

**MEMORANDUM OF AGREEMENT BETWEEN
UNITED STATES COAST GUARD (USCG) AND
THE AMERICAN WATERWAYS OPERATORS (AWO)
REGARDING THE QUALITY PARTNERSHIP
FOR MARINE SAFETY AND ENVIRONMENTAL PROTECTION**

1. **PARTIES.** The parties to this agreement are United States Coast Guard (USCG) and American Waterways Operators (AWO), (collectively the “Parties”).
2. **AUTHORITY.** The United States Coast Guard is authorized to enter this Memorandum of Agreement (MOA) under the provisions of 14 U.S.C. § 504, and 14 U.S.C. § 717.
3. **PURPOSE.** The purpose of this Quality Partnership (QP) between the USCG and the AWO, referred to as the Coast Guard-AWO Safety Quality Partnership, is to strengthen the communication and working relationship between the USCG and the barge and towing industry. This QP aims to improve vessel and personnel safety within the barge and towing industry and enhance the protection of the environment along our nation’s waterways. The QP is expressly focused on operational functions, ensuring the regular exchange of information and best practices, without engaging in any activities that could be construed as providing consensus advice or influencing rulemaking. This QP is not intended to serve as an advisory committee under the Federal Advisory Committee Act (FACA), Public Law 117-286, 5 U.S.C. ch. 10, and will not perform advisory functions.
4. **RESPONSIBILITIES.** The Parties will continue to further their mutual goals of safety and environmental protection through the established QP by:
 - a. National Level Engagement: The QP will operate at the national level as the National Committee, which replaces the previously named “National Quality Steering Committee.”
 - b. Regional Level Engagement: The QP will operate at the regional level as the the Mid-America, Atlantic, and Pacific Committees, which replace the previously named “Regional Quality Steering Committee.”
 - c. Operational Working Groups: The Parties will support operational working groups, which replace the previously named “Quality Action Teams.” These working groups will conduct analysis and formulate process improvements within the scope of the QP’s operational mandate. The steps involved include:
 1. Define the scope of the operational issue or process improvement needed, utilizing statistical data, case studies, or other relevant evidence;
 2. Analyze the data and identify root causes of the problem;
 3. Identify solutions based on data analysis, ensuring alignment with operational needs and avoiding advisory roles;
 4. Establish success measures for proposed solutions and validate them through measured outcomes;
 5. Refine solutions as necessary based on ongoing evaluation; and,

6. Develop and implement action plans, ensuring adherence to Department of Homeland Security (DHS) and USCG guidelines.

d. Compliance with DHS and USCG Directives: All participation by USCG personnel is subject to the terms of applicable DHS and USCG Committee Management directives; including DHS Directive 0930-01, Management of Department Committees Subject to FACA and Department Committees Exempt from FACA, and DHS FACA Instruction 093-01-001. The QP will operate within these parameters to ensure compliance with FACA and avoid any activities that could be construed as advisory.

5. **FEDERAL ADVISORY COMMITTEE ACT**. The Parties understand the partnership created by this MOA to be exempt from the requirements of FACA, in accordance with 41 CFR § 102-3.40(j), and is a committee exempt from FACA within the meaning of applicable DHS and USCG Committee Management directives. The Parties will interpret and implement this MOA to ensure continuation of that status and to supplement without duplicating the role of any committee subject to FACA. To ensure compliance with FACA and related DHS guidelines, the Parties agree to the following:

a. DHS Committee Management Office (CMO) Designation: The USCG will seek and maintain designation from the DHS CMO that the QP is an operational committee not subject to FACA requirements. This designation will guide the operational framework of the QP.

b. Operational Focus: The USCG will not manage or control AWO's selection of persons or groups to represent AWO in the partnership. Participation will be voluntary and focused on exchanging operational insights rather than providing advisory opinions.

c. Agenda Setting: Agendas for meetings will be set by mutual agreement of the Parties and will focus solely on operational matters. These agendas will not be determined unilaterally by the USCG and will not seek or solicit consensus advice.

d. Funding and Resources: The USCG will not fund the participation of AWO or AWO's representatives in the partnership. All resources committed by the USCG will be in strict compliance with the Anti-Deficiency Act, 31 U.S.C. § 1341, and DHS guidelines.

e. Non-Advisory Role: The USCG will not solicit or accept consensus advice or recommendations from the QP. The focus will remain on the exchange of operational data and best practices.

f. Regular Review: The USCG is responsible for regularly reviewing the activities of the QP to ensure they remain within the operational focus and do not trigger FACA requirements. Any significant changes in the partnership's activities that may risk FACA compliance will result in an immediate review and potential modification or termination of the partnership.

6. **POINTS OF CONTACT**. Each Party may change its point of contact upon reasonable notice to the other Party.

USCG

Contact Name/Title: Director, Inspections and Compliance (CG-5PC)
Phone: 202-372-1016
Email: HQS-DG-LST-CG-5PC-SP@uscg.mil
Address: 2703 Martin Luther King Jr Ave SE, Washington, D.C. 20593

AWO

Contact Name/Title: Caitlyn Stewart/Vice President of Regulatory Affairs
Phone: 703-373-2262
Email: cstewart@americanwaterways.com
Address: 801 N. Quincy St., Ste. 500, Arlington, VA 22203

7. **REVIEW OF AGREEMENT.** Each party is responsible for reviewing this MOA, on or near its effective anniversary date, annually for financial impacts and every five years in its entirety.

8. **MODIFICATION.** This Memorandum may be modified upon the written mutual consent of the Parties.

9. **FUNDS AND STAFFING.** This Memorandum does not document the obligation of funds between the Parties and the Parties do not intend or anticipate the necessity of transferring funds as a result of this agreement. In the event the transfer of funds becomes necessary to achieve the purpose of this MOA, the obligation of any funds by the Parties, is subject to the availability of funds pursuant to the Department of Defense (DoD) Financial Management Regulation, DoD 7000.14-R, the USCG Financial Resource Management Manual, COMDTINST M7100.3 (series), and other applicable laws and regulations. No provision in this MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

10. **PERSONNEL.** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

11. **CONFLICTS OF LAW OR POLICY.** Nothing in this MOA is intended to conflict with current law or regulation or the directives of the USCG or the Department of Homeland Security. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

12. **TRANSFERABILITY.** This MOA is not transferable except with the written consent of the Parties. This MOA is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any Party against the Parties, their parent agencies, the United States or the officers, employees, agents, or other associated personnel thereof.

13. **DISPUTES.** Any disputes relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with this MOA and those which may be binding on other Parties signatory to this MOA.

14. **ENTIRETY OF THE AGREEMENT.** This MOA, consisting of 5 pages represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral on the subject.

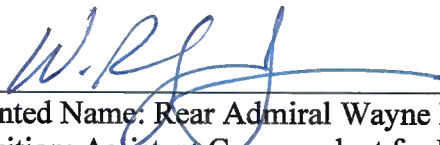
15. **EFFECTIVE DATE.** This MOA will become effective upon the date of the final signature of the MOA by representatives of both Parties.

16. **EXPIRATION DATE.** This MOA expires 120 months from the effective date.

17. **TERMINATION.** The terms of this MOA, as modified with the consent of both Parties, will remain in effect for a period of 120 months unless terminated as prescribed below. The MOA may be extended by the mutual written agreement of the Parties. Either Party may terminate this MOA upon written notice to the other Party, with immediate effect.

18. **APPROVING OFFICIALS.**

For the USCG:



Printed Name: Rear Admiral Wayne R. Arguin
Position: Assistant Commandant for Prevention Policy (CG-5P)

Date: 17DEC24

For the AWO:



Printed Name: Jennifer A. Carpenter
Position: President & CEO, The American Waterways Operators

Date: 12/19/24