

MEMORANDUM OF AGREEMENT

between the

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
OFFICE OF COAST SURVEY**

and the

**U.S. DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD**

and the

UNITED STATES COAST GUARD AUXILIARY

through which

The Parties Will Cooperate On Supplying Updates For Nautical Charts

NOS Agreement Code: MOA-2006-022/7159

I. PARTIES AND PURPOSE

- A. This Memorandum of Agreement (MOA) is between the United States Department of Homeland Security, United States Coast Guard (USCG), the U.S. Coast Guard Auxiliary (USCGAUX), and the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS) through the Office of Coast Survey (OCS).
- B. The purpose of this Agreement is to continue the relationship between the Parties and outline the basic responsibilities in cooperating, administering and supporting the Chart Updating Program.

II. BACKGROUND

- A. This Agreement will continue the long-standing relationship between the USCG, USCGAUX, and NOAA in support of the Chart Updating Program. Through this program, members of USCGAUX voluntarily scan U.S. water and land areas, looking for changing conditions that could be reflected on NOAA nautical charts and related navigation products.
- B. Renew the terms agreed to in the previous agreement (NOS Agreement Code MOA-2000-418) which expired in September 2005.

III. AUTHORITIES

- A. The programmatic authority for OCS to enter into this Agreement is the Coast and Geodetic Survey Act, 33 U.S.C. § 883a et seq., which provides the basis for NOAA navigation service programs and authorizes the Secretary to conduct hydrographic and topographic surveys, tide and current observations, geodetic and control surveys, field surveys, and geomagnetic, seismological, gravity, and related geophysical measurements to provide charts and other information for safe marine navigation. Especially § 883b, which provides for the public benefit that may be derived from the operations of the National Ocean Survey by the dissemination of data resulting from the activities herein authorized and of related data from other sources.
- B. The authority for USCG to enter into this Agreement is 14 U.S.C. § 141 (a) which provides for the USCG to, when so requested by proper authority, utilize its personnel and facilities (including members of the Auxiliary and facilities governed under chapter 23) to assist any Federal agency, State, Territory, possession, or political subdivision thereof, or the District of Columbia, to perform any activity for which such personnel and facilities are especially qualified. The Commandant may prescribe conditions, including reimbursement, under which personnel and facilities may be provided under this subsection.

3. Provide the necessary forms for USCGAUX member Updating reports.
4. Provide guidelines for data collection and for information collection and reports submitted.
5. Evaluate reports, award credit units for data submitted reports to the appropriate NOS office or other capable agencies of the United States and foreign governments.
6. Maintain records of reports submitted and credit format established by mutual agreement of the Parties.
7. Furnish USCG headquarters and the designated USCGAUX a report of monthly activities.
8. Promote interest and participation and provide assistance in Updating training activities.
9. Prepare articles for publication in *The Navigator* and materials to be used in Chart Updating training seminars.
10. Coordinate editorial review and provide reproduction developed jointly by OCS and USCGAUX.

B. The United States Coast Guard will:

1. Provide guidelines to the USCGAUX for the administration and further development of the Chart Updating Program.
2. Provide editorial and policy review, and approve training materials developed by the USCGAUX, Chart Updating Program.
3. Maintain a computer database for recording the qualifications of the USCGAUX in support of the Program in compliance with all federal laws including the Privacy Act.
4. Stock and distribute reporting forms and other publications relating to the Chart Updating Program, through the Supply Center.
5. Provide the funding for the administrative management and organizational support of the Chart Updating Program.

C. The United States Coast Guard Auxiliary will:

1. Provide corrections, changes, and recommendations to NOAA nautical charts and related publications to volunteer observers.
2. Establish and maintain the administrative procedures of the Updating Program.
3. Promote participation by Auxiliarists and maintain an educational program in the Charting Updating Program.
4. Write publications and service training materials for the Updating Program and submit for OCS review and approval.

V. CONTACTS

A. The contacts for coordinating activities under this Agreement are:

1. OCS
 Capt. Jim Gardner, NOAA
 Chief, NOAA/NOS/OCS Marine Chart Division
 1315 East-West Highway
 Silver Spring, MD 20910-3282
 Phone: (301) 713-2724
 Fax: (301) 713-4516
 E-mail: Jim.Gardner@noaa.gov
2. USCG
 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) 267-1336
 Fax: (202) 267-4409
 E-mail: jharper@comdt.uscg.mil
3. USCGAUX
 Mr. George A. Pendergast
 Division Chief of Aids to Navigation
 43 Peach Hill Road
 Berlin, MA 01503-1013
 Phone: (978) 838-7310

E-mail: comodone@charter.net

- B. The Parties agree that if there is a change the information in this section, the Party making the change will notify the other Parties in writing of such change.

VI. OTHER PROVISIONS

- A. Any activity under this Agreement by OCS, the USCG, and the USCGAUX is subject to the availability of appropriated funds and proper authorization.
- B. Members of the USCGAUX are not acting as agents of NOAA. Chart Updating is specifically an authorized mission of the Coast Guard Auxiliary. When performing said mission, statutory protections identified in 14 U.S.C. § 823a shall be afforded to Auxiliarists who are assigned this duty in conformity with the U.S. Coast Guard Auxiliary Manual and other policies established by the Commandant of the U.S. Coast Guard.

VII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This Agreement shall become effective after execution by all Parties. This Agreement will remain in effect until September 30, 2011.
- B. This Agreement may be amended at any time within the scope of this Agreement, or extended at any time through the written mutual consent of the Parties.
- C. The Agreement may be terminated by: (1) written mutual consent; or (2) one Party's written notice sixty (60) days in advance to all the Parties.
- D. The Parties will review this Agreement at least once every three years to determine if it needs to be revised or terminated.

VIII. RESOLUTION OF DISAGREEMENTS

- A. Nothing herein is intended to conflict with current DOC, USCG or USCGAUX directives or applicable laws. If the terms of this Agreement are inconsistent with existing directives or applicable laws of any of the Parties entering into this Agreement, then those portions of this Agreement 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 of the Agreement, all necessary changes will be accomplished either by an amendment to this Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of the Parties.

- B. Should disagreement arise on the interpretation of the provisions of this Agreement or amendments and/or revisions thereto that cannot be resolved at the operation level, the area(s) of disagreement shall be stated in writing by each Party 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.

IX. APPROVALS

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE

BY:

APPROVED

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

DATE:

4/12/06

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF
HOMELAND SECURITY
U.S. COAST GUARD

BY:

APPROVED

Captain Barry P. Smith, USCG
Chief Director of Auxiliary

DATE:

5/4/06

ACCEPTED AND APPROVED FOR THE
U.S. COAST GUARD AUXILIARY

BY:

APPROVED

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

DATE:

5/10/06