

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF _____

AND

THE UNITED STATES COAST GUARD

1. Parties

The State of _____ and the United States Coast Guard (hereafter “USCG”), collectively referred to as the “Parties,” hereby agree to enter into this Memorandum of Understanding (hereafter “MOU”) to describe the terms and conditions under which the USCG Auxiliary may provide boating safety resources on waters within _____.

2. Purpose

3. Legal Authority

14 U.S.C. Section 141, USCG: Cooperation with other agencies, States and political subdivisions

4. Responsibilities

At the request of the State of _____, the USCG Auxiliary will:

- 1)
- 2)
- 3)

5. Points of Contact

A. USCG Points of Contact:

- 1)
- 2)

3)

B. State of _____ Points of Contact:

1)

2)

3)

6. Precedence

This MOU and supplemental agreements supersede all written and oral proposals and other communications pertaining to the provision of USCG Auxiliary services to the State of _____.

7. Dispute Process

If possible, disputes will be resolved by informal discussion between the Parties. If the Parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved by the respective heads of the Agencies. Disagreements between the Parties arising under or relating to this MOU will be resolved only by consultation between the Parties and will not be referred to any other person or entity for settlement.

8. No Rights in Non-Parties

This MOU is between the Parties as designated in the MOU and is not intended, and should not be construed, to create or confer any other person or entity any right or benefit, substantive or procedural, enforceable at law, or otherwise against the State of _____, the USCG, the United States, another party, as may be designated by agreement between the parties, or any locality, or other sponsor under whose auspices a party is participating, or the officers, directors, employees, detailees, agents, representatives, contractors, sub-contractors, consultants, advisors, successors, assigns, or their agencies thereof.

9. Changes and Modifications.

Substantive changes and/or modifications to this MOU shall be in writing and signed by the appropriate officer of the USCG and the State of _____, or their duly authorized representatives acting within the scope of their authority. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this MOU. All requests for interpretation or modification shall be made in writing.

10. Liability

While providing boating safety services pursuant to this MOU and under orders issued from a USCG Order Issuing Authority, USCG Auxiliary personnel are employees of the United

States for purposes of the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2671-2680). The liability of the Parties for any matter sounding in tort will be determined in accordance with the provisions of the Federal Tort Claims Act, or other applicable Federal liability statutes.

11. Effective Date and Termination

This MOU will become effective upon the date of the latest signature and shall remain in force until terminated by mutual agreement of the Parties.

Either Party may terminate this MOU at any time, with or without cause, and without incurring any liability or obligation to the terminated Party by giving the other Party at least thirty (30) days' prior written notice of termination.

12. Severability

If any term or provision of this MOU is determined to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions hereof shall remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party; and the Parties hereto shall negotiate in good faith to modify this MOU so as to effect the original intent of the Parties as closely as possible so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible permitted by law.

IN WITNESS WHERE OF: Each Party hereto has caused its duly authorized representative to execute this MOU by affixing their signatures and the date of execution:

FOR THE USCG:

Date

FOR THE STATE OF _____:

Date
