

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES
COAST GUARD AND THE NATIONAL ASSOCIATION OF STATE BOATING
LAW ADMINISTRATORS, Inc. (NASBLA) REGARDING THE COAST
GUARD'S RECOGNITION OF THE NASBLA BOAT OPERATIONS AND
TRAINING (BOAT) PROGRAM AS THE NATIONAL STANDARD FOR THE
TRAINING AND CREDENTIALING OF STATE, LOCAL, COUNTY AND
TRIBAL MARITIME LAW ENFORCEMENT OFFICERS AND RESCUE
PERSONNEL.**

1. **PARTICIPANTS.** The participants to this memorandum of understanding (MOU) are the United States Coast Guard (USCG) and the National Association of State Boating Law Administrators, Inc. (NASBLA).
2. **AUTHORITY.** This MOU is authorized under 46 U.S.C. § 13109.
3. **PURPOSE.** The purpose of this MOU is to set forth terms by which the USCG and NASBLA intend to provide personnel, policies, and programs to maintain NASBLA's Boat Operations and Training (BOAT) Program as the National Standard. The program is designed to enhance the active relationship between the USCG, NASBLA and State, Local, County and Tribal Maritime law enforcement officers and rescue personnel, by providing a USCG recognized standard for maritime boat training, competency achievement, credentialing and currency maintenance.
4. **RESPONSIBILITIES:**

Coast Guard.

- a. The USCG recognizes the NASBLA Boat Operations and Training (BOAT) Program as the National Standard for the purpose of maritime boat training and credentialing of State, Local, County and Tribal maritime law enforcement officers, and rescue personnel.
- b. The USCG Office of Boat Forces (CG-731) intends to act as the primary USCG office responsible under this MOU.
- c. The USCG shall endeavor to provide personnel in support of maintenance, review, or modification to the NASBLA BOAT Program. Namely, the Deputy Chief, Office of Boat Forces and one member representing field operations.
- d. The USCG shall ensure that USCG field units are aware of this MOU and the merits of having a national standard as it relates to interoperability with its law enforcement and rescue partners.
- e. The Office of Boat Forces intends to provide status/progress reports to the Deputy Commandant for Capability as requested.
- f. The USCG shall ensure all actions taken pursuant to this MOU comply with federal laws and regulations concerning the ethical conduct of government employees and organizations.

NASBLA.

- a. The NASBLA Chief Executive Officer and/or his designee intend(s) to act as the primary position responsible under this MOU.
- b. NASBLA shall endeavor to seek alignment with USCG policies, procedures, tactics, and techniques by providing the USCG Office of Boat Forces and its designated representative unrestricted access to its curriculum, course delivery documentation, after action reports, and lessons learned.
- c. NASBLA will provide the Deputy Chief, Office of Boat Forces and one member representing field operations (USCG liaisons) a seat on the NASBLA BOAT Program Advisory Panel.
- d. NASBLA will follow the standards, practices and policies set forth in its NASBLA Instructor Credentialing Program.

5. POINTS OF CONTACT:

USCG. Mr. Jeff Wheeler, Deputy Chief, Office of Boat Forces (CG-731), 2703 Martin Luther King Jr Ave, SE, Washington, DC 20593, (202) 372-2473.

NASBLA. Mr. John Johnson, CEO, National Association of State Boating Law Administrators, 1020 Monarch St, Suite 200, Lexington, KY 40513, (859) 225-9487

6. **OTHER PROVISIONS.** Nothing in this MOU is intended to conflict with current law or regulation or the directives of the United States Coast Guard or Department of Homeland Security or regulation, policy, or by-law of the National Association of State Boating Law Administrators. If a term of the MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of the MOU shall remain in effect.
7. **AVAILABILITY OF FUNDS.** This MOU does not constitute an actual obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOU, is subject to the availability of funds pursuant to the DoD Financial Management Regulation and other applicable laws and regulations. No provision in the MOU will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
8. **EFFECTIVE DATE.** The terms of this MOU will become effective on 15 March 2023.
9. **MODIFICATION.** This MOU may be modified upon the mutual written consent of the participants.

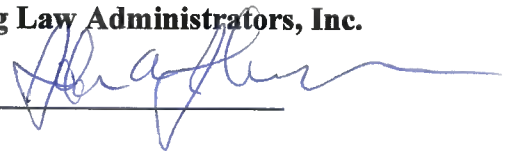
Todd C. Wiemers, RADM
Deputy Commandant for Capability
U. S. Coast Guard

Dated: _____



John Johnson, CEO
National Association of State
Boating Law Administrators, Inc.

Dated: _____



10. **TERMINATION.** The terms of this MOU, as modified with the consent of both participants, remain in effect unless terminated by the mutual consent of the parties. Either party, upon 30 days written notice to the other participant, may terminate this MOU.