MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES COAST GUARD, THE UNITED STATES COAST GUARD AUXILIARY, AND THE IDAHO DEPARTMENT OF PARKS AND RECREATION

STATEMENT OF POLICY REGARDING COOPERATION BETWEEN IDAHO DEPARTMENT OF PARKS AND RECREATION AND THE U.S. COAST GUARD AUXILIARY

This Memorandum of understanding (MOU) is between the Idaho Department of Parks and Recreation (hereafter referred to as the Department). the United States Coast Guard (hereafter referred to as the USCG), and the United States Coast Guard Auxiliary (hereafter referred to as the USCG AUX).

To achieve mutual goals, the Department, the USCG, and the USCG AUX agree to work together according to the guidelines for activities set forth herein. These guidelines describe a process for working in cooperation to promote boating safety for Idaho boaters.

Now, therefore, the parties agree as follows:

I. THE USCG AUX SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

A. Schedule, administer, and conduct boating safety courses in the State of Idaho through the pertinent USCG AUX administrative structure.

B. All USCG AUX Flotillas in the state will collaborate to strive to offer at least one boating safety course every four months in each major metropolitan area of the state, where the USCG AUX has a presence, in accordance with the National Association of Boating Law Administrators (NASBLA) guidelines and course requirements. When practical, the USCG AUX flotillas will consider offering such courses in other areas of the state.

C. Utilize State of Idaho boating law pamphlets in the content of all courses, covering the state specific material in detail. USCG AUX will include a ten to fifteen (10-15) question supplement covering state laws in the final examination for the course. A score on this section of seventy percent (70%) or better is mandatory for successful completion of the course.

D. Request the participation of Department personnel, or their designee from local sheriff offices, in the conduct of the classes covering state boating regulations and laws with at least two (2) weeks prior notice of the event.

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E. Upon completion of any course, the USCG AUX will complete a Department course record form with student names and test scores and forward the records to the Department within ten (10) working days for the purpose of including the data in the state's recordation system.

F. By January 15 of each year, each USCG AUX Flotilla will provide the Department with a schedule of boating safety courses for the year. The schedule will include the dates, times and locations for the classes and the name, address and phone number of a contact person for each course. In the event the scheduled courses are changed in any manner, the USCG AUX Flotillas will inform the Department of the changes within sixty (60) days, or as soon as practical, prior to the scheduled starting date.

G. No later than December 1 of each year, appoint three (3) USCG AUX members to a joint committee to pilot innovative public training and public affairs efforts, including the coordination of "Safe Boating Week" activities.

H. As requested, assist the state in proctoring Idaho Boating Basics examinations for court-assigned students.

I. Encourage USCG AUX members to provide volunteer assistance to the Department, through State Support Mission, at the Department's headquarters and at state parks with boating facilities.

J. As requested, endeavor to provide operational facilities, qualified crews and instructors to assist the Department with its annual "Marine Deputy Training School."

K. Assign a USCG AUX State Liaison Officer (AUXSLO) to work with the State Boating Law Administrator, or designated representative, in the execution and coordination of this policy. This appointment will be made with the advise and consent of the Department.

L. The AUXSLO will be the primary liaison between the Department and the USCG AUX. The AUXSLO will maintain communications with the Department and will work with the Department in the development of proposed legislation, volunteer placement and other programs that promote the mutual goals of the Department and the USCG AUX.

M. When using information regarding registration, accident and education statistics compiled through state programs for any public venue, the USCG AUX shall reference the Department. Public venue includes courses, exhibits, media contacts, editorials, speeches, publications and political contacts. The following shall serve

as an appropriate reference: "Information provided by the Idaho Department of Parks and Recreation."

2. THE IDAHO DEPARTMENT OF PARKS AND RECREATION SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

   A. Recognize successful completion of the National Association of State Boating Law Administrators (NASBLA) approved USCG AUX courses as meeting state education requirements when conducted in accordance with the above USCG AUX responsibilities.

   B. Provide a ten (10) question Idaho Boating Law supplemental examination to the USCG AUX that will be administered at the end of the course. A minimum score of seventy percent (70%) on the supplement will be required for successful completion of the course.

   C. Provide course record forms to the AUXSLO for distribution to USCG AUX public instructors to capture student data for inclusion in the Department recordation system.

   D. Upon request, strive to make available a Department representative, or designee form the local sheriff's office, to help teach the Idaho specific boating laws during USCG AUX public education classes.

   E. Provide pamphlets and other material containing current and accurate state boating law information to the USCG AUX public education classes to be distributed to each student attending NASBLA approved USCG AUX courses.

   F. Provide AUXSLO with periodic updates concerning changes in Idaho boating laws and regulations, statistics regarding boating accidents and statistics regarding the number of students certified and contacted through boating efforts.

   G. Recognize an original or notarized copy of a USCG AUX course completion certificate, dated prior to implementation of the program outlined in this memorandum, as acceptable for any state requirement needing proof of course completion.

   H. No later than December 1 of each year, appoint a representative of the Department to serve on a joint committee to pilot innovative public training and public affairs efforts, including the "Safe Boating Week" activities. Additional members from outside organizations will be jointly recruited by both parties if deemed necessary and reasonable.

I. Provide USCG AUX public education instructors with training and materials necessary to tech court-assigned students, and to proctor Idaho Boating Basics Examinations.

J. Periodically provide the USCG AUXSLO with information regarding volunteer opportunities for the Department, through State Support Missions, at the Department's Headquarters, North Region Office and at state parks with boating facilities.

K. At least thirty (30) days prior to the starting of the annual "Marine Deputy Training", the Department will inform the USCG AUXSLO of the dates, schedule and assistance needed for the USCG AUX in the conduct of the school. The needs will be specific in identifying dates, the number of operational facilities, instructors and other assistance required.

L. Designate a Department representative to maintain communications with the USCG AUXSLO regarding the development of legislation and other programs that promote the mutual goals of the Department and the USCG AUX.

M. Help increase public awareness of the USCG AUX services by including the USCG AUX in press releases, interviews and news stories either by reference or through participation where practical and appropriate.

3. MUTUAL RESPONSIBILITIES:

A. Additions and deletions may be presented and adopted by mutual consent of the parties at any time and will be included in this memorandum of understanding as part of the original agreement. Any amendments made to this understanding must be with the written consent of the parties.

B. This agreement will not conflict with the current Federal/State Cooperative Agreement between the USCG and the State of Idaho and shall be viewed as a supplement to that agreement to align our customer services to Idaho's recreational boaters.

C. This understanding is effective immediately upon signature of both parties and may be terminated by either party upon thirty (30) day written notice. It is agreed among the parties that this memorandum and its attachments represent the complete agreement among the parties.

D. 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

5-14-98

Commander, Thirteenth District — Date

APPROVED

5/14/98

District 13 Commodore, USCG Auxiliary — Date

For the State of Idaho:

APPROVED

May 14, 1998

Director Idaho Department of Parks & Recreation — Date

APPROVED

5-14-98

Idaho State Boating Law Administrator — Date