

17.11.11

MEMORANDUM OF UNDERSTANDING

Among

**The Department of Interior (DOI) Agencies
Exxon Valdez Oil Spill Trustee Council (EVOS TC)
The University of Alaska Anchorage (UAA)
Alaska Department of Fish and Game (ADF&G)**

Relating To

**The Organization and Operation
of the
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. ARLIS shall continue to be a repository for research and information on Alaska's natural and cultural resources.
- II. Objective. The goal of the signatories is to continue the operation of ARLIS as a means of providing efficiencies, cost-savings, and improved library services. The signatories include the following DOI agencies: Bureau of Land Management (BLM), National Park Service (NPS), Fish & Wildlife Service (FWS), Minerals Management Service (MMS), U.S. Geological Survey (USGS); University of Alaska Anchorage (UAA); Exxon Valdez Oil Spill Trustee Council (EVOS TC); and the Alaska Department of Fish and Game (ADF&G). The signatories plan to meet the objective by continuing to pool resources in a single location to eliminate duplication, increase staffing efficiency, and improve public access to natural and cultural resource information.

The collections will continue to be for the joint use of the agencies and agency researchers, and for the use of all library users, including the general public and students. The library is located in Anchorage, Alaska on the UAA campus. It is the signatory agencies' intention that the University of Alaska Anchorage (UAA) will administer the ARLIS collection pursuant to appropriate agreements between UAA and the other parties to this MOU. The agencies have agreed to this MOU and shall set forth the conceptual provisions to guide the administration of ARLIS.

- III. Authorities.

Memorandum of Agreement and Consent Decree approved and entered on August 28, 1991, in United States v. State of Alaska, No. A91-081 CV authorizes involvement by the Exxon Valdez Oil Spill Trustee Council (EVOS TC), "... entering into 'reimbursable services agreements' with State and/or Federal agencies (e.g., the Alaska Department of Revenue and/or the United States Department of the Interior) for personal services costs and associated contractual costs."

The University enters into this MOU under the authority of the Alaska Statute 36.30.005(c).

The State of Alaska enters into this MOU under the authority of Alaska Statute 16.05.050.

The DOI agencies enter into this MOU pursuant to Secretarial Order 3115, September 5, 1986, 110 DM 10.6, release 2720, December 19, 1986, which consolidated DOI bureau natural resource materials in Alaska into a single collection.

IV. Organization and Responsibilities. The signatories hereto agree to the organizational structure for ARLIS and agree to promptly implement this agreement by appropriate agreements, to the extent allowed by law. The structural organization is as follows:

A. Founding Agencies:

1. Any publicly funded or nonprofit entity that signs this MOU and annually contributes a founder's share for the operation of ARLIS is a founding agency.
 - a. UAA, BLM, NPS, FWS, MMS, USGS, EVOS TC, and Alaska Department of Fish & Game (ADF&G) are the founding agencies.
 - b. At any point in time, other agencies may become founding agencies by establishing an appropriate agreement with UAA and contributing a founder's share for the operation of ARLIS.
 - c. The DOI agencies (NPS, FWS, MMS, USGS), and any other DOI agency participating in ARLIS may pay their shares through an appropriate agreement with the BLM.
 - d. Founding agencies shall enter into appropriate contractual agreements to accomplish the purpose of this MOU. Those agreements shall establish the agencies' obligations regarding payments and the transfer of property and services.
2. Contributions of the founding agencies shall be as follows:
 - a. Annual
 - (1) The amount of a founder's share for ARLIS is at least \$60,000 annually. The founder's share may be met through cash payments, personnel, and/or the contribution of new equipment.
 - (2) 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 agreements 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 and 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 founder's share. However, amounts expended to directly purchase goods or services needed for the operations of ARLIS will be considered in-kind contributions and shall be included in calculation of the founder's share.
- d. The founder's share contributed by UAA may be composed of a donation of all or part of the normal administrative charges. UAA ordinarily charges a 32 percent administrative overhead fee. However, UAA will charge ARLIS 18 percent on all charges excluding rent and in-kind contributions. This 14 percent donation may contribute to the calculation of UAA's founder's share.
- e. These provisions shall be carried out through the execution of appropriate instruments, either contracts, interagency agreements, or intra-agency agreements.
- f. Payments by Federal and State entities are subject to the availability of appropriated funds.

3. Founders Board:

- a. The heads of the founding agencies shall make up the Founders Board to manage ARLIS in accordance this MOU.
- b. Members of the Founders Board shall be heads of the founding agencies in Alaska or their duly designated representatives.
- c. Functions of the Founders Board are to:
 - (1) Approve ARLIS budgets on an annual basis and act on any necessary budget amendments;
 - (2) Adopt policies for the efficient operation of ARLIS;
 - (3) Ensure that ARLIS operates to maintain a high level of service to the public and agencies;
 - (4) Act on notice(s) to withdraw and, in the event of a withdrawal or dissolution, adopt a formula for determining the pro-rata share of new acquisitions for distribution;
 - (5) Adopt procedures for functioning of the Founders Board;

(6) Seek new partners.

d. The Founders Board shall meet at least twice a year.

B. Participating Agencies

1. Any publicly funded or nonprofit entity that establishes an appropriate contractual relationship and annually contributes at least the amount of a participating share to UAA for the operation of ARLIS, either directly or through BLM if a DOI agency, is a participating agency.

Additional federal, state, or other agencies may become participating agencies with the approval of the Founders Board and execution of an appropriate agreement or memorandum of understanding.

2. A participating agency shall pay no less than \$5,000 per year.

C. Withdrawal

1. Any signatory hereto or participating agency which joins later, may withdraw from the MOU at any time. The withdrawal shall be effective upon at least thirty (30) day's written notice to the Founders Board and cancellation of any underlying agreement. 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 remain the property of the agency and 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 withdraw. 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. ARLIS is collocated with the UAA/APU Consortium Library. In this context the Founders intend:

1. Acting independently, to pay UAA a total of \$185,745 per year to increase no more than 1.5 percent annually for the following:
 - a. Approximately 20,000 feet of library space, including a conference room.
 1. Space wired for computer network and Internet access.
 2. Janitorial, facilities maintenance, street signage, heat, lights, and security.
 - 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 (40) spaces.
 - d. Signs on the inside and outside of the library building identifying ARLIS and directing people to ARLIS.
2. To pay a pro-rata share of the moving expenses in the event ARLIS must relocate.
3. To pay the above amount to the UAA/APU Consortium Library yearly.
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.

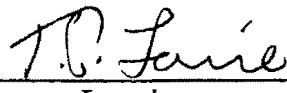
- A. Nothing in this MOU will be construed as affecting the authorities of the signatories hereto or as binding beyond their respective authorities. The signatories hereto will participate in ARLIS as set forth in this MOU only to the extent allowed by their respective legal authorities, which authorities 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.

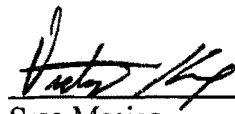
- C. No Member of, or Delegate to, or Resident Commissioner in, Congress shall be admitted to a share or part of this agreement, or to any benefit that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.
- D. Conflicts between signatory agencies 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. Until authorized by law or regulation, there shall be no charge for use of or access to the federal collections.
- G. Nothing in this agreement shall affect the ability of UAA to accept donations for ARLIS. Any donations shall result in a change in calculation of future years' operating budgets.
- H. All participants agree to full disclosure of any and all contractual or other agreements with UAA for operation of ARLIS.
- I. 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 States Congress or the Alaska State 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 contract or other obligation for the further expenditure of money in excess of such appropriations.
- J. 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, age, color, national origin, handicap, religion, or sex in providing for facilities and service to the public.
- K. 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.
- L. The signatories certify that comprehensive actions will be taken to ensure the workplace is drug free.

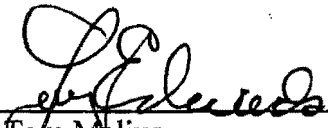
- M. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed 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/her, shall be removed from office or employment.
- N. This MOU will expire in five (5) years from the date of the last signature, unless previously canceled, extended, or renewed.
- O. This MOU becomes effective initially upon execution by UAA, EVOS TC, ADF&G, and the DOI agencies. This MOU may be entered into and become effective seriatim as other governmental and nonprofit entities become signatories.


1. APPROVED:

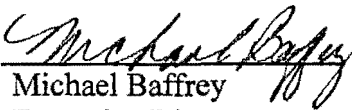
 Date: 8/28/2008
Fran Ulmer
Chancellor
University of Alaska Anchorage


 Date: 9-10-08
Thomas Lonnie
State Director
Bureau of Land Management, Alaska

 Date: 9/2/08
Sue Masica
Regional Director
National Park Service
Alaska Region

 Date: 4 Sept 08
for Tom Melius
Alaska Regional Director
U.S. Fish & Wildlife Service

 Date: 9/3/2008
John Goll
Regional Director
Minerals Management Service
Alaska Outer Continental Shelf Region

 Date: 9-3-08
Michael Baffrey
Executive Director
Exxon Valdez Oil Spill Trustee Council

 Date: 9/2/08
Leslie Holland-Bartels
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

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Alaska Resources Library and Information Services**

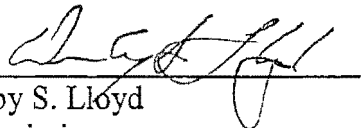
Pursuant to the authorities set forth in the Alaska Constitution, article XII, section 2 and AS 16.05.050, the Alaska Department of Fish & Game (ADF&G) joins in the attached Memorandum of Understanding (MOU) as a founding agency of the Alaska Resources Library and Information Services, in accordance 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 VI.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.

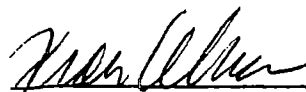
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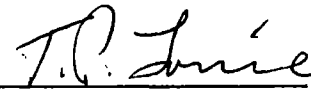


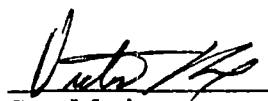
Denby S. Lloyd
Commissioner
Alaska Department of Fish & Game

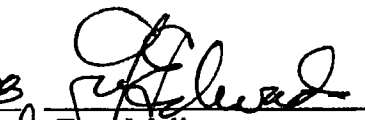
Date:  9/1/08


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 9).

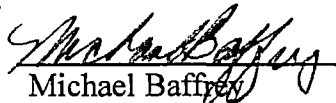
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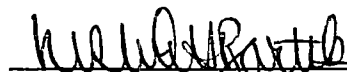
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 Date: 9/2/08
Sue Masica
Regional Director
National Park Service
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 Date: 45 Sept 08
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