

**MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN UNITED STATES
COAST GUARD STATION MENEMSHA (SECTOR SOUTHEASTERN NEW
ENGLAND, DISTRICT 1) AND THE TOWN OF CHILMARK POLICE DEPARTMENT**

**REGARDING MUTUAL ASSISTANCE UPON REQUEST FOR THE TIMELY
ASSISTANCE TO MARINE INCIDENTS WITHIN THE LEGAL BOUNDARIES OF
THE TOWN OF CHILMARK, MASSACHUSETTS**

1. **PARTIES:** The parties to this Agreement are the UNITED STATES COAST GUARD STATION MENEMSHA and THE TOWN OF CHILMARK POLICE DEPARTMENT
2. **AUTHORITY:** This Agreement is authorized under 14 U.S.C. SS 93(d), 14 U.S.C. SS 141 and is in keeping with the provisions set forth in the Coast Guard Addendum to the National Search and Rescue Supplement, COMDTINST 16130.2 (series) and the Maritime Law Enforcement Manual, COMDTINST 16247.1 (series).
3. **PURPOSE:** The purpose of this Agreement is to set forth terms by which Coast Guard Station Menemsha personnel may assist the Town of Chilmark, Police Department in the response to marine incidents within the established and recognized boundaries of Chilmark, Massachusetts. Marine incidents include but are not limited to security, pollution, search and rescue, and law enforcement related incidents that warrant the assistance of the Coast Guard in supporting another government agency.
4. **RESPONSIBILITIES:**
 - United States Coast Guard Station Menemsha**
 - a. Upon a request by the Chilmark Police Department, provide an asset or personnel and equipment, as determined by the Officer in Charge or his/her representative, to be used upon the requestors' assets for the express purpose of responding to marine incidents upon the waters of the Town of Chilmark.
 - b. No Coast Guard member shall be considered to be in "Command" of any town asset and may only operate said asset under the direct supervision and control of a member of the Chilmark Police Department.
 - c. As set forth in the Coast Guard Maritime Law Enforcement Manual, all Coast Guard members embarked upon a Chilmark Police Department asset shall adhere to the Coast Guard's Use of Force policy.
 - d. Nothing in this agreement shall compel or limit the discretion of the Officer in Charge, in the determination of what assistance, if any, may be provided.
 - e. No status/progress reports need be submitted.

Town of Chilmark Police Department

- a. Request, through the Officer in Charge or his/her duly appointed representative, assistance from Coast Guard Station Menemsha in the response to marine incidents upon the waters of the town. Initial requests may be oral but will be followed up with a written request submitted to the station within twenty four hours (24hrs). E-mail is an acceptable form of written request.
- b. Provide a safe and suitable asset, with properly trained operators, on which Coast Guard personnel and equipment will be deployed.
- c. If available, assist with providing Protective Custody or arrest for Boating under the Influence suspects.

5. POINTS OF CONTACT:

Officer in Charge Coast Guard Station Menemsha
20 Edy's Island Way
Chilmark, MA 02535
Tel: (508) 645-2661
Fax: (508) 645-3258

Chief of Police, Chilmark Police Department
15 State Rd
Chilmark, MA 02535
Tel: (508) 645-3310
Fax: (508) 645-3101

6. OTHER PROVISIONS: Nothing in this agreement is intended to conflict with the official policies of the United States Coast Guard. Where any provision of this Agreement conflicts with official policies, the official policy controls and the remainder of this Agreement shall remain in effect.
7. EFFECTIVE DATE: The terms of this Agreement will become effective on _____.
8. MODIFICATION: This Agreement may be modified upon the mutual [written] consent of the parties.
9. TERMINATION: The terms of this Agreement, as modified with the consent of both parties, will remain in effect until terminated by either party by providing written notice of termination.

APPROVED BY:

Jason L. Olsen, BMCS, USCG
Officer in Charge, U.S. Coast Guard Station Menemsha

Date: _____

Warren Doty
Chairman, Chilmark Board of Selectman

Date: _____