MEMORANDUM OF UNDERSTANDING

UNITED STATES COAST GUARD AND MILWAUKEE ~~COUNTY~~ WISCONSIN FIRE DEPARTMENT WATER PATROL UNIT

1. PARTIES. The parties to this Agreement are the United States Coast Guard; Division V, Ninth District Western Region, United States Coast Guard Auxiliary (Auxiliary); and the Milwaukee Wisconsin Fire Department Water Patrol Unit (MFDPU).

   The Auxiliary is a volunteer civilian component and operational unit of the USCG engaged in conducting boating safety courses and related educational programs for the general public and conducting advanced technical training in surface vessel operations, boat crew operator training and search and rescue techniques for it own members.

   MFDPU is a unit of the Milwaukee Wisconsin Fire Department of which said city is a Wisconsin municipal corporation, and is engaged in general law enforcement and water patrol duties as well as boating safety activities in said county.

2. AUTHORITY. This Agreement is authorized under the provisions of

   14 U.S.C. §141 General (Coast Guard Cooperation with Other Agencies)
   14 U.S.C. §822 Purpose of Auxiliary

3. PURPOSE. The purpose of this Agreement is to set forth terms by which Auxiliary and the MFDPU operate on waters sharing jurisdiction within Lake Michigan. Both entities perform boating safety, water patrols, and vessel operation programs. The MFDPU has requested Auxiliary assistance in training its members in surface vessel operations and search and rescue techniques if the Auxiliary has time, personnel and resources available. The Auxiliary and USCG, in return, will have qualified local fire department personnel on water patrols within the Lake Michigan, Milwaukee city vicinity thereby increasing both the USCG/Auxiliary's and the MFDPU's effectiveness to patrol, respond and provide education to mariners in the local marine area.

4. RESPONSIBILITIES:

   a. Auxiliary agrees upon sufficient notification and when requested by MFDPU to permit designated members of the MFDPU to attend free of charge any of its scheduled public boating classes, Auxiliary boat crew training and / or Auxiliary advanced operational specialty courses. This is limited to class room

training and does not include purchases for any required text books, classroom materials or equipment.

b. Each party shall be the sole judge of the qualifications of its respective members.

c. Each party assumes and shall be responsible for all costs and expenses incurred by its own respective members. Each party affirms that it is self-insured.

d. The Auxiliary has no law enforcement authority and shall not be used to execute any general police powers during training or otherwise.

e. Members of the MFDPU may train on Auxiliary surface facilities but shall not act as crew thereof; Auxiliary instructors and assistant instructors may instruct on MFDPU vessels, but shall not act as crew thereof.

f. In no case will any weapons be carried on board Auxiliary vessels during training.

g. All crew and trainees must wear personal protective equipment (PPE) while on board or underway on Auxiliary surface vessels.

h. Operators of Auxiliary vessel facilities are responsible for the safety and conduct of the facilities' crew and any trainees or authorized passengers to the extent provided under applicable laws.

i. Parties shall keep a log as to dates, times, personnel, and material taught for each classroom training session and/or practical operational exercises to account for resource expenditure and qualifications competency.

5. POINTS OF CONTACT.

For the Coast Guard: the Operations Training Officer, Sector Lake Michigan, USCG Sector Lake Michigan, 2420 S. Lincoln Memorial Dr, Milwaukee, WI 53207-1997; 414-747-7150

For the Auxiliary: Mr. Gerry Hussin, Captain, Division 5, 1016 East Quarles Place, Fox Point, WI 53217-2924; 414-351-0819

For the Milwaukee Fire Department:

6. OTHER PROVISIONS. Nothing in this agreement is intended to conflict with current law or regulation or the directives of the United States Coast Guard, Auxiliary or the MFDPU. If a term of this agreement is inconsistent with such

authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

7. EFFECTIVE DATE. This understanding will become effective upon signature of this document by authorized parties.

8. MODIFICATION. This understanding may be modified upon the mutual written consent of the parties.

9. TERMINATION. This understanding shall continue in full force and effect unless terminated by (1) mutual consent of the parties or (2) 30 days advance written notice by either party.

APPROVED BY:

*(Give the name and position of the Coast Guard official(s) **authorized** to sign and date for the Coast Guard. Provide the name and position of the official authorized to sign and dating for the other party.)*

CAPT S. P. LaRochelle, USCG
Commander, Sector Lake Michigan

(date)

(Name)
(Title)

(date)

Mr. Gerald Hussin
Captain, Division 5, 9WR Auxiliary

(date)