MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES COAST GUARD, THE UNITED STATES COAST GUARD AUXILIARY, AND THE OREGON STATE MARINE BOARD

STATEMENT OF POLICY REGARDING COOPERATION BETWEEN
THE OREGON STATE MARINE BOARD
AND
THE U.S. COAST GUARD AUXILIARY

This Memorandum of Understanding (MOU) is between the Oregon State Marine Board (hereafter referred to as the Board), 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).

In furtherance of mutual goals, the Board, the USCG and the USCG AUX agree to work together according to the guidelines for activities set forth below. These guidelines describe a process for working in mutual cooperation in teaching public boating safety courses in order to create a safer operating experience for Oregon boaters.

NOW, THEREFORE, the parties agree as follows:

I. THE UNITED STATES COAST GUARD AND THE UNITED STATES COAST GUARD AUXILIARY SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

A. Schedule and administer boating safety courses in the State of Oregon 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 State 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 Oregon pamphlets covering Oregon boating laws in the conduct of all NASBLA approved USCG AUX courses. Administer the Oregon State Boating Basics Exam in courses as designated. 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 70 percent (70%) or better is mandatory for successful completion of the course.

D. Coordinate public school education classes with local county sheriffs' marine patrol to avoid duplication and maximize coverage.

E. By January 15 of each year, each USCG AUX flotilla will provide the Board 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 for each course. In the event the scheduled courses are changed in any manner, the USCG AUX flotillas will inform the Board of the changes within sixty (60) days, or as soon as practical, prior to the scheduled starting date.

F. 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.

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

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

I. As requested, endeavor to provide operational facilities, qualified crews and instructors to assist the Board with its annual "Marine Law Enforcement Spring Basic Training School."

J. 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 advice and consent of the Department.

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

L. Maintain a data base of people who pass USCG AUX boating safety courses.

II. THE OREGON STATE MARINE BOARD SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

A. Recognize successful completion of NASBLA approved USCG AUX courses as meeting state education requirements when conducted in accordance with the above USCG AUX responsibilities.

B. Provide state pamphlets and/or other materials as appropriate containing current and accurate boating law information for each student attending NASBLA approved USCG AUX courses. New pamphlets and/or periodic updates to pamphlets will be provided as required by changes in State of Oregon laws.

C. Provide a ten to fifteen (10-15) question Oregon Boating Law supplemental examination to the USCG AUX that will be administered at the end of the course. A minimum score of 70 percent (70%) on the supplemental will be required for successful completion of the course.

D. Provide annual orientation workshops to USCG AUX instructors covering state watercraft laws and regulations, and statistics regarding boating accidents.

E. Provide USCG AUX instructors periodic updates concerning changes in state of Oregon boating laws and regulations.

F. Recognize an original or notarized copy of a USCG AUX course completion certificate as acceptable for any state requirement needing proof of course completion.

G. At least thirty (30) days prior to the starting date of the annual Marine Law Enforcement Spring Basic Training School, the Board will inform the USCG AUX State Liaison Officer of the dates, schedule and assistance needed from the USCG AUX in the conduct of the school. The needs will be specific identifying dates, the number of operational facilities, instructors and other assistance required.

H. The designated Board representative will maintain communication with the USCG AUXSLO and will work with the AUXSLO in the development of proposed legislation and other programs that promote the mutual goals of the Board and the USCG AUX.

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

III. MUTUAL RESPONSIBILITIES

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

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

C. The effective date of this understanding is May 18, 1998, and may be terminated by either party upon 30 days written notice. It is agreed between the parties that this memorandum and its attachments represent the complete agreement between 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 States Coast Guard and the USCG Auxiliary:

APPROVED

5-22-98

Commander, Thirteenth USCG District — Date

APPROVED

5/17/98

District Commodore, USCG Auxiliary — Date

For the State of Oregon

APPROVED

5/19/98

Director, Oregon State Marine Board — Date