

MEMORANDUM OF AGREEMENT (MOA)  
ESTABLISHING A JOINT PROJECT  
BETWEEN THE  
NATIONAL WEATHER SERVICE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
U.S. DEPARTMENT OF COMMERCE  
AND THE  
UNITED STATES POWER SQUADRONS

Agreement No. 1

1. PARTIES

This document constitutes an agreement between the National Weather Service, National Oceanic and Atmospheric Administration (NOAA/NWS), U.S. Department of Commerce, and the United States Power Squadrons (USPS).

The USPS is a volunteer organization dedicated to marine safety and safety education.

The NOAA/NWS provides marine forecasts and warnings for the U.S. coastal, offshore, and high seas waters and the Great Lakes to protect life and property. To fulfill this responsibility, timely and accurate weather observations are necessary.

2. AUTHORITIES

NOAA/NWS has authority to participate in this partnership with the USPS under 15 U.S.C. § 1525, the Department of Commerce's Joint Project Authority, which provides that the Department may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned; as well as 15 U.S.C. § 313, the NWS Organic Act.

### 3. PURPOSE

The purpose of this agreement is to enhance the safety of mariners in the navigable waters of the U.S. by increasing the accuracy of marine forecasts and warnings. This partnership is deemed necessary to further the mission of both the USPS and the NOAA/NWS.

The active presence of the USPS members on navigable waters provides NOAA/NWS with an opportunity to gain more marine weather observations where such observations do not now exist. NOAA/NWS can utilize the additional information to make more accurate forecasts and warnings. The USPS, by encouraging its members to partake in this agreement, will take another step toward improving boating safety. The U.S. boaters will be the ultimate beneficiary of this partnership.

### 4. MUTUAL INTEREST OF THE PARTIES

This partnership is in the mutual interest of both parties because it furthers their common missions of enhancing the safety of mariners in the navigable waters of the US.

### 5. RESPONSIBILITIES OF THE PARTIES

NOAA/NWS agrees to perform the following activities and provide the following resources in support of the partnership:

a. Communications. NOAA/NWS will establish an easy to use communication system through which weather observations can be entered into NOAA/NWS communications systems. The NOAA/NWS is not obligated to supply USPS personnel with any communications equipment or be responsible for additional communications charges for this purpose.

USPS Districts, squadrons, and boats will be uniquely designated so that individual contributions can be collected and tabulated. The process will include quality control functions and will result in a collection of observations available to NOAA/NWS and non-NOAA/NWS users.

b. Training. Local and regional NOAA/NWS personnel will, as part of their normal outreach programs, work with local districts to organize and train USPS volunteers on taking and submitting weather observations.

c. Feedback. The NOAA/NWS will monitor observations received and will annually recognize those Districts and Squadrons of the USPS that provide the most effective observations. Generally this recognition will be accomplished through achievement certificates.



The USPS agrees to perform the following activities and provide the following resources in support of the partnership:

a. Participation. The USPS will encourage its members to receive available training; procure and install, as possible, weather observing instruments; and take and enter weather observations following NOAA/NWS provided instructions. The USPS will also encourage its members to monitor NOAA Weather Radio broadcasts and maintain a weather watch.

## 6. EQUITABLE APPORTIONMENT OF COSTS

No costs will be accrued by either the NOAA/NWS or the USPS in the context of this partnership. Individual USPS members will be encouraged to purchase, if possible, weather observing instruments.

## 7. CONTACTS

The contacts of each party to this agreement are:

The USPS - Rear Commander, Safe Boating Activities Committee  
NOAA/NWS - Chief, Marine and Coastal Weather Services Branch

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

## 8. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This agreement will become effective when signed by all parties, and will remain in effect for 3 years.

This MOA may be amended at any time by mutual written consent of the parties hereto. It may be terminated by either of the parties hereto upon 30 days written notice to the other party.

## 9. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any related books, documents, papers and records of the NOAA/NWS and USPS relating to this Memorandum Of Agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, electronic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

Nothing herein is intended to conflict with current Department of Commerce directives. If the terms of this agreement are inconsistent with existing directives of either of the organizations 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 by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.

The parties hereto have caused their authorized representatives signatures to be set to this document on the 10<sup>th</sup> day of May, 2003.

APPROVED

  
THEODORE H. SMITH

Chief Commander  
United States Power Squadrons

APPROVED

  
GREGORY A. MANDT

Director  
Office of Climate, Water,  
and Weather Services  
National Weather Service