

MEMORANDUM OF AGREEMENT

Between

UNITED STATES COAST GUARD

And

TEXAS GENERAL LAND OFFICE

And

GALVESTON BAY FOUNDATION

Regarding

**MANAGEMENT OF VOLUNTEERS DURING OIL SPILLS IN THE SECTOR
HOUSTON-GALVESTON AOR AS DEFINED BY THE ONE GULF PLAN**

1. **PARTIES.** The parties to this Agreement are United States Coast Guard (USCG) Sector Houston-Galveston, Texas, Texas General Land Office (TGLO), and Galveston Bay Foundation (GBF).
2. **AUTHORITY.** The authority for USCG, TGLO, and GBF to enter into this Agreement can be found in 14 U.S.C. § 93 (d) and 40 CFR 300.185.
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which all parties will respond in the event a need for volunteer assistance arises during an oil spill incident.
4. **DEFINITIONS.** Except where otherwise specifically defined in the context of its use herein or where specifically set forth below, terms used in this Memorandum of Agreement (MOA) shall have the meaning as set forth in Federal law and applicable State law.

A. **ACP:** The Central Texas Coastal Area Contingency Plan (ACP)

B. **Volunteer Coordinator:** A federal, state or local official knowledgeable in contingency operations and capable of providing leadership. The Volunteer Coordinator is responsible for managing and overseeing all aspects of volunteer participation. The Volunteer Coordinator is part of the Planning Section and reports to the Resources Unit Leader.

The common responsibilities of the Volunteer Coordinator include, but are not limited to:

1. (Pre-incident): Ensuring Volunteer Management Organizations are maintaining rosters of pre-incident (i.e., “affiliated”) volunteers.
 2. Activating affiliated volunteers.
 3. Supervising the Volunteer Management Organizations’ registration processes for convergent (i.e. “at the scene”) volunteers.
 4. Supervising the Volunteer Management Organizations’ recruitment of additional volunteers for a specific incident.
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5. Coordinating with the Resource Unit to determine where volunteers are needed.
6. Verifying the minimum training needed, as necessary, for each volunteer with Volunteer Management Organizations and Safety Officer.
7. Coordinating nearby or on-site training as part of the deployment process.
8. Activating, as necessary, stand-by contractors for various training needs.
9. Assigning qualified volunteers to requesting units.
10. Identifying and securing other equipment, materials and supplies, as needed.
11. Coordinating with the Logistics Section for volunteer housing and meal accommodations.
12. Ensuring a reasonable span of control between supervisors and volunteers.
13. Maintaining the Unit/Activity log (ICS Form 214).
14. Assisting the volunteers with other special needs.

C. Volunteer Management Organization: A Volunteer Management Organization reports to the Volunteer Coordinator. Volunteer Management Organizations are non-profit agencies generally responsible for the mobilization, management and support of volunteers, with support from the State and Federal levels.

The common responsibilities of the Volunteer Management Organization include, but are not limited, to:

1. (Pre-incident): Maintaining a register of affiliated volunteers in the Area of Responsibility.
 2. Activating affiliated volunteers at the direction of the Volunteer Coordinator.
 3. Registering and tracking convergent volunteers.
 4. Working with the Volunteer Coordinator to recruit additional volunteers as needed.
 5. Assisting the Volunteer Coordinator in determining where volunteers are needed.
 6. Verifying minimum training needed, as necessary, with the Volunteer Coordinator and Safety Officer.
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7. Assisting the Volunteer Coordinator in scheduling nearby or on-site training as part of the deployment process.
8. Working with the Volunteer Coordinator to activate, as necessary, standby contractors for various training needs.
9. Assisting the Volunteer Coordinator with maintaining the Unit/Activity Log (ICS Form 214).
10. Assisting volunteers with other special needs.

5. RESPONSIBILITIES.

A. U.S. COAST GUARD:

1. Shall serve as the Federal On-Scene Coordinator (FOSC) as contemplated in the National Contingency Plan and the "ACP."
2. Shall establish procedures in the "ACP" to allow for the well organized, worthwhile, and safe use of volunteers.
3. Shall appoint a Volunteer Coordinator as contemplated in the National Contingency Plan and as defined in the "ACP" and this Agreement.
4. Will identify specific areas in which volunteers can be safely and meaningfully employed.
5. Shall coordinate with TGLO and GBF to provide pre-incident training for affiliated volunteers and shall determine their capacity to train convergent volunteers.
6. Will determine the best use of volunteers on incident-by-incident basis while keeping safety a paramount concern.

B. TEXAS GENERAL LAND OFFICE:

1. Shall serve as the State On-Scene Coordinator (SOSC) as contemplated in the Oil Spill Prevention and Response Act of 1991 (Chapter 40, Texas Natural Resources Code).
 2. Will assist the FOSC in determining the best use of volunteers on an incident-by-incident basis while keeping safety a paramount concern.
 3. Shall coordinate with the USCG and GBF to provide training for affiliated volunteers and shall determine the capacity of TGLO and GBF to provide training to convergent volunteers.
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C. GALVESTON BAY FOUNDATION:

1. Shall serve as a “Volunteer Management Organization” as defined in this Agreement when requested by the FOSC.
2. Shall maintain a current register of volunteers specific to the Houston-Galveston Area.
3. Shall track the number of new volunteer registrations during an incident and report this data to the Volunteer Coordinator.

6. POINTS OF CONTACT.

A. USCG

CAPT James H. Whitehead
Commanding Officer, FOSC
Sector Houston-Galveston
9640 Clinton Drive
Houston, TX 77029
Tel: (713) 671- 5100
Fax: (713) 671-5177

B. TGLO

Mr. Richard Arnhart
Regional Director
11811 North D. Street
La Porte, TX 77571
Tel: (281) 470-6597
Fax: (281) 470-6679
24Hr: 1-800-832-8224

C. GBF

Mr. Robert Stokes
President
17330 Hwy 3
Webster, TX 77598
Tel: (281) 332-3381

7. OTHER PROVISIONS.

- A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the United States Coast Guard or Department of Homeland Security, Texas General Land Office, or the Galveston Bay Foundation. If a term of this Agreement 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.

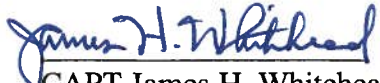
- B. None of the parties to this agreement waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, agents and volunteers as a result of its execution of this agreement and the performance of the covenants contained herein.
- C. No agency relationship is created. TGLO and GBF officers shall not be deemed federal officers, or employees of the federal government as defined and provided for in Title 5, United States Code for any purpose. No employee of the TGLO or GBF shall be deemed to be a federal employee for the purposes of any law or regulation administered by the office of personnel management, nor shall any such TGLO or GBF officer be entitled to any additional pay, allowance, or inducement from the federal government. Nothing in this provision creates any employment status or requires the United States to provide any employment or disability benefits payable to any TGLO or GBF employee.
- D. The USCG shall defend, indemnify, and hold its officers, employees, and agents harmless from and against any and all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the USCG, its officers, employees, or agents, and further, only to the extent provided by the Federal Tort Claims Act (28 U.S.C. § 2671 et seq.)
- E. The USCG is an agency of the Federal government, and, as such, is self-insured for tort and contract liability or any other damages caused by the official activities of the USCG..
- F. The United States' liability for damage to or loss of property, personal injury or death resulting from the official activities of the USCG shall be governed by relevant federal statutes which may authorize a cause of action against the United States including the Federal Tort Claims Act (28 U.S.C. §§2671-2680), the Contract Disputes Act of 1978 (41 U.S.C. §§601-613), the Military Claims Act (10 U.S.C. §2733), and the governing Federal Regulations found at 33 C.F.R. Part 25.

8. **EFFECTIVE DATE.** The terms of this Agreement will become effective upon signature date of all signatory parties.


9. **MODIFICATION.** A designee from each party shall review this Agreement annually to ascertain whether it should continue and/or any modifications should be made. This Agreement may only be modified upon the mutual written consent of all parties.

10. **TERMINATION.** The terms of this Agreement, as modified with the consent of all parties, will remain in effect until terminated by any of the parties. Any signatory party, can, upon 30 days written notice to the other parties, terminate this agreement.


APPROVED BY:


CAPT James H. Whitehead
FOSC, Commander
USCG Sector Houston-Galveston

Date: 06 Sep 2012


Richard Arnhart
SOSC, Regional Director
Texas General Land Office

Date: 9/4/12


Robert J. Stokes
President
Galveston Bay Foundation

Date: 9/6/12