

**COPY**

**MEMORANDUM OF AGREEMENT AMONG  
THE UNITED STATES COAST GUARD AUXILIARY,  
THE COAST GUARD AUXILIARY ASSOCIATION, INC.  
AND  
THE NATIONAL SAFE BOATING COUNCIL  
REGARDING RECREATIONAL BOATING SAFETY AND MUTUAL SUPPORT OF  
NATIONAL SAFE BOATING WEEK**

**I. PARTIES.**

The parties to this agreement are the United States Coast Guard Auxiliary (“the Auxiliary”), the Coast Guard Auxiliary Association, Inc. (“the AuxA”), and the National Safe Boating Council (“the NSBC”).

**II. AUTHORITY.**

A. The Auxiliary is authorized to enter into this Agreement by Title 14 U.S.C. §§ 3901-3902 and the Auxiliary Manual, Commandant Instruction M16790.1 (series).

B. The AuxA is authorized to enter into this Agreement pursuant to its Articles of Incorporation, Bylaws, and policy as set by its Board of Directors.

C. The NSBC is authorized to enter into this agreement by approval of its Board of Directors.

**III. PURPOSE.**

The purpose of this Agreement is to set forth terms by which the Auxiliary and the NSBC will continue to provide mutual support in all aspects of recreational boating safety. In addition, the parties will leverage their assets and expertise to promote the goals of National Safe Boating Week (NSBW) and the International Boating and Water Safety Summit (IBWSS), provide advice and guidance to multiple training efforts undertaken by each organization, assist with the distribution of safe boating educational materials, and emphasize the critical message relating to life jacket use and the NSBC Safe Boating Campaign logo: “WEAR IT.”

**IV. BACKGROUND.**

A. The Auxiliary, the AuxA, and the NSBC have agreed to work together to engage more recreational boaters in safe and enjoyable on-water recreational activities, to enroll more students in boater safety education courses, to publicize the importance of wearing a life jacket and boating sober, to assist the NSBC with its promotion of recreational boating safety (RBS) during NSBW, and to publicize other boating safety messaging throughout the year.

B. The NSBW is an annual event symbolically launching the recreational boating season nationwide. It introduces a year-long campaign to provide boaters with recreational boating safety information with the goal of reducing death, personal injury and damage to property among the recreational boating public.

V. RESPONSIBILITIES.

A. The Auxiliary will:

1. Prior to July 1<sup>st</sup>, annually provide to NSBC its data from the previous year regarding its promotion of NSBW and its other RBS activities. If available, the data will include without limitation:

- a. The number of vessel safety checks conducted.
- b. The number of Recreational Boating Safety Partner visitations made.
- c. The number of public education classes given.
- d. The number of public affairs hours reported by Auxiliary members.

2. At the discretion of the Auxiliary, issue press releases and/or publish articles, as appropriate, in coordination with the Auxiliary and U.S. Coast Guard (USCG) Offices of Public Affairs, in national Auxiliary publications, newsletters and on the Auxiliary's national website.

3. At the discretion of the Auxiliary, provide and promote the NSBC's initiatives such as the IBWSS, the Congressional Reception and awards, and the NSBC's training opportunities.

4. At the discretion of the Auxiliary, promote and disseminate the NSBC Safe Boating Campaign resources and RBS messaging including the "WEAR IT" logo and other successor RBS promotional campaigns by:

- a. Using co-branded logos when available and approved in advance by the Chief, USCG Office of Auxiliary and Boating Safety.
- b. Including them in public education courses.
- c. Discussing them during vessel safety checks.
- d. Including them in materials distributed during RBS Partner Visitation.

B. The AuxA will:

1. Promote NSBW and the Auxiliary's RBS messaging through public relations efforts, editorials, internal logo branding, web site promotional and other forms of communication designed to reach the recreational boating public as its resources may permit. The AuxA intends to continue its active promotion of NSBW during the period of this Agreement.

2. Identify the NSBC, as the USCG grantee sponsoring NSBW by utilizing approved Public Service Announcements and other media assets.

3. Support the Auxiliary in its efforts to implement NSBW as authorized by the Commandant of the Coast Guard.

4. Promote NSBC messaging through the Auxiliary's Public Affairs Directorate, and educate its members about the Auxiliary's RBS program and the NSBW's web site.

5. As its resources permit, provide USCG RBS publications for use and distribution for NSBW.

C. The NSBC will:

1. Continue to apply for and manage annual USCG grant programs featuring NSBW and IBWSS.

2. Develop public service announcements and other media promoting the goals of NSBW.

3. In cooperation with other agencies, plan and administer the annual IBWSS.

4. Utilize its web presence to provide links to member organizations and share important dates of RBS and other events of interest to the recreational boating public.

5. Invite the Auxiliary to designate an Auxiliarist who will serve on the NSBC Board of Directors as a non-voting, non-NSBC funded ex-officio member. The Auxiliarist will be welcome to attend and participate in all NSBC Board meetings and group communications and will receive all relevant messages regarding those activities.

VI. FUNDING. Nothing in this agreement is intended to, and does not, obligate funds, nor is the agreement to be construed as obligating funds of the Parties or the USCG.

VII. POINTS OF CONTACT.

A. For the U.S. Coast Guard Auxiliary:

Commodore Gary P. Barth (or successor)  
Deputy National Commodore – Recreational Boating Safety (DNACO-RBS)  
C/O the Coast Guard Auxiliary AuxA, Inc.  
1301 West First Street, Suite E1  
Granite City, IL 62040-1802  
Email: gary.barth@cgauxnet.us  
Phone: (772) 321-3041

Commodore Robert M. Laurer (or successor)  
Assistant National Commodore – Recreational Boating Safety (ANACO-RB)  
C/O the Coast Guard Auxiliary AuxA, Inc.  
1301 W First Street, Suite E1  
Granite City, IL 62040-1802  
Email: robert.laurer@cgauxnet.us  
Phone: (585)781-0609

B. For the Coast Guard Auxiliary Association, Inc.:  
Vincent Pica, President and CEO  
C/O The Coast Guard Auxiliary Association, Inc.  
1301 W First Street, Suite E1  
Granite City, IL 62040-1802  
Email: vincent.pica@cgauxnet.us  
Phone: 314-962-8828

C. For the National Safe Boating Council  
Peg Phillips, Executive Director  
8140 Flannery Court  
Manassas, VA 20109  
Email: pphillips@safeboatingcouncil.org  
Phone 703-361-4294

#### VIII. OTHER PROVISIONS.

A. Participation in this cooperative endeavor is voluntary and does not constitute an enforceable agreement. The Parties acknowledge that any activities in furtherance of this endeavor must be in full compliance with all applicable laws and USCG regulations and policies including, without limitation, those enumerated in the Auxiliary Manual, Commandant Instruction M16790.1 (series). The NSBC agrees not to take any action involving or referencing the Auxiliary which is contrary to the same. Nothing in this Agreement is intended to conflict with current law, regulations, or the directives of the USCG or the Department of Homeland Security. 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.

B. It is agreed and understood by the Parties that by entering into this agreement, the Auxiliary, the AuxA, and the USCG do not endorse NSBC or any other entity's goods or services, including boating safety products, and no representations indicating or tending to indicate such endorsement shall be made by any party. NSBC agrees not to use the Auxiliary, the AuxA, or the USCG's name, insignia, logo, or other references to them without permission or which in any way states or infers their product endorsement, political or legislative position, or any other reference to the Auxiliary, the AuxA, or the USCG that is prohibited by law or regulation.

C. This Agreement constitutes the entire understanding between the parties. There are no representations, warranties, agreements, arrangements, or undertakings, oral or written, between or among the parties relating to the subject matter which are not included in this Agreement. The Parties warrant and represent that their signatories have authority to represent them.

D. This Agreement does not create any right or benefit, substantive or procedural, enforceable at law or equity by persons, whether or not a party to this Agreement, against the Auxiliary, the USCG, the Department of Homeland Security, the AuxA, the NSBC, or their officers, employees or any other person.

IX. EFFECTIVE DATE. The terms of this Agreement will become effective on the date it is signed by the final signatory and approved on behalf of the USCG.

X. MODIFICATION. This Agreement may not be modified or amended except upon the mutual written consent of all Parties.

XI. TERMINATION.

The terms of this Agreement, as modified with the consent of all parties, will remain in effect for three (3) years from the effective date and may be extended by mutual written agreement of the Parties. Any party upon thirty (30) days written notice to the others may terminate this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the date shown:

U. S. Coast Guard Auxiliary

By: [Redacted] 7/26/21  
Alexander J. Malewski Date  
National Commodore

Coast Guard Auxiliary Association, Inc.

By: [Redacted] 7/21/2021  
Vincent T. Pica Date  
President & CEO

National Safe Boating Council

By: [Redacted] 7/14/2021  
Peg Phillips Date  
Executive Director

**COPY**

APPROVED:

United States Coast Guard

By: [Redacted] 8/13/2021  
Scott L. Johnson Date  
Captain, U.S. Coast Guard  
Chief, Coast Guard Office of Auxiliary and Boating Safety  
(CG-BSX)

By: [Redacted] **CANCELLED**  
Troy P. Glendye Date  
Captain, U.S. Coast Guard  
Chief, Coast Guard Office of Auxiliary and Boating Safety  
(CG-BSX)