

**Memorandum of Agreement
Between
The United States Coast Guard Auxiliary
And
Kansas Department of Wildlife and Parks,
And
The U.S. Army Corps of Engineers, Kansas City District, Tulsa District**

I. PURPOSE

This Memorandum of Agreement (MOA) is made and entered into by the, United States Coast Guard Auxiliary (USCGA), Kansas Department of Wildlife and Parks (KDWP), U.S. Army Corps of Engineers, Kansas City District and U.S. Army Corps of Engineers, Tulsa District (COE) herein after "the parties".

The purpose of this MOA is to establish a general framework of cooperation among the USCGA, KDWP and COE. The parties propose to work together to achieve common goals of advancing public water safety awareness and compliance with state and Federal regulations. The parties propose to cooperate to:

- Jointly support and promote a standard Vessel Safety Check Program (VSCP)
- Promote and expand water safety awareness and boating education

II. AUTHORITY

The Corps is authorized by 31 U.S.C. 6305 to enter into an agreement with public entities to carry out a public purpose; and pursuant to the Federal Water Recreation Act, Public Law 102—580, Water Resources Development Act of 1992 to provide opportunities for non-Federal public and private groups or individuals to contribute to and participate in the operation and/or management of recreation facilities and natural resources at Corps water resources development projects.

Kansas Department of Wildlife and Parks is authorized by K.S.A. 32-807 to enter into agreements as necessary or incidental to its powers and duties in regulating use of state lake recreation grounds, natural areas, and water under its jurisdiction and control. Promotes public health and safety for the purpose which such waters are maintained and operated and provides for the protection and safe guard of such waters and facilities including inspection of boats.

The U.S. Coast Guard Auxiliary is authorized by 14 U.S.C. 141 and 46 U.S.C. 13109 to enter into an agreement with State and Local Governments in promoting boating safety. The U. S. Coast Guard Auxiliary may cooperate with the States and other interested

public and private agencies in planning, developing, and carrying out boating safety programs.

III. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

NOW WHEREAS, the U.S. Army Corps of Engineers, under the supervision of the Secretary of the Army, Kansas City District and Tulsa District is authorized to, among other things, construct, maintain, and operate public park and recreation facilities at water resource development projects under the control of the Department of the Army; and

WHEREAS, it is the policy of the Secretary of the Army, acting through the Chief of Engineers to manage the natural, cultural and developed resources of each project in the public interest, providing the public with safe healthful recreational opportunities while protecting and enhancing these resources; and

WHEREAS, the United States Coast Guard Auxiliary (USCGA) is a volunteer, non-military component of the United States Coast Guard (USCG) established to help the Coast Guard carry out its mission; and

WHEREAS, the United States Coast Guard Auxiliary provides boating education to the public through boating safety classes and the Vessel Safety Check Program (VSCP) that includes both federal and state safety requirements; and

WHEREAS, the Kansas Department of Wildlife and Parks (KDWP) is responsible for management of the state's living natural resources and whose responsibility includes protecting and conserving fish and wildlife and their associated habitats while providing for the wise use of these resources, and providing associated recreational opportunities; and

WHEREAS, the Kansas Department of Wildlife and Parks (KDWP) is responsible for providing public outdoor recreation opportunities through the system of state parks, state fishing lakes, wildlife management areas, and recreational boating on all public waters of the state; and

WHEREAS, the Kansas Department of Wildlife and Parks (KDWP) officers are state police officers and are empowered to enforce all violations of state law including boating law; and

WHEREAS, in meeting the needs of recreational boaters Kansas Department of Wildlife and Parks (KDWP) provides on the water assistance to the public, boating education courses, inspection of safety equipment in boats and investigates boating and water related accidents, and

WHEREAS, participating parties to this agreement have interest in enhancing public knowledge of both federal and state laws applicable to boating; and

WHEREAS, all participating parties have mutually agreed to work cooperatively whenever possible on issues of common interest consistent with agency recreational management and outreach program goals, objectives and plans including the development of a standard VSCP.

NOW, THEREFORE:

This MOA is made and entered into by and between the aforementioned parties to promote water safety and boating safety education.

IV. RESPONSIBILITY OF THE PARTIES

A. United States Coast Guard Auxiliary shall:

- Participate as Vessel Examiners (VE's) using Division 31 USCGA members.
- Maintain current nationally established and Kansas specific requirements of Vessel Safety Check Program (VSCP), the eligibility of various types of watercraft for these checks, and the criteria for the award of the VSCP decal.
- Provide vessel examiner training and training materials.
- Coordinate location and time with appropriate COE Lake or Operations Manager and KDWP Officers regarding planned or scheduled Vessel Safety Checks (VSC's). Contact shall be made at least two weeks in advance.
- Follow established USCG procedures to report results, reward performance, and ensure program integrity.
- Establish and maintain oversight of Kansas Vessel Examiners to ensure the integrity of the program meets the needs of the boating public and the USCG.
- Maintain adequate supply of the necessary and appropriate materials (e.g., manuals, videotapes, brochures, and decals) to support the VSCP.
- Utilize surveys and data collected, to evaluate the program for needed revisions to improve boating safety awareness.
- Implement an effective marketing outreach program to promote the interest of the boating public in the VSCP.
- Include information on non-indigenous aquatic nuisance species and appropriate notification procedures when those species are detected.

- Actively market participation in the VSCP to other agencies.
- Accept full responsibility for all liability issues that arise from VSC's. Neither the, KDWP, COE KC and COE Tulsa are liable for injury, death, property loss, or lawsuits incurred by USCGA members.
- Provide suggestions and ideas to the Joint Kansas VSCP Team with respect to the requirements of VSC's, the eligibility of various types of watercraft for these checks, and the criteria for the award of the VSC decal.
- Maintain the necessary training materials and establish internal procedures to report results, reward performance, and ensure program integrity.
- Maintain internal records of member training and qualification.
- Maintain an internal program for the storage and distribution of decals and other program materials.
- Perform other duties as necessary to ensure the efficient operation of the VSCP.

B. Kansas Department of Wildlife and Parks shall:

- Participate as VE's, when staffing levels allow. No law enforcement actions will be taken against a boater based on the results of a VSC.
- Assist in implementing an effective marketing outreach program to promote the interest of the boating public in the VSCP. This will communicate to the boating public that the VSC is voluntary and will not result in a citation.
- Provide suggestions and ideas to the Joint Kansas VSCP Team with respect to the requirements of VSC's, the eligibility of various types of watercraft for these checks, VSC decal, and the criteria for the award of the decal.
- Utilize surveys and data collected to evaluate the program for needed revision to improve boating safety awareness.
- KDWP will provide non-indigenous aquatic nuisance species information, educational information for educational purposes and reporting procedures to VE's to use in the VSCP.

C. COE, KCD and Tulsa shall:

- Support the VSCP and VE's
- Assist in implementing an effective marketing outreach program to promote the interest of the boating public in the VSCP.
- Provide suggestions and ideas to the Joint Kansas VSCP Team with respect to the requirements of VSC's, the eligibility of various types of watercraft for these checks, and the criteria for the award of the VSC decal.
- Utilize surveys and data collected, evaluate the program for needed revisions to improve boating safety awareness.
- Provide appropriate locations for VSC's.

D. All signing parties agree to:

- Establish a Joint Kansas VSCP Team.
- Provide appropriate personnel to serve on a joint team.
- Support the VSCP.
- Market the VSCP to the boating public within Kansas.
- Coordinate activities under the program within Kansas.
- Work towards resolving any issues that arise.
- Ensure a smooth working relationship among all Kansas VSC providers.

V. PRINCIPAL CONTACTS

Michael D. Stanley
Vessel Examiner
Division 31
U.S. Coast Guard Auxiliary
9539 22nd St.
Perry, KS 66073

Cherie Swayne
State Boating Law Administrator
Kansas Department Wildlife and Parks
900 SW Jackson Street, Suite 502
Topeka, KS 66612-1233

Gary L. Foster
Natural Resources Mgmt. Specialist
Operations Technical Support Branch
U.S. Army Corps of Engineers
Kansas City District
700 Federal Building,
Kansas City, MO 64106-2896

Gary L. Simmons
Park Ranger
U.S. Army Corps of Engineers
Tulsa, District
John Redmond Reservoir
1565 Embankment RD, SW
Burlington, KS 66839

VI. REVISION AND TERMINATION

This Memorandum Cooperative Agreement shall remain in effect and shall continue in full force for an indefinite term thereafter, unless terminated as hereinafter specified. The parties may modify the provisions of this agreement by mutual agreement in writing. This agreement may also be mutually terminated by agreement of the parties, or by any one party after providing the other party (30) days written notice of the intent to terminate. All parties agree to evaluate the Kansas VSCP Cooperative Agreement on or about one year after its' effective date to ensure the program is phasing in properly. Future evaluations shall be biannual. Non-participation by one of the Corps Districts will not constitute termination of the entire program.

IN WITNESS WHEREOF, parties hereto have executed this MOA as of the last date written below.

**U.S. ARMY, CORPS OF ENGINEER
KANSAS CITY DISTRICT**

By:  _____ Date 8-9-01
DONALD R. CURTIS, JR.
Colonel, U.S. Army
Kansas City District

**U.S. ARMY, CORPS OF ENGINEER
TULSA DISTRICT**

By:  _____ Date 8/19/01
Robert L. Suthard, Jr.
Colonel, U.S. Army
Tulsa District

U. S. COAST GUARD AUXILIARY

By:  _____ Date 9/15/01
Steven Reams
District Commodore
8th Western Rivers

U. S. COAST GUARD AUXILIARY

By: **APPROVED** Date 9-15-01
David Roundy
Commander, Director of Auxiliary

U. S. COAST GUARD AUXILIARY

By: **APPROVED** Date 9-22-01
Michael Snively
Division Captain, Division 31
8th Western Rivers

KANSAS DEPARTMENT OF WILDLIFE AND PARKS

By: **APPROVED** Date 9/15/01
Cheri Swayne
Boating Law Administrator

KANSAS DEPARTMENT OF WILDLIFE AND PARKS

By: **APPROVED**
Kevin Jones
Director
Law Enforcement Division

APPROVED
Assistant Secretary for Operations
KDWP



DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
700 FEDERAL BUILDING
KANSAS CITY, MISSOURI 64108-2896

REPLY TO
ATTENTION OF:

CENWK-OD-TR (lb/Gen)

MEMORANDUM FOR Commander, U.S. Army Engineer District
Tulsa, 1645 S. 101st East Avenue, Tulsa, Oklahoma 74128-
4609

SUBJECT: Memorandum of Agreement

1. Enclosed for your signature is a Memorandum of Agreement (MOA) between the Corps of Engineers (Kansas City and Tulsa Districts), United States Coast Guard Auxiliary, and Kansas Department of Wildlife and Parks.
2. The purpose of this (MOA) is to establish a general framework of cooperation among the aforementioned parties to achieve common goals of advancing public water safety awareness and compliance with state and Federal regulations.
3. Please sign and return the agreement to the Kansas City District in the self-addressed envelope. Once signed and returned Kansas City District will coordinate with Kansas Wildlife and Parks to obtain remaining signatures. The principle contact for your district is Gary Simmons, Park Ranger, John Redmond Reservoir.

APPROVED 

Encl

DONALD R. CURTIS, JR.
Colonel, EN
Commanding