MEMORANDUM OF UNDERSTANDING

Among the
California Department of Fish and Game
California Department of Water Resources
California Department of Transportation
California State Coastal Conservancy
National Oceanic and Atmospheric Administration, National Marine Fisheries Service
and the
Pacific States Marine Fisheries Commission
regarding collaboration and development of the **CalFish Program**

Section 1. Preamble and Background

During the past few decades, State and Federal natural resource management agencies and private watershed and fisheries groups have collected millions of records of fisheries and watershed data in California. These data are the foundation for analyses used to make decisions affecting fisheries management issues throughout the state. The recent advent of tools to link databases through server systems and high-speed data transfer technology, and the capability by many to display and serve these data to a broad audience using Internet Map Services (IMS), have led to centralized solutions for data storage, management, and retrieval.

The CalFish Program (CalFish) is intended as a statewide program throughout California to meet multi-agency and public centralized fisheries data and information storage and retrieval needs. CalFish was conceived by the Pacific States Marine Fisheries Commission in 2000. The purpose of CalFish is to function as a multi-agency cooperative program designed to gather, maintain, and disseminate fish and aquatic habitat data and data standards. As such, the system is intended to accommodate a wide variety of data and information including life history and species accounts, population trends, habitat data, barrier data, distribution information, and hydrography data. The stated goal of CalFish is:

> To create, maintain, and enhance high quality, consistent data that are directly applicable to policy, planning, management, research, and recovery of anadromous fish and related aquatic resources in California; and
>
> To provide data and information services in a timely manner in formats that meet the needs of users.

Currently, data and information of CalFish are offered through a web site (www.CalFish.org) supporting data download, information display, and IMS mapping. As additional information and data are identified and evaluated for suitability for CalFish, they may be added to the growing content and made available to agencies cooperating involved with CalFish and the public.

Section 2. Purpose

The intent of this Memorandum of Understanding (MOU) among the California Department of Fish and Game (DFG), California Department of Water Resources (DWR), California Department of Transportation (Caltrans), California State Coastal Conservancy (Coastal Conservancy), the National Oceanic and Atmospheric Administration's National Marine Fisheries Service (NMFS), and Pacific State Marine Fisheries Commission (PSMFC) (hereinafter "Cooperators") is to outline initial roles and responsibilities for development and use of the CalFish data and information management, stewardship, and dissemination program.

A secondary purpose of this MOU is to describe CalFish administration and facilitate a common understanding of program operation and development.

Section 3. Authorities and Obligations

a. NOAA Fisheries is authorized to enter into this MOU under the Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*), which permits NOAA to "cooperate with Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat…" In addition, NOAA Fisheries is authorized to conduct its activities pursuant to the Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*), and the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 *et seq.*).

b. Nothing herein grants any party to this MOU powers and authorities that they do not otherwise possess under the constitutions, laws, and rules of the State of California or of the United States.

c. Nothing herein limits or affects in any way the controlling authorities or obligations of the parties to this MOU.

d. It is recognized by all parties that participation in the MOU does not guarantee or assure the issuance of any approvals or permits required under the applicable statutory authorities. It is further recognized that the decision to issue said approvals or permits remains within the sole discretion of the appropriate resource agency.

Section 4. Administration, Support and Participation of Cooperators

a. CalFish is currently administered by an ad hoc Steering Committee (Steering Committee) consisting of representatives from DFG and PSMFC. Other Cooperators may participate in the Steering Committee as described in Section 6.

b. The Steering Committee will meet periodically to discuss and evaluate CalFish needs and direction and to promote cooperation. In addition, the Steering Committee will evaluate data, data sources, and information suitable for inclusion in CalFish.

c. Cooperators may support and participate in CalFish through the following actions:

1) Recognize CalFish as a centralized fisheries data and information repository within their agency or department through participation on the Steering Committee and identification of data sources.
2) Provide assembled current and historic data to CalFish, except that no agency shall provide information that it has determined is confidential or protected under any provision of law or regulation.
3) Support appropriate efforts to seek CalFish funding through interagency agreements or proposals to outside funding sources by providing letters of support for funding applications, personal contacts, or other communications designed to identify the signatory agency as a CalFish Cooperator.
4) Identify and explore opportunities within the respective agency for funding or staffing CalFish program elements.
5) Actively participate in periodic planning and strategy meetings and the development of CalFish.
6) Identify a contact person within the respective agency who will act as the primary CalFish Cooperator liaison to CalFish.
7) Identify and communicate with other agencies and non-governmental organizations who are potential CalFish cooperators or who maintain data for possible inclusion in the CalFish system.
8) Consider CalFish and its benefits as part of the tools for seamless work with other Cooperators.

Section 5. Roles and Responsibilities

In addition to the support and participation outlined in Section 4 for all Cooperators, roles and responsibilities of specific Cooperators are:

a. DFG agrees to support CalFish with technical and project management staff time to provide sound data stewardship and maintain the IMS internet service. In addition, the DFG agrees to supply storage and maintenance of data housed in the CalFish system at levels anticipated through 2006. DFG further agrees to work closely with Cooperators to share technical and operational expertise to assist in CalFish growth and development.

b. PSMFC agrees to support CalFish with technical web and GIS staff as available to maintain and develop the internet web site. PSMFC further agrees to provide staff time for program development and planning functions.

c. Coastal Conservancy, DWR, Caltrans and NMFS will support the program by identifying projects that further the CalFish program and work with the other Cooperators to assist in planning and completing the projects (see Sections 4B and 4C).

d. Caltrans will support the program by sharing, in a timely manner, high quality, consistent data from its assessments of potential fish passage barriers and providing data updates as passage corrections are made. Caltrans further agrees to participate as a member of the Steering Committee, providing fish passage related expertise in highway maintenance, design, operation, and evaluation.

Section 6. Program Development

State and Federal agencies participating in CalFish through this MOU are identified as such to strengthen solicitations for funding and establish an initial framework as a foundation for CalFish growth. As the CalFish program develops, staff is added, and program operation and administration solidifies, additional Cooperators would be added to this MOU as described below. Similarly, as the CalFish program evolves, roles and responsibilities may change as will levels of Cooperator participation. The following processes are designed to accommodate these changes while establishing needed program structure.

a. The Steering Committee will function as both the technical and administrative oversight body for CalFish.

b. Cooperators will be initially limited to the original signatories to this MOU and additional Cooperators may be added to this MOU by mutual consent of the signatory cooperators.

c. Cooperators may participate, through membership in the Steering Committee, in the evaluation and approval of CalFish content and the suitability of prospective CalFish data and information sources.

Section 7. Funding

a. All of the duties, roles and responsibilities specified herein are subject to the availability of funds to perform them.

b. The expenditure or advance of any money or the performance of any obligation of the United States or the State of California under this MOU will be contingent upon appropriation and allotment of funds. No liability will accrue to the United States or the State of California in case funds are not appropriated or allotted.

c. Any Federal funding, including personnel time, needed to carry out any Federal agency responsibilities under the MOU shall be subject to the availability of appropriated funds.

d. Any future activities, including those involving funds or fiscal obligations, will be documented in an amendment to this agreement or in separate agreements referencing this agreement and signed by the parties, and should include a description of products or services to be provided, financial arrangements, legal authority citations, party responsibilities, duration of each project, and points of contact, subject to clearance by the Office of the Assistant General Counsel for Administration.

Section 8. Public Nature of Forum

All Cooperators recognize that the purpose of the CalFish Program is to share and disseminate information in a public forum. Therefore, each Cooperator recognizes that by signing this MOU it is solely responsible for ensuring that, prior to submittal, any data or other submitted information is not restricted in a way which would prohibit the public sharing, in whole or in

part, of that data or other information. Examples of restrictions include but are not limited to information protected by intellectual property rights, personal information protected by privacy rights, information received by a Cooperator who agreed to treat the information as confidential, and data protected as a trade secret. For the purposes of this section, "trade secret" has the same definition as that used in the California Public Records Act, Government Code section 6254.7(d).

Section 9. Dispute Resolution

Should disagreements arise on the interpretation for the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Section 10. Effective Date and Termination

This MOU may be executed in one or more separate counterparts. This MOU shall become effective when the counterparts have been executed by all the Parties hereto, and not before. Any Cooperator may terminate participation in this MOU upon providing the current Chair of the Steering Committee 30 day written notice of intent to discontinue.

THEREFORE, Cooperators, through their authorized representatives, approve and commit to implement the actions specifically described herein.

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