MEMORANDUM OF UNDERSTANDING

between the

U.S. ARMY CORPS OF ENGINEERS, the U.S. COAST GUARD,

and the

U.S. COAST GUARD AUXILIARY

ARTICLE I. PURPOSE, AUTHORITY, AND REFERENCES

A. This Memorandum of Understanding (MOU) is entered into by the United States Army Corps of Engineers (Corps), the United States Coast Guard (USCG) and the Coast Guard Auxiliary (USCGAUX) (the Parties) for the purpose of establishing a mutual framework governing the respective responsibilities of the Parties for providing coordinated homeland security efforts on the Nation's waterways, and advancing public water safety and security awareness and compliance with State and Federal regulations. This MOU is entered into pursuant to 14 U.S.C. 141 and 14 U.S.C. 822 and/or 33 U.S.C. 569c, which authorizes the Corps to accept volunteer services.

B. Incorporated into this MOU by reference is the current Coast Guard Auxiliary Manual, COMDTINST M16790.1F and the current Coast Guard Auxiliary Directory of Services. As the Coast Guard Commandant revises the authorities of the Auxiliary, this document shall not conflict with those changes.

ARTICLE II. SCOPE

A. The Corps, USCG and the USCGAUX share similar concerns and responsibilities for our Nation's inland navigable waterways. The objective of this MOU is to allow each of the Parties to cooperate in areas including, but not limited to, increasing educational outreach, ensuring the accuracy of electronic aids to navigation, providing homeland security assistance initiatives, search and rescue efforts, and conducting vessel safety checks. This agreement will encourage communications among the agencies, allow the agencies to share information and technology, and provide continuity of navigation assistance throughout navigable waters.

B. Any Corps Field Operating Agency may establish local partnership or volunteer agreements with the USCGAUX to assist in non-law-enforcement efforts to promote safety and security on the Nation's navigable waterways, including locks and dams, lake projects, and the Intra-Coastal Waterway.

C. After request and appropriate training and course completion from the USCGAUX, any Corps Field Operating Agency may provide vessel safety checks on or upon Corps vessels.

D. Nothing in this MOU shall be construed to require the Corps to use the USCGAUX, or for the Corps to be responsible for conducting USCGAUX programs.

ARTICLE III. RESPONSIBILITIES. Subject to applicable Federal laws, regulations and policy:

A. A representative from each Party at the headquarters level may regularly provide each other updates through written correspondence, coordination meetings, and other mechanisms, on program activities, technology application, development and related work pertaining to cooperative activities pursued under this MOU.

B. Each Party may provide leadership and program oversight of the cooperative activities described in Support Agreements conducted under this MOU. Each Party may review overall program requirements and cooperative arrangements under this MOU at least annually. Each Party may establish work groups, and review and approve group charters, work plans and reports.

C. Each Party may collaborate in the conduct of a broad range of domestic projects that support public water safety for the Nation, including but not limited to homeland security public education programs, navigation support, vessel safety checks, water safety educational outreach, facilities resource support, and search and rescue.

D. Each Party will work cooperatively in the exchange of applicable data, information and products.

E. Each Party will cooperate on joint outreach and educational activities that may involve other partners of either organization.

ARTICLE IV. MUTUAL UNDERSTANDINGS. It is mutually agreed and understood by the Parties that:

A. Specific activities to be conducted under this MOU and the method of their implementation will be defined on a case-by-case basis by the Corps, USCG and USCGAUX, considering the merit of the proposed activity, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors. As appropriate, implementation of specific activities under this MOU will be outlined in separate Support Agreements. Activities may include "Challenge Partnership Agreements," volunteer agreements, work plans or statements of work. Support agreements will be coordinated through mutual agreement between the Commandant, US Coast Guard; the Commodore, USCGAUX; and the Commander, US Army Corps of Engineers or their

designated representatives, and independently authorized by appropriate statutory or other authority.

B. This MOU defines the general terms upon which the Corps, USCG and USCGAUX will cooperate. Performance by any of the Parties under the terms of this MOU is subject to the availability of appropriated funds, facility and personnel resources through their respective funding procedures. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds, or transfer of anything of value, between Parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such endeavors will be outlined in separate agreements, such as "Challenge Partnership Agreements," work plans or statements of work, which shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to USCG and/or USCGAUX of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

C. The activities conducted under this MOU may be documented and made available through appropriate journals, publications or other established channels, consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either party, or jointly, provided that each Party is given an opportunity to review and concur with manuscripts prior to publication.

D. The Parties may release their materials to the public. The Parties will consult with each other prior to any releases that reference the other Party's participation, and such releases shall be consistent with the other Parties' laws and policies.

E. The Parties agree that sharing credit is mutually beneficial and will assure that appropriate citation and attribution is given for work performed under this MOU. Uses of a Party's logo or seal, however, will require advance approval by that party.

F. USCGAUX units may be authorized to accept the free use of space from yacht clubs, marinas, Federal agencies and other organizations in order to conduct USCGAUX activities.

G. This MOU may be modified or amended by mutual agreement of each Party in writing.

H. The MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party. Otherwise, this MOU will remain in effect indefinitely.

ARTICLE V. POINTS OF CONTACT. The following individuals will be the points of contact for this MOU:

U.S. Coast Guard
CAPT Barry Smith (or current)
Chief Director of U.S. Coast Guard Auxiliary
2100 Second St. SW
Washington, DC 20593-0001

U.S. Army Corps of Engineers
Lynda Nutt, Manager (or current)
National Operation Center for Water Safety
3815 Schreiber Way
Coeur d'Alene, ID 83815

U.S. Coast Guard Auxiliary
Commodore Warren E. McAdams (or current)
National Directorate Commodore, Recreational Boating Safety
2100 Second St. SW
Washington, DC 20593-0001

ARTICLE VI. EFFECTIVE DATE. The Parties have executed this MOU as of the last date indicated below.

U.S. ARMY CORPS OF ENGINEERS

APPROVED

DON T. RILEY
Major General, U.S. Army
Director of Civil Works

9/3/05
Date

U.S. COAST GUARD

APPROVED

DENNIS SIROIS
Rear Admiral, USCG
Assistant Commandant for Operations

9/3/05
Date

U.S. COAST GUARD AUXILIARY

APPROVED

GENE M. SEIBERT
Commodore, USCGAUX
National Commodore

9/3/05
Date