

**LETTER OF INTENT BY THE UNITED STATES COAST GUARD
REGARDING PARTNERSHIP AMONG
THE UNITED STATES COAST GUARD AUXILIARY,
THE COAST GUARD AUXILIARY ASSOCIATION, INC.,
AND
THE UNITED STATES ROWING ASSOCIATION**

1. **BACKGROUND.** The Parties to this Letter of Intent (hereinafter, “the LOI”) are the United States Coast Guard Auxiliary (hereinafter, “the Auxiliary”), the Coast Guard Auxiliary Association, Inc., (hereinafter, “the Association”), and the United States Rowing Association (hereinafter, “USRowing”). The Auxiliary supports the United States Coast Guard (hereinafter, “the Coast Guard”) mission of promoting recreational boating safety on and around the territorial waters of the United States. The Association is the only corporation authorized to conduct fundraising activities to support Auxiliary programs and serves as the conduit for receiving donations to the Auxiliary as a 501(c)(3) non-profit corporation as well as for receiving grants, funds, and other items for appropriate purposes. USRowing is a non-profit organization recognized by the U.S. Olympic and Paralympic Committee as the national governing body for rowing. The organization plays a pivotal role in advancing the sport. Founded in 1982, it oversees national team selection, runs events like the National Selection Regatta and Olympic trials, and represents the country in international rowing competitions. The levels of participation and mutual benefit among the Parties have continued to grow and warrant continuation of these partnerships pursuant to provisions of this LOI.
2. **PURPOSES.** The purposes of this LOI are to provide a convenient environment for the Auxiliary to promote safe recreational boating practices by providing recreational boating safety training, education, and outreach and offering program visits and vessel safety checks to the public at USRowing locations and related events.
3. **EXPECTATIONS.**

The Auxiliary will, at its discretion:

- a. Conduct recreational boating safety training and education, public affairs events, booths, tables, and talks, and vessel safety checks at USRowing locations during National Safe Boating Week and other mutually agreed times and events.
- b. Conduct program visits at USRowing locations to provide recreational boating safety information and update displays with current safety pamphlets.
- c. Conduct annual stewardship meetings to keep this LOI on track and review results.
- d. Establish and maintain relationships between local Auxiliary flotillas and USRowing event organizing teams to plan and execute safety events.

- e. Distribute content promoting this LOI and related events. All content must be approved by all Parties before use and must abide by Auxiliary requirements for the protection of copyrights and trademarks.
- f. Share creative assets such as approved logo images to create marketing, advertising, and public relations content. Issue press releases announcing this LOI at the program launch and throughout the year as events are scheduled.

USRowing will, at its discretion:

- a. Identify the Auxiliary and the Association as partners on the USRowing website and in appropriate content areas, events, and communications as mutually agreed upon.
- b. Offer free tent space for outreach opportunities for recreational boating safety awareness at events. Whatever the Auxiliary deems best at regional and national championship level events, it will be provided the access and opportunity to do so for public outreach purposes.
- c. Create Auxiliary vessel safety check awareness campaigns for USRowing member organizations to increase participation for recreational boating safety and for coaching launches.
- d. Encourage the invitation and participation of the Auxiliary for events where recreational boating safety booths may be established and for on-the-water support at events.
- e. Identify the Auxiliary as a partner at events.
- f. Make event space and facilities available for scheduled recreational boating safety classes and presentations and vessel safety checks conducted by Auxiliary personnel.
- g. Send notices to all organizational members encouraging support for this LOI and as related events are planned and developed.
- h. Include recreational boating safety messaging with the Auxiliary during media programs and publications.
- i. Prominently display Auxiliary QR codes in rowing safety communications and in-facility recreational boating safety displays.
- j. Distribute content promoting this LOI and related events. All content must be approved by all Parties before use and must abide by Auxiliary requirements for the protection of copyrights and trademarks.
- k. Share creative assets such as approved logo images to create marketing, advertising, and public relations content. Issue press releases announcing this LOI at times including at program launch and throughout each year as events are scheduled.

The Association will, at its discretion:

- a. Promote Auxiliary recreational boating safety programs through advertising, public relations efforts, editorials, internal logo branding, website promotional and other forms of communications designed to reach the recreational boating public. The Association will continue the active promotion of Auxiliary recreational boating safety programs during the period of this LOI.
 - b. Identify USRowing as a valued corporate supporter of Auxiliary recreational boating safety programs on the Association's website and other public facing media.
 - c. Continue its financial support of the Auxiliary in its efforts to implement recreational boating safety programs consistent with its responsibility to manage all fiscal matters and fundraising efforts in support of Auxiliary activities not funded by the Coast Guard.
4. **PERSONNEL.** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
 5. **NOTICE.** Any notice or communication required or permitted under this LOI will be sufficient if delivered in person or by U.S. Mail, certified mail, return receipt requested, or electronically to the persons immediately set forth below, or to such other address or Party as one Party may have furnished in writing to the other.
 6. **POINTS OF CONTACT.** The following individuals will be the points of contact for this LOI. Each Party may change its point of contact upon reasonable notice to the other Parties. Changes to this section do not require a formal amendment to this LOI.

U.S. Coast Guard Auxiliary
Commodore John C. Krogmann, Jr.
Deputy National Commodore -
Recreational Boating Safety
(or successor)
P.O. Box 160
Catawba, VA 24070
jckcatinc@aol.com
Cell Phone: (703) 786-8118

USRowing
Tom Rooks
Director, Sport Safety & Operations
(or successor)
1 South Post Road
West Windson, NJ 08550
thomas.rooks@usrowing.org
Cell Phone: (609) 786-9026

Coast Guard Auxiliary Association, Inc.

Dale E. Fajardo

President and CEO

(or successor)

1301 W. 1st St. Suite E1

Granite City, IL 62040

dale.fajardo@cgauxa.org

Cell Phone: (618) 823-5009

7. ADDITIONAL PROVISIONS.

- a. Unless mutually agreed to by the parent organization's officials having authority to obligate funds, neither the Auxiliary nor the Association will charge USRowing for costs stemming from its participation under this LOI to the other organization or its parent organization. USRowing agrees that it will not charge costs stemming from its participation under this LOI to the Auxiliary or the Association.
- b. The Parties acknowledge that all activities in furtherance of this endeavor must be in full compliance with applicable law and Coast Guard and Auxiliary regulations and policies. USRowing agrees not to take any action involving or referencing the Auxiliary or the Association which is contrary to the same.
- c. Nothing in this LOI is intended to conflict with current law, regulations, policies, or directives of the Coast Guard, the Auxiliary, or the Department of Homeland Security. If any term of this LOI is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this LOI shall remain in full force and effect.
- d. USRowing agrees not to use the Coast Guard, the Auxiliary, or the Association names, insignia, or logos without the express written consent of the Coast Guard, the Auxiliary, or the Association to make any reference to the Coast Guard or the Auxiliary that is prohibited by law or regulation. The terms of this LOI provide a limited license to USRowing for its use of the Auxiliary name or derivations thereof, insignia and/or logos in advising its members of the benefits of this LOI.
- e. The Auxiliary agrees not to use USRowing's name, insignia, logos, or any other reference to USRowing without USRowing's prior written consent. The terms of this LOI provide a limited license to the Auxiliary and the Association for their use of USRowing's name or derivations thereof, insignia and/or logos in advising its members of the benefits of this LOI.
- f. This LOI does not create any right or benefit, substantive or procedural, enforceable at law or equity by any persons, whether or not a party to this LOI, against the Auxiliary, the Association, the Coast Guard, the Department of Homeland Security, USRowing, or their officers, employees, agents, or contractors.

g. It is agreed and understood by the Parties that by entering this LOI, neither the Coast Guard, the Auxiliary, nor the Association endorse USRowing or its goods and services, and no representations indicating such endorsement shall be made by USRowing. USRowing further agrees not to use the Coast Guard, the Auxiliary, or the Association name, derivations thereof, insignia, logo, or other reference to the Coast Guard, the Auxiliary, or the Association, which in anyway states or infers Coast Guard, Auxiliary, or Association product endorsement, political or legislative position, or any other reference to the Coast Guard, the Auxiliary, or the Association that is prohibited by law or regulation.

h. This LOI constitutes the entire understanding among the Parties. The Parties represent and warrant that their signatories have authority to represent them.

8. MODIFICATIONS. This LOI may not be modified in whole or in part without the written mutual consent of all Parties

9. EFFECTIVE DATE. This LOI will become effective upon the last signature of the Parties.

10. TERMINATION. The terms of this LOI, as modified with the consent of the Parties, will remain in effect until terminated by any Party. Any Party may terminate this LOI upon sixty (60) days written notice to the other Parties.

11. APPROVED BY.

For the U.S. Coast Guard.



CAPT

Printed Name: Captain Brent Schmadeke, U.S. Coast Guard
Position: Chief, Office of Auxiliary and Boating Safety (CG-BSX)

Date: 25 Nov 2024

12. ACKNOWLEDGED BY.

For the U.S. Coast Guard Auxiliary.



Printed Name: Commodore Mary L. Kirkwood
Position: National Commodore

Date: 12/3/24

For the Coast Guard Auxiliary Association, Inc.



Printed Name: Dale E. Fajardo
Position: President and CEO

Date: 06 Dec 2024

For USRowing.



Printed Name: Thomas Rooks
Position: Director of Sport Safety and Operations

Date: 13 Jan 2025