

A GENERAL COLLABORATIVE AGREEMENT

BETWEEN

THE CITY OF NORFOLK

AND

**THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE**

NOS Agreement Code: MOA-2006-002/7123

I. PARTIES AND PURPOSE

- A. This General Collaborative Agreement (Agreement) is between the U.S. Department of Commerce (DOC)'s National Oceanic and Atmospheric Administration (NOAA) and the City of Norfolk, Virginia ("the City").
- B. The purpose of this Agreement is to promote joint education and outreach activities including the design, construction and maintenance of temporary and permanent exhibits that educate the public and inform them about NOAA's mission and activities.

II. BACKGROUND

- A. The City of Norfolk is committed to the development and operation of a world class maritime center known as Nauticus, The National Maritime Center. Nauticus showcases science, technology and maritime history in a way that entertains and educates while conveying the intense relevance of these topics to the Nation's vital interests.
- B. NOAA's mission is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet the Nation's economic, social and environmental needs.
- C. The NOAA @ Nauticus partnership began in 1998, when NOAA's Office of Coast Survey established an office, and later, educational exhibits relating to several NOAA activities. NOAA's Chesapeake Bay Office joined the Coast Survey at Nauticus in 2004 and was soon followed by the National Marine Sanctuaries' Maritime Heritage Program. Various NOAA offices use Nauticus throughout the year for meetings and conferences. There is an existing lease agreement, as amended, between the parties which shall remain in full force and effect. In January 2005, in recognition of the agency's growing involvement with the center, NOAA hired a full time employee to act as a liaison and coordinator for the NOAA @ Nauticus partnership.
- D. This Agreement will enable both the City and NOAA to use each other's specialized staff, equipment, resources and other capabilities to conduct joint education and outreach activities, including the design, construction, installation and maintenance of exhibits that will educate and inform the public about NOAA's mission and programs.

III. AUTHORITIES

The programmatic authorities for the NOAA to enter into this agreement are:

- Science, State, Justice, Commerce, and Related Agencies Appropriations Act, 2006 (P.L. 109-108) gave NOAA specific authority to engage in “formal and informal education activities . . .relating to the agency’s mission goals”.
- National Marine Sanctuaries Act (16 U.S.C. 1440 (c)) provides authority for education activities for the National Marine Sanctuary Program.
- National Marine Sanctuaries Act (16 U.S.C. 1442(e)) provides for the authority to enter into agreements with a state to use its personnel, services, or facilities, on a reimbursable or nonreimbursable basis, to carry out the purposes and policies of the National Marine Sanctuary Act.
- Coast and Geodetic Survey Act (33 U.S.C. 883b(2) and 883c) provides general authority to disseminate data and inform the public.
- National Weather Service Organic Act (15 U.S.C. 313) provides general authority to inform the public.
- Coral Reef Conservation Act (16 U.S.C. 6406 (b)(2)) provides education authority for NOAA’s coral reef program.
- National Sea Grant Program Act (33 U.S.C. 1121 and 1123) provides education authority for NOAA’s Sea Grant Program.
- 15 U.S.C. 1540, allowing NOAA to enter into agreements with nonprofit organizations to promote scientific and educational activities to foster a public understanding of NOAA and its programs.

IV. TERMS AND CONDITIONS

A. Responsibilities of the City

- 1) The City will provide the current NOAA exhibit space and future NOAA exhibit space on the third floor of Nauticus (approximately 10,000 square feet).
- 2) The City acknowledges that public education and outreach are a basic and integral part of NOAA’s mission. To that end, the City agrees to make available to NOAA for its use and activities Nauticus educational conference spaces on a shared, scheduled basis.
- 3) The City will provide NOAA personnel acting in their professional capacities unlimited access to Nauticus. For this purpose, NOAA staff working at Nauticus will be provided keys to office and NOAA exhibit space in Nauticus.

- 4) The City will arrange for special openings of Nauticus for restricted audience events to the NOAA exhibits and offices, as may be mutually agreed in advance.
- 5) The City will make available to NOAA, as mutually agreed in advance, the use of other Nauticus equipment and facilities on a not-to-interfere with scheduled programming basis. Any additional expense incurred by these special events will be borne by NOAA.
- 6) The City agrees to provide free access to the public for the sole purpose of viewing the current and future NOAA exhibits if requested by members of the public and subject to the conditions outlined in Part B. 2) under "Responsibilities of NOAA".

B. Responsibilities of NOAA

- 1) NOAA agrees to maintain the operation of current and any future NOAA exhibits at a level consistent with museum standards and current NOAA science.
- 2) NOAA agrees to provide personnel during regular NOAA office hours to escort members of the public who specifically request to view only the current or future NOAA exhibits. NOAA agrees to train members of the Nauticus staff on how to conduct tours of the NOAA exhibits outside of NOAA's regular office hours.
- 3) NOAA agrees to allow teachers, interested members of the general public, and Nauticus staff access to the education resource center in the NOAA office space during NOAA's regular business hours.
- 4) NOAA agrees that NOAA merchandise will only be sold onsite through the Nauticus gift shop.
- 5) NOAA agrees that arrangements for special events and openings in the Nauticus space will normally be made at least two weeks in advance. Necessary personnel and expenses for the events, unless otherwise agreed to in advance, will be the responsibility of NOAA.
- 6) NOAA agrees to provide emergency access to all NOAA space in Nauticus for City maintenance and security personnel.
- 7) NOAA agrees to maintain a NOAA @ Nauticus Committee chaired by the NOAA @ Nauticus Project Coordinator and consisting of representatives from various NOAA offices with an interest in the NOAA @ Nauticus partnership.

The Director of Nauticus or his designee shall sit on the NOAA @ Nauticus Committee. The Committee shall coordinate and guide NOAA's involvement with Nauticus.

V. NOAA'S ROLE IN THE NATIONAL MARITIME CENTER FOUNDATION

The NOAA Administrator or his designee shall serve as the NOAA liaison to The National Maritime Center Foundation or whatever 503(c)(3) is formed to assume the functions and responsibilities of The National Maritime Center Foundation in the future. As the NOAA liaison, the NOAA Administrator would represent the views of NOAA to the board and his role would be solely advisory.

VI. CONTACTS

The contacts of each Party to this Agreement are:

Andrew W. Larkin
NOAA @ Nauticus Project Coordinator
One Waterside Drive
Norfolk, VA 23510
p: 757.627.3823
f: 757.627.3827
andrew.w.larkin@noaa.gov

Richard C. Conti
Director
Nauticus, The National Maritime Center
One Waterside Drive
Norfolk, VA 23510

VII. OTHER TERMS AND CONDITIONS

This Agreement defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and technical expertise will be provided by each signatory agency to the extent that their participation is required and resources are available.

This Agreement is not a fiscal or funds obligation document. Any activities involving reimbursement or contribution of funds between the Parties to this Agreement will be handled in accordance with applicable laws, regulations and procedures. Such activities

will be documented in separate Agreements, with specific projects between the Parties spelled out. The separate Agreements will reference this General Agreement.

This Agreement in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals.

This Agreement does not obligate the Parties to expend appropriations or to enter into any Agreements, contracts or other obligations.

VIII. TERM/TERMINATION

This Agreement will be in effect from February 1, 2006, through January 31, 2011, unless sooner terminated for breach or default by the giving of thirty (30) days written notice of termination. The parties will review this agreement at least once every three years to determine whether it should be revised, renewed, or cancelled.

This Agreement may be amended at any time within the scope of the Agreement, extended, or renewed at any time through the written mutual consent of the Partners.

IX. RESOLUTION OF DISAGREEMENTS

Should disagreements arise on the interpretation of 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 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

X. APPROVALS

This Agreement is entered into and made effective as of the date later in time indicated below.

ACCEPTED AND APPROVED
FOR THE U.S. DEPARTMENT
OF COMMERCE/NATIONAL
OCEANIC AND ATMOSPHERIC
ADMINISTRATION

BY: 
Conrad C. Lautenbacher, Jr.
Vice Admiral, U.S. Navy (Ret.)
Under Secretary of Commerce for
Oceans and Atmosphere

ACCEPTED AND APPROVED
FOR THE CITY OF NORFOLK

BY: 
Regina V.K. Williams
City Manager

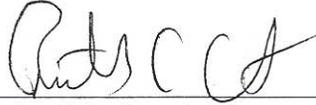
ATTEST:


City Clerk 4-21-06

DATE: 3/29/06

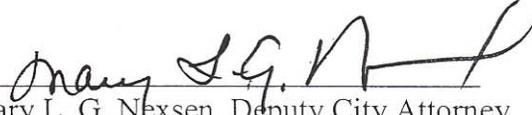
DATE: 4-11-06

Contents Approved:



Richard C. Conti, Director
The National Maritime Center

Form & Correctness Approved:



Mary L. G. Nexsen, Deputy City Attorney