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AUGUST 13, 1999

Administration and Operations
Agreements with the National Ocean Service

OPERATING AGREEMENT B/W NMFS AND NOS FOR THE BEAUFORT LABORATORY

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SUMMARY OF REVISIONS:

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

Appendix #1

Operating Agreement between NOAA's National Marine Fisheries Service and National Ocean Service for NOAA's Beaufort Laboratory

On February 28, 1999, NOAA's National Marine Fisheries Service (NMFS), Southeast Fisheries Science Center's (SEFSC) Beaufort Laboratory became associated with the National Ocean Service's (NOS) National Centers for Coastal Ocean Science (NCCOS). As a result of this reorganization, the name of the Laboratory was changed, but will be referred to as the Beaufort Laboratory in this document. The Beaufort Laboratory will now be jointly occupied and supported by the NMFS and NOS.

The Operating Agreement (OA) is based upon the Memorandum of Agreement (MOA) between NMFS and NOS that describes the policies by which the Beaufort Laboratory will be managed (copy attached). The criteria by which the Beaufort Laboratory will be supported and managed financially, beginning in FY 2000, follows.

1. In addition to supporting their respective research operations at the Beaufort Laboratory, both NOS and NMFS will provide funds to jointly support operations from which both Line Organizations (LOs) benefit. This joint support will be referred to as Laboratory Overhead. A list of the laboratory operations covered under this agreement is detailed in item 5 below.

2. The relative contribution of each LO to the Laboratory Overhead will be based upon FTEs or FTE equivalents (e.g. contract employees) who are associated with the Beaufort Laboratory. For FTEs or FTE equivalents, who are NMFS Beaufort Laboratory employees not physically located at the facility, the FTE or FTE equivalent charge shall be one-half of their FTE or FTE equivalent usage.

3. Discussions and agreements relative to the joint operation of the Beaufort Laboratory shall occur in the following three phases annually:

The first phase of the agreement shall occur by August 30 for the upcoming fiscal year. By this date, the Director of NCCOS shall provide the Director of the SEFSC with an estimate of the Laboratory Overhead costs based upon the prior fiscal year costs and projected FTE's for the upcoming fiscal year. At this time, any plans for upgrading commonly shared equipment or services shall be discussed and agreed upon and the Director of the NMFS Southeast Fisheries Science Center will provide the Director of the NOS National Centers of Coastal Ocean Science with a letter of intent to provide the necessary funds at that time.

The second phase of the agreement shall occur by April 1 each year, when the Director of the NCCOS shall provide the Director of the SEFSC with an updated estimate of Laboratory Overhead costs, FTE usage and the SEFSC's costs for the fiscal year. Upon receipt of this estimate, the Director of the SEFSC shall transfer funds to NOS to cover the NMFS share of the annual Laboratory Overhead by April 15.

The third phase of the agreement shall occur by December 1 of the next fiscal year when the final

Laboratory Overhead costs are available. At this time, adjustments for any overpayment or underpayment by NMFS in the previous fiscal year shall be made in the current fiscal year.

4. During the operation of the Beaufort Laboratory during the fiscal year, there will be occasions when emergency repairs or upgraded services for the entire staff will need to be made. At this time, the Director of NCCOS shall contact the Director of the SEFSC, informing her/him of the needed expenditures and reaching a financial agreement on how to alleviate the problem.

5. The Laboratory Overhead shall consist of the following:

All expenditures, exclusive of salaries, dedicated to providing general services to the entire Laboratory from which all employees benefit. These services include, but are not limited to:

- telephone calls and equipment
- overnight mail
- building maintenance
- general secretarial services
- library maintenance and upgrade costs, i.e. journal subscriptions, book purchases, binding, IT upgrades, etc.
- electricity
- oil and natural gas for heating
- waste removal
- janitorial service
- library services
- copying services
- government identification badges
- telephone maintenance and charges
- building maintenance
- illustration and photographic services
- routine testing for water safety
- bottled water for staff consumption
- grounds care
- fax-related charges
- leasing of vehicles reserved for general laboratory services
- fork lift
- information transfer costs that service the entire Laboratory, such as LAN, servers and equipment needed for administrative personnel, such as PC's, scanners, etc.
- general mailing costs
- storage areas
- all other general laboratory services agreed upon by the Director of the SEFSC and the Director of the NCCOS.

6. Reimbursement for use by NMFS of the R/V ONSLOW BAY, or it's successor, will initially be based upon operating costs and usage for the past three years and will be applicable for three years. The reimbursement costs then will be renegotiated every three years.

7. This agreement shall remain in effect so long as the Memorandum of Agreement for the Beaufort Laboratory between the NMFS and NOS remains in effect.

Signed by:

Dr. Bradford E. Brown, Director,
Southeast Fisheries Science Center
National Marine Fisheries Service/NOAA

Date

Dr. Donald Scavia, Director,
National Centers for Coastal Ocean Science
National Ocean Service/NOAA

Date 8/13/99