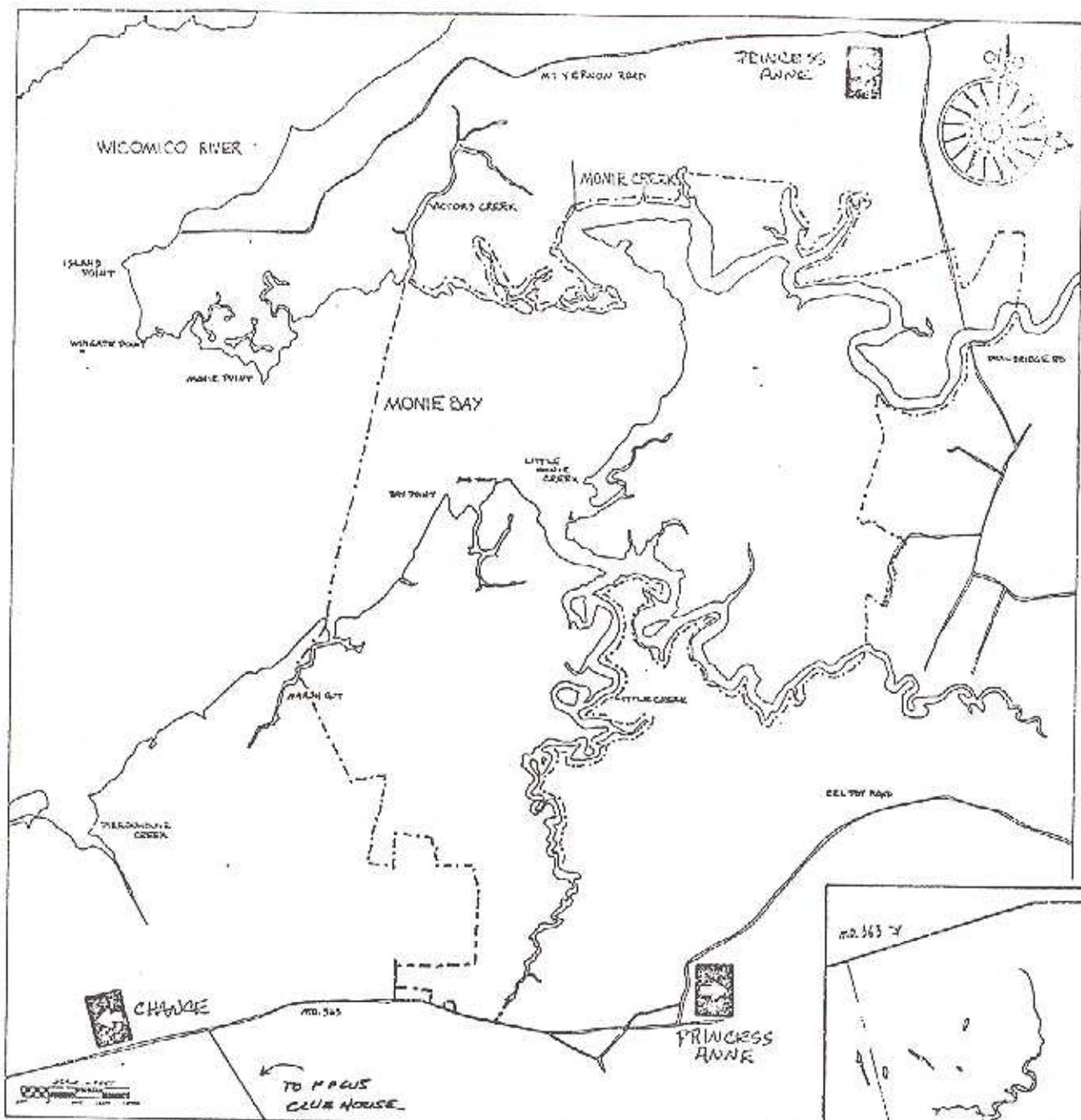
Lee E. Zeni
Lee E. Zeni, Director
Tidewater Administration

Pursuant to my authority under Section 1-102 of the Natural Resources Article, to administer the various units within the Department of Natural Resources, I hereby approve this Memorandum of Understanding between the Forest, Parks and Wildlife Services and the Tidewater Administration.

Torrey C. Brown
Torrey C. Brown, M.D., Secretary

Approved for form and legal sufficiency

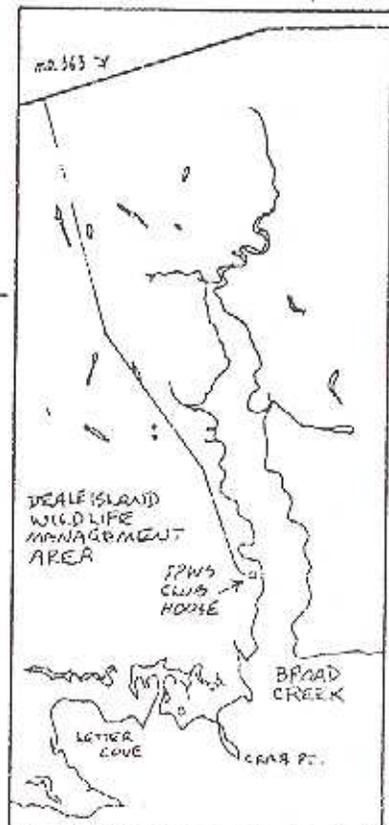
Donald P. Quinn 5-3-85
Assistant Attorney General

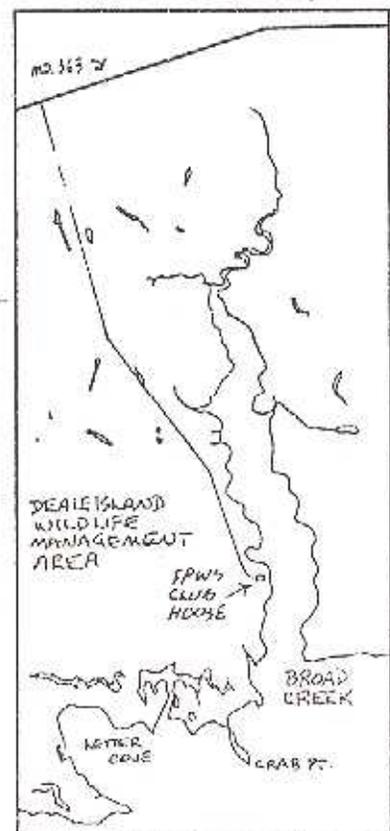
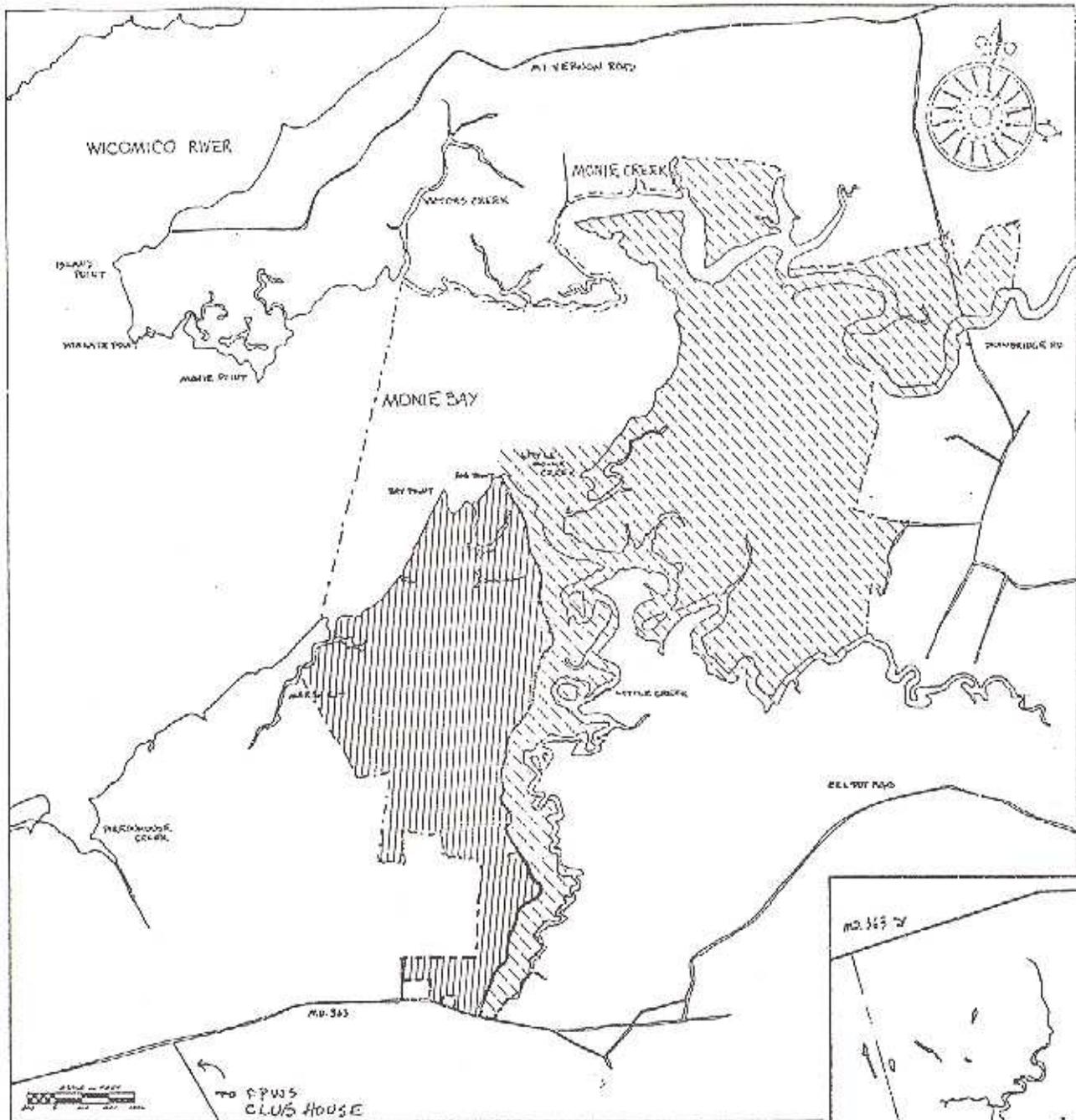


APPENDIX A

Monie Bay Component
SANCTUARY BOUNDARY

--- Sanctuary Boundary





APPENDIX B

**Monie Bay Component
RESEARCH ZONES**

-  Sanctuary Boundary
-  Buffer Zone
-  Core Area