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 the provisions of 14 U.S.C. SS 93(d), 46 U.S.C. 70132(a) and 46 U.S.C 70132(b) (1) (B) (ii).

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 establish 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 uniformed standard for maritime training, competency achievement, credentialing and currency maintenance.

4. RESPONSIBILITIES:

Coast Guard.

a. The USCG hereby establishes the NASBLA Boat Operations and Training (BOAT) Program as the National Standard for the purpose of training and credentialing 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 Operations as requested.
NASBLA.

a. The NASBLA Executive Director 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 intends to provide the Deputy Chief, Office of Boat Forces and one member representing field operations (USCG liaisons) a seat on the NASBLA BOAT Program Advisory Board.
d. NASBLA intends to follow the standards, practices and policies set forth in its National Instructor Certification Program.
e. NASBLA intends to follow the American National Standards Institute (ANSI) model for policies and procedures as they relate to course development and delivery.

5. POINTS OF CONTACT:

USCG. Mr. Jeff Wheeler, Deputy Chief, Office of Boat Forces (CG-731), 2100 2nd Street. SW, Washington, DC 20593, (202) 372-2473.

NASBLA. Mr. John Johnson, CEO, National Association of State Boating Law Administrators, 1500 Leestown Road Suite 330, Lexington, KY 40511, (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. EFFECTIVE DATE. The terms of this MOU will become effective on 11 May 2012.

8. MODIFICATION. This MOU may be modified upon the mutual written consent of the participants.

9. 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.
Brian M. Salerno, VADM  
Deputy Commandant for Operations  
U. S. Coast Guard  
Dated: 11/1/2012

John Johnson, CEO  
National Association of State  
Boating Law Administrators, Inc.  
Dated: 5/11/12