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Administration and Operations
Agreements with the National Ocean Service

MOA B/W NMFS AND NOS FOR THE BEAUFORT LABORATORY

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SUMMARY OF REVISIONS:

Signed _____
[Approving Authority name] Date
[Approving Authority title]

Memorandum of Agreement Between NOAA's National Marine Fisheries Service and the National Ocean Service for the Beaufort Laboratory

The purpose of this Memorandum of Agreement (MOA) is to establish a working relationship between NOAA's National Ocean Service (NOS) and National Marine Fisheries Service (NMFS) for the operation and maintenance of the Beaufort Laboratory. The Laboratory, which is the second oldest Federal marine research facility in the U.S., has a long and prestigious history in conducting fisheries and habitat research. In recent years, the Laboratory also has been conducting research programs on protected species. The purpose of this MOA is to establish a mode of operation, jointly between NMFS and NOS, which will continue the excellent scientific research programs at the Laboratory to further NOAA's missions, as authorized by §33 U.S.C. 883 d,e, as well as to ensure an adequate funding base.

Guiding Principles

1. The Laboratory shall reside organizationally in NOAA's National Ocean Service and shall be renamed the "Center for Marine Ecological Research at Beaufort". This Center will be part of the NOS National Centers for Coastal Ocean Science (NCCOS). It shall be viewed as a prototype cooperative NOAA facility in which NOS and NMFS will share in its operation. Therefore, the telephone greeting at the Center will be "NOAA's Beaufort Laboratory," which has been institutionalized over the years.

2. The Beaufort Center Director will be a NOS employee, who will be responsible for the overall direction of the Laboratory's research programs that will benefit both NOS and NMFS. Thus, one selection criterion for the Center Director will be a demonstrated knowledge and experience with fisheries science as well as other aspects of marine ecology. The Director of the NMFS Southeast Fisheries Science Center (SEFSC) will be consulted, with the right of elevation, on the selection of the Beaufort Center Director and on his/her annual performance review and rating.

3. There will be a single management and administrative unit at the Beaufort Center that will support the entire facility. The SEFSC will assist with administrative matters as necessary, particularly with respect to budget tracking and procurement activities. Funding for the operation and maintenance of the facility for FY 99 is covered by the FY 99 appropriation to NOS plus the transfer of 947K from NMFS to NOS in FY 99, per letter from NOS and NMFS to Dr. Baker signed on December 23, 1997 (copy attached). Per this letter, an additional agreement needs to be finalized by September 30, 1999, that will specify, fairly and proportionally, the percentage contribution from both NMFS and NOS relative to the operation and maintenance of the facility in FY 2000 and beyond. Signatories for this agreement will be the Directors of the SEFSC and NCCOS.

4. The Beaufort Center will continue to operate as a regional node for the NESDIS Coast Watch Program.

5. Now that the NOS reorganization has been approved, the habitat research staff at the Beaufort Center consists of both NOS employees and at least six NMFS employees at the investigator

level. The Habitat Research Program shall be operated as a single integrated effort, i.e. the habitat organizational unit within the Beaufort Center shall be seamless with regard to NMFS and NOS. In addition, NMFS will be responsible for funding the salaries and benefits of the six habitat staff and also will provide funds annually to cover their program needs. The amount of funds designated for this purpose shall be included in the agreement for operation of the facility that will be finalize in FY 99 (see Paragraph 3).

6. During the last two decades, the Habitat Research Program at Beaufort has developed a policy of assisting NMFS, as well as other Federal and state habitat managers, with management-related issues. This scientific assistance has ranged from informal advice to formal involvement in litigation processes. To develop and improve this working relationship, habitat staff at Beaufort, as well as at other SEFSC Laboratories, have met formally with the NMFS southeast and northeast regional habitat management staff to improve this working relationship. These meetings have occurred on a three to five year interval since 1977. It will be the policy of NOS to continue to have these interactive sessions with NMFS and NOS Habitat Managers on a regular basis. The policy of providing scientific assistance to these Habitat Managers will continue as well. Coordination of this assistance within the SEFSC will continue as is, with a single coordinator at the Beaufort Center as a point of contact. Currently this assistance is provided primarily for habitat issues along the Atlantic and Gulf of Mexico coasts, but it is the intent of NOS/NCCOS to expand this assistance to a national scale, where this scientific advice is specifically requested.

7. The Director of the Beaufort Center will continue to serve ex officio on the SEFSC's management team and the Director of the SEFSC will participate in NOS planning and management meetings as appropriate.

8. The joint NMFS/NOS habitat research staff will continue to have the opportunity to compete for funds at the NMFS Center, Regional and Headquarters levels, e. g. Restoration Center and Essential Fish Habitat funds. Similarly, the same policy will be in effect for competition for NOS funds.

9. Beaufort Center habitat staff may participate in NOAA strategic planning and budget initiative efforts as an integrated unit.

10. NOS and NMFS may work together to develop a strategy that will reduce, if not eliminate, duplicate reporting by the Center's habitat staff to both Line Organizations.

11. The R/V ONSLOW BAY and R/V LAIDLY will become the responsibility of NOS. Costs incurred for use of the vessel by NMFS will be agreed upon the Directors of the SEFSC and NCCOS and included in the agreement described above in Paragraph 3.

12. Research scientists at the Beaufort Center will continue to have equitable access to NMFS fisheries research vessels, by participation in the NOS and SEFSC and NMFS allocation process.

13. The management of the entire facility is to be seamless, to the extent possible. It is not the intent of this agreement to create NMFS and NOS factions within the facility. During the past four years, a considerable effort has been made to integrate fisheries and habitat research. The purpose of this integration was to improve the quality and the usefulness of the research to NOAA. It will be the responsibility of the Director of the Beaufort Center to ensure that this integration continues. To insure the effective operation of the Beaufort Center, the Center Director will have first line supervisory responsibility for NMFS supervisors or team leaders and an appropriate SEFSC employee will be the second line supervisor.

14. NMFS and NOS will work together to ensure that promotions, awards and other forms of employee recognition are uniformly applied to the staff of the Beaufort Center.

15. The Beaufort Center will establish one EEOC and PMAC for the purposes of promoting equal opportunities and diversity.

16. The SEFSC Compliance Officer will continue to serve the NCCOS Beaufort and Charleston Centers, until such time that NOS puts an alternative system in place.

17. This agreement shall remain in effect until terminated by mutual written agreement or upon written notice by either party provided at least 12 months in advance.

18. A review of this agreement can be requested at any time by either party, and this agreement may be modified by mutual written agreement as appropriate.

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