

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF OREGON
And the
USDA FARM SERVICE AGENCY
And the
USDA FOREST SERVICE
And the
BLM - Portland Office
And
OTHER INTERESTED *PARTIES*
FOR THE ACQUISITION OF
ORTHOIMAGERY and other Products

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for coordination and cooperation between the State of Oregon and the USDA Farm Service Agency, USDA Forest Service, as well as other interested parties e.g., Counties of the State of Oregon, and Institutes of Higher Learning (hereinafter also referred to as “Parties”) that will facilitate the cooperative activities in areas of mutual interest in support of the acquisition of orthoimagery and other image products in Oregon.

II. BACKGROUND

A core objective of the Orthoimagery Framework Implementation Team (OFIT) is to meet the State of Oregon’s continuing need for base imagery datasets across the state. Through cost sharing partnerships with federal, state, and other parties, the State of Oregon is committed to providing the public with access to current, accurate, and nationally consistent airborne and remotely sensed orthoimagery, as well as other information required to facilitate decision making by resource managers and the public.

This synthesis of information, products, and capabilities, *Orthoimagery*, will be a seamless, regularly acquired, and maintained set of geographic base information, which will serve as a foundation for integrating, sharing, and using other geospatial data easily and consistently. This MOU supports the mission of the State of Oregon by developing collaborative efforts and establishing the partnerships necessary for the development, maintenance, dissemination, and use of *Orthoimagery*.

III. AUTHORITIES

The State of Oregon and Parties enter into this MOU, under the authority of the Oregon Revised Statutes (2003) 190.110 and 238.110. These two statutes essentially allow the State of Oregon to enter into cooperative agreements with Federal, State, Tribal and Local agencies, as well as Institutes of Higher Education, for the fulfillment of its duties and mandates.

IV. SCOPE

This MOU serves as an umbrella agreement that sets forth general terms and conditions under which the State and Parties will coordinate and cooperate in activities involving the acquisition of orthoimagery. The activities covered by this MOU may consist of, but are not limited by the following areas:

1. Data acquisition
2. Data maintenance
3. Data dissemination and distribution
4. Exchange of geospatial and remotely sensed information, data and products
5. Outreach and education
6. Research and applications
7. Sharing technical information and expertise
8. Standards development
9. Web mapping services and applications
10. Workshops, training, and technology transfer

V. RESPONSIBILITIES

The specific relationships and responsibilities of the Parties with regard to any cooperative activities developed under this umbrella MOU shall be defined in separate agreements, which shall become attachments to this umbrella agreement document in the manner described in section VI.

VI. IMPLEMENTATION

Specific activities to be conducted under this MOU, and the method(s) of their implementation, will be determined on a case-by-case basis by the State of Oregon and Parties, in consideration of the merit of the effort, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors.

As appropriate, implementation of specific activities under this MOU will be outlined in separate agreements, such as Joint Funding, Innovative Partnerships, Workshare, or Data Sharing Agreements, which will be coordinated through mutual agreement between the Parties, and independently authorized by appropriate statutory or other authority. As suggested in section V, all agreements implementing specific activities shall be attached to this MOU. Each agreement shall describe the project or activity agreed upon in regard to its objectives, scope, responsibilities of the Parties, project schedule, deliverables, and funding.

VII. FINANCIAL ARRANGEMENTS

This MOU defines the general terms under which the State of Oregon and Parties will cooperate. Performance under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through each Party's respective funding procedures. This MOU is neither a fiscal nor a funds obligation document and, as such, does not constitute a financial commitment on the part of any Party. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the State of Oregon and Parties will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Any such endeavors will be outlined in separate agreements, including work plans or statements of work, which shall be made in writing 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 of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

VIII. PUBLICATIONS AND RELEASE OF INFORMATION

As appropriate, the activities conducted, or scientific data developed, under this MOU will be documented and made available to the general scientific community through publication in appropriate journals or other established channels as soon as practicable and consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both Parties have an opportunity to review manuscripts prior to publication. In the event such reports or publications are copyrighted, each Party shall have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their own purposes.

Releases of general information to the public may be made by the appropriate Party with respect to its own portion of the project/cooperation as desired. The Parties will seek to consult with each other prior to any such releases that reference the other Party's participation, consistent with the Parties' respective laws and policies.

The Parties agree that sharing credit is mutually beneficial, and will assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU. Specific uses of a Party's logo or seal, however, will require advance approval by that Party.

IX. PARTICIPATION IN SIMILAR ACTIVITIES

This MOU in no way restricts any of the Parties from participating separately in similar activities with other public or private agencies, organizations, and individuals, including other activities between the STATE and Parties.

X. EFFECTIVE DATE, REVIEW, MODIFICATION, AND TERMINATION

This MOU shall take effect upon the date of the last signature affixed below, and shall remain in effect for a period of (5) years. This MOU may be reviewed annually or at the request of either party. This MOU may be modified at any time upon joint approval. This MOU may be terminated at any time by mutual written agreement of the Parties, or by any Party upon 90 days written notice to all other Parties.

XI. POINTS OF CONTACT

The following individuals will be the points of contact for this MOU:

Agency	State of Oregon - GEO	State of Oregon - DSL
Name:	Cy Smith	Randall Sounhein
Title:	State GIS Coordinator	Agency GIS Coordinator
Address:	1225 Ferry Street SE	775 Summer Street
	U120	Suite 100
	Salem, OR 97301	Salem, OR 97301-1279
Phone:	(503) 378-6066	(503) 378-3805, ext 270
FAX:	(503) 373-1424	(503) 378-4844
Email:	Cy.Smith@state.or.us	Randy.Sounhein@dsl.state.or.us

XII. APPROVALS

STATE OF OREGON

AGENCY _____

Don Fleming
State CIO & OGIC Chair

Date

Date