

MEMORANDUM OF UNDERSTANDING
ESTABLISHING A JOINT UNDERSTANDING
BETWEEN THE
NATIONAL WEATHER SERVICE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
U. S. DEPARTMENT OF COMMERCE
AND THE
UNITED STATES COAST GUARD AUXILIARY

I. PARTIES

- This document constitutes an understanding between the National Weather Service, National Oceanic and Atmospheric Administration (NOAA/NWS), U. S. Department of Commerce, and the United States Coast Guard Auxiliary (the Auxiliary).

The Auxiliary is the civilian volunteer component of the United States Coast Guard (USCG). The purpose of the Auxiliary is to assist the USCG, as authorized by the Commandant, in the performance of any USCG function, duty, role, mission, or operation authorized by law.

The NOAA/NWS is responsible for providing forecasts and warnings for the coastal areas of the U.S. and for the Great Lakes to protect life and property and to enhance the national economy. To fulfill this responsibility, timely and accurate weather observations are an absolute necessity.

II. AUTHORITIES

NOAA/NWS has authority to participate in this memorandum of understanding with the Auxiliary under 15 U.S.C. §313, the National Weather Service Organic Act and 15 U.S.C. §1525, the Department of Commerce Joint Project Authority.

The Auxiliary is authorized to enter into this memorandum of understanding under authority of 14 U.S.C. §141 and COMMIDINST M16790.1E, Chap. 2, paragraph B.12.

III. PURPOSE

This memorandum of understanding is intended to further the mission of both the Auxiliary and the NOAA/NWS. Nothing in this memorandum shall be construed as to contractually bind either party or any agency as to specific responsibilities and actions.

The active presence of the Auxiliary members on the navigable waters of the U.S. provides a far-ranging opportunity for weather observations in areas for which such observations do not now exist. By organizing an easily used communication system and by providing necessary training, the NWS can receive a wealth of information which should result in more accurate and more timely forecasts and warnings. By encouraging its members to partake in this agreement, the Auxiliary will take another step toward improving boating safety. The maritime public will be the ultimate recipient of these benefits.

This project is necessary and essential to further the mission of the NWS in that it will provide weather information in areas where such information does not now exist.

NWS has determined that this project cannot be done as effectively without the participation of the Auxiliary and this project uniquely fits the Auxiliary's mission to promote boating safety.

IV. MUTUAL INTEREST OF THE PARTIES

This memorandum of understanding is of mutual interest to the parties because it furthers our common missions of enhancing the safety of mariners in the navigable waters of the U.S.

V. AREAS OF COOPERATION

NOAA/NWS may perform the following activities and provide the following resources in support of this Memorandum.

- a. **Communications.** The NWS will establish an internet-based process accessible by Auxiliary personnel through which weather observations may be entered and forwarded. The NWS is not obligated to supply Auxiliary personnel with any communications equipment or be responsible for additional communications charges for this purpose.

Auxiliary Divisions, flotillas, and boats may be uniquely designated so that individual contributions can be collected and tabulated. The process will include quality control functions and will result in a collection of observations available to NWS and non-NWS users.

- b. **Training.** Local and Regional NWS personnel will, as part of their normal outreach program, work with flotillas and divisions to organize and provide training on what to observe, how to observe, when to observe, and the process to forward observations.
- c. **Feedback.** The NWS will monitor observations received and will annually recognize those flotillas and districts of the Auxiliary and provide the most effective observations. Generally this recognition will be accomplished through achievement certificates.

The Auxiliary may perform the following activities and provide the following resources in support of the memorandum.

- a. **Participation.** The Auxiliary will encourage its members to receive available training; procure and install, as possible, weather observing instruments; and take and forward weather observations following NWS provided instructions as provided by Commandant policy and instruction. The Auxiliary will also encourage its members to procure and utilize NOAA Weather Radio receivers, where possible, and to maintain an aggressive weather watch.

VI. CONTACTS

The contacts of each party to this agreement are:

The Auxiliary - National Department Chief, Operations
NOAA/NWS - Chief, Marine and Coastal Weather Services Branch

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VII. PERIOD OF MEMORANDUM OF UNDERSTANDING AND MODIFICATION/TERMINATION

- This memorandum of understanding will become effective when signed by all parties. It will be effective for three years. The parties will review this memorandum of understanding at least once every three years to determine whether it should be revised, renewed, or canceled.

This MOU may be amended by any time by mutual written consent of the parties hereto. It may be terminated by either of the parties hereto upon 30 days written notice to the other party.

VIII. FUNDING AND LIABILITY:

- a. Unless otherwise determined by the supervising organizations of the Participants, each Participant will fund its own expenses for activities pertinent to this MOU.
- b. Claims for third party personal injury, death, or property damage caused by the activities of a United States Coast Guard Auxiliary member, performing an authorized mission or activity while properly assigned to duty and acting under the scope of their authority under this MOU, will be adjudicated by the United States Coast Guard under the provisions of the Federal Tort Claims Act (FTCA) or other applicable federal claims statutes.

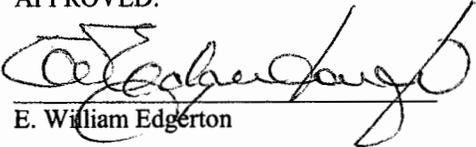
IX. OTHER PROVISIONS

Should disagreement 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 thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

Nothing herein is intended to conflict with current Department of Commerce or Department of Homeland Security directives. If the terms of this memorandum are inconsistent with existing directives of either of the agencies entering into this understanding, then those portions of this understanding which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review, all necessary changes will be accomplished by either an amendment or by entering into a new memorandum, whichever is deemed expedient to the interest of both parties.

APPROVED:

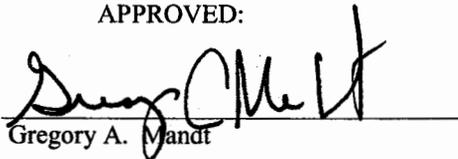


E. William Edgerton

National Commodore -
United States Coast Guard Auxiliary

Date: 9/2/04

APPROVED:



Gregory A. Mandt

Director Office of Climate, Water, and Weather Services
National Weather Service

Date: 8/12/04

MEMORANDUM OF AGREEMENT

between the

**OFFICE OF COAST SURVEY
NATIONAL OCEAN SERVICE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

and the

UNITED STATES COAST GUARD

and

COAST GUARD AUXILIARY

I. PURPOSE AND SCOPE

This Memorandum of Agreement (MOA) outlines the basic responsibilities of the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Office of Coast Survey (OCS), Marine Chart Division, and the United States Coast Guard (USCG) and Coast Guard Auxiliary (USCGAUX) in administrating and supporting the Chart Updating Program. Through this program, members of USCGAUX voluntarily scan the water and land areas, looking for changing conditions that could be reflected on OCS navigational charts and related products.

II REFERENCE AND AUTHORITY

1. Title 33, United States Code, Section 883b
2. Title 14, United States Code, Section 141
3. Title 14, United States Code, Section 821
4. Title 14, United States Code, Section 823a
5. Title 14, United States Code, Section 827 and 828
6. Commandant Instruction M16790.1E, Auxiliary Manual

III. RESPONSIBILITIES OF AGENCIES

1. The Office of Coast Survey agrees to:
 - a. Provide, on request, current editions of nautical charts and related products to each USCGAUX flotilla whose operational areas lies within the coverage of NOS charts. All requests for charts and related products will be processed through the designated USCGAUX officials.
 - b. Quarterly, provide a copy of the current "Dates of Latest Editions" for NOS products to designated USCGAUX officials.
 - c. Provide the necessary forms for USCGAUX members to submit Chart Updating reports.
 - d. Provide guidelines for data collection and for improvement of data collection and reports submitted.
 - e. Evaluate reports, award credit units for data submitted, and forward reports to the appropriate NOS office or other cartographic and mapping agencies of the United States and foreign governments, as required.
 - f. Maintain records of reports submitted and credit units awarded in the format established by mutual agreement of the parities.
 - g. Furnished USCG headquarters and the designated USCGAUX Staff Officer a report of monthly activities.
 - h. Promote interest and participation and provide assistance in Charting Updating training activities.
 - i. Prepare articles for publication in The Navigator and develop training materials to be used in Chart Updating training sessions.
 - j. Coordinate editorial review and provide reproduction of training materials developed jointly by OCS and USCGAUX.

2. The United States Coast Guard agrees to:

- a. Provide guidelines for the administration, application, and further development of the Chart Updating Program.
- b. Provide editorial and policy review, and approval of all publication and training materials developed by the USCGAUX, as they pertain to the Chart Updating Program.
- c. Maintain a computer database for recording the performance, training and qualifications of the USCGAUX in support of the Chart Updating Program.
- d. Stock and distribute reporting forms and other publications, and materials relating to the Chart Updating Program, through the Auxiliary National Supply Center.
- e. Provide the funding for the administrative management and basic organizational support of the Chart Updating Program.

3. The United States Coast Guard Auxiliary agrees to:

- a. Provide corrections, changes, and recommendations to revise or improve NOS nautical charts and related publications through the use of volunteer observers, and to furnish the same type of information affecting maps, charts, and related publications produced by other Federal Government agencies.
- b. Establish and maintain the administrative procedures relative to the Chart Updating Program.
- c. Promote further participation by Auxiliarists and provide and maintain a continuing educational program in the Charting Updating Program.
- d. Write publications and service training materials relating to the Chart Updating Program and submit for OCS review and approval.

IV. PERIOD

The terms of this MOA will become effective upon the signatures of the approving officials entering into this MOA. This MOA will remain in effect for 5 years from the effective date and may be renewed upon mutual written agreement by the approving officials entering into this MOA.

V. MODIFICATION/TERMINATION PROVISION

This MOA may be modified or amended at any time by a written agreement signed by the officials approving this MOA. Any party may terminate this MOA by providing at least 30 days' written notice to the officials approving this MOA. Approving officials shall review this MOA every three years to determine whether it should be revised or canceled. This MOA may be extended by a written agreement signed by the officials approving this MOA.

VI. POINT OF CONTACT

The Point of Contact for the Office of Coast Survey:

Capt. Nicholas Perugini, NOAA
Chief, Marine Chart Division, N/CS2
1315 East-West Highway
Silver Spring, MD 20910-3282

Phone: (301) 713-2724
Fax: (301) 713-4516
E-mail: nick.perugini@noaa.gov

The Point of Contact for the U.S. Coast Guard:

BMCM Dale Potvin
Commandant (G-OCX-2)
U.S. Coast Guard
2100 2nd Street, SW
Washington, D.C. 20593-0001

Phone: (202) 267-1007
Fax: (202) 267-4409
E-mail: dpotvin@comdt.uscg.mil

The Point of Contact for the U.S. Coast Guard Auxiliary:

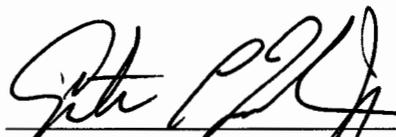
Mr. James B. Duncan
Division Chief of Aids to Navigation
8630 Duryea Drive
Sacramento, CA 95828-5819

Phone: (916) 689-9304
E-mail: dvcon@juno.com

VII. OTHER PROVISIONS

1. Any activity under this MOA by OCS, the USCG, and the USCGAUX is subject to the availability of appropriated funds and proper authorization.
2. Nothing herein is intended to conflict with current OCS, USCG, or USCGAUX directives. If the terms of this MOA are inconsistent with existing directives of any of the agencies entering into this MOA, then those portions of this MOA which are determined to be inconsistent shall be invalid; but the remaining terms and conditions of this MOA not affected by inconsistency shall remain in full force and effect. At the first opportunity for review of the MOA, such changes as are deemed necessary will be accomplished by either an amendment to this MOA or by entering into a new agreement, whichever is deemed expedient to the interest of all parties.
3. Should disagreement arise as to the interpretation of the provisions of this MOA, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area (s) of disagreement shall be reduced to writing by all parties and presented to the other parties 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.
4. Members of the USCGAUX are not acting as agents of the National Oceanic and Atmospheric Administration (NOAA). Chart Updating is specifically an authorized mission of the Coast Guard Auxiliary. When performing said mission, statutory protections afforded under Title 14 USC 823a shall be afforded to Auxiliarists who are assigned this duty in conformity with Commandant Instruction M16790.1E, Chapter 5, Paragraph K.8 and other polices established by Commandant Policy.

VII. SIGNATURES



COMO Everett L. Tucker, Jr.
National Commodore
U.S. Coast Guard Auxiliary

9/2/00
Date



CAPT. David B. MacFarland
Director, Office of Coast Survey
National Ocean Service, NOAA

8/28/00
Date



Mark S. Kern
Captain, U.S. Coast Guard
Chief Director of Auxiliary

9/2/00
Date

MEMORANDUM OF AGREEMENT

between the

**OFFICE OF COAST SURVEY
NATIONAL OCEAN SERVICE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

and the

UNITED STATES COAST GUARD

and the

UNITED STATES COAST GUARD AUXILIARY

1. PURPOSE AND SCOPE

This Memorandum of Agreement (MOA) outlines the basic responsibilities of the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Office of Coast Survey (OCS), Marine Chart Division, United States Coast Guard (USCG) and Coast Guard Auxiliary (USCGAUX) supporting the Chart Updating Program. Through this program the Coast Guard Auxiliary will voluntarily scan the water and land areas, looking for changing features that will be reflected on OCS navigational charts and related products.

2. REFERENCE AND AUTHORITY

- a.. Title 33, United States Code, Section 883b
- b. Title 14, United States Code, Section 141
- c. Title 14, United States Code, Section 821
- d. Title 14, United States Code, Section 823a
- e. Title 14, United States Code, Section 827 and 828
- f. U.S. Coast Guard Auxiliary Manual, Commandant Instruction 3700.10

3. RESPONSIBILITIES

a. The Office of Coast Survey agrees to:

- (1) Provide, on request, current editions of nautical charts and related products to each USCGAUX flotilla whose operational areas lies within the coverage of NOS charts. All requests for charts and related products will be processed through the designated USCGAUX officials.
- (2) Quarterly, provide a copy of the current "Dates of Latest Editions" for NOS products to designated USCGAUX officials.
- (3) Provide the necessary forms for USCGAUX members to submit Chart Updating reports.
- (4) Provide guidelines for data collection and for improvement of data collection and reports submitted.
- (5) Evaluate reports, award credit units for data submitted, and forward reports to the appropriate NOS office or other cartographic and mapping agencies of the United States and foreign governments, as required.
- (6) Maintain records of reports submitted and credit units awarded in the format established by mutual agreement of the parities.
- (7) Furnished USCG headquarters and the designated USCGAUX Staff Officer a report of monthly activities.
- (8) Promote interest and participation and provide assistance in Charting Updating training activities.
- (9) Prepare articles for publication in "The Navigator" and develop training materials to be used in Chart Updating training sessions.
- (10) Coordinate editorial review and provide reproduction of training materials developed jointly by OCS and USCGAUX.

b. The United States Coast Guard agrees to:

- (1) Provide guidelines for the administration, application, and further development of the Chart Updating Program.
- (2) Provide editorial and policy review, and approval of all publication and training materials developed by the USCGAUX, as they pertain to the Chart Updating Program.
- (3) Maintain a computer database for recording the performance, training and qualifications of the USCGAUX in support of the Chart Updating Program.
- (4) Stock and distribute reporting forms and other publications, and materials relating to the Chart Updating Program, through the Auxiliary National Supply Center.
- (5) Provide the funding for the administrative management and basic organizational support of the Chart Updating Program.

c. The United States Coast Guard Auxiliary agrees to:

- (1) Provide corrections, changes, and recommendations to revise or improve NOS nautical charts and related publications through the use of volunteer observers, and to furnish the same type of information affecting maps, charts, and related publications produced by other Federal Government agencies.
- (2) Establish and maintain the administrative procedures relative to the Chart Updating Program.
- (3) Promote further participation by Auxiliarists and provide and maintain a continuing educational program in the Charting Updating Program.
- (4) Write publications and service training materials relating to the Chart Updating Program and submit for OCS review and approval.

4. PERIOD

The terms of this MOA will become effective upon the signatures of the approving officials entering into this MOA. This MOA will remain in effect for 5 years from the effective date and may be renewed upon mutual written agreement by the approving officials entering into this MOA.

5. MODIFICATION/TERMINATION PROVISION

This MOA may be modified or amended at any time by a written agreement signed by the officials approving this MOA. Any party may terminate this MOA by providing at least 30 days' written notice to the officials approving this MOA. Approving officials shall review this MOA every three years to determine whether it should be revised or canceled. This MOA may be extended by a written agreement signed by the officials approving this MOA.

6. POINT OF CONTACT

The Point of Contact for the Office of Coast Survey:

Capt. Jim Gardner, NOAA
Chief, Marine Chart Division, N/CS2
1315 East-West Highway
Silver Spring, MD 20910-3282

Phone: (301) 713-2724
Fax: (301) 713-4516
E-mail: Jim.Gardner@noaa.gov

The Point of Contact for the U.S. Coast Guard:

LT Justin Harper, USCG
Office of Chief Director, Auxiliary (G-OCX-2)
Operations Division Chief
U.S. Coast Guard
2100 2nd Street, SW
Washington, D.C. 20593-0001

Phone: (202) 267-1011
Fax: (202) 267-4409
E-mail: jharper@comdt.uscg.mil

The Point of Contact for the U.S. Coast Guard Auxiliary:

Mr. George A. Pendergast
Division Chief of Aids to Navigation
43Peach Hill Road
Berlin, MA 01503-1013

Phone: (978) 838-7310
E-mail: comodone@charter.net

7. OTHER PROVISIONS

1. Any activity under this MOA by OCS, the USCG, and the USCGAUX is subject to the availability of appropriated funds and proper authorization.
2. Nothing herein is intended to conflict with current OCS, USCG, or USCGAUX directives. If the terms of this MOA are inconsistent with existing directives of any of the agencies entering into this MOA, then those portions of this MOA which are determined to be inconsistent shall be invalid; but the remaining terms and conditions of this MOA not affected by inconsistency shall remain in full force and effect. At the first opportunity for review of the MOA, such changes as are deemed necessary will be accomplished by either an amendment to this MOA or by entering into a new agreement, whichever is deemed expedient to the interest of all parties.
3. Should disagreement arise as to the interpretation of the provisions of this MOA, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area (s) of disagreement shall be reduced to writing by all parties and presented to the other parties 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.
4. Members of the USCGAUX are not acting as agents of the National Oceanic and Atmospheric Administration (NOAA). Chart Updating is specifically an authorized mission of the Coast Guard Auxiliary. When performing said mission, statutory protections afforded under Title 14 USC 823a shall be afforded to Auxiliarists whom are assigned this duty in conformity with the U.S. Coast Guard Auxiliary Manual and other polices established by the Commandant of the U.S. Coast Guard.

APPROVED BY:

APPROVED

Commodore Gene M. Seibert
National Commodore
U.S. Coast Guard Auxiliary

Date

APPROVED

Captain Roger L. Parsons
Director, Office of Coast Survey
National Ocean Service, NOAA

Date

APPROVED

Captain Barry P. Smith
Captain, U.S. Coast Guard
Chief Director of Auxiliary

Date