

**Memorandum of Understanding
between the
U.S. Department of the Interior
Bureau of Land Management, Oregon State Office
and the
Pacific States Marine Fisheries Commission**

I. Objective

This Memorandum of Understanding (MOU) between the Pacific States Marine Fisheries Commission (PSMFC) and the U.S. Department of the Interior's (DOI) Bureau of Land Management (BLM) Oregon State Office provides for cooperative development and maintenance of a website that supports the Pacific Northwest Hydrography Framework Partnership (PNWHF) and its stakeholder communities of Oregon and Washington.

The MOU modifies and extends an earlier agreement (BLM-OR955-1004) between the two organizations that expires on September 30, 2013. The scope of work in the new agreement is reduced as compared to the original 2010 agreement and represents an ongoing commitment to hosting and maintaining the PNWHF website.

II. Background

The PNWHF is a cooperative partnership between Federal, state, local, tribal, and nongovernmental organizations in the Pacific Northwest. The partnership was formed in 2003 to satisfy the need for creation and stewardship of key, high-resolution, water-related datasets for the States of Oregon and Washington. At present, these datasets include the National Hydrography Dataset (NHD) and the Watershed Boundary Dataset (WBD). Since its inception, the PSMFC has been an active participant in the partnership. Formal membership includes the BLM, the U.S. Forest Service (USFS), the Natural Resource Conservation Service (NRCS), and the States of Oregon and Washington. In addition, the PNWHF works closely with other stakeholder organizations to achieve its goals. The BLM provides administrative and project management support to the PNWHF.

For the last three years, the PSMFC has hosted the PNWHF website on hardware located at its facility under the direction of the Commission's geographic information systems staff. The BLM initially provided support to site design and more recently operational maintenance of the site's content. No funds are exchanged under this MOU, but rather both parties agree to expend necessary funds to satisfy the described responsibilities. The current and anticipated workload within both the BLM and PSMFC that is needed to meet the responsibilities under this agreement is expected to be very limited, and there is no expectation that this will change in the future.

Both the BLM and PSMFC benefit from the relationship and services established under this MOU. External hosting provides a solution that meets PNWHF business objectives and also allows the BLM to adhere to DOI and BLM security policies. The PNWHF partners, including the BLM, have contributed significant funds and staff resources over several years to the

development and stewardship of the NHD and WBD. Continued acceptance of this role by the PSMFC allows it to contribute to the Partnership in an active and material way. Through its contribution, the PSMFC directly benefits from a modern and up-to-date PNWHF website. As a stakeholder and active participant in the partnership, the PSMFC helps guide the direction of these efforts, directly benefiting Commission projects that use hydrographic data.

III. Scope

The BLM's work under this MOU is limited to and focused on ongoing management of the site content. It is not anticipated that any significant design modifications will be undertaken. The PSMFC provides information technology (IT) services, hardware, and software that are needed to ensure availability of the PNWHF site.

IV. Authorities

- A. The BLM is authorized under the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1737) to enter into cooperative agreements involving management, protection, and development of public lands (Section 307b).
- B. The Paperwork Reduction Act (44 U.S.C. 3501) requires agencies to minimize the cost to the Federal Government of collecting, maintaining, using, and disseminating information.
- C. Office of Management and Budget Circular A-130 requires the Federal Government to plan for open and efficient exchange of Government information and to seek to satisfy new information needs through legally authorized interagency and intergovernmental sharing of information.

V. Responsibilities and Procedures

A. The BLM agrees to:

- 1. Coordinate with the PSMFC to ensure proper server and file transfer functionality.
- 2. Administer the Internet Information Server (IIS) if minor configuration changes are needed after consulting with the PSMFC.
- 3. Test the website with new browsers and browser versions.
- 4. Provide content management—undertake twice yearly reviews of the site's content and make necessary modifications to keep it current.

B. The PSMFC agrees to:

- 1. Provide use of a virtual server with a public Internet Protocol (IP) address.
- 2. Provide the required IIS and File Transfer Protocol software.

3. Ensure that the PNWHF domain name does not expire in the future.
4. Plan and provide for the periodic replacement of IT support infrastructure.

VI. Agreed-Upon Support Levels

To meet the goals of the PNWHF, both parties agree to provide required support in a timely manner. Specifically, they agree to the following:

- A. The BLM agrees to the above-described, planned tasks and, operationally, will post all required content changes in a timely manner.
- B. The PSMFC agrees to the above-described, planned work and will use best practices to maintain and administer system hardware, software, and network connectivity.

VII. It is mutually agreed and understood by and between the parties that:

- A. Non-Fund Obligation Document. This MOU is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.
- B. Modification. Modifications within the scope of this MOU shall be made by mutual consent of the parties.
- C. Commencement/Expiration Date. This MOU is executed as of the date of last signature and is effective through September 30, 2016, at which time it will expire unless extended.
- D. Termination. Either party may terminate, in writing, participation in this MOU in whole or in part at any time before the date of expiration.
- E. Records Management. The BLM owns the rights to all data/records produced as part of this MOU. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the MOU, made available upon request, and, upon termination of the MOU, will be turned over to the BLM.
- F. The PSMFC shall not retain, use, sell or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

G. Public Records. Any information furnished to the undersigned agencies and organizations is subject to the Freedom of Information Act (5 U.S.C. 552) and State public records laws.

VIII. Principle Contacts

The principal contacts for this MOU are:

A. BLM Contact:

Jay Stevens
Oregon State Office Bureau of Land Management
1220 SW Third Avenue
Portland, Oregon 97204
(503)808-6480
Gerald_Stevens@blm.gov

B. PSMFC Contact:

Van Hare
GIS Manager
Pacific States Marine Fisheries Commission
205 SE Spokane Street
Portland, Oregon 97202
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Van_Hare@psmfc.org

IX. Signatures

In witness whereof, the parties hereto have executed this MOU as of the last written date below.



Jerome E. Perez
State Director, Oregon/Washington
Bureau of Land Management
U.S. Department of the Interior

9/23/13

Date



Randy Fisher
Executive Director
Pacific States Marine Fisheries Commission

11/1/13

Date