

**Memorandum of Agreement
Between
The United States Coast Guard Auxiliary, Division 8
And
The U.S. Army Corps of Engineers, Lake Shelbyville, St. Louis District**

I. PURPOSE, AUTHORITY, AND REFERENCES

This Memorandum of Agreement (MOA) is entered into by and between the U.S. Coast Guard Auxiliary (USCGA), Division 8 and U.S. Army Corps of Engineers (USACE), Lake Shelbyville, St. Louis District herein after "the parties." This MOA is entered into pursuant to 14 U.S.C. 141 and 14 U.S.C. 822 and/or 33 U.S.C. 569c which authorizes USACE to accept volunteer services.

The purpose of this MOA is to establish a mutual framework of cooperation between the parties in activities that support Lake Shelbyville.

The parties will cooperate to:

- Jointly support and promote a standard Vessel Safety Check Program (VSCP)
- Promote and expand water safety awareness and boating education
- Offer assistance to stranded boaters
- Offer assistance during search and rescue operations
- Establish and maintain homeland security initiatives

In 1939, U.S. Congress established a United States Coast Guard Reserve. In 1941, U.S. Congress created a military reserve and created the United States Coast Guard Auxiliary. As stated in part in 14 U.S.C. 822, "The purpose of the Auxiliary is to assist the Coast Guard." The Coast Guard Authorization Act of 1966 expanded the Coast Guard Commandant's authority to use the Auxiliary to assist other federal agencies in areas other than recreational boating safety. The Auxiliary is specifically declared by statute to be non-military. The Auxiliary's role does not extend into any military or law enforcement missions.

Auxiliary units are authorized to accept the free use of space from yacht clubs, marinas, and other organizations in order to conduct Auxiliary activities.

While performing tasks under this MOA USACE personnel are the only authorized personnel that have the authority to enforce Title 36 – Parks, Forests, and Public Property, Chapter III – US Army Corps of Engineers, Part 327 – Rules and Regulations Governing Public Use of Water Resources Development Projects Administered by the Chief of Engineers.

II. RESPONSIBILITIES

Subject to applicable Federal laws, regulations, and policy.

A. Both parties shall:

- Work together to establish a boating and water safety promotion team.
- Provide appropriate personnel or individuals to serve on the promotion team.
- Support boater safety courses, the Vessel Safety Check Program (VSCP), and promoting the basic boating and water safety principles.
- Work towards resolving any issues or concerns pertaining to this MOA that arise.
- Ensure a smooth working relationship between all partners and providers.
- Participate as Vessel Examiners.
- Assist in coordinating and presenting boater safety courses at Lake Shelbyville.
- Maintain adequate supply and an internal program for the storage and distribution of their agency's program materials (manuals, videotapes, brochures, decals) to support boater safety courses, VSCP, and local distribution.
- Utilize feedback 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 to take boater safety courses, participate in the VSCP, and become aware of the basic boating and water safety principles. This program will also include actively marketing participation in boater safety courses, the VSCP, and special events to other agencies.
- Coordinate and participate in special events where boating and water safety awareness can be promoted to the public. Utilize water safety robotic units whenever possible. USACE personnel will assist in operating USACE owned robotic units (e.g. Corkey and Seamoor) at all scheduled events and USCGA members will assist in operating USCGA owned robotic units (e.g. Coastie) at all scheduled events.
- Prepare and distribute news releases concerning boating and water safety awareness.
- When appropriate during boater safety courses, the VSCP, and special events include information concerning carbon monoxide poisoning and boating.
- Participate in meetings as necessary to discuss and report status of tasks developed under this MOA.

- Perform other duties as necessary to ensure the efficient operation of tasks performed under this MOA.

B. U.S. Coast Guard Auxiliary shall:

- Maintain current nationally established and Illinois 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 to ensure the integrity of the program meets the needs of the boating public, the USCG, and USACE.
- Provide vessel examiner training and training materials for USCGA members and USACE personnel.
- Maintain internal records of member training and qualification.
- Coordinate location and time regarding Vessel Safety Checks (VSC's) with appropriate Lake Shelbyville USACE personnel. Contact shall be made at least two weeks in advance.
- Provide the Lake Shelbyville USACE personnel with a monthly report detailing tasks performed under this MOA.
- Apply for grants that will help support tasks performed under this MOA. Prepare grant packages with assistance from USACE personnel.
- Assist stranded boaters on Lake Shelbyville during routine water patrols. On a monthly basis provide Lake Shelbyville USACE personnel and Illinois Department of Natural Resources (IDNR) Conservation Police with a list of contacts and dates when water patrols will occur.
- Assist USACE personnel with water search and rescue operations. Provide Lake Shelbyville USACE personnel and IDNR Conservation Police with a list of qualified members that can assist with water search and rescue operations.
- Assist in keeping boaters out of certain areas during search and rescue operations and special events.
- Assist in maintaining the homeland security program for Lake Shelbyville. Report any suspicious activities that are observed at Lake Shelbyville to the USACE and County Sheriff Departments. Coast Guard orders will be obtained by the USCGA to assist the USACE in monitoring water boundaries of areas that are restricted from public access during certain Federal Protection Condition levels. For security purposes the USCGA shall provide the USACE information concerning their members and vessels that will be monitoring Lake Shelbyville waters during heightened security levels. The USCGA and USACE will work together to coordinate an on-the-water monitoring schedule.

- Provide USCGA members to accompany Lake Shelbyville USACE personnel during routine boat patrol. For safety purposes this will help ensure that at least two people are in the same vessel in case the need for assistance arises. USCGA members will be required to sign a volunteer agreement before entering any USACE vessel.

C. U.S. Army Corps of Engineers, St. Louis District, Lake Shelbyville

- Assist USCGA in preparing grants that will help support tasks performed under this MOA.
- Provide appropriate locations for vessel safety checks.
- Establish and maintain homeland security initiatives at Lake Shelbyville. Report any suspicious activities to the proper authorities. During certain Federal Protection Condition levels oversee and monitor boundaries of areas that have been closed to the public.
- Coordinate and/or assist other agencies in search and rescue operations.
- Coordinate and/or assist in keeping boaters out of certain areas during search and rescue operations and special events.
- Provide water safety robotic unit (e.g. Corkey, Seamoor, and Coastie) operator training and training materials for USCGA members and USACE personnel.

III. MUTUAL UNDERSTANDINGS

A. Specific activities to be conducted under this MOA and the method of their implementation will be defined on a case-by-case basis by the USACE and USCGA considering the merit of the proposed activity, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors. As appropriate, implementation of specific activities under this MOA will be outlined in separate agreements, such as Challenge Partnership Agreements or Volunteer Agreements, which will be coordinated through mutual agreement between the USACE and USCGA.

B. This MOA defines the general terms upon which the USACE and USCGA will cooperate. Performance by either Party under the terms of this MOA is subject to the availability of appropriated funds and personnel resources through their respective funding procedures. This MOA is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds, or transfer of anything of value, between Parties to this MOA will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such endeavors will be outlined in separate agreements, such as Challenge Partnership Agreements or Volunteer Agreements, which shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This MOA does not provide

such authority. Specifically, this MOA does not establish authority for noncompetitive award to the Coast Guard Auxiliary of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

C. The activities conducted under this MOA may be documented and made available through appropriate journals, publications, or other established channels, consistent with good scientific practice. Publications documenting cooperative efforts may be prepared by either party or jointly, provided that each party is given opportunity to review and concur with manuscripts prior to publication. In the event such reports or publications are copyrighted, each party shall have a royalty free right under the copyright to reproduce, distribute, and use such copyrighted work for their own purposes.

The Parties may release their own materials to the public. The Parties will consult with each other prior to any releases that reference the other party's participation, and such releases shall be consistent with the other Parties' laws and policies.

The Parties agree that sharing credit is mutually beneficial and will ensure that appropriate citation and attribution is given for work performed under this MOU. Uses of a Party's logo or seal, however, will require advance approval by that party.

D. This MOA may be modified or amended by mutual agreement of both parties in writing.

E. The MOA may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party. Otherwise, this MOA will remain in effect indefinitely.

IV. POINTS OF CONTACT

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IV. EFFECTIVE DATE

The Parties have executed this MOA as of the last date written below.

U.S. ARMY, CORPS OF ENGINEERS
ST. LOUIS DISTRICT

By:


For C. Kevin Williams
Colonel, U.S. Army
District Engineer

Date

6 Jul 04

U.S. COAST GUARD AUXILIARY
Eighth District

By:


CDR David P. Roundy
Director of Auxiliary

Date

6 July 2004