MEMORANDUM OF UNDERSTANDING AMONG

THE
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
ALASKA REGION.

THE
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE,

THE
UNITED STATES DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NATIONAL MARINE FISHERIES SERVICE ALASKA REGION

THE
ALASKA DEPARTMENTS OF
FISH AND GAME, NATURAL RESOURCES, and ENVIRONMENTAL CONSERVATION

THE UNIVERSITY OF ALASKA SOUTHEAST,

AND
THE NATURE CONSERVANCY OF ALASKA

This Memorandum of Understanding (MOU) fosters coordination and cooperation between the USDA Forest Service (USFS), the U.S. Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS\AKR) the Alaska Departments of Fish and Game (ADFG), Natural Resources (ADNR), and Environmental Conservation (ADEC), the University of Alaska Southeast (UAS) and The Nature Conservancy of Alaska (TNC). This MOU serves as a mechanism for specific projects and collaboration related to the Southeast Alaska GIS Library.

PURPOSE

The Southeast Alaska GIS (Geographic Information System) Library project is comprised of a group of federal and state resource management agencies, non-governmental organizations, and academic educators working toward cost-effective production, ready availability, and greater utilization of geospatial data and applications. As such, this project is committed to further developing these tools to further research and improve management of public resources in Southeast Alaska and beyond.

The Southeast Alaska GIS Library (Library) provides a framework for coordinating the acquisition, sharing, and maintenance of spatial data between the public, researchers, educators, and managers. It also creates a forum for discussing regional data standards, future data needs, and opportunities for professional collaboration.

BACKGROUND

For over 15 years, the U.S. Forest Service has been using GIS to monitor, evaluate and plan projects throughout the Alaska Region. Used in this manner, GIS is an efficient and powerful decision-making tool; it is particularly useful in remote and fragmented landscapes such as Southeast Alaska. Through GIS, it is possible to have 'virtual access' to thousands of salmon streams, miles of shoreline, and acres of forested lands as well as ask complex spatial questions about how these features interrelate. Despite the utility of the GIS data to anyone involved in resource management issues, there has been little organized effort to share or distribute this information; or to collaborate on the maintenance of spatial data themes common amongst entities.

The USFS is currently the primary data contributor to the Library and will continue to benefit from this relationship. Currently, the Tongass National Forest has no established external-facing data distribution system, and had been unable to provide consistent online access to its geospatial data until establishment of the current Library data portal (http://seakgis.alaska.edu/). Through this project, the majority of those duties have shifted to the Library project staff; and in doing so, public access to geospatial information has improved dramatically. By sharing geospatial data with others, particularly with the research and planning communities, it is likely USFS data will be improved upon, and new products and applications will be developed.

The USFS and ADF&G are currently maintaining their hydrography data collaboratively within a UAS geodatabase which benefits the partnering agencies, as well as the public, by providing a mechanism to share, enhance, and distribute a richer dataset than any one entity could deliver on its own. The 'SEAKHydro' database at UAS is designed to provide updates to the National Hydrography Dataset (NHD), maintained by USGS, which further provides standard streams data to a national data standard.

The NMFS\AKR, USFWS, TNC, ADNR, ADEC, and ADFG have increased their respective institutional efforts to use GIS in support of their resource management responsibilities, monitoring efforts, and research projects, which is creating a need for access to more data than is generally available through current channels. By using and contributing to the Library database, these entities will have improved GIS capacity and also benefit from a centralized portal for data distribution. Additionally, contributed datasets will be readily available to other governmental and non-governmental entities for their use during planning and development. Directed outreach will also encourage expanded participation and growth of the overall database.

The UAS has a GIS lab and is designated as a GINA (Geographic Information Network of Alaska) node which makes it a logical place to continue to house the SE AK GIS Library. The UAS has integrated GIS into its environmental sciences program and is using the technology in

a number of research areas. Access to the Library GIS database will give students and researchers a solid foundation from which to conduct analyses, develop new applications, and models, and provide a unique teaching tool.

Actions of the SE AK GIS Library project to date include:

- Establishment of the Steering Committee in 2005.
- Establishment of the Library website and data portal (http://seakgis.alaska.edu/).
- Support of the Library, Library Coordinator, and NHD Technical Steward at the UAS from multiple funding partners.
- Serving of GIS datasets from multiple contributors.
- Submission of proposal and tentative award of the Southeast Alaska Coastal GIS Module from the Coastal Impact Assistance Program 2010.
- Collaboration between USFS, ADFG, and USGS to create and maintain a unified Southeast Alaska Hydrography Database.
- Receipt of Special Achievement in GIS (SAG) award at the 2011 ESRI International User Conference for the collaborative work on Southeast Alaska Hydrography Database.

GOALS and OBJECTIVES

The goal of this MOU is:

To recognize and commit to a framework that fosters cooperation, collaboration and coordination by the signatories for the continuance of the Southeast Alaska GIS Library.

The objectives of Southeast AK GIS Library are:

- 1. To provide reliable access to quality geospatial data for researchers, resource managers, and the public.
- 2. To foster cooperation and collaboration in the sharing, improvement, and acquisition of geospatial data.
- 3. To provide training and directed outreach to increase use of GIS and Library data holdings.
- 4. To provide a mechanism for identifying and communicating the geospatial data needs of resource managers/researchers to administrators and decision-makers.

ROLES AND RESPONSIBILITIES

The Parties Shall:

- 1. Have access to their geospatial data, for distribution through the Southeast Alaska GIS Library.
- 2. Provide metadata and other background information related to geospatial data for the Library through other agreements.
- 3. Have a representative serve on the Southeast Alaska GIS Library steering committee.

4. Mutually cooperate to ensure the Southeast Alaska GIS Library and website is operational; providing reliable and consistent access to geospatial data and related information to the above parties and the public, subject to the availability of funding and resources.

ENDORSEMENTS

Nothing in this MOU may be interpreted to imply that the United States, the Department of the Interior, the Department of Agriculture, the US Fish and Wildlife Service, the US Forest Service, the National Marine Fisheries Service, the State of Alaska, the Alaska Department of Fish and Game, Alaska Department of Natural Resources, Alaska Department of Environmental Conservation, The Nature Conservancy, or the University of Alaska endorses any product, service, or policy of the Southeast Alaska GIS Library. The Southeast Alaska GIS Library will not take any action or make any statement that supports or implies such an endorsement.

AUTHORITY

NMFS/AKR's authority to enter into this agreement includes the Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq., and the Magnuson Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et seq.

MODIFICATION, ADDENDUM, AND TERMINATION

This MOU may be modified at any time upon joint approval and may be reviewed annually or at the request of any of the Parties. This MOU may be terminated at any time by mutual written agreement of the Parties. Any party may terminate its participation in this MOU by providing 90 days written notice to the other parties.

With majority consent of the Parties, additional partners may be added as signatories to this MOU through an Addendum. The Addendum shall include by reference all elements of the MOU as defined in the original and expires concurrently.

MEMBERS OF U.S. CONGRESS

Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

NONBINDING AGREEMENT

This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, service, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met.

Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any party obligation is subject to the availability of appropriated funds and other resource. The negotiation, execution, and administration of these prospective agreements must comply with all applicable laws. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

NON-LIABILITY.

The parties do not assume liability for any third party claims for damages arising out of this agreement.

PRINCIPAL CONTACTS

Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

TNC Program Contact	ADFG Program Contact
Dave Albert	Jeff Nichols
416 Harris Street Suite 301	PO Box 240020
Juneau, AK 99801	Douglas, Alaska 99824
Telephone: 907-586-2301	907-465-8576
Email: dalbert@tnc.org	jeff.nichols@alaska.gov

U.S. Forest Service Program Contact	U.S. Fish and Wildlife Service Program Contact	
Erik Johnson 709 W. 9 th Street Juneau, Alaska 99801-1807 Telephone: 907-586-7957 Email: ejohnson02@fs.fed.us	Neil Stichert 3000 Vintage Blvd, Suite 201 Juneau, Alaska 99801 Telephone: 907-780-1180 Email: neil_stichert@fws.gov	

UAS Program Contact	ADNR Program Contact
Sanjay Pyare	Joel Nudelman
11120 Glacier Hwy	400 Willoughby Avenue
Juneau, AK 99801	P.O. Box 111031
Telephone: 907-796-6007	Juneau, AK 99811-1031
Email: sanjay.pyare@uas.alaska.ed	Telephone: 907- 465-5406
	Email: joel.nudelman@alaska.gov

NOAA\NMFS\AKR Program Contact	ADEC Program Contact
Steve G. Lewis P.O. Box 21668 Juneau, AK 99802-1668 Felephone: 907-586-7858 Email: steve.lewis@noaa.gov	Cliff Jones 410 Willoughby Avenue, Suite 303 Juneau, AK 99811 Telephone: 907-465-5084 Email: cliff.jones@alaska.gov

COMMENCEMENT/EXPIRATION DATE

This MOU is executed as of the date of the last signature and is effective through June 30, 2017, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

AUTHORIZED REPRESENTATIVES

By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last date written below.

BETH PENDLETON, Regional Forester

U.S. Forest Service, Alaska Region

7-19-12

KEVIN BROOKS, Director of Administration Services

State of Alaska, Department of Fish and Game

Date

Randall H Hagenstein	7-15-2012
RANDY HAGENSTEIN, State Director	Date
The Nature Conservancy of Alaska	24.0
AMM	7-12-2012
JAMES W BALSIGER Regional Administrator	Date
Department of Commerce	
National Marine Fisheries Service, Alaska Region	
Alle A trans	- 101
Sur John	7/9/2012
BILL HANSON, Field Supervisor	Date
U.S. Department of the Interior	
Fish and Wildlife Service	
Col Carlos	7/9/12
RICK CAUFIELD, Provøst	Date
University of Alaska Southeast	
Kannain Daris	7/19/12
JEANMARIE DAVIS, Director, Support Services Division	Date
State of Alaska, Department of Natural Resources	
2 vaidn	7/20/202
TOM CHERIAN, Administrative Services Division Director	Date
State of Alaska	= 3333
Department of Environmental Conservation	



The authority and format of this instrument have been reviewed and approved for signature.

DEANNA FLEMMER, Grants Management Specialist

Date

U.S. Forest Service, Alaska Region

12-MU-11100100-007

Burden Statement

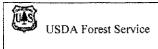
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

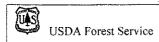
To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



MODIFICATION	OF OD AND			PAGE	OF PAGES
MODIFICATION	OF GRANT	OR AGREEMENT		1	6
1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER			3. MODIFICA	TION NUME	BER:
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P.O. Box 2549		P.O. Box 21628			
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ADMINISTRATIVE CHANGE	ADMINISTRATIVE CHANGES: Addition of Parties to the MOU and contact information				
	OTHER (Specify type of modification): See Attachment				
Except as provided herein, all terms and condit	ions of the Grant/	Agreement referenced in 1, abo	ve. remain u	nchanged :	and in full
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II.A. ALASKA DEPARTMENT OF FISH & GAME	11.B. DATE SIGNED	11.C. MATURE CONSERVANCY OF ALASKA	11.D. DATE SIGNED
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(Signature of Signatory Official)	<u> </u>	(Signature of Signatory Official)	T T
11.E. NAME (type or print): KEVIN BROOKS		11.F. NAME (type or print): RANDY HAGENSTEI	N
11.G. TITLE (type or print): Director of Administrative Services DELUTY COMMISSIONER		11.H. TITLE (type or print): State Director	
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11.E. NAME (type or print): JAMES BALSIGER		11.F. NAME (type or print): BILL HANSON	
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11.A. ALASKA DEPARTMENT OF NATURAL RESOURCES	H.B. DATE	11.C. ALASKA DEPT OF ENVIRONMENTAL CONSERVATIO	N 11,D. DATE SIGNED
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(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): JEAN MARIE DAVIS		11.F. NAME (type or print): TOM CHERIAN	
11.G. TITLE (type or print): Director, Support Services Division		11.H. TITLE (type or print): Director, Admin Services	Division
	11. SIGN	ATURES	
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11.E. NAME (type or print): LESLIE HOLLAND-BA	RTELS	11 F NAME (type or print); JEFFERY OTTESEN	1
11.G. TITLE (type or print): Regional Director	A	1.H. TITLE (type or print): Director of Program De	velopment
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12. G&A REVIEW

12.A. The authority and format of this instrument have been reviewed and approved for signature by:

12.B. DATE SIGNED:

6/25/13

DEANNA FLEMMER, Grants Management Specialist

U.S. Forest Service, Alaska Region

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

MODIFICATION

To

MEMORANDUM OF UNDERSTANDING SOUTHEAST ALASKA GIS LIBRARY

AMONG THE

UNITED STATES DEPARTMENT OF AGRICULTURE FOREST SERVICE ALASKA REGION

THE
UNITED STATES DEPARTMENT OF THE INTERIOR
FISH AND WILDLIFE SERVICE

THE
UNITED STATES DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL MARINE FISHERIES SERVICE
ALASKA REGION

THE
UNITED STATES DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

THE
ALASKA DEPARTMENTS OF
FISH AND GAME, NATURAL RESOURCES, AND ENVIRONMENTAL CONSERVATION

THE
ALASKA DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

THE UNIVERSITY OF ALASKA SOUTHEAST

AND
THE NATURE CONSERVANCY OF ALASKA

PURPOSE:

This modification to Memorandum of Understanding (MOU) No. 12-MU-11100100-007 executed on July 20, 2012, is for the addition of two parties to the agreement, their subsequent contact information, and agency specific provisions.

The Alaska Department of Transportation and Public Facilities, and the United States Department of the Interior Geological Survey will be incorporated into the MOU by way of this modification.

Remove paragraph 1 on Page 1 of the (MOU) and replace it with the following:

This Memorandum of Understanding (MOU) fosters coordination and cooperation between the USDA Forest Service (USFS), the U.S. Fish and Wildlife Service (USFWS), the National Marine Fisheries Service (NMFS\AKR) the Alaska Departments of Fish and Game (ADFG), Natural Resources (ADNR), and Environmental Conservation (ADEC), the University of Alaska Southeast (UAS), the Nature Conservancy of Alaska (TNC), Alaska Department of Transportation and Public Facilities (ADOT), and the U.S. Geological Survey (USGS). This MOU serves as a mechanism for collaboration related to the *Southeast Alaska GIS Library*.

BACKGROUND – Add the following paragraph:

The USGS is the civilian mapping agency for the nation, and as such, works with local partners to develop and maintain datasets for *The National Map* at the local and regional level where expertise on the data resides. The National Hydrography Dataset (NHD) is maintained by the USGS and is the surface water component of *The National Map*. The Southeast Alaska GIS Library is heavily involved with GIS data development in the region, particularly the NHD. The USGS's collaboration with the Southeast Alaska GIS Library will greatly aid in fostering data development for all of *The National Map* data layers, and specifically the NHD, in southeast Alaska.

ENDORSEMENTS - Add the following paragraph:

Nothing in this MOU may be interpreted to imply that the ADOT or USGS endorses any product, service, or policy of the Southeast Alaska GIS Library. The Southeast Alaska GIS Library will not take any action or make any statement that suggests or implies such an endorsement.

AUTHORITY - Add the following paragraph:

NMFS/AKR's authority to enter into this agreement includes the Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq., and the Magnuson Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801 et seq.

The authority for USGS to enter into this MOU is the Organic Act of March 3, 1879, as amended, 43 USC 31 et seq. and 43 USC 36c.

MODIFICATION, ADDENDUM, AND TERMINATION – Replace the existing paragraphs with the following:

Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to the implementation of the requested change.

This MOU may be terminated at any time by mutual written agreement of the Parties. Any party may terminate its participation in this MOU by providing 90 days written notice to the other parties.

NONBINDING AGREEMENT - Add the following:

This agreement in no way restricts the ADOT or USGS from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

PRINCIPAL CONTACTS - Add the following contact information:

Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Alaska Department of Transportation and Public Facilities Program Contact	U.S. Geological Survey Program Contact
Garry Remsberg Spatial Applications and Products Manager Transportation Data Services 3132 Channel Drive P.O. 112500 Juneau, AK 99811-2500 (907) 465-8956 garry.remsberg@alaska.gov	Rebecca Anderson USGS Geospatial Liaison - Alaska Region 4210 University Drive Anchorage, AK 99508 907-786-7042 office rdanderson@usgs.gov