

17.11.04

MEMORANDUM OF UNDERSTANDING

among:

UAA, BLM, NPS, FWS, MMS, USGS, and EVOS Trustee Council

relating to:

Organization and Operation of Alaska Resources Library and Information Services

- I. Purpose. This memorandum of Understanding (MOU) provides a framework for the organization and joint operation of the Alaska Resources Library and Information Services (ARLIS) in Anchorage, Alaska. This facility shall continue to be a repository for information and research on Alaska's natural and cultural resources.
- II. Objective. The joint goal of the signatory agencies is to maintain and improve efficiency and cost savings through eliminating duplication, increasing staffing efficiency, and improving public access to natural and cultural resources information by pooling the resources of all of the agencies in a single location. The collections will continue to be for the agencies' joint use and for the use of all library users including the general public, students, and the private sector, as well as agency researchers. The library is to be located in Anchorage, Alaska.

It is the signatory agencies' intention that the University of Alaska Anchorage will administer the ARLIS collection pursuant to appropriate contractual agreements with UAA. The agencies have agreed to this MOU to set forth the conceptual provisions to guide the administration of ARLIS.

- III. Authority.

- A. Secretarial Order 3115, September 5, 1986; 110 DM 10.6 transmitted to BLM by release 2720, December 19, 1986.
- B. Economy Act of June 30, 1932 (47 Stat. 417; 31 U.S.C. 1535)

- IV. Organization and Responsibilities. The signatories hereto agree to the following organizational structure for ARLIS and agree to promptly implement this agreement by appropriate contractual agreements, to the extent allowable by law.

- A. Founding Agencies

1. Any publicly funded or nonprofit entity who signs this MOU and annually contributes a founder's share for the operation of ARLIS may be founding agency.

- a. UAA, BLM, NPS, FWS, MMS, USGS, EVOS TC and ADF&G intend to be founding agencies.
 - b. At any point in time, other agencies may become founding agencies by signing this MOU and establishing the underlying contractual relations to contribute a founder's share for the operation of ARLIS.
 - c. EVOS TC, the DOI agencies (NPS, FWS, MMS, USGS) and any other DOI agency participating in ARLIS may pay their shares through the BLM.
 - d. Founding agencies shall enter into appropriate contractual relationships to accomplish the purpose of this MOU. Those relationships shall establish the agencies legal obligations and requirements regarding payment, transfer of property and services.
2. Contributions of the founding agencies shall be as follows:
- a. Annual
 - (1) The amount of a founders share for ARLIS is, at least, an annual expenditure of \$40,000.
 - (2) The founders share may be met through cash, personnel and/or the purchase of new equipment.
 - (3) The annual operating budget of ARLIS will provide for the appropriate allocation of expenses among the founding agencies. The founding agencies shall enter into appropriate contractual relationships to ensure that the ARLIS annual budget is met.
 - b. Each founding agency agrees to combine, to the extent allowable by applicable law, its collection of books, bookshelves, library furniture, computers, and provide an inventory of its contribution.
 - c. The value of existing collections at the time of collocation will not contribute to the calculation of the founders share. However, amounts expended to directly purchase goods or services needed for the operations of ARLIS will be considered in-kind contributions to be included in calculation of the founder's share.
 - d. The founders share contributed by UAA may be composed of a donation of all or part of normal administrative charges. It is agreed that UAA ordinarily charges at least 32% administrative overhead and will charge ARLIS 18% on all charges, excluding rent, in-kind contributions and costs of the accounting clerk position. This 14% donation may contribute to the calculation of UAA's founders share.
 - e. These provisions shall be carried out through the execution of appropriate

contractual instruments, either contracts, interagency agreements or intra-agency agreements, when necessary.

3. Founders Board

- a. Representatives of the founding agencies shall form a Founders Board to ensure that ARLIS is managed in accordance with the intent expressed in this MOU.
- b. Members of the Founders Board shall be executives of the founding agencies in Alaska or their duly designated representatives.
- c. Functions of the Founders Board are to:
 - (1) approve ARLIS annual budgets and act on any necessary budget amendments
 - (2) jointly make management decisions
 - (3) adopt policies for the efficient operation of ARLIS
 - (4) ensure that ARLIS operates to maintain a high level of service to the public and agencies
 - (5) act on notice(s) to withdraw
 - (6) in the event of a withdrawal or dissolution, adopt a formula for determining the pro-rata share of new acquisitions for distribution, and
 - (7) adopt procedures for functioning of the Founders Board
- d. The Founders Board shall meet at least twice a year.

B. Participating Agencies

1. Any publicly funded or nonprofit entity who signs this MOU and annually contributes at least the amount of a participating share to UAA for the operation of ARLIS, either directly or through BLM.
 - a. EPA and FAA, as signatories hereto, indicate their intent to become participating agencies
 - b. Additional federal, state or other agencies may become participating agencies by signing this MOU and establishing an appropriate contractual relationship for contribution of a participating share to the administration and management of and access to ARLIS.

2. A participating share shall be \$5,000 per year.

C. Withdrawal

1. Any signatory hereto may withdraw from the MOU at any time. The withdrawal shall be effective upon at least (30) days written notice to the Founders Board and cancellation of any underlying contractual obligations. Withdrawal by one or more signatories does not terminate this MOU for the other signatory agencies.
2. Unless specific provision is made through contractual agreement, all property, furniture and books contributed by the withdrawing founding agency, shall be returned to that agency along with any additions, accretions or updates after the effective date of withdrawal from ARLIS. The cost of the withdrawal will be borne by the withdrawing agency. The Founders Board will determine the use of personnel and the time frame for the withdrawal so that basic library services are not disrupted. All items shall be returned within ninety (90) days of the effective date of the notice to withdrawal. In addition, a withdrawing agency shall be entitled to a pro-rata share of materials purchased with funds designated for ARLIS, if the agency's contribution was not earmarked for specific acquisitions. If the contribution was earmarked, the release of the acquired item(s) from ARLIS to the agency will satisfy the agency's pro-rata share. This pro-rata share is to be calculated pursuant to a formula adopted by the Founders Board.

V. Library Collocation.

The following five provisions are nonbinding and do not commit funds or obligate the federal government to any specific performance. In the future the ARLIS collection will collocate with the UAA/APU Consortium Library. In this context the Founders intend:

1. To pay UAA/APU Consortium Library a total of \$175,000 per year to increase no more than 1.5% annually for the following:
 - a. Approximately 20,000 feet of library space including a conference room:
 1. The space will be wired for computer network and Internet access.
 2. Janitorial, facilities maintenance, street signage, heat, lights and security will be included.
 - b. Furnishings for the public access portions of ARLIS including a reference desk, seating for patrons and library shelving.
 - c. Parking for all ARLIS researchers and for staff members who are not UAA employees or students with a required estimated peak use of forty spaces.
 - d. Signs on the inside and outside of the library building identifying ARLIS and directing people to ARLIS.

2. To pay for their portion of the costs for moving the ARLIS library on a pro-rata basis. Each agency will pay a pro-rata share of the move of the ARLIS collections and office furniture to the identified space in the UAA Consortium Library.
3. To make the above payments to the UAA Consortium Library in November with the charges prorated in the first year if ARLIS is not present for the entire year.
4. To provide furniture for the non-public access portions of ARLIS. Each founding agency will provide a pro-rata share of the non-public furnishings or the costs thereof.
5. To amend contractual agreements in an appropriate fiscal year to reflect the changes occasioned by these provisions.

VI. Administrative Provisions.

- A. Nothing in this MOU will be construed as affecting the authorities of the signatories hereto or as binding beyond their respective authorities. The signatories hereto will participate in ARLIS as set forth in this MOU only to the extent allowed by their respective legal authorities, which authorities are federal law for federal agencies and state law for state agencies.
- B. This MOU excludes any obligation for the exchange of federal or state funds, supplies, equipment or services. Any such exchange or transfer shall be handled through instruments specifically used for those purposes.
- C. No Member of, or Delegate to, or Resident Commissioner in, Congress shall be admitted to an share or part of this agreement, or to any benefit that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.
- D. Conflicts between signatory agencies which cannot be resolved at the operational level shall be referred to successively higher levels for resolution. It is the intent of the signatories that the Founders Board be the instrument for resolution of disputes regarding implementation of this MOU and operation of ARLIS.
- E. Terms of this MOU may be amended or cancelled at any time with the written consent of all the signatories.
- F. This MOU will be reviewed at least every 2-1/2 years to determine its adequacy, effectiveness and continuing need.
- G. Until authorized by law or regulation, there shall be no charge for use of or access to the federal collections

- H. Nothing in this agreement shall affect UAA's ability to accept donations for ARLIS. Any donations shall result in a change in calculation of future year's operating budgets.
- I. All participants agree to full disclosure of any and all contractual or other agreements with UAA for operation of ARLIS.
- J. Nothing contained in this MOU shall be construed as binding the signatories to expend in any one fiscal year any sum in excess of appropriations made by the United State Congress or the Alaska Legislature, and available for the purposes of this MOU for that fiscal year, or as involving the United States or the State of Alaska in any contact or other obligation for the further expenditure of money in excess of such appropriations.
- K. All activities pursuant to this MOU and the provisions of Exec. Order No. 11246, 3 C.F.R. 339 (1964-65) shall be in compliance with the requirements of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973 (87 Stat. 394; 29 U.S.C. 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. 6101 et seq.); and with all other federal and state laws and regulations prohibiting discrimination on grounds of race, color, national origin, handicap, religion or sex in providing for facilities and service to the public.
- L. Nothing herein contained shall be deemed to be inconsistent with or contrary to the purpose of or intent of any Act of Congress or the laws of the District or the State of Alaska establishing, affecting or relating to the MOU.
- M. The signatories certify that comprehensive actions will be taken to ensure the workplace is drug free.
- N. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. PENALTY: Whoever, being an officer or employee of the United States or of any department or agency thereof, violates or attempts to violate this section, shall be fined not more than \$500 or imprisoned not more than one year or both; and after notice and hearing by the superior officer vested with the power of removing him, shall be removed from office or employment.

- O. This MOU will expire in 5 years, unless previously canceled, extended or renewed.
- P. This MOU becomes effective initially upon execution by UAA and the DOI agencies. This MOU may be entered into and become effective seriatim as other governmental and nonprofit entities become signatories.

APPROVED:

E. Lee Gorsuch Date: 7-10-03 Henri R. Bisson Date: 7/15/03
 E. Lee Gorsuch Henri R. Bisson
 Chancellor State Director
 University of Alaska Anchorage Bureau of Land Management, Alaska

Marcia Blaszak Date: 7/10/03 Rowan W. Gould Date: 7/7/03
 Marcia Blaszak Rowan W. Gould
 Deputy Regional Director, Alaska Region Regional Director
 National Park Service U.S. Fish & Wildlife Service

John Goll Date: 7/2/03 Molly McCammon Date: 7/1/03
 John Goll Molly McCammon
 Regional Director Executive Director
 Minerals Management Service Exxon Valdez Oil Spill Trustee Council

William K. Seitz Date: 7/8/03 _____ Date: _____
 William K. Seitz
 Director for the Alaska Science Center
 U.S. Geological Survey

STATEMENT of the ALASKA DEPARTMENT OF FISH & GAME
REGARDING PARTICIPATION IN THE MEMORANDUM OF UNDERSTANDING

among:

UAA, BLM, NPS, FWS, MMS, USGS, and EVOS Trustee Council

relating to:

Organization and Operation of Alaska Resources Library and Information Services

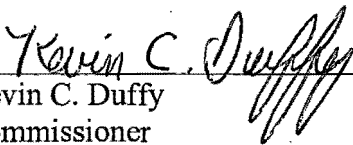
Pursuant to the authorities set forth in the Alaska Constitution, article XII, 2 and A.S. 16.05.050, the Alaska Department of Fish & Game (ADF&G) joins in the attached Memorandum of Understanding (MOU) as a founding agency of the Alaska Resources Library and Information Services, in accordance with the MOU sections IV.A.1 AND IV.A.2. As discussed below, joinder by ADF&G is limited to that authorized by law.

The MOU includes provisions creating a "Founders Board" and describing the functions and authority of that board, such as: approval of ARLIS annual budgets and budget amendments; approval of management decisions and policies; actions on notices to withdraw; adoption of a formula for pro rata distribution of new acquisitions purchased with ARLIS funds; adoption of board procedures; and resolution of conflicts pertaining to the MOU or operation of ARLIS.

Applicable state law precludes recognition of the Founders Board as an entity with any authority over ADF&G policy, property or finances. As a result, this board may not speak on behalf of ADF&G or otherwise bind ADF&G on any issue relating to the MOU or to ARLIS. As to ADF&G, state law requires that actions of the Founders Board be construed as strictly advisory.

In spite of this legal limitation, ADF&G signs the MOU pursuant to MOU section V.A., which states that the MOU may not be construed as affecting the authorities of the signatories, or as binding the signatories beyond their respective authorities. Therefore, the signatories will participate in ARLIS as set forth in the MOU only to the extent allowed by applicable state and federal law.

APPROVED:


Kevin C. Duffy
Commissioner
Alaska Department of Fish & Game

Date:



Date: _____

WITHOUT AMENDING THE MEMORANDUM OF UNDERSTANDING THE
UNDERSIGNED APPROVE OF ADF&G'S JOINDER IN THE MOU WITH THE
LIMITATIONS SET FORTH IN THE ATTACHED ADF&G SIGNATURE PAGE (MOU
PAGE 8)

E. Lee Gorsuch Date: 7-10-03 Henri R. Bisson Date: 7/15/03
E. Lee Gorsuch Henri R. Bisson
Chancellor State Director
University of Alaska Anchorage Bureau of Land Management, Alaska

Marcia Blaszk Date: 7/10/03 Rowan W. Gould Date: 7/7/03
Marcia Blaszk Rowan W. Gould
Deputy Regional Director, Alaska Region Regional Director
National Park Service U.S. Fish & Wildlife Service

John Goll Date: 7/2/03 Molly McCammon Date: 7/1/03
John Goll Molly McCammon
Regional Director Executive Director
Minerals Management Service Exxon Valdez Oil Spill Trustee Council

William K. Seitz Date: 7/8/03 Date: _____
William K. Seitz
Director for the Alaska Science Center
U.S. Geological Survey