

INTERAGENCY AGREEMENT
BETWEEN
U.S. EPA REGION 3 CHESAPEAKE BAY PROGRAM OFFICE
AND THE NOAA CHESAPEAKE BAY OFFICE

I. PARTIES AND PURPOSE

This Interagency Agreement is made and entered into by and between the U.S. Environmental Protection Agency, hereinafter referred to as “EPA” and the National Oceanic and Atmospheric Administration, Chesapeake Bay Office, hereinafter referred to as “NOAA”, under authority of the Integrated Coastal and Ocean Observation System Act of 2009, [33 U.S.C. 3601](#) et. seq. and the Clean Water Action Section 117(c). The primary objectives of this agreement are to provide for a Climate Change Coordinator for the Chesapeake Bay Program partnership to facilitate efforts to incorporate climate change considerations into the Partnership’s shared decision making in the implementation of the 2014 Chesapeake Bay Watershed Agreement, the 2010 Chesapeake Bay TMDL, and the 2010 Strategy for Protecting and Restoring the Chesapeake Bay pursuant to carrying out Presidential Executive Order 13508.

This Agreement serves a significant public purpose by enhancing cooperation and coordination between NOAA and EPA, and providing for the interchange of services, personnel, and funds required to restore and protect the Chesapeake Bay ecosystem and the surrounding watershed. EPA’s Chesapeake Bay Program Office will fund 100% of a NOAA position (“Coordinator”) for the purpose of coordinating the incorporation climate change considerations into the Partnership’s shared decision making, including but not limited to the development and implementation of the management strategies pursuant to the 2014 Chesapeake Bay Watershed Agreement.

II. SCOPE OF WORK

For a five (5) year period beginning from the signature date of both parties, EPA and NOAA will provide the necessary personnel, materials, services, facilities, funds and otherwise perform all things necessary for or incidental to the performance of this Agreement.

A. Responsibilities of NOAA. Under this Agreement, NOAA will provide a coordinator to perform the following major work functions:

1. Incorporate Climate Change Considerations into the Partnership Shared Decision Making. Lead and coordinate efforts to develop both policy and programmatic mechanisms necessary for proactively building consideration of climate change into the Chesapeake Bay Program partnership’s collaborative decision making processes. Lead planning efforts to assess vulnerability and to identify and prioritize adaptation response strategies. Identify and pursue opportunities that ensure that the Partnership’s Management Strategies include evaluation changing conditions on both the cost and efficacy of the restoration and protection actions and explicitly target the implementation of

management options that increase resilience or facilitate adaptation to changing conditions. This task will require the pursuit and implementation of staged efforts across the adaptation planning cycle.

2. Build and Enhance the Institutional Capacity to Prepare for and Respond to Climate Change. Working from existing structures and organizations, build the capacity among Chesapeake Bay Program partnership professional staff and researchers to understand and address the consequences of changing climatic conditions. Particular attention should be given to building the capacity for informal collaboration across organizational, jurisdictional and disciplinary boundaries. Coordinate the collection of data and the development of tools and communication and decision-support products to increase knowledge and capacity to plan for and implement restoration and protection efforts that build community and ecosystem resilience. These capacity building efforts will ultimately provide the foundation for the development of effective management responses.
3. Establish Mechanisms for the Prioritization of Evaluation of Impacts from and Adaptation to Climate Change. Work to maximize the effectiveness of existing management practices by securing Partnership adoption of a decision framework to identify climate change impacts and their effects on the performance of specific management practices, restoration actions, and protection measures. Provide the Partnership with the ability to systematically prioritize impacts based on criteria such as risk, vulnerability, and opportunity. Work to inform the Partnership's decision makers with the data, tools, resources, and support to assess climate vulnerability and establish and set priorities for increasing the ecosystem resiliency. Ensure the Partnership's decision makers understand the consequences of their decisions in light of widely available information about the plausible range of future conditions. This outcome should result in development of action strategies that are intrinsically linked to mitigating impacts associated with climate change.
4. Facilitate Information Exchange Between Researchers and Decision-Makers. Build and direct an integrated, interdisciplinary team of climate change professionals focused on climate change research, coordination, and information sharing. Work through the team to develop collective research agenda, as well as an information portal as the means to share and funnel data, information, tools and decision-making products into the Partnership's shared decision processes to support adaptive management planning for protection and restoration activities. Identify and pursue opportunities, including the pursuit of external funding, to develop and advance collective research priorities directed toward reducing key uncertainties, improving and integrating monitoring networks and modeling systems, and expanding relevant dimensions of social science and communications research.

5. Serve as the Chesapeake Bay Program Partnership Climate Change Liaison. Develop and foster a strong working relationship with researchers, policy makers, resource managers, academia and officials of other federal, state, regional and local agencies. Represent the Partnership on various task forces, panels, committees (e.g., Chesapeake Bay Sentinel Site Cooperative), and initiatives (e.g., Climate Change Communications Consortium) related to climate change. Represent the Partnership's position and/or explain policies and programs to public interest groups. Pursue, foster and engage in collaborative partnerships with managers and officials of other federal, state, regional and local agencies to advance and promote the Partnerships' climate change resiliency objectives.

B. Responsibilities of EPA. Under this Agreement, EPA will:

1. Team up with the NOAA supervisor to conduct a performance interview every six months (mid-year and end-of-year) and issue a report, in a format agreeable to both parties, detailing the project activities pursuant to this Agreement.
2. Work with NOAA to identify opportunities for updating/amending the statement of work as necessary to maximize benefits of this Agreement in out-years.

C. Location of Services. The Coordinator shall maintain office space at EPA's Chesapeake Bay Program Office in Annapolis, Maryland. EPA shall provide all necessary access to phone, computers, printers, copiers, and other office related equipment and materials necessary to carry out the responsibilities outlined in this Agreement.

D. Supervision. Line supervision for the Coordinator position will be provided by the NOAA Chesapeake Bay Office's Deputy Director. Job performance criteria will be jointly determined by consultation among the Coordinator and the Project Officers for EPA and NOAA. Performance evaluation will be conducted by NOAA with input from EPA as appropriate.

E. Financial Records/Audits. NOAA shall retain a copy of all records, documents, and other evidence pertaining to costs, direct and indirect, equipment, supplies, and other items for the position in accordance to this Agreement. EPA may request copies of the records at any time.

III. DELIVERABLES

The coordinator will submit a joint semi-annual performance report on the status of the work laid out above. This shall be due to the EPA Project Officer within 30 days after the end of each six month period and can be used to track accomplishment of tasks. A copy will be provided to the NOAA Line Supervisor.

IV. DURATION OF AGREEMENT AND MODIFICATIONS

This Agreement will be effective for five (5) years from signature date of both parties. The Agreement may be amended, extended, or terminated at any time by mutual consent of the parties hereto (project officers or signatory parties), or may be terminated by either party by giving 60 days written notice to the other party.

V. BUDGET

Personnel	\$ 93,000.00
Fringe Benefits	\$ 28,000.00
Travel	\$ 3,000.00
NOAA In-kind Match*	\$ 40,000.00
TOTAL TRANSFER	\$124,000.00

* NOAA in-kind matching funds are based on parts of the salary of two NOAA employees whose work will directly support the 2014 Chesapeake Bay Watershed Agreement's climate resiliency outcomes and the work of this coordinator position.

VI. FINANCIAL ADMINISTRATION

- A. Transfer of funds is contingent upon the approval of the EPA for the Statement of Work for tasks submitted pursuant to Section IIA.1 of this Agreement. Specific estimates of cost, to include salary and benefits, will be mutually agreed upon by both parties.
- B. Payment: This Agreement shall serve as the mechanism for the EPA to transfer \$124,000.00 to NOAA. EPA shall transfer these funds to NOAA upon execution of this Agreement and pursuant to the Scope of Work.

VII. PROJECT OFFICERS

Project Officers for administering this agreement, including the receiving and reviewing of reports and the handling of termination notices, are:

For NOAA:
Bruce Vogt
Acting Deputy Director
NOAA Chesapeake Bay Office
Annapolis, MD 21403

For EPA:
Gary Shenk
Integrated Analysis Coordinator
U.S. Environmental Protection Agency

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