AGREEMENT BETWEEN

Federal Communications Commission and

United States Coast Guard

Relating to Marine Radio Problems

1. The Federal Communications Commission and Untied States Coast Guard agree to cooperate in a joint effort to improve marine radio communications in the United States. The program will be given a high priority to achieve increased awareness of radio procedures by the boating public. For the purposes of this agreement, cooperation simply means that both parties, in working toward a common goal, will support each other where it is deemed beneficial and keep each other informed. Work will continue under this agreement in applicable locations as described in paragraph (3) until the local marine groups indicate that safety is not being compromised by radio interference or until such other time as either party indicated its withdrawal.

2. Under the joint FCC-USCG marine radio program, FCC Regional personnel and Coast Guard District personnel will interact as follows:

   A. Conduct education and enforcement efforts;

   B. Exchange schedules and adjust duplicative coverage;

   C. Consult regularly through designated local personnel;

   D. As practicable, provide vessel transportation, direction finding service, and signal strength measurement service as requested by the other;

   E. On request, exchange data on observed violations;

   F. Consider warnings or sanction actions issued by the other when assessing forfeitures/civil penalties involving repeated violations;

   G. Periodica1ly issue a public pronouncement on conditions on marine radio;

   H. For all violations detected during joint FCC-USCG operations, employ either FCC or USCC penalty procedures, as determined appropriate by the local supervisors on the basis of which procedure will most effectively ensure future compliance; and

   I. Share any measures of effectiveness regarding this effort.

3. In order for the provisions of paragraph (2) of this Agreement to be applied in a location where a radio communication problem is identified by either party, the FCC Regional Director and the Coast Guard District Commander having cognizance over this location must enter into a local agreement. The purpose of the local agreement is to implement the provisions of paragraph (2) in the problem location. Regional Directors and District
Commanders are encouraged to make local agreement for problem locations citing this national agreement as authority.

4. The above outlined cooperative program is hereby agreed to by signatures.

R.A. Bauman

Rear Admiral R.A. Bauman
Chief, Office of Navigation
United States Coast Guard

Date: 5/18/83

Richard M. Smith

Richard M. Smith
Chief, Field Operations Bureau
Federal Communications Commission

Date: 5/23/83

MEMORANDUM OF UNDUSTANDING
BETWEEN

UNITED STATES COAST GUARD
AND
MILITARY TRAFFIC MANAGEMENT COMMAND

Subject: Port Safety and Security:

l. PURPOSE: To insure coordinated peacetime port safety and security support and to facilitate the deployment or mobilization of Armed Forces and accompanying resupply efforts.

2. GENERAL

a. The provisions of this memorandum apply to the safety and security of military and commercial ports used for the movement of DOD cargo, in peacetime and in the event of deployment or mobilization.

b. Subject to operational and budgeting constraints, both parties agree to:

(1) Establish and maintain joint communications at Headquarters and interface at affected ports to expedite. the safe and secure movement of cargo throu8h the ports. Where possible, a joint operations center will be established at affected deployment mobilization ports.

(2) Exchange data on all matters which affect safety and security of the port or the cargo.

(3) Assure mutual p4rticipation and interaction of safety and security elements at each affected, port.

(4) Perform joint exercising of mutually selected contingency and mobilization plans.

3. DEFINITIONS: As used in this memorandum, the following terms are defined:

a. “Captain of the Port” is that Coast Guard officer designated by the Commandant for the purpose of giving immediate direction to Coast Guard law enforcement activities within his assigned areas Captains of the Port enforce port safety and security regulations, including, without limitation, regulations for the protection and security of vessels, harbors, and waterfront facilities; anchorages; security zones; safety zones; and ports and waterways safety (ref: 33 CFR 1.01-30 and 6.01-3).

b. “Marine Safety Zone (MSZ)U is geographically synonymous with the boundaries of the Captain of the Port (COTP) zones as described in 33 CFR. Normally activated during national emergencies, the MZS organizes all USCG resources and activities within the zone under command of a designated Coast Guard officer.

c. "Marine Safety Zone Commander" is that Coast Guard officer who will assume overall operational control of Coast Guard resources and activities within the Marine Safety Zone when activated. The MSZ Commander will normally be the COTP in each outport.

d. "Waterfront facility" means all piers, wharves, docks, and similar structures to which vessels may be secured; areas of land, water, or land and water under and in immediate proximity to them; buildings on such structures or continuous to them and equipment and materials on such structures or in such buildings (ref: 33 CFR 6.01-4).

e. "Security zone" means all areas of land, water, or land and water, which are so designated by the Captain of the Port for such time as he deems necessary to prevent damage or injury to any vessel or waterfront facility, to safeguard ports, harbors, territories, or waters of the United States or to secure the observance of the rights and obligations of the United States. (ref: 33 CPR 6.01-5 and 33 CFR 127).

f. "Safety zone" means a designated water area, shore and water area, or shore area to which, for safety or environmental purposes, access is limited to persons, vehicles, vessels, or objects authorized by the Captain of the Port. It may be stationary and described by fixed limits or it may be described as a zone around a vessel in motion. (ref: 33 CIR 165.05)..

g. "Transportation Terminal Unit" means a M7}IC designated unit having a mission to provide traffic management, and monitor commercial contracts, for the movement of DOD cargo, including unit equipment, resupply, and retrograde shipments, through designated port facilities, as directed by MTMC area command. When reserve TTUs are mobilized, they will activate or augment MTMC Outports as needed.

h. "Outport" means a M~IC activity having a mission to plan for and ensure the expeditious movement of DOD sponsored cargo through designated commercial facilities. The mission is accomplished by contract(s) managed by outport personnel.

i. "Military port" means a military owned and operated port that provides regular terminal services, such as receipt, processing, staging, loading, and unloading of DOD cargo aboard ships.

4. RESPONSIBIUTIES:

a. The Military Traffic Management Command (MTMC) manages the transportation of military cargo to and through military and commercial ports via the Defense Transportation System, and will:

(1) Provide for physical security and safety for all waterfront facilities owned/leased by MTMC and of all cargo within those facilities.

(2) Coordinate with Captains of the Port or Marine Safety Zone Commanders to implement necessary improvements that will enhance safety and security of military and commercial waterfront facilities used by MTMC.

(3) Coordinate with Coast Guard and deploying unit personnel to insure cargo movement and loading in a safe and secure manner in accordance with applicable laws and exemptions.

(4) Provide the following information t9 the Coast Guard concerning deployment or mobilization as soon as available:

(a) Identification of deploying unit(s) and itineraries.

(b) Port(s) of embarkation and alternate(8).

(c) Ships to be utilized and estimated tonnage.

(d) Cargo description (include unit basic load ammunition and other sensitive cargo), mode(s) of transportation, routes, and estimated times of arrival.

(e) Transportation Terminal Unit (TTU) assignment to commercial part(s), estimated and actual arrival at port(s), TTU Commander identification, waterfront facilities to be occupied.

(f) Description of MTMC safety and security element (military and contract) at each port affected, and identification of element chief.

(g) Access roster to waterfront facilities used by MTMC and description of type of security identification used.

(5) Through the Outport Commander, coordinate with the Captain of the Port or .Marine Safety Zone Commander in establishing the size and location of commercial port staging areas for deployment or mobilization.

b. The United States Coast Guard has primary statutory port safety and security responsibility and through the Captain of the Port or Marine Safety Zone Commander (when designated the COTP), will:

(1) Coordinate port safety and security support in peacetime and for deployment/mobilization and/or resupply effort.

(2) Establish and maintain security zones and safety zones-necessary to support processing and movement of military cargo.

(3) Inspect commercial port facilities leased by MTMC and' coordinate with MTMC Outport Commander to implement necessary improvements of the safety and security posture of the facility.

(4) Inform MTMC on changes in port safety and security status as affects cargo movement/loading.

(5) Permit rapid vessel loading of cargo, including unit basic load and other sensitive cargo. Supervision will be conducted within provisions of federal law and applicable Department of Transportation exemptions.

(6) Provide for waterside security at all ports used to transship DOD cargo or deploy military units.

(7) Insure that all persons who require access to waterfront facilities possess satisfactory security identification credential.

5. IMPLEMENTATION:

a. Provisions of this agreement shall be effective for planning and coordination when signed. On notification to either agency by National Command Authority of an actual deployment or mobilization, HQ MTMC and HQ USCC will transmit implementation direction to their respective subordinate commands.

b. Information that is necessary to implement the provisions of this £90U will be provided jointly as soon as available and by the fastest available secure means.

c. Communications will be established between the Coast Guard Command Center and the MTMC Operations Center to implement provisions if this memorandum as a part of the Contingency Response (CORE) Program for an actual dep1oyment/mobilization or specified jointly undertaken exercises. Communications between the Coast Guard Captain of the Port or Marine Safety Zone Commander and the military port or Outport Commander will be established immediately on declaration of actual hostilities or jointly conducted exercises for deployment/mobilization.

d. Coast Guard and MTMC safety and security elements shall participate jointly in the annual REFORGER exercise at selected ports. Additional joint exercises may be undertaken as agreed upon by both parties.

e. The Coast Guard's statutory port safety and security responsibility will nor be affected by the transfer of the Coast Guard to the Department of the Navy in time of war or emergency.

f. This memorandum will remain in effect until rescinded by either party. Changes may be made at any time as agreed upon by both parties.

JOHN D. BRUEN
Major General, USA
Commander,
Military Traffic Management Command

B. F. HOLLINGSWORTH
Rear Admiral, USCG
Chief,
Office of Marine Environment
and Systems

8 MAR 1983

8 MAR 1983

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES COAST GUARD
U.S. DEPARTMENT OF TRANSPORTATION
AND THE
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
U.S. DEPARTMENT OF LABOR
CONCERNING THEIR AUTHORITY TO
PRESCRIBE AND ENFORCE STANDARDS OR REGULATIONS

AFFECTING THE OCCUPATIONAL SAFETY AND HELTH OF SEAMEN
ABOARD VESSELS INSPECTED AND CERTIFICATED BY THE
UNITED STATES COAST GUARD

PURPOSE. It is the purpose of this memorandum of understanding (MOU) to set forth clearly the boundaries of the authority of the United States Coast Guard (Coast Guard) of the U.S. Department of Transportation and the Occupational Safety and Health Administration (OSHA) of the U.S. Department of Labor in prescribing and enforcing standards or regulations affecting the occupational safety and health of seamen aboard vessels inspected and certificated by the Coast Guard (hereinafter “inspected vessels”). This MOU is intended to eliminate confusion among members of the public with regard to the relative authorities of the two agencies. Nothing in this MOU pertains to uninspected vessels. The Coast Guard and OSHA agree to work together to fulfill their respective authorities.

AUTHORITY OF THE COAST GUARD. The Coast Guard is the dominant federal agency with the statutory authority to prescribe and enforce standards or regulations affecting the occupational safety and health of seamen aboard inspected vessels. Under the Vessel Inspection Laws of the United States. the Coast Guard has issued comprehensive standards and regulations concerning the working conditions of seamen aboard inspected vessels.

These comprehensive standards and regulations include extensive specific regulations governing the working conditions of seamen aboard inspected vessels as well as ample general authority regulations to cover these seamen with respect to all other working conditions that are not addressed by the specific regulations. These standards and regulations are generally set forth at 4G C.F.R. Chapter I. and in the Coast Guard’s Marine Safety Manual end its Navigation and Vessel Inspection Circulars.

AUTHORITY OF OSHA. OSHA has a general statutory authority to assure safe and healthful working conditions for working men and women under the Occupational Safety and Health (OSH) Act of 1970 Section 4(b)(1) of the OSH Act defines the relationship between OSHA and the other federal agencies whose exercise of statutory responsibilities may affect occupational safety and health. Based on OSHAs interpretation of section 4(b)(1). and as a result of the Coast Guard’s exercise of its authority. described above, OSHA has concluded that it may not enforce the OSH Act with respect to the working condition of seamen aboard inspected vessels. Nonetheless, OSHA retains the following responsibilities.

OSHA retains its authority under section 11(c). of the OSH Act, which forbids discrimination in any manner against employees who have exercised any right afforded them under the OSH Act. Pursuant to this provision, OSHA has the authority to require vessel owners to post a notice that informs employees of their right to complain about working conditions to the Coast Guard, OSHA, or the employer and to be free from retaliatory discrimination. OSHA has' concluded that its exercise of authority under section 11(c) is not precluded by the scope of section 4(b)(1) of the OSH Act.

OSHA agrees to refer to the Coast Guard, for its consideration, any complaints, other than section 11(c) discrimination complaints, OSHA receives from seamen working aboard inspected vessels. However, the Coast Guard, consistent with the statement of its authority above, has the sole discretion to determine; under its applicable standards and regulations, whether the events complained of constitute hazardous conditions and the extent of any remedy that may be required.

RECORDKEEPING. OSHA and the Coast Guard will continue to discuss the extent of their respective jurisdictions to require owners of inspected vessels to keep record: concerning occupational injuries and illnesses. This MOU does not resolve any issues concerning recordkeeping obligations.

EFFECTIVE DATE AND PUBLICATION. This MOU shall take effect upon signature by the parties. It shall be promptly published in the Federal Register.

Commandant
United States Coast Guard
U.S. Department of Transportation

Date: 3-8-83

Assistant Secretary for
Occupational Safety and Health
U.S. Department of Labor

Date: _____

MEMORANDUM OF AGREEMENT
BETWEEN THE DEPARTNMENT OF TRANSPORTATION
AND THE DEPARTMENT OF THE ARMY

1. Authority: Section 404(q) of the Clean Water Act.

2. Purpose: The purpose of this agreement is to establish policies and procedures to implement Section 404(q) of the Clean Water Act to "minimize, to the maximum extent practicable, duplication, needle8s paperwork and delay8 in the issuance of permits."

3. Applicability; Review of Department of the Army permit applications under:

   a. Section 10 of the River and Harbor Act of 1899.

   b. Section 404 of the Clean Water Act.

   c. Section 103 of the Ocean Dumping Act.

4. General Rules: Policy and procedures for review of permit applications are in 33 CFR 320-330. Procedures for preparation of environmental documentation including lead and cooperating agency responsibilities are in 40 CFR l5OO~l508.

5. Policy:

   a. In the vast majority of the cases, the Department of Transportation (DOT) will be the lead agency and Army will be the cooperating agency for 'EPA documentation, for compliance with NEPA procedures and for all other procedures involving both agencies.

   b. Both agencies will cooperate fully in early and continuing coordination during development of projects, environmental documentation, and public involvement processes, including joint public notices and, if required, joint hearings.

   c. Each agency will recognize the overriding need to eliminate duplication and will accept to the maximum extent possible decisions and environmental documentation of the other agency with respect to the other agency's responsibilities and expertise.

   d. The Army will limit its review to the immediate geographic area of the specific activity requiring a Department of Army permit.

   e. The Department of Transportation fully supports the Department of the Army’s development of general permits for DOT activities which will eliminate duplication of effort between agencies.

6. Procedures for Elevating Cases:

   a. If a District Engineer (DE) proposes to deny or to condition in a substantial and unacceptable manner a permit involving an activity to be constructed or wholly or partially

funded by DOT, the DE will 80 notify in writing the applicant and the DOT agency responsible for the project and will defer final action for 15 working days unlearn otherwise instructed by the Assistant Secretary of the Army for Civil Works (ASA(CW)).

b. Within 15 working days of the DE's letter, the head of the DOT agency responsible for the project Ray request of the ASA(CW) that the case be reviewed by higher authority. The request will be written and will provide a discussion of the issues and how they impact on national transportation policies.

c. Within 15 working days of the date of the letter from the DOT agency, the ASA(CW) will decide whether or not the case will be reviewed at a higher level and, if so, at which level the final decision will be made. He will notify in writing the agency officials involved.

d. In the vase majority of cases, the entire elevation process, when activated, should be completed within 90 calendar days of the DE's notice of intent to issue a permit. In no case should the elevation process exceed 120 calendar day.. The official designated to decide an elevated case will reach his decision within the time specified and will immediately notify the applicant and appropriate officials of both agencies.

e. Each agency will ensure that all letters to the other agency as required by this paragraph will be received within one day of signature using messenger, electronic transmittal or other appropriate means.

7. Coast Guard Bridge Permits: This agreement doe. not contravene the U.S. Coast Guard/Chief of Engineers Memorandum of Agreement dated April 18, 1973. However, DOT and Army will seek to reduce duplication in their respective permitting roles associated with bridges.

8. This agreement will be effective on the last signature date below and will continue in effect for five years unless sooner modified or revoked by agreement of both parties.

9. The Memorandum of Agreement between the Secretary of Transportation and the Secretary of the Army on permit processing dated March 24,1980, is hereby terminated.

Andrew L. Lewis, Jr. Secretary of Transportation	John O. Marsh, Jr. Secretary of the Army
JAN 18, 1983	18 DEC 1982