

INTERAGENCY AGREEMENT
BETWEEN THE
U.S. ARMY CORPS OF ENGINEERS
AND THE
U.S. COAST GUARD

ARTICLE I - GENERAL INFORMATION

The U.S. Army Corps of Engineer8 (COE) and the U.S. Coast Guard (USCG) share surveillance and enforcement responsibilities over federally contracted activities which are associated with Federal Navigation Projects and which entail dredged material disposal operations in ocean water8. Section 107(c) of the Marine Protection, Research, and Sanctuaries Act of 1972 directs the USCG to conduct surveillance and other appropriate enforcement activity to prevent unlawful transportation of material for dumping or unlawful dumping. The COE has a responsibility to insure that its funded activities associated with Federal Navigation Projects are conducted in accordance with contractual specifications. Title 33 CFR 209.145(j) directs district engineers to insure that disposal activity is conducted in conformance with the project plans and procedures expressed in the Statement of Findings.

ARTICLE II - PURPOSE

The parties have entered into this Agreement to promote the effective utilization of their respective resources while engaged in surveillance and enforcement of federally contracted ocean dumping activities associated with Federal Navigation Projects.

ARTICLE III - CAPABILITIES

The USCG has multi-mission resources deployed throughout the coastal region which engage in ocean dumping surveillance and other marine-related activities and which have been directed to report all suspicious ocean dumping activities. Operations permitting, these resources are available to investigate specific activities as directed.

The COE as the agency responsible for Federal Navigation Projects, engages in surveillance efforts to insure that contract dumping is conducted in conformance with the project plans and procedures expressed in the Statement of Findings. The COE has specific knowledge as to the location, extent, and types of activities which involve ocean dumping of dredged material, and as to past performance records of contractors engaged in these activities. Thus, the COE is best able to direct a multi -agency ocean dumping surveillance and enforcement effort over these activities.

ARTICLE IV - RESPONSIBILITJES

The COE and the USCG will work in close cooperation with respect to surveillance and enforcement activities over contractors engaged in the disposal of dredged material in ocean waters associated with Federal Navigation Projects; however, the COE recognizes that it has the primary surveillance and enforcement responsibility over these activities.

The COE will direct the surveillance effort over COE contract dampers engaged in ocean disposal activities.

The COE will conduct surveillance over COE contract dampers engaged in ocean disposal activities and may augment this effort with available USCC resources.

The USCG will continue its surveillance efforts over COE contract barges engaged in ocean dumping in the New York and San Francisco areas.

To facilitate optimum scheduling, the COE will notify the USCG in a timely manner of the COE's desires for specific surveillance missions. Requests will identify the geographical area, time of surveillance, and other specifics as may be needed to conduct an effective surveillance operation.

The USCG will, operations permitting, respond to requests from the COE for surveillance missions to oversee specific COE contract dumping activity.

The USCG will notify the COE of the results of any specifically requested surveillance missions.

While engaged in its various mission activities, the USCG will continue to be on the alert for suspicious ocean dumping operations.

ARTICLE V - BUDGETARY RESPONSIBILITIES

Each agency will fund all costs it incurs under this Agreement. Additionally, agreements that involve fund reimbursement in connection with specific activities may be entered into before the activity is undertaken.

ARTICLE VI - AMENDMENTS

This Agreement may be amended from time to time as may be mutually agreeable to the parties thereto.

ARTICLE VII - TERMINATION

This Agreement may be terminated by either party upon 60 days advance written notice thereof to the other party.

Done this Seventh day of September, 1976, at the City of Washington.

For the U.S. Army Corps of Engineers:

ERNEST GRAVES
MG, U. S. ARMY
DIRECTOR OF CIVIL WORKS

For the U. S. Coast Guard:

ROBERT H. SCARBOROUGH
RADM, U. S. COAST GUARD
CHIEF OF STAFF

MEMORANDUM OF UNDERSTANDING BETWEEN THE OCCUPATIONAL SAFETY
AND HEALTH ADMINISTRATION OF THE DEPARTMENT OF LABOR AND
THE UNITED STATES COAST GUARD OF THE DEPARTMENT OF TRANSPORTATION

This Memorandum of Understanding Is entered Into by the Occupational Safety and Health Administration (OSHA), Department of Labor, and the United States Coast Guard (USCG), Department of Transportation;

I. Purpose - This Memorandum of Understanding Is entered Into for the purpose 0

- (1) providing the basis upon which OSHA and the. USCG shall cooperate on occupational safety and health matters pertaining to diving operations;
- (2) Implementing. and enforcing the OSHA Emergency Temporary Standard (ETS) on diving operations, to be published In June 1976. Issued pursuant to Section 6(c) of the Occupational Safety and Health Act (the Act), 29 USC 655;
- (3) coordinating logistical support necessary to the proper conduct of ETS regulatory activities;
- (4) providing a procedure for interagency consideration of questions of respective Agency responsibilities which may arise in the course of administering the ETS;
- (5) providing for a tentative joint rulemaking procedure for developing permanent standards (regulations) for diving operations.

II. Implementing Procedures

- (1) General
 - a. The Assistant Secretary of Labor for OSHA and the Commandant shall each designate one senior official, who shall be for coordinating and effectuating the provisions of this Memorandum.
 - b. Each Agency shall establish procedures for the dissemination to the other Agency of Information and documents pertinent to enforcement of the ETS.
- (2) Enforcement of ETS:
 - a. Inspections of work sites involving vessels inspected by the USCG, deepwater ports. and artificial Islands. and fixed structures on the Outer Continental Shelf, shall be made jointly by personnel from each Agency. Citations issued by OSHA as a for violations of the ETS, and proceedings on these citations shall be pursuant to the Act and implementing regulations.
 - b. Accident and complaint Investigations shall have priority over general scheduled inspections.
 - c. Inspection scheduling shall be coordinated between the Agencies by the OSHA area director and the local USCG Officer-In-Charge, Marine Inspection.

- d. Inspections of all other work sites covered by the ETS (e.g., uninspected vessels, piers and submerged structures) shall be made jointly by compliance officers from each Agency, except where at the determination of the USCG such USCG personnel are not readily available.
- e. No advance notification of inspections shall be given to the employer/operator of affected work sites except where notice is necessary to assure the safe arrival and departure of compliance personnel.

(3) Logistics and Support

- a. Pursuant to 14 USC 141, the USCG may provide OSHA such logistical and administrative support as may be required to implement the ETS.
- b. When access to an offshore worksite is required, the USCG may furnish transportation to compliance personnel. When in the judgment of the U.S. Coast Guard District Commander such resources are not reasonably available because of other Coast Guard missions of higher priority, the OSHA area director may secure transportation from private charter sources.

III. Interpretations and Policy Development

(1) Interpretation of Memorandum:

- a. Each Agency shall interpret its assigned responsibilities in a manner which best achieves the purposes of this Memorandum.
- b. In the event a dispute arises concerning interpretation of this Memorandum, the matter shall be brought as soon as possible to the attention of the OSHA regional Administrator and the local USCG District Commander for resolution.
- c. If it shall be promptly who shall confer and matter is unable to be solved at the local level, referred to the designated senior Agency officials, seek mutual resolution.

(2) Policy Coordination:

- a. A committee composed of three representatives of each Agency shall be established to:
 - (1) evaluate regulatory policy of the Agencies with respect to commercial diving;
 - (2) review legislative initiatives affecting the scope of this Memorandum, and
 - (3) coordinate Agency positions regarding legal issues raised in the course of enforcing or administering the ETS.

IV. Procedure for Promulgating a Permanent Standard (Regulation)

(1) General:

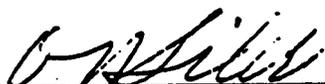
- a. To the maximum extent possible under existing statutes and regulations, each agency shall cooperate fully with the other to promulgate a final permanent standard (regulation) within six months from the effective date of the ETS.
- b. Agency resources and expertise shall be shared and exchanged for the duration of the project.
- c. All relevant information and data shall be freely exchanged.
- d. Necessary agency clearances and approvals shall be expedited and given priority status.

(2) Conduct of the Rulemaking Procedure:

- a. If practicable, public activities pursuant to this rulemaking activity shall be conducted under the joint auspices of OSHA and the USCG.
- b. To the maximum extent possible, all documents relevant to the conduct of the rulemaking proceedings shall be jointly developed.
- c. Public input, including opportunities for hearings and comments shall be maximized and encouraged.
- d. In developing and scheduling procedures for the conduct of this rulemaking, each agency shall satisfy its own procedural requirements.
- e. Every effort shall be made to obtain a final rule which is mutually satisfactory both as to substantive content and agency jurisdiction.

V. Limiting Provision - This Memorandum of Understanding shall be limited to matters pertaining to occupational safety and health in diving operations.

VI. Effective Date - This Memorandum of Understanding shall take effect simultaneously with the publication of the ETS in the Federal Register, and shall terminate upon the effective date of Coast Guard standards on occupational safety and health matters pertaining to diving operations. This Memorandum may be amended at any time by mutual written agreement of the Agencies and may be terminated by either agency upon thirty days notice.



Commandant
U.S. Coast Guard
Department of Transportation

Date: 9 JUN 1976



Assistant Secretary for
Occupational Safety and Health
Department of Labor

Date: June 9, 1976

BETWEEN THE
DEPARTMENT OF TRANSPORTATION
AND THE
DEPARTMENT OF THE INTERIOR
REGARDING OFFSHORE PIPELINES

I. Introduction

The Department of Transportation (DOT) has the responsibility for promulgating and enforcing safety regulations for the transportation of gases and hazardous liquids by pipeline.

The DOT regulatory responsibilities include all offshore pipelines both on State lands beneath navigable waters as that area is defined in the Submerged Lands Act (43 U.S.C. 1301 et seq.) and on the Outer Continental Shelf (OCS) as that area is defined in the Outer Continental Shelf Lands Act (OCS Act) (43 U.S.C. 1331 et seq.). The DOT administers the following laws as they relate to pipelines: (1) the Natural Gas Pipeline Safety Act of 1968, as amended (49 U.S.C. 1571 et seq.); (2) the Transportation of Explosives Act (18 U.S.C. 831-835); (3) section 28 of the Mineral Leasing Act, as amended (30 U.S.C. 15); (4) the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.); and (5) the Deepwater Port Act of 1974 (33 U.S.C. 1501 et seq.).

The Department of the Interior (DOI) has certain responsibilities under the OCS Act including the issuing of rights-of-way and rights-of-use and easements for the construction of pipelines on the OCS and enforcing regulations necessary for the prevention of waste and conservation of natural resources of the OCS.

In recognition of each of the parties' respective regulatory responsibilities, the DOT and the DOI agree that a memorandum of understanding is needed to avoid duplication of regulatory efforts regarding offshore pipelines and to maximize the exchange of relevant information.

II. Responsibilities of the Parties

For the foregoing reasons, the DOT and the DOI agree to the following division of offshore pipeline regulatory responsibilities:

DOT Responsibilities

1. The DOT will establish and enforce design, construction, operation, and maintenance regulations for those pipelines extending to the shore from the outlet flange at -
 - (i) each facility where hydrocarbons are produced, or
 - (ii) each facility where produced hydrocarbons are first separated, dehydrated, or otherwise processed,

whichever facility is farther downstream, including subsequent on-line transmission equipment but not including any subsequent production equipment. The diagram attached as an addendum illustrates the pipeline facilities regulated by DOT that are described in this paragraph.

2. The DOT will send copies of all contemplated Notices of Proposed Rule Making (NPRMs) concerning offshore pipelines to the DOI, before they are published in the Federal Register, for review by the DOT. However, publication of NPRMs by the DOT is not contingent upon the receipt of comments from the DOT.

DOT Responsibilities

1. The DOT will establish and enforce design, construction, operation, and maintenance regulations for offshore pipelines extending upstream from the outlet flange described in paragraph 1 of the “DOT Responsibilities” set forth in this Memorandum of Understanding into each production well on the OCS.
2. The DOT will send copies of all contemplated NPRMs and OCS Orders concerning offshore pipelines to the DOT before they are published in the Federal Register for review by the DOT. However, publication of NPRMs and OCS Orders in the Federal Register is not contingent upon the receipt of comments from the DOT.
3. The DOI, in issuing rights-of-way, rights-of-use, and easements on the OCS for offshore pipelines which are subject to DOT’s offshore pipeline regulations, will condition those rights and easements on the pipelines being design, constructed, operated, and maintained compliance with the applicable DOT regulations.
4. The DOI which receives, reviews, and as appropriate, approves operator’s plans for development of the OCS, including plans for construction of pipelines on the OCS, will provide copies of those plans to the DOT.
5. The DOI which receives and processes applications and prepares environmental assessment for rights-of-way, rights-of-use, and easements for pipelines to be constructed on the OCS, will provide copies of those applications and assessments to the DOT.
6. The DOI which performs pipeline management studies as necessary in newly developing areas on the OCS where pipeline systems do not exist or are poorly developed, will provide copies of those studies to the DOT.

Joint Responsibilities

1. The DOT and DOI will coordinate all of their respective research and development projects concerning offshore pipelines.
2. The DOI will perform inspection and enforcement activities necessary to enforce its regulations and OCS Orders relating to pipelines on OCS. With respect to other offshore pipelines originating on OCS and subject to DOT regulations, the DOT and DOI will coordinate and perform inspection activities. In the later case, the DOT will perform enforcement activities and the DOI will provide the DOT with reports of DOI inspections for such further enforcement actions as may be appropriate.

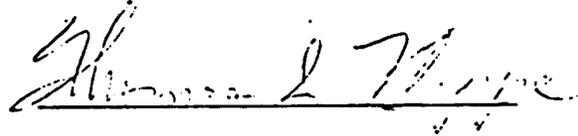
3. At least once each calendar year, DOT and DOI will jointly review all existing standards, regulations, orders, and operating practices concerning pipelines on the OCS.

FOR THE DEPARTMENT
OF TRANSPORTATION:

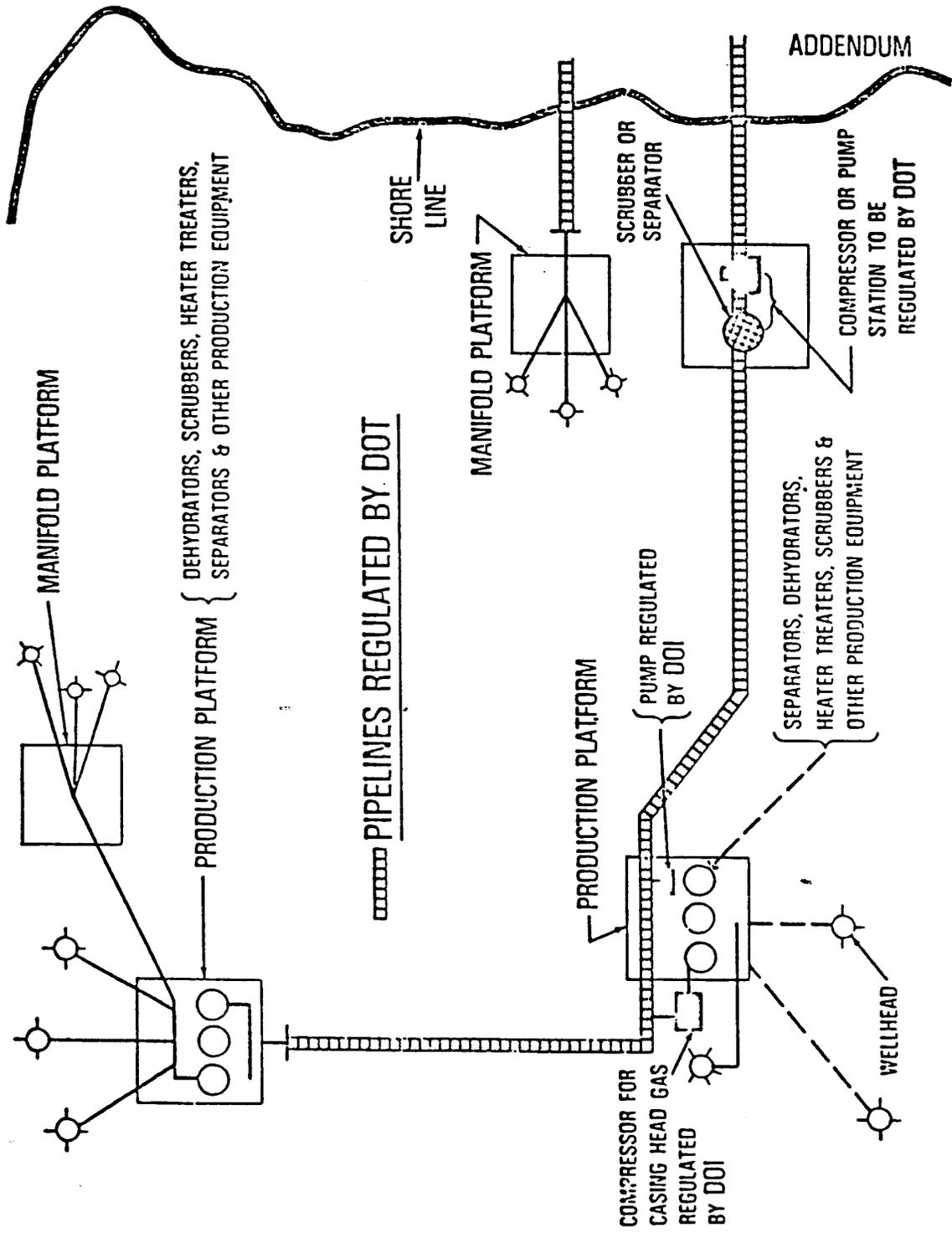


Handwritten signature of William J. Blum, Director of the Department of Transportation, written over a horizontal line.

FOR THE DEPARTMENT OF THE
INTERIOR:



Handwritten signature of Thomas L. Hayden, Director of the Department of the Interior, written over a horizontal line.



MEMORANDUM OF UNDERSTANDING BETWEEN
RMSDS COORDINATOR, CONMANDER, MILITARY SEALIFT COMMAND, U.S. NAVY
AND
CHIEF, OFFICE OF MERCHANT MARINE SAFETY, U.S. COAST GUARD

1. Purpose. This agreement sets forth, in general terms, the procedure to be followed by the U.S. Navy with regard to installation of a Reserve Merchant Ship Defense System (RMSDS) PROTOTYPE aboard a U.S. commercial cargo ship, for purposes of test and evaluation, while engaged in a domestic voyage. For purposes of this agreement, the term domestic voyage means any voyage which is not defined as an international voyage under Reg. 2(d) of the International Convention for the Safety of Life at Sea of 1960, 16 UST 185, TIAS 5780; e.g., domestic voyage does not include a voyage between the continental U.S. and the territories or possessions of the U.S.
2. Background. The Reserve Merchant Ship Defense System prototype is a mobile self-contained van complex assembled aboard a commercial container ship for the purpose of supporting a helicopter detachment providing anti-submarine warfare protection to convoys in time of war or national emergency. By letter dated 2 May 1975, Assistant Deputy Chief Naval Operations (Air Warfare) requested Coast Guard participation in the project in order to preclude the fabrication of design and hardware not in conformity with existing statutory and regulatory requirements.
3. Action. Coast Guard plan approval is review and acceptance of final construction drawings and specifications in order to insure that an installation will meet the requirements of navigation and vessel inspection laws and regulations. Accepted plans are stamped approved subject to comments contained in an accompanying letter. Equivalencies which show compliance with the intent of regulation will be so noted and approved. Since a commercial cargo ship with the prototype installed cannot fully comply with inspection laws and regulations, Coast Guard action will be oriented toward permitting a specific vessel with the installed prototype, to sail with a Certificate of Inspection subject to written waivers specifically requested by the Secretary of Defense (or his delegate). It is not intended that all or any part of the RMSDS prototype be considered Coast Guard approved for any other installation or application.
4. Waiver/Equivalency. Where it is intended to permit use of items, materials, or procedures not in compliance with existing regulations, substitution shall be requested in accordance with 46 CFR 90.15. Where equivalency cannot be established and no alternative approach is available, a waiver based on national defense requirements must be requested by the Secretary of Defense or his delegate, as authorized by 64 Stat. 1120. Application for waiver shall be in accordance with Part 6.06 of 46 CFR.
5. Inspection. The Coast Guard may require that components of the RMSDS prototype be inspected during fabrication, and be accepted by a Coast Guard or other designated inspector; or be approved by a recognized standards or classification society.
6. Liaison. In order to facilitate the flow of information, single points of contact will be designated in the Coast Guard, Office of Merchant Marine Safety and the Navy, to act as coordinators for all activities regarding ship facilities, safety, and other matters of concern to the Coast Guard. The Coast Guard liaison will interface with project contractors and subcontractors only through J. J. McMullen Associates, Inc.

7. Research and Development. Any cooperative research and development effort between the U.S. Coast Guard and the U.S. Navy will be the subject of a separate memorandum.
8. Installation. This memorandum does not cover the subject of authorization by the vessel's owner for installation of RMSDS prototypes on commercial vessels. Agreement on this matter shall be a matter of separate negotiation between the U.S. Navy and the vessel owner.

/s/ W. M. Benkert
W. M. BENKERT
RADM, USCG
Chief, Office of Merchant
Marine Safety
Date: 2/10/76

/s/ S. H. Moore
S. H. MOORE
RADM, USN
Commander, Military
Sealift Command
Date: FEB 11 1976

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CHIEF OF NAVAL OPERATIONS
AND
COMMANDANT, U.S. COAST GUARD

BACKGROUND

The energy crisis has spurred demands for rapid development of domestic assets on the Continental Shelf. Several floating nuclear power plants are under commitment; the nearly 2,000 oil platforms and 12,000 miles of pipeline offshore will greatly increase in number and extend out into water well over 1,000 feet in depth by the 1980's while offshore oil terminals are likely to be constructed as much as 20 miles off the nation's several coasts. In fact, such offshore assets could account for 30 percent of U.S. energy needs by 1985. Offshore assets, however, can be destroyed, and major industrial efforts halted with associated marine pollution by simple, inexpensive sabotage techniques. Despite this situation, adequate detection, defense, and related damage control systems against such illegal assaults are not presently in use on offshore oil platforms.

The primary means of such protection should be provided in-house by the owners/operators via alarm systems, sensors against surface and subsurface intruders, security patrols, compliance with Federal safety and pollution regulations, etc. However, there may be a need for appropriate Federal agencies to provide waterside surveillance and to have at hand a viable capability to respond quickly in the face of suspected or actual attacks on offshore facilities.

At the present time a study is being conducted by the Joint Chiefs of Staff addressing specific mission and legal responsibility and authority for the protection of offshore assets. In addition, the current Law of the Sea Conference is considering the breadth of territorial seas, "economic zones" and extraction of undersea resources. The final conclusions of this conference may impact directly upon the nature of the legal authority for protection of offshore assets outside the territorial limits.

CONCLUSION

In view of the major significance of these important national assets, it is considered this interim memorandum of understanding is necessary until guidance by higher authority becomes available.

INTERIM RESPONSIBILITIES

The Navy recognizes the United States Coast Guard's statutory responsibility for safety and rescue of civilians at sea and further recognizes the Coast Guard maritime law enforcement responsibility.

In order to maximize exploitation of the current Navy research and development technology base and to provide for a more advantageous employment of the Navy research and development output, the Navy and Coast Guard will cooperate in the identification of specific problem areas related to the protection of offshore assets. Specific research and development projects that address these problem areas will be considered in the development of the Navy Department's overall research and development program.

The Coast Guard will cooperate with the Navy development, testing and evaluation efforts.

/s/ O. W. SILER
Admiral, U.S. Coast Guard
12 January 1976

/s/ J. L. HALLOWAY
Admiral, U.S. Navy