

## Appendix B: Sample Memorandum of Understanding for Planning Coordination

### Memorandum of Understanding

by and between

U. S. Coast Guard, Marine Safety Office (or Activities) \_\_\_\_\_

and the

U. S. Coast Guard Auxiliary, \_\_\_\_\_ District

**OBJECTIVES:** Through mutual agreement, to increase the role of the Coast Guard Auxiliary,

\_\_\_\_\_ District - henceforth referred to as the Auxiliary - in assisting the Marine Safety Office (or Activities), \_\_\_\_\_ - henceforth referred to as the MSO - with its mission of marine safety and environmental protection; to utilize the "Team Coast Guard" approach to develop and support marine safety through public education and awareness ("Prevention Through People"); and to improve the quality and extent of environmental protection work through partnerships between the Auxiliary, its component units and the MSO (or Activities).

**BACKGROUND:** The Coast Guard Authorization Act of 1996, was signed into law on October 19, 1996. This legislation, Public Law 104-324, includes sections which expand the role of the Coast Guard Auxiliary to encompass all of the civil missions of the Coast Guard. The objective of the Act is to enhance the Coast Guard's ability to accomplish its many important missions - and the Auxiliary is now included as a full partner in its civil and non-defense programs.

**DISCUSSION:** For many years, Coast Guard Auxiliarists have expressed interest in working with Coast Guard Marine Safety Offices in the field and with various environmental programs such as Sea Partners. The Coast Guard Auxiliary launched its new Department of Marine Safety and Environmental Protection on January 1, 1997 to respond to these interests and to support the needs of the Coast Guard's national marine safety and environmental protection program.

The Auxiliary may provide vital support for numerous marine safety and environmental missions, including, but not limited to: communications, transportation, safety and security patrols, remote area inspections, public affairs, local planning, MSIS support, administration, environmental education, vessel factory visits, licensing examination administration and oil spill reconnaissance and sampling. This Memorandum of Understanding outlines the full scope of authorized activities and provides a vehicle for Auxiliary training and involvement.

The Assistant Commandant for Marine Safety and Environmental Protection has encouraged "all "M" units to make connections with the local Auxiliary units, to include Auxiliarists at the appropriate level in staff meetings and QMB's, and to explore increased opportunities for employing Auxiliarists as part of Team Coast Guard in supporting unit missions" (Message, December 1996).

**ACTION PLAN:** In accordance with the Auxiliary Business Description and Direction, (ABD&D), the Auxiliary will expand its activities and develop performance indicators in the following functional areas, as requested by the MSO (or Activities):

### **Recreational Boating Safety**

- 1) Provide active participation in and support for the Sea Partners Program

### **Marine Environmental Protection**

- 1) Provide for the integration of environmental protection materials into public education courses, Courtesy Marine Examinations, (CMEs), Marine Dealer Visitations, (MDVs), etc.
- 2) Provide surveillance and reporting for Marine Environmental Protection (MEP) missions.
- 3) Support emergency pollution response teams.
- 4) Provide communications networks.
- 5) Provide public affairs platforms.
- 6) Provide logistic and administrative support for waterfront facilities compliance programs.
- 7) Provide support for remote area vessel inspections.
- 8) Provide support for pollution site aircraft over-flights.
- 9) Provide administrative support to Coast Guard units.
- 10) Provide support for the National Debris Monitoring Program.
- 11) Provide support for the National Pollution Funds Center by identifying areas where boaters and marina operators have sustained damage from oily discharges and assist with notice of claim processes.
- 12) Provide support for National Preparedness for Response Exercise Program (PREP).

### **Marine Inspections**

- 1) Conduct commercial fishing vessel (CFV) examinations.
- 2) Conduct uninspected passenger vessel (UPV) examinations.
- 3) Conduct/assist factory inspections and visits.
- 4) Provide support for Coast Guard accident investigations and analysis.
- 5) Provide platforms for Coast Guard inspectors.
- 6) Provide administrative support for inspectors.

- 7) Conduct/assist marine inspections in remote area; provide surveillance and response platforms and personnel for Coast Guard operations.
- 8) Conduct/assist in barge inspections..
- 9) Provide identification of locations of abandoned barges and other vessels.
- 10) Assist the Coast Guard in container inspections.

### **Marine Licensing**

- 1) Assist the Regional Examination Centers by performing audits of Coast Guard approved maritime courses.
- 2) Administer Coast Guard license and merchant marine document examinations at remote locations in support of Regional Examination Centers.
- 3) Provide administrative support for licensing operations.

### **Port Safety and Security**

- 1) Provide platforms for surveillance & reporting, harbor patrols, safety & security zone enforcement, and port state boardings.
- 2) Perform harbor and anchorage patrols.
- 3) Perform port facility verification visits.
- 4) Augment Coast Guard crews on port safety and security missions.
- 5) Augment Vessel Traffic Service operations.
- 6) Augment communications watch bills.
- 7) Perform vessel verification visits.
- 8) Perform remote area response.
- 9) Provide primary aircraft for over flights.
- 10) Provide administrative support.

### **Defense/Non-Defense Contingency Preparedness**

- 1) Participate in the preparation and update of contingency plans.
- 2) Support Coast Guard units in training exercises for contingency preparedness.

### **Enforcement of Laws and Treaties**

- 1) Provide operational and administrative support to Coast Guard activities in connection with the National Marine Sanctuaries (NMS) Program

**Field Support:** Auxiliary augmentation and assistance with field operations supports the Team Coast Guard concept and will significantly enhance the achievement of joint program objectives. The Auxiliary may act as a significant force multiplier in support of

the operational and administrative needs of the MSO (or Activities) field unit. The Auxiliary may add to response planning by participating in local and regional contingency and emergency preparedness planning. The Auxiliary may be a key administrative and operational force-multiplier during surge activities and major events such as oil spills, natural disasters and significant catastrophes that effect public health and safety and the protection of property and the marine environment.

The Auxiliary District Staff Officer-MS, appointed by the District Commodore, will serve as the focal point of contact for development of the marine safety and environmental protection program during the course of the year. Auxiliary Liaison Officers, appointed in accordance with the approved MS field staffing plan, will establish the formal working relationship with each of the above-named support areas and will plan and schedule support personnel & facilities, arrange for training programs, and report the results of Auxiliary assistance to the MSO (or Activities) to the District Staff Officer-MS.

**EDUCATION:** Education plays an important role in the implementation of a balanced approach to effectively support the marine safety and environmental protection program of the MSO (or Activities). By integrating the marine safety and environmental protection initiative into existing Auxiliary publications, education programs and member training courses, the Auxiliary will have a positive impact on a large number of recreational boaters and take a leading role in preventing loss of life, personal injury, damage to property, and protection for the marine environment.

To the maximum extent possible, Auxiliarists will be integrated into training and qualifications programs at the MSO (or Activities) to insure that they are fully prepared for the tasks to which they may be assigned.

**PERSONNEL RESOURCE DEVELOPMENT:** The importance of sound personnel and fiscal management can not be over-emphasized. The District will identify opportunities for Auxiliary assistance which will enhance the effectiveness of the overall operations of the MSO (or Activities) program. The District will then work with the Director of Auxiliary to train and qualify a sufficient number of Auxiliarists to assist the active duty/full time Coast Guard force.

**FUNDING:** The Auxiliary will provide assistance and support to the MSO (or Activities) with no charge for Auxiliary personnel or equipment. However, the MSO (or Activities) agrees to provide official orders which will allow for cost-reimbursement to Auxiliarists for all related expenses in the performance of their duties and any damages to Auxiliary vessels or equipment in the performance of officially-assigned operations.

**MEASUREMENT OF SUCCESS:** In order to determine the effectiveness of Auxiliary efforts in meeting MSO (or Activities) goals for improving the marine safety and environmental protection, the District will implement reporting and effectiveness measurement strategies. These measurements will indicate whether or not intended results are occurring and will adjust program strategies. The District can contribute to

effectiveness measurement efforts by documenting the parameters set by the MSO (or Activities) as measures of success and recording the results of Auxiliary efforts within the District to meet these parameters.

Specific reporting categories have been developed within the Auxiliary Management Information System (AUXMIS II) to provide for identification of member efforts in the marine safety and environmental protection program. In addition, local measures of effectiveness are encouraged that conform to the needs and programs of each MSO (or Activity). Auxiliary liaison officers are encouraged to work with counterpart officers at each MSO or Activity to determine “customer needs” and to develop program initiatives, staffing requirements and measures of effectiveness.

**AGREEMENT:**

The Coast Guard Auxiliary, Department of Marine Safety and Environmental Protection, through the Department Chief (DC-M or designee), will serve as technical advisor and national staff liaison in connection with this agreement and will assist the District with program development and training for its own support and assistance to the MSO (or Activity).

The District Commodore, the MSO (or Activities) Commanding Officer, and the Department Chief of the Auxiliary Department of Marine Safety and Environmental Protection hereby establish this Memorandum of Understanding (MOU). In so doing, the parties hereto agree to formally establish the Coast Guard Auxiliary's involvement in the Coast Guard, MSO (or Activities ) \_\_\_\_\_ Marine Safety and Environmental Protection program.

The MOU establishes a dynamic framework by which both organizations identify objectives, priorities and responsibilities for achieving mutual objectives. All parties will treat the MOU as a living document, reviewing and updating it to reflect ever-changing priorities and initiatives. The MOU contains binding elements, joining program resources and in actions to improve marine safety and environmental protection for the nation's waterways.

Auxiliary Liaison Officers and corresponding MSO (or Activities) Staff Officers will jointly identify processes and priorities to implement the spirit and content of the MOU. The District will maintain an up-to-date copy of any amendments to the MOU for the National Department Chief, (DC-M), or his designee's reference and review. Auxiliary Liaison Officers will keep appropriate Auxiliary and Coast Guard MSO (or Activities) Officers advised of progress toward goals established herein or impediments discovered to same.

This Memorandum of Understanding will remain in effect indefinitely. It will be reviewed every two years and continue unless canceled in writing by either party after 30 days notice.

By:

By:

By:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Department Chief, (DC-M)**

**Commanding Officer, MSO**

**District Commodore**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_