

Contract # 071842

MEMORANDUM OF AGREEMENT

BETWEEN THE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION,
NATIONAL MARINE FISHERIES SERVICE,
U.S. DEPARTMENT OF COMMERCE

AND

U.S. FISH AND WILDLIFE SERVICE,
U.S. DEPARTMENT OF INTERIOR

AND

NORTHWEST SEAPORT ALLIANCE

NMFS-2022-WCRO-107

I. PARTIES

This document constitutes an agreement between the National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service (USFWS), and the Northwest Seaport Alliance (NWSA) on behalf of its two member ports (i.e., Port of Seattle and Port of Tacoma) and on behalf of certain public ports within Washington State that have entered into an agreement with the NWSA.

II. AUTHORITIES

NMFS and the USFWS have authority to participate in technical assistance for the NWSA under one or more of the following:

- (1) 16 U.S.C. Section 661, the Fish and Wildlife Coordination Act;
- (2) 16 U.S.C. Section 1531 et seq., the Endangered Species Act (ESA);
- (3) 16 U.S.C. Section 1801 the Magnuson Stevens Fishery Conservation Act (MSA);
- (4) 16 U.S.C. Sections 703-712 the Migratory Bird Treaty Act (MBTA) of 1918, as amended; and,
- (5) Other authorities, including the Marine Mammal Protection Act, the National Environmental Policy Act, the Bald and Golden Eagle Protection Act, the Coastal Zone Management Act, and various executive and secretarial orders.

III. PURPOSE

Pursuant to this agreement, NWSA, NMFS, and the USFWS will work together in support of up to two staff positions provided to facilitate certain duties related to consultation on public port district projects.

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V. RESPONSIBILITIES OF THE PARTIES

NMFS and USFWS agree to perform the following activities and provide the following resources in support of the technical assistance for NWSA's member public port districts and public port districts that have entered into an agreement with the NWSA:

- (1) NMFS will provide office space, common office supplies, and use of office equipment (including assistance in obtaining a Common Access Card [CAC]) for the staff biologists in their Lacey, WA office. USFWS will similarly provide assistance in obtaining credentials necessary to access agency information technology (IT) systems (including assistance in obtaining a personal identity verification (PIV) card). Administrative support will be provided as is currently available to the Lacey branches. NMFS and USFWS will provide input to the NWSA on the staff biologists' performance, and may provide additional guidance as needed in consultation with the NWSA supervisor.
- (2) Provide guidance to, and coordinate with, the staff biologists to assist NWSA's member ports and public port districts that have entered into an agreement with the NWSA to comply with the ESA, MSA, and other authorities. Ensure staff biologists receive appropriate training and coaching in order to fulfill their consultation responsibilities in accordance with agency policies and procedures. The staff biologists will work primarily on projects developed by NWSA's member public port districts and port districts that have entered into an agreement with NWSA, which will result in expedited document review and project coordination on applicable port projects.
- (3) Establish workload and scheduling priorities based on input received from NWSA and a representative of certain public Port districts that have entered into an agreement with the NWSA.
- (4) Review draft work products prepared by the staff biologists for scientific accuracy, consistency with agency policy, and legal sufficiency. Ensure documents prepared for NMFS and USFWS comply with internal review and signature processes. NMFS and USFWS have final approval and signature authority over documents that are prepared on the behalf of each agency.
- (5) Serve as members of the Project Management Team.
NWSA agrees to perform the following activities and provide the following resources in support of the technical assistance for the NMFS:
 - (1) Provide one qualified staff biologist to consult with and assist NWSA's member public port districts in complying with the requirements of the ESA, the MSA, and other authorities. The staff biologist will prepare draft documentation related to ESA and/or MSA consultations (e.g., letters of concurrence, biological opinions, general correspondence, memorandums for the file, etc.) in accordance with NMFS and

General Guidance/Oversight by Senior Staff	\$ 31,600.00
Total:	\$ 31,000.00

The General Guidance/Oversight cost was determined based on the amount of time (10%) the Senior Staff typically spends providing oversight and guidance to the staff biologists. These costs will be provided as in-kind services in support of this MOA by NMFS and USFWS.

VIII. CONTACTS

The contacts for each party to this agreement are:

Elizabeth Babcock
 North Puget Sound Branch Chief
 National Marine Fisheries Service
 7600 Sandpoint Way NE
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Elizabeth.Babcock@noaa.gov

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 National Marine Fisheries Service
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Curtis Tanner
 Assistant Field Supervisor
 Coastal Lowland Aquatic Marine Team
 U.S. Fish and Wildlife Service, Washington Fish and Wildlife Office
 510 Desmond Drive SE
 Lacey, Washington 98503
 Phone: (360) 753-4326
 Email: Curtis_Tanner@fws.gov

Jason Jordan
 Director, Environmental and Planning Programs
 Northwest Seaport Alliance
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 Tacoma, WA 98401
 Phone: 253-228-4579
jjordan@nwseaportalliance.com

The parties agree that if there is a change regarding the information in this section, the party

U.S. FISH AND WILDLIFE SERVICE

By: **CURTIS
TANNER** Digitally signed by CURTIS
TANNER
Date: 2022.09.16 10:13:14 -07'00'

Date: _____

Curtis Tanner
Assistant Field Supervisor
Coastal Lowland Aquatic Marine Team
U.S. Fish and Wildlife Service, Washington Fish and Wildlife Office
Department of Interior

NORTHWEST SEAPORT ALLIANCE

By: 
Jason Jordan (Sep 22, 2022 13:34 PDT)

Date: _____

Jason Jordan
Director, Environmental and Planning Programs
Northwest Seaport Alliance