AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
BETWEEN THE
UNTIED STATES COAST GUARD
AND THE
NATIONAL PARK SERVICE
REGARDING RECREATIONAL BOATING AND PASSENGER VESSEL SAFETY IN THE LAKE MEAD NATIONAL RECREATION AREA, GLEN CANYON NATIONAL RECREATION AREA AND GRAND CANYON NATIONAL PARK (Effective 3/15/2006)

1. PARTIES. This amendment affects only Lake Mead National Recreation Area (LAME) and the United States Coast Guard (USCG). However, in keeping with the intent of this MOA, all parties shall sign the amendment and affix it to the existing MOA.

2. AUTHORITY. Paragraph 8 of the original MOA gives all parties the authority to modify the document by mutual agreement and a written, signed amendment.

3. PURPOSE. The purpose of this amendment is to set forth terms by which the USCG and LAME shall share the resources of their respective volunteer organizations to better serve the boating public on Lake Mead and Lake Mohave. It specifically relates to how the USCG Auxiliary will operate volunteer vessels of the LAME Volunteers in Park (VIP) program.

4. RESPONSIBILITIES.

A. The National Park Service at the Lake Mead National Recreation Area agrees to:

1. Partner with the USCG by providing VIP boats, subject to the needs of LAME, on Lake Mead and Lake Mohave for the USCG Auxiliary to conduct boating safety patrols. Conditions for using the Auxiliary are stated in paragraph 4.A.6 of the original MOA.

2. Provide seaworthy volunteer vessels, with appropriate communications equipment, to the USCG Auxiliary for safety patrols on Lake Mead and Lake Mohave. Specifically, one vessel on Lake Mead and one vessel on Lake Mohave that have the capability of communicating on NPS networks as well as marine band VHF-FM and have sufficient equipment to pass a USCG Auxiliary vessel safety check (VSC).

3. Provide basic indoctrination training to USCG Auxiliary coxswains in regards to local scheduling procedures for VIP boats, vessel familiarization, fueling procedures, area familiarization, NPS radio procedures, and other VIP boat specific information deemed necessary by the LAME representative.

4. Notify the USCG POC of all coxswains that have completed indoctrination and are authorized use of the VIP boats.

5. Provide a storage location for an Auxiliary facility outfit kit on Lake Mead and Lake Mohave.

B. The USCG agrees to:

1. Partner with LAME in providing qualified USCG Auxiliary coxswains and crews to operate VIP boats on Lake Mead and Lake Mohave to conduct boating safety patrols. Conditions for using the Auxiliary are stated in paragraph 4.A.6 of the original MOA.

2. Provide all USCG Auxiliary operational facility equipment beyond what is required to complete a VSC including Auxiliary patrol signs and ensigns as defined in the Auxiliary Vessel Examiner Manual, COMDTINST M16796.2 (series).

3. Schedule patrols through the NPS VIP scheduling program as per current LAME procedures.

4. Ensure USCG patrol orders are issued and executed for every patrol.

5. Maintain third party liability while facilities are under orders. The vessels will be deemed public vessels and vessels of the Coast Guard within the meaning of 46 USC App. 781-790 (the Public Vessel Act) and thus insured by the United States of America during the time they are operated under orders.

6. Refuel VIP vessels after every patrol utilizing NPS procedures when funds are available and USCG procedures, all other times.

7. Immediately report damage or deficiencies on the vessels per current LAME policies.

8. Return VIP vessels in a clean and orderly condition after each use.

5. POINTS OF CONTACT. The point of contact for USCG Auxiliary matters is: Director of Auxiliary, Coast Guard District Eleven – Southern Region, 1001 Seaside Avenue, San Pedro, CA 90731. Phone: (310) 521-6171, 6172. Other points of contact remain as stated in the original MOA.

6. OTHER PROVISIONS. Nothing in this agreement will be construed to abrogate any part of the original MOA. All other provisions of the original MOA continue in full force and effect.

7. EFFECTIVE DATE. The terms of this amendment shall become effective when signed by an authorized representative of all Parties.

8. MODIFICATION. As stated in the original MOA.

9. PERIODIC REVIEW. As stated in the original MOA.

10. TERMINATION. As stated in the original MOA.

APPROVED:

Gary W Warshefski Date: 7/30/08
(Name)
for Superintendent, Lake Mead National Recreation Area

Stan Custer Date: 10/17/08
(Name)
Superintendent, Glen Canyon National Recreation Area

Palma E. Wilson Date: 12/1/08
(Name) FOR
Superintendent, Grand Canyon National Park

Paul F. Zukunft Date: 9/02/08
~~Craig E. Bone~~ PAUL F. ZUKUNFT
Rear Admiral, U. S. Coast Guard
Commander, Eleventh Coast Guard District