

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)****RECEIVED**
SEP 26 2008REGIONAL DIRECTOR, ALASKA OCS
MINERALS MANAGEMENT SERVICE
ANCHORAGE, ALASKA

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.
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- 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:

Fran Ulmer

Date: 8/28/2008

Fran Ulmer
Chancellor
University of Alaska Anchorage

T.C. Lonnie

Date: 9-10-08

Thomas Lonnie
State Director
Bureau of Land Management, Alaska

Sue Masica

Date: 9/2/08

Sue Masica
Regional Director
National Park Service
Alaska Region

Tom Melius

Date: 4 Sept 08

Tom Melius
Alaska Regional Director
U.S. Fish & Wildlife Service

John Goll

Date: 9/2/2008

John Goll
Regional Director
Minerals Management Service
Alaska Outer Continental Shelf Region

Michael Baffrey

Date: 9-3-08

Michael Baffrey
Executive Director
Exxon Valdez Oil Spill Trustee Council

Leslie Holland-Bartels

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

**Organization and Operation
of the
Alaska Resources Library and Information Services**

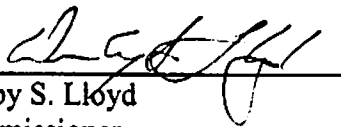
Pursuant to the authorities set forth in the Alaska Constitution, article XII, section 2 and AS 16.05.050, the Alaska Department of Fish & Game (ADF&G) joins in the attached Memorandum of Understanding (MOU) as a founding agency of the Alaska Resources Library and Information Services, in accordance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

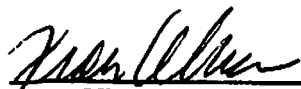
2. APPROVED:




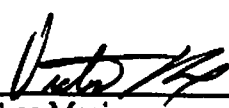
Denby S. Lloyd
Commissioner
Alaska Department of Fish & Game

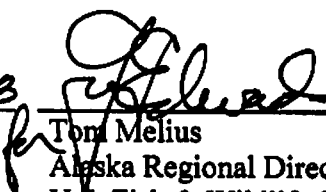
Date: 

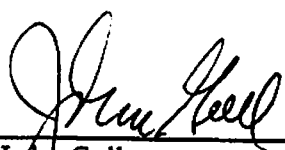
WITHOUT AMENDING THE MEMORANDUM OF UNDERSTANDING, THE UNDERSIGNED APPROVE OF ADF&G'S JOINDER IN THE MOU WITH THE LIMITATIONS SET FORTH IN THE ATTACHED ADF&G SIGNATURE PAGE (MOU page 9).


 Date: 9/28/08
Fran Ulmer
Chancellor
University of Alaska Anchorage

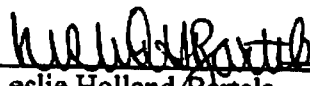
 Date: 9-10-08
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Executive Director
Exxon Valdez Oil Spill Trustee Council

 Date: 9/2/08
Leslie Holland-Bartels
Director for the Alaska Science Center
U.S. Geological Survey

Form 1511-1
(April 2006)

COPY FOR YOUR INFORMATION
 United States Department of the Interior
 Bureau of Land Management
FINANCIAL ASSISTANCE AGREEMENT

PAGE 1 OF 15 PAGES

1. AGREEMENT NO.
LAA 08 0019

2. AMENDMENT NO.

3. TYPE OF AGREEMENT (Check one)
 GRANT
 COOPERATIVE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

COPY FOR YOUR INFORMATION

4. NAME, ADDRESS AND PHONE NO. OF BLM'S GRANTS MANAGEMENT OFFICER
Sandee Smith
 222 W. 7th Avenue, #13
 Anchorage, AK 99513-7504
 Phone: 907-271-5193 Fax: 907-271-4595
 Email: sandee_smith@blm.gov

5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S AUTHORIZED REPRESENTATIVE
Karol Weatherby, Director, Grants and Contracts
 University of Alaska Anchorage
 Grants and Contracts
 P.O. BOX 141628
 Anchorage, AK 99514-1628
 Phone: (907) 786-1663
 Email: anklw2@uaa.alaska.edu

6. NAME, ADDRESS & PHONE NO. OF BLM'S PROGRAM OFFICER
Brenda Takes Horse
 222 W. 7th Avenue, #13
 Anchorage, AK 99513-7504
 Phone: (907) 271-3547 (BLM) Fax: (907) 271-4596
 Phone: (907) 786-7663 (ARLIS) Fax: (907) 786-7652
 Email: Brenda_takeshorse@blm.gov

7. NAME, ADDRESS & PHONE NO. OF RECIPIENT'S PROJECT DIRECTOR/PRINCIPAL INVESTIGATOR
Steve Rollins
 University of Alaska Anchorage
 P.O. BOX 141628
 Anchorage, AK 99514-1628
 Phone: (907) 786-1903
 ASAP contact: Rhoda Brown (907) 786-1433 Fax: (907) 786-1791
 Email: Anrabl@uaa.alaska.edu

8. PROGRAM STATUTORY AUTHORITY
 FLPMA of 1976, Sec. 307(b) as amended P.L. 94-579

9. ACTION/OBLIGATION DATE
 (SEE BLOCK NO. 26)

10. PROJECT STARTING DATE
Upon signature of GMO

11. PROJECT ENDING DATE
60 months from signature of Grants Management Officer

12. TYPE OF RECIPIENT (Check one)

<input type="checkbox"/> STATE	<input checked="" type="checkbox"/> STATE CONTROLLED INST.
<input type="checkbox"/> COUNTY	<input type="checkbox"/> OF HIGHER LEARNING
<input type="checkbox"/> MUNICIPAL	<input type="checkbox"/> PRIVATE UNIVERSITY
<input type="checkbox"/> TOWNSHIP	<input type="checkbox"/> INDIAN TRIBE
<input type="checkbox"/> INTERSTATE	<input type="checkbox"/> INDIVIDUAL
<input type="checkbox"/> INTERMUNICIPAL	<input type="checkbox"/> PROFIT ORGANIZATION
<input type="checkbox"/> SPECIAL DISTRICT	<input type="checkbox"/> OTHER
<input type="checkbox"/> INDEPENDENT SCHOOL DISTRICT	<input type="checkbox"/> NOT FOR PROFIT ORGANIZATION

13. FUNDING INFORMATION

	BLM	RECIPIENT	THIRD PARTY	TOTAL
This Obligation	-0-			-0-
All Previous Obligations	-0-			-0-
Total Obligations	-0-			-0-
Share Ratio	%	%	%	%

14. Recipient is not subject to Agency Payment Review.



15. ACCOUNTING AND APPROPRIATION DATA
 N/A

16. DUNS No. 076664986	17. CFDA No. AND TITLE 15.224 Cultural Resource Management	18. PRINCIPLE PLACE OF PERFORMANCE (Project) ANCHORAGE, ALASKA
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19. PROJECT TITLE
Alaska Resources Library and Information Services (ARLIS)

20. BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES OF THIS ACTION
Terms and Conditions for new agreement. To combine human and financial resources of local, state and federal entities for the purpose of providing a specialized resource information center to the public.

21. NAME & TITLE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE (Type or print) Karol Weatherby, Director, Grants and Contracts	24. NAME & TITLE OF BLM GRANTS MANAGEMENT OFFICER (Type or print) Sandee Smith, Grants Management Officer
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22. RECIPIENT BY  <i>(Signature of Recipient's Authorized Representative)</i>	23. DATE SIGNED 9/16/08	25. UNITED STATES OF AMERICA BY  <i>(Signature of BLM's Grants Management Officer)</i>	26. DATE SIGNED 9/17/08
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2007-08

**STATEMENT OF JOINT OBJECTIVES
FOR
ASSISTANCE AGREEMENT
Between
Bureau of Land Management (BLM)
and
University of Alaska Anchorage
for
Housing and Administering a library
comprised of university, state, and federal entities**

I. Statement of Joint Objectives.

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Alaska State Office (BLM), and the University of Alaska Anchorage (UAA), for the purpose of housing and administering a library comprised of university, state, and federal entities and will be referred to as the Alaska Resources Library and Information Services (ARLIS).

B. Objective.

1. To provide specialized resource information services to the public as a whole; and more specifically to the Bureau of Land Management (BLM), Fish and Wildlife Service (FWS), Minerals Management Service (MMS), National Park Service (NPS), United States Geological Survey (USGS), Exxon Valdez Oil Spill Trustee Council (EVOS TC), the Alaska Department of Fish & Game (ADF&G), and the University of Alaska Anchorage/Alaska Pacific University (UAA/APU) students, faculty, and researchers.

2. To consolidate, preserve, and provide global access to invaluable information resources in the most populated area of Alaska.

C. Authority. The basis for this agreement is found on support or stimulation of a public purpose authorized by the following Federal statutes:

Federal Land Policy and Management Act of 1976, as amended, Public Law 94-579, Section 307 (b), which authorizes cooperative agreements involving the management, protection, development and sale of public lands.

Federal Grant and Cooperative Act of 1977, 31 U.S.C. 6301-6308.

D. **Benefits.** The activities to be undertaken through this agreement are in furtherance of the BLM and UAA missions by providing the following benefits:

1. Consolidated natural resource information continues to be readily accessible to the public in a central location including free parking with a required estimated peak use of forty spaces.

2. The ARLIS will be staffed from 8 a.m. to 5 p.m., Monday through Friday, and will continue to be accessible throughout UAA/APU Consortium Library evening and weekend hours. The ARLIS library catalog will continue to be accessible from the Internet.

II. Definitions.

A. **Agreement:** means this grant or cooperative agreement (used interchangeably in this instance). All Federal financial assistance that provides support or stimulation to accomplish a public purpose is defined as either a grant or cooperative agreement. Use of the term "grant" includes grants or cooperative agreements awarded by the Federal Government to eligible recipients.

B. **Authorized Representative:** the Authorized Representative is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

C. **Bureau of Land Management (BLM):** may also be referred to as Bureau.

D. **University of Alaska Anchorage (UAA):** a state-run, four-year teaching and research post-secondary institution. Library services are consolidated with Alaska Pacific University (APU). May also be referred to as recipient.

E. **Code of Federal Regulations (CFR).**

F. **Financial Status Report (FSR).**

G. **Fiscal Year (FY):** the Federal fiscal year begins on October 1 of one year and extends through September 30 of the following year. The State and UAA fiscal year begins July 1 of one year and extends through June 30 of the following year.

H. **Grants Management Officer (GMO):** the GMO is the only individual in BLM who is authorized to obligate funds, award, amend, terminate, and administer this agreement.

I. Not-to-Exceed (NTE) Amount: the maximum Federal funding amount available for reimbursement to the recipient.

J. Office of Management and Budget (OMB): all OMB Circulars and Standard Forms that apply to this agreement may be found on the OMB website at: www.whitehouse.gov/omb/grants/index.html.

K. Program Officer (PO): the PO is the BLM individual designated for the purpose of administering the technical aspect of this agreement. The PO will work closely with the Project Director/Principal Investigator (PD/PI) and is authorized to clarify technical requirements, review and approve work which is clearly within the scope of the work specified in this agreement. The PO will review FSRs, payments when the recipient is on agency review and performance reports and recommend approval to the GMO. The PO is not authorized to issue changes or in any other way amend this agreement or obligate the Government in any way. These actions can only be issued by the GMO with a written amendment.

L. Project Director/Principal Investigator (PD/PI): the PD/PI is the recipient's technical leader, designated by the recipient, to direct the project or activity being supported by the grant. The PD/PI is responsible and accountable to the recipient and BLM for the proper conduct of the project or activity.

M. Founders Board: executive directors, or their designees, of the founding agencies which are contributing an agreed-upon amount (\$60,000 yearly) through execution of appropriate contractual instruments are the Founders Board.

N. Founding Agencies: any publicly funded or nonprofit entity who annually contributes a founder's share (\$60,000) for the operation of ARLIS is a founding agency. The UAA, BLM, NPS, FWS, USGS, MMS, EVOS TC, and ADF&G are founding agencies.

III. Project Management Plan.

A. The recipient (UAA) agrees to:

1. Administer the combined collections according to the terms and conditions set forth in the Memorandum of Understanding (MOU) relating to the organization and administration of ARLIS. The MOU is incorporated by reference as Attachment 1 to this agreement.

2. Provide space to house the ARLIS collection for public usage. Space is to be acceptable to the ARLIS Founders Board

3. Subject to the annual ARLIS budget approved by the ARLIS Founders Board:

a. purchase supplies, books and journals necessary to support library

- operations;
- b. contract for bibliographic utilities, online services, and other services as needed;
- c. hire new staff as needed for ARLIS projects; and
- d. provide librarian and technical services.

4. Be responsible for budgeting and day-to-day financial operations of the library. The UAA will immediately notify the Program Officer (PO) of actual or potential cost over-runs. If a cost over-run occurs, the ARLIS Founders Board will collaboratively resolve and be jointly responsible for the financial shortfall based on each agency's willingness, ability, and authority to pay.

5. Generally, perform any procurement or management tasks necessary to sustain library operations.

6. In the event of dissolution or withdrawal:

a. The UAA will return library books, furniture and other materials to the Interior bureaus from which they came. Books and journals purchased with funds designated for ARLIS will be returned in an equitable distribution as defined by the Founders Board that is based on Interior bureau libraries' contributions.

b. The UAA will integrate EVOS TC books, journals and other library and information resources, both contributed by EVOS TC and purchased by UAA, into the UAA collection.

8. To the extent work is to be provided by non-governmental entities or persons, UAA will require that entities or persons follow current UAA policies regarding supplying proof of liability insurance.

9. The UAA library policies will not supersede or in any way take precedence over ARLIS library policies in the administration and operations of ARLIS. The Founders Board determines ARLIS library policy.

B. The BLM agrees to:

1. Provide reimbursement to the University of Alaska Anchorage (UAA) in accordance with Section V. Financial Support, and Section VII. Payments of this agreement and to applicable OMB circulars and Treasury regulations applicable to managing and housing the Department of Interior collections in ARLIS.

2. Provide Interior agency libraries' collections of library books and journals for

management as part of ARLIS.

3. Provide staffing to the library at the level of one full-time equivalent librarian position and one full-time equivalent library technician. If such staffing is not provided, BLM's annual budget contribution shall be amended, if necessary, to allow for UAA hiring of these positions according to the UAA salary schedule.

5. Serve as Lead Agency for the Department of Interior bureaus. The BLM will collect funding and coordinate staffing from the other Department of Interior bureaus: Fish and Wildlife Service (FWS), National Park Service (NPS), Minerals Management Service (MMS), and U.S. Geological Survey (USGS) via an intra-agency agreement. The BLM is responsible for the federal Joint Pipeline Office (JPO) collection.

C. The following recipient's documents are incorporated by reference: Project Proposal entitled "Alaska Resource Library and Information Services (ARLIS)," dated July 13, 2008, SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, and SF 424B, Assurances – Non-Construction Programs.

IV. Terms of Agreement.

A. This agreement shall become effective on the date of signature of the GMO (See page 1, Block 26) and may remain in effect for 12 months. The BLM will consider continued funding for the project upon (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interest of the Government or (b) the availability of funds. The total project period for this award will not exceed 60 months or five years.

B. A request to extend the project and/or budget period shall be requested by the recipient and submitted to the GMO at least 30 days prior to the expiration date of the project and/or budget period. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request.

C. A request for an extension that is received by the GMO after the expiration date will not be honored.

D. This agreement may be terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

V. Financial Support.

A. Funding. This agreement shall be funded each FY based on the availability of BLM

funding.

B. **FY Carryover.** Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY for this award.

C. **Maximum Obligations.** The total obligations of \$6,000,000 represent the not-to-exceed (NTE) amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that will require the expenditure of Federal funds above the NTE amount.

D. **Cost Sharing.** Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64 for State, local and Indian tribal governments or Subpart F, Section 12.923 for institutions of higher education, hospitals, other non-profit and all other organizations.

E. **Program Income.** Program income generated for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65 for State, local and Indian tribal governments or Subpart F, Section 12.924 for institutions of higher education, hospitals, other non-profit and all other organizations.

VI. **CCR Registration.**

Prior to award the Recipient shall register and maintain their own information with Dun & Bradstreet and the Central Contractor Registration System.

A. Obtain a valid Dun & Bradstreet Number (D&B) from Dun & Bradstreet @ <http://www.dnb.com/> or by calling them at 800-333-0505.

B. Register on the Central Contractor Registration System (CCR) @ <http://www.ccr.gov>

VII. **Payments**

A. **Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.**

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements that is recipient initiated. The recipient will request federal funds that are due directly from the Federal Reserve Bank on a reimbursable basis.

2. The ASAP Requestor ID, furnished by the Department of Treasury, will be used to access the account to request reimbursement payments. The BLM GMO will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three

characters will identify BLM funding line items. Drawdown of funds will be taken from specific lines on this agreement. An amendment will be stamped to indicate the appropriate line number for the drawdown.

B. Advance Payments. Treasury Circular 1075 (31 CFR 205) requires that cash advances to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

VIII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.84 through 12.74 for State, local and Indian tribal governments or Subpart F, Section 12.930 through 12.937 for institutions of higher education, hospitals, other non-profit and all other organizations. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306]".

IX. Deliverables and Reports.

A. Financial Status Reports: Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient shall submit a completed original and one copy of the quarterly FSR, the SF 269A, Financial Status Report (Short Form), to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

An original and one copy of the final FSR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.

Recipients who are placed on agency review, shall submit an original and one completed copy of the SF 269A, Financial Status Report (Short Form), to report the status of funds for each payment requested before reimbursement payments are made. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. This does not relieve the recipient of the quarterly FSR requirement unless reimbursement is only requested on a quarterly basis.

The GMO may review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and to assess whether performance or financial management problems exist. Before submitting FSRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The recipient's Authorized Certifying Official's signature on the FSR certifies that the information in the FSR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

B. Performance Reports: Recipient shall submit an original and one copy of the annual performance report(s) to the GMO within 30 days after the end of the quarterly reporting period. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 for State, local and Indian tribal governments or Subpart F, Section 12.951 for institutions of higher education, hospitals, other non-profit and all other organizations. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of percent of completed work based on work identified in the Project Management Plan, the reason for slippage if objectives or milestones are not met, a prediction of future activities and how they will be accomplished, and a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided.

An original and one copy of the final program performance report shall be submitted no later than 90 days following the expiration or termination of the agreement.

C. Non-compliance: Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

X. Key Officials.

The key officials listed below are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed hereunder. Upon written notice, either party may designate an alternate to act in the place of the designated key official, in an emergency or otherwise.

A. Grants Management Officer (GMO)

Sandee Smith
Bureau of Land Management
222 West 7th Avenue, #13
Anchorage, AK 99513-7504
Phone: (907) 271-5193
Fax: (907) 271-4595
Email: s2smith@blm.gov

B. Program Officer (PO)

Brenda Takes Horse
Bureau of Land Management
222 West 7th Avenue, #13
Anchorage, AK 99513-7504
Phone: (907) 271-3547
Fax: (907) 271-4596
Email: Brenda_TakesHorse@blm.gov

C. Authorized Representative, Recipient

Acting/Interim
Vice Provost for Research & Graduate Studies (signatory)
University of Alaska Anchorage
P.O. Box 141628
Anchorage, AK 99514-1628

Karol Weatherby
Director, Grants & Contracts (funds obligation)
P.O. Box 141628
Anchorage, AK 99514-1628
Phone: (907) 786-1663
Fax (907) 786-1791
Email: anklw2@uaa.alaska.edu

D. Project Director/Principal Investigator (PD/PI):

Stephen J. Rollins, Dean
UAA/APU Consortium Library
P.O. BOX 141628
Anchorage, AK 99514-1628
Phone: (907) 786-1825
Fax: (907) 786-1834
Email: SRollins@uaa.alaska.edu

XI. Special Terms and Conditions.

A. **Order of Precedence.** Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 43 CFR Part 12; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

B. **Amendments.** This agreement may be amended by written agreement signed by both the recipient's Authorized Representative and the GMO. Administrative changes (i.e. GMO name change, deobligation of excess funds at the end of the agreement, etc.) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral amendment may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to amend or otherwise effect the terms of the Agreement.

All requests for amendment of the agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GMO. Any request for project extension shall be made at least 30 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BLM.

C. **Budget and Program Plan Revision.** The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and PO.

D. **Audit Requirements.** Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html. Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal

awards are exempt from Federal audit requirements for that year, except as noted in A-133, §_215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.htm> . Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/> .

E. Metric Conversion. All performance and final reports, other reports, or publications, produced under this agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

F. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any share of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation's general benefit.

G. Deposit of Publications. In addition to any requirements listed in the Project Management Plan, two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XII. Standard Award Terms and Conditions

A. Standard Award Terms and Conditions. This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website, included below for your convenience: <http://www.doi.gov/pam/TermsandConditions.html>.

Standard Award Terms and Conditions:

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace

43 CFR 42 Governmentwide Debarment and Suspension (Nonprocurement)

43 CFR 18 New Restrictions on Lobbying

B. Compliance With Buy American Act.

1. Notice: Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, please be advised of the following:

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

C. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

D. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

E. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records

shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or Subpart F, Section 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

F. Increasing Seat Belt Use. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

G. Procurement Standards. When utilizing Federal funds for the procurement of supplies and other expendable property, equipment, real property, and other services under this agreement, the recipient shall utilize the Procurement Standards set forth at 43 CFR, Subpart C, Section 12.76 for State, local and Indian tribal governments or Subpart F, Section 12.940 through 12.948 for institutions of higher education, hospitals, other non-profit and all other organizations, as applicable. The recipient may be required to submit evidence that its procurement procedures are in compliance with the standards stated therein. Additional guidance for contracting with small and minority firms, and women's business enterprises is included in the Standard Award Terms and Conditions section of this agreement.

H. Indemnification. The recipient shall indemnify and hold the Government harmless from any and all losses, damages, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of the activities of the Recipient, its employees, subcontractors, or agents under this agreement, to the extent the laws of the state where the recipient is located permit.

END OF AGREEMENT

BLM AGREEMENT # LAA 08 0019^{BTS-417}
UAA REFERENCE # _____