MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES COAST GUARD, THE UNITED STATES COAST GUARD AUXILIARY, AND THE MONTANA DEPARTMENT OF FISH, WILDLIFE & PARKS

STATEMENT OF POLICY REGARDING COOPERATION BETWEEN MONTANA FISH, WILDLIFE & PARKS AND THE U.S. COAST GUARD AUXILIARY

This Memorandum of understanding (MOU) is between the United States Coast Guard, the United States Coast Guard Auxiliary (USCG AUX) and Montana Fish, Wildlife & Parks (FWP), hereafter collectively called "the Parties".

To achieve mutual goals, the USCG, the USCG AUX and FWP agree to work together in accordance with their established administrative liaison procedures, according to the guidelines for activities set forth herein. These guidelines describe a process for working cooperatively in certain specific areas and, to promote boating safety among Montana boaters of all ages.

The parties agree as follows:

1. PUBLIC EDUCATION

   A. The USCGAUX shall schedule, administer and conduct boating safety courses in the State of Montana through the USCG AUX administrative structure, with cooperation of FWP as described herein. FWP shall recognize successful completion of the National Association of State Boating Law Administrators (NASBLA) approved USCGAUX courses as meeting state education requirements when conducted in accordance with USCGAUX responsibilities.

   B. All USCGAUX flotillas in Montana will set a goal, and in collaboration with each other where necessary and feasible offer the public a minimum of one 6-lesson Boating Skills & Seamanship (BS&S) course each spring in the area served by each flotilla. Each flotilla will also endeavor, to the extent practicable and desirable, to offer the public a minimum of one 13-lesson BS&S course each year in their area. When requested, each flotilla will conduct special boating safety presentations, to the extent possible and practicable, custom tailored to the needs of a requesting group, calling upon the administrative and personnel resources of Division 10, USCGAUX, when necessary. When practicable, Division 10 units, by plan or by request, will conduct boating safety courses in Montana areas where presently no USCGAUX units are established. The above mentioned courses shall be in accordance with the requirements of the USCG and

NASBLA, with the possible exception of introductory presentations too short to be considered "courses". All courses and presentations, however, will be within USCG and USCGAUX regulations governing boating safety criteria.

C. USCGAUX will notify the FWP Boating Education Coordinator (BEC) of all 6 and 13-lesson and customized boating safety courses as scheduled, and arrange when possible for the BEC or personnel assigned by the BEC to teach the section on state legal requirements. FWP will provide USCGAUX a form suitable for reporting to FWP a roster of students and test scores. USCGAUX will also provide FWP a roster and other pertinent data, of attendees at shorter presentations. Said completed forms will be provided to FWP within 10 working days after any course for the purpose of including the data in the state's recordation system.

D. By January 31 of each year, each USCGAUX flotilla will provide Division 10 with a schedule of proposed boating safety classes for the year, which will include the dates, times and locations of the classes and the name, address and phone number of the contact person for each course. Division 10 will forward copies of the lists to FWP by February 10. DFWP will be informed of schedule changes and additions in a timely manner. FWP will make the Auxiliary class schedule available to the public.

E. Prior to the Division 10 Winter Meeting each year. Division 10 will appoint a joint committee chaired by the Division Captain to discuss innovative public training and public affairs efforts, including "Safe Boating Week" activities. The FWP BEC and Boating Law Administrator (BLA) will be ex officio members of the committee. The committee will meet prior to or during the Winter Meeting and report its findings during the Division business meeting.

F. USCGAUX shall provide FWP column space in the Division publication "Prairie Schooner" to address changes in Montana boating laws and regulations, boating accident statistics and other items of interest to USCGAUX members. The FWP and the USCGAUX shall coordinate with each other concerning publication schedule, article content and length.

G. USCG, USCGAUX and FWP will credit each other as information sources when each uses data provided by the other, including but not limited to public education, publicity, media events and publications. FWP will

provide the USCGAUX with boating safety and education materials as available.

2. OPERATIONS

A. USCGAUX and FWP will work cooperatively, within administrative policy and personnel equipment availability, such as safety patrols, regatta patrols, regatta patrols, search and rescue, on-shore vessel examinations, personal flotation device (PFD) loaner stations, and disaster planning and emergency response activities.

B. Each USCGAUX Flotilla will notify its respective FWP Regional Office prior to Memorial Day weekend of scheduled safety patrols.
For patrol orders obtained subsequent to Memorial Day weekend, each Flotilla shall notify FWP prior to the scheduled patrol.

C. FWP shall authorize use of state facilities including parks, access areas, boat ramps and docks for USCGAUX authorized activities including safety patrols and Courtesy Marine Examination stations.

D. USCGAUX and FWP will provide mutual assistance in personnel training, as authorized by the appropriate USCGAUX and FWP official.

E. USCGAUX Division 10 will appoint and be ex officio chair of a standing communications committee. The duties of the committee will be to expedite better communications between USCGAUX, and FWP. FWP BEC and BLA will be ex officio members of the committee. The committee will meet prior to Division meetings at the discretion of the chairperson and present the committee's progress report at each Division business meeting.

3. ADMINISTRATION.

A. The District 13 State Liaison Officer (SLO MT) is assigned to work with the FWP BEC and BLA in the execution and coordination of this memorandum of understanding. The SLO MT, as the primary liaison between FWP and USCGAUX, will maintain communications with, and assist the Parties in legislation preparation and other activities furthering the interests of public boating safety. The SLO MT will maintain close communication with the District Commodore (DCO) and Division Captain (DCP-10).

B. Additions and deletions to this document may be presented and adopted by mutual, written consent of the Parties at any time and will be included in this memorandum of understanding as if part of the original agreement.

C. This agreement will not conflict with the current Federal/State Cooperative Agreement between the USCG and the State of Montana and shall be viewed as a supplement to that agreement to closely align the Parties services to Montana's boaters.

D. The effective date of this statement of understanding is May 11, 1998 and may be terminated by any party upon a thirty (30) day written notice.

E. In carrying out the terms of this memorandum, there shall be no discrimination against any person because of sex, race, color, creed, national origin or disability.

IN WITNESS WHEREOF, the said parties have herewith set their hands and seals as of the day and year first above written.

For the United State Coast Guard and USCG Auxiliary:

APPROVED

11 May 1998

Commander, Thirteenth District — Date

APPROVED

5/11-98

District 13 Commodore, USCG Auxiliary — Date

APPROVED

5/11/98

Division 10 Captain, USCG Auxiliary — Date

For the State of Montana:

APPROVED

5-11-98

Director Montana Fish, Wildlife and Parks — Date

APPROVED

5-11-98

Montana State Boating Law Administrator — Date