

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COMMONWEALTH OF KENTUCKY  
AND THE UNITED STATES COAST GUARD AUXILIARY

This MEMORANDUM OF UNDERSTANDING is between the Commonwealth of Kentucky (hereafter referred to as "Commonwealth ") and United States Coast Guard Auxiliary (hereafter referred to as USCGAUX).

In furtherance of their mutual goals the Commonwealth and USCGAUX agree to work together according to the guidelines for activities set forth below, to work in mutual cooperation in teaching boating safety courses and ultimately to create a safer operating experience for Kentucky boaters.

Now, therefore, the parties agree as follows:

**I. United States Coast Guard Auxiliary will cooperate as follows:**

- A. Schedule and administer boating safety courses in the Commonwealth through USCGAUX District, Division and Flotilla members charged with such responsibilities.
- B. Continue to conduct and administer boating safety courses in accordance with the National Association of State Boating Law Administrators (NASBLA) guidelines and course requirements.
- C. Provide to the Commonwealth information on the date, time and location of boating safety courses and provide the name and telephone number of a USCGAUX contact person.
- D. Utilize Commonwealth state pamphlets covering Commonwealth boating laws in the conduct of NASBLA-approved courses.
- E. Incorporate all required Commonwealth specific questions, as provided by the Commonwealth, in USCGAUX NASBLA-approved course final examinations.
- F. Provide each student successfully completing NASBLA-approved USCGAUX courses with a USCGAUX Certificate of Completion.
- G. Provide a principal USCGAUX point of contact to work directly with the Commonwealth in the execution of this program.
- H. Invite, at the convenience and availability of such persons, Commonwealth participation in the classes covering state boating regulations and laws.

**II. The Commonwealth will cooperate as follows:**

- A. Provide Commonwealth pamphlets and Commonwealth specific materials relating to boating laws and boating safety for each student attending NASBLA-approved USCGAUX courses.
- B. Provide up to ten examination questions (and answers) on Commonwealth specific laws and regulations.
- C. Provide USCGAUX instructors periodic updates concerning changes in Commonwealth boating laws and regulations.
- D. Post date, time, contact phone number and location of USCGAUX boating safety courses on the Commonwealth website and/or boat registration counters. It will be the responsibility of USCGAUX to provide such information to the Commonwealth.

- E. Recognize successful completion of USCGAUX NASBLA-approved courses as meeting any Commonwealth boating education requirements.
- F. This statement of cooperation in no way precludes the Commonwealth from entering into a similar agreement with any other organization.
- G. Upon the request of USCGAUX, the Commonwealth shall make a reasonable effort to provide personnel to make presentations at boating safety courses.

**III. Mutual Responsibilities:**

- A. Any amendments made to this agreement must be with the written consent of both parties.
- B. The effective date of this agreement is \_\_\_\_\_ and may be terminated by either party upon a thirty-day written notice. It is agreed between the parties that this memorandum and its attachments represent the complete agreement between the parties with respect to boating safety education.
- C. Each party shall review this MOU annually for amendments.
- 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 United States Coast Guard Auxiliary:**

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|--|-------------|------|
| Thomas C. Mallison                                 | (Signature) |      |
| District Commodore, Eighth District Eastern Region |             | Date |

**For the Commonwealth of Kentucky**

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|--|-------------|------|
| LT Mike Fields                                     | (Signature) |      |
| Kentucky Department of Fish and Wildlife Resources |             | Date |