

Appendix C
Memorandum of Agreement between
the National Oceanic and Atmospheric Administration and
the Maryland Department of Natural Resources
detailing the state-federal roles in the management of the
Chesapeake Bay National Estuarine Research Reserve in Maryland

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This Memorandum of Agreement ("MOA") is made this 10th day of June, 2008 by and between the MARYLAND DEPARTMENT OF NATURAL RESOURCES ("DNR") having an address at 580 Taylor Avenue, Tawes State Office Building, Annapolis, MD 21401 and the NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION's ("NOAA") Office of Ocean and Coastal Resource Management having an address at National Ocean Service, NOAA, 1305 East-West Highway, Silver Spring, MD 20910.

WHEREAS, this Memorandum of Agreement supercedes the previous "Memorandum of Understanding Between NOAA and Maryland DNR Regarding The Maryland Reserve" made on July 19, 1990.

WHEREAS, the State of Maryland has determined that the waters and related coastal habitats of the Chesapeake Bay National Estuarine Research Reserve in Maryland ("the Reserve") provide unique opportunities for study of natural and human processes occurring within the estuarine ecosystems of the state to contribute to the science of estuarine ecosystem processes, enhance environmental education opportunities, and provide scientific information for effective coastal zone management in the State of Maryland; and

WHEREAS, the State of Maryland has determined that the resources of the Chesapeake Bay National Estuarine Research Reserve in Maryland and the values they represent to the citizens of Maryland and the United States will benefit from the management of these resources as part of the National Estuarine Research Reserve System; and

WHEREAS, the National Oceanic and Atmospheric Administration has concurred with that finding and pursuant to its authority under section 315 of the Coastal Zone Management Act of 1972, as amended (CZMA, 16 U.S.C. 1461) and in accordance with implementing regulations at 15 CFR 921.30 has designated the Chesapeake Bay National Estuarine Research Reserve in Maryland; and

WHEREAS, the Department of Natural Resources as the agency designated by the Governor of Maryland is responsible for managing the Chesapeake Bay National Estuarine Research Reserve in Maryland and acknowledges the value of state-federal cooperation for the long-term management of the Reserve in a manner consistent with the purpose of their designation; and

WHEREAS, the Reserve Management Plan ("the Plan") describes the goals, objectives, strategies/actions, administrative structure, and institutional arrangements for the Reserve, including this Memorandum of Agreement and others;

NOW THEREFORE, in consideration of the mutual agreements herein, NOAA and the Department of Natural Resources agree to the following:

ARTICLE I: STATE-FEDERAL ROLES IN RESERVE MANAGEMENT

A. Department of Natural Resources Role in Reserve Management

DNR shall:

1. be responsible for compliance with all federal laws and regulations relating to the Reserve program, and ensure that the Plan is consistent with the provisions of the CZMA and implementing regulations;
2. effect and maintain a process for coordinating and facilitating the roles and responsibilities of all State and county agencies involved in the management of the reserve, including but not limited to:
 - a. enforcement programs regulating water quality, fish and wildlife habitat protection, sport and commercial fisheries, and non-consumptive recreational activities;
 - b. on-site administration of facilities, programs, and tasks related to Reserve management;
 - c. activities and programs conducted pursuant to the State's Federally-approved coastal management program authorized under section 306 of the CZMA, as amended; and
 - d. Research and education agenda developed and implemented in accordance with corresponding elements of the proposed Plan;
3. ensure protection of the natural and cultural resources of the Reserve, and ensure enforcement of the provisions of state law, including rules and regulations of the Maryland Coastal Zone Management Program;
4. ensure adequate, long-term protection and management of lands included within the Reserve boundary;
5. annually apply for, budget, and allocate funds received for Reserve operations, research and monitoring, education, coastal training and stewardship; and as necessary, land acquisition and Reserve facility construction;
6. conduct and coordinate research and monitoring programs that encourage scientists from a variety of institutions to work together to understand the ecology of the Reserve ecosystem to improve coastal management;
7. conduct and maintain programs that disseminate research results via materials, activities, workshops, and conferences to resource users, state and local agencies, decision-makers, school systems, general public, and other interested parties;

8. provide staff, and endeavor to secure state funding for the manager, education coordinator and research coordinator;
9. secure facilities and equipment required to implement the provisions within the Plan;
10. ensure adequate funding for facilities operation and maintenance;
11. maintain effective liaison with local, regional, state, and federal policy makers, regulators and the general public;
12. serve as principal contact and negotiator for issues involving proposed boundary changes and/or amendments to the Plan;
13. respond to NOAA's requests for information, particularly cooperative agreement and grant progress reports and evaluation findings, including necessary actions and recommendations, made pursuant to Section 312 of the CZMA; and
14. expend funds in accordance with federal and state laws, the Plan, and annual funding guidance from NOAA.

B. Federal Role in Reserve Management

NOAA's Office of Ocean and Coastal Resource Management shall:

1. administer the provisions of the Sections 315 and 312 of the CZMA to ensure that the Reserve operates in accordance with goals of the National Estuarine Research Reserve System and the Plan;
2. review and process applications for financial assistance from DNR consistent with 15 CFR 921, for management and operation, and as appropriate, land acquisition and facility construction;
3. advise DNR of existing and emerging national and regional issues that have bearing on the Reserve and the National Estuarine Research Reserve System;
4. maintain an information exchange network among reserves, including available research and monitoring data and educational materials developed within the National Estuarine Research Reserve System;
5. to the extent possible, facilitate NOAA resources and capabilities in support of Reserve goals and programs.

C. General Provisions

1. Nothing in this agreement or subsequent financial assistance awards shall obligate

either party in the expenditure of funds, or for future payments of money, in excess of appropriations authorized by law.

2. Upon termination of this agreement or any subsequent financial assistance awards to DNR any equipment purchased for studies to further this agreement will be disposed of in accordance with 15 CFR 24.32.
3. A free exchange of research and assessment data between the parties is encouraged and is necessary to ensure success of cooperative studies.

D. Other Provisions

1. Nothing in this agreement diminishes the independent authority or coordination responsibility of either party in administering its respective statutory obligations. Nothing in this agreement is intended to conflict with current written directives or policies of either party. If the terms of this agreement are inconsistent with existing written directives or policies of either party entering this agreement, then those portions of the agreement which are determined to be inconsistent with such written directives and policies shall be invalid; but the remaining terms not affected by the inconsistency shall remain in full force and effect. At the first opportunity for revision of this agreement, all necessary changes shall be made by either an amendment to this agreement or by entering in a new superseding agreement, whichever is deemed expedient to the interested parties. Should disagreement arise on the interpretation of the provisions and/or amendments of this agreement that cannot be resolved by negotiations at the operating level of each party, the area(s) of disagreement shall be stated in writing by each party and promptly presented to a mutually approved mediator for non-binding mediation. If the parties cannot agree on the choice of a mediator or if the mediation does not resolve the dispute to the mutual approval of the parties, the parties are free to pursue any other legal remedies that are available.

ARTICLE II: REAL PROPERTY ACQUIRED FOR PURPOSE OF THE RESERVE

As well as acknowledging the rest of the requirements set forth at 15 CFR 921, the Department of Natural Resources specifically acknowledges and will fully comply with conditions set forth at 15 CFR 921.21 (e), which specify the legal documentation requirements concerning the use and disposition of real property acquired for Reserve purposes with federal funds under Section 315 of the CZMA.

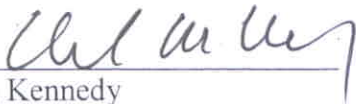
ARTICLE III: PROGRAM EVALUATION

The Office of Ocean and Coastal Resource Management Division of NOAA will schedule periodic evaluations of the Department of Natural Resources performance in meeting the terms of this agreement, financial assistance awards, and the Plan. Where findings of deficiency occur, NOAA may initiate action in accordance with the designation withdrawal or interim sanctions procedures established by the CZMA and applicable regulations at 15 CFR 921.40-41.

ARTICLE IV: EFFECTIVE DATE, REVIEW, AMENDMENT AND TERMINATION

- A. This agreement is effective on the date of the last signature on this agreement and shall be in effect until terminated by either party.
- B. This agreement will be reviewed periodically by both parties and may only be amended by the mutual written consent of both parties.
- C. This agreement may be terminated by mutual consent of both parties, or by NOAA if NOAA withdraws designation of the Reserve within the National Estuarine Research Reserve System, pursuant to applicable provisions of the CZMA and its implementing regulations as described under 15 CFR 923 Subpart L, or if NOAA finds that the Department of Natural Resources fails to comply with this MOA. The agreement may be terminated by the Department of Natural Resources with or without cause. Should this agreement be terminated, reimbursement of unexpended funds from financial assistance awards shall be determined on a pro rata basis according to the amount of work done by the parties at the time of termination. Additionally, reimbursement for land purchased and facilities constructed with NOAA funds shall be consistent with terms and special award conditions of financial assistance awards.
- D. If any clause, sentence or other portion of this MOA shall become illegal, null or void for any reason, the remaining portions of this MOA shall remain in full force and effect.
- E. No waiver of right by either party of any provision of this MOA shall be binding unless expressly confirmed in writing by the party giving the waiver.

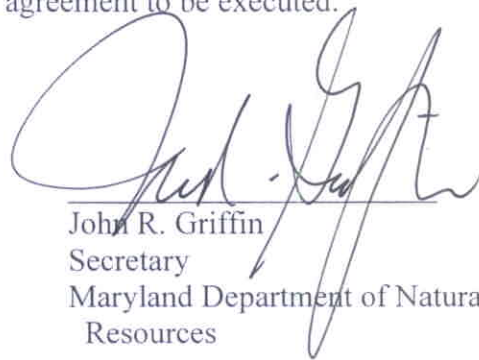
IN WITNESS THEREOF, the parties have caused this agreement to be executed.



David Kennedy
Director
Office of Ocean and Coastal
Resource Management
National Ocean Service
National Oceanic and
Atmospheric Administration
U.S. Department of Commerce

6-10-08

Date



John R. Griffin
Secretary
Maryland Department of Natural
Resources

March 18, 2008

Date