

**MEMORANDUM OF UNDERSTANDING/AGREEMENT BETWEEN
UNITED STATES COAST GUARD AND THE NATIONAL ASSOCIATION OF STATE
BOATING LAW ADMINISTRATORS
REGARDING RECREATIONAL BOATING SAFETY (RBS)**

1. **PARTIES.** The parties to this Agreement are the United States Coast Guard (USCG) and the National Association of State Boating Law Administrators (NASBLA).
2. **AUTHORITY.** This Agreement is authorized under the provisions of 14 U.S.C. §102(a) and 46 U.S.C. § 13109(b).
3. **PURPOSE.** The purpose of this Agreement is to set forth terms by which the USCG and NASBLA will strive to provide a safe and enjoyable environment for boaters on bountiful but often congested waterways, and to mutually reaffirm the commitment of each to ensure this productive relationship continues in order to provide to the recreational boaters of the United States the benefits of the services and assistance available through both organizations.

The USCG, the Nation's oldest continuous sea-going service, is a multi-mission maritime service and a branch of the Nation's Armed Forces whose personnel are proud of their traditions as lifesavers and guardians of the sea. Its mission is to protect the public, United States' economic interests, and the environment at sea, along the Nation's coasts, in the United States ports and waterways, and internationally. As part of its mission to provide quality service to the American public as a maritime humanitarian and safety organization, the USCG is mandated by statute (46 U.S.C. § 13102) to carry out a National RBS Program that encourages "greater State participation and uniformity in boating safety efforts, and particularly to permit the States to assume the greater share of boating safety education, assistance, and enforcement activities."

As coordinator of the National RBS Program, the USCG has broad statutory authority, including validating RBS program compliance and providing authorized and appropriated Federal financial assistance for related State programs and national nonprofit public service organizations; overseeing the national boating safety outreach, promotion and awareness program; administering the recreational boating product assurance program to establish and enforce safety standards concerning the manufacture of recreational boats and associated equipment; and collecting, analyzing and publishing recreational boating statistics.

NASBLA is a professional association consisting of State, Commonwealth, and Territorial officials (hereafter collectively referred to as "the State(s)") having responsibility for administering and/or implementing RBS programs. Non-voting membership is open on an associate basis to others who are interested in boating safety issues. The Association is widely recognized for its stewardship of recreational boating safety through innovation and collaboration for excellence in policy development, national standards, and best practices.

NASBLA promotes boating safety by providing a medium for the exchange of views and experiences; fostering interstate and Federal-State cooperation and coordination in boating safety issues; promoting greater efficiency in administration and enforcement of boating laws; and, as feasible and desirable, promoting consensus of State views on any subject within the Association's interests, including the effective presentation and dissemination of these views. NASBLA coordinates reciprocal arrangements and agreements and provides conformity assessments of State and private boating education programs; promotes uniform boating regulations through the adoption of model acts and policies; and strives for the general advancement of boating safety.

Through its many activities, NASBLA has successfully fostered cooperation and coordination among the States in addressing boating safety issues. This expertise is invaluable in promoting innovative and improved boating safety programs to the boating public. Since enactment of the Federal Boat Safety Act of 1971 (Pub. L. 92-75, 85 Stat. 213, codified as amended in various sections of 46 U.S.C), the USCG, the States, NASBLA, and other program partners have made great strides in improving the delivery of RBS services to the boating public.

However, despite many successes, the boating environment of America's waterways is continuously evolving and providing new challenges. Therefore, it is appropriate that the USCG and NASBLA reaffirm their commitment to the safety of the estimated 85 million Americans, more than one-fourth of the United States population, who engage in recreational boating each year. Acknowledging the potential importance and public good that their roles as partners in boating safety programs can provide, the USCG and NASBLA recognize that this partnership can be made even more productive by a written understanding that defines the basic principles underlying this relationship.

4. RESPONSIBILITIES.

Coast Guard.

- a. By mutual agreement, the USCG will participate in intergovernmental sessions for the expressed purpose of coordinating their expertise and resources and addressing pertinent RBS issues affecting the boating public. As evidence of this agreement, the USCG will make representation available to participate in appropriate venues including but not limited to NASBLA's State RBS Workshop, Leadership Academy and Annual Conference to discuss pertinent issues that affect the State recreational boating safety programs and areas of mutual concern.
- b. The success or failure of the State recreational boating safety program is due in large part to the availability of the Sport Fish Restoration and Boating Trust Fund ("Trust Fund"). The level of this funding is dependent on Congress and the Administration. The USCG will illustrate the positive use and effectiveness of these funds and seek appropriate funding levels through the authorization process.
- c. Recognizing that the Trust Fund is a critical and vital link in the Federal efforts "to encourage greater State participation and uniformity in boating safety efforts" and in the States' efforts "to assume the greater share of boating safety education,

assistance, and enforcement activities" (pursuant to Title 46 U.S.C. § 13102), the USCG will communicate openly with NASBLA, concerning efforts to achieve continued reauthorization of the Trust Fund and to bolster the success of the National RBS Program.

- d. The USCG will participate with NASBLA committees, panels and boards in support of the National RBS Program goals and objectives in accordance with 46 U.S.C. § 13109.
- e. The USCG will communicate with NASBLA in an effort to resolve the many national boating safety issues and conflicts that arise, and to help maximize efforts to ensure uniformity and reciprocity of State boating safety laws.
- f. The USCG recognizes the NASBLA's status as an American National Standards Institute (ANSI) Accredited Standards Developer Organization with a focus on boating education. Further, the USCG recognizes that NASBLA is the primary entity that provides the States with conformity assessments for knowledge-based boating education courses meeting the national standards as well as state-specific information, thus meeting the individual States' RBS educational requirements.
- g. The USCG is responsible for administering the National Recreational Boating Safety Survey (NRBSS) to collect and analyze data related to recreational boater activities, attitudes, behaviors, preferences and priorities to provide a knowledge-based foundation for developing and evaluating program interventions. Given the potential for utilizing survey data to evaluate state-to-state program effectiveness, the USCG will openly receive and formally respond to recommendations from NASBLA concerning the design, development and analysis of data collection efforts regarding recreational boating activities, behaviors, priorities, etc.
- h. Given the success of this productive partnership in achieving greater State participation in boating safety efforts particularly in boating safety education, assistance and enforcement activities, each year, the USCG will ensure that NASBLA, along with other interested constituents, is informed as soon as it is known of the date of publication of any proposed areas of interest for the National Nonprofit Organization Grant Program. NASBLA in turn may forward the information to its state and territory members so that they are aware of the opportunity to comment. As with all parties, the USCG will give full consideration to any state, territory, or NASBLA comments on the USCG proposed areas of interest.
- i. Nothing in this agreement may be construed to obligate any Party hereto or the United States to any current or future expenditure of resources in advance or in excess of the availability of appropriations from Congress. Nor does this agreement obligate any Party hereto or the United States to spend funds on any particular project or purpose, even if the funds are available.

National Association of State Boating Law Administrators (NASBLA).

- a. By mutual agreement, NASBLA will participate in intergovernmental sessions for the expressed purpose of coordinating their respective expertise and resources and addressing pertinent RBS issues affecting the boating public. As evidence of this agreement, NASBLA will make representation available to participate in appropriate venues to discuss pertinent issues that affect the State recreational boating safety programs and other areas of mutual concern.
- b. The success or failure of the State recreational boating safety program is due in large part to the availability of the Sport Fish Restoration and Boating Trust Fund ("Trust Fund"). The level of this funding is dependent on Congress and the Administration. NASBLA will illustrate the positive use and effectiveness of these funds and seek appropriate funding levels through the authorization process.
- c. Recognizing that the Trust Fund is a critical and vital link in the Federal efforts "to encourage greater State participation and uniformity in boating safety efforts" and in the States' efforts "to assume the greater share of boating safety education, assistance, and enforcement activities" (pursuant to Title 46 U.S.C. § 13102), NASBLA and USCG will openly communicate with each other to achieve continued reauthorization of the Trust Fund and to ensure the vitality and success of the National RBS Program.
- d. Recognizing that enhanced uniformity of State recreational boating safety laws and regulations is of significant benefit to the recreational boating public, and that NASBLA is a vital resource to the potential enhancement of such uniformity, NASBLA will coordinate with the USCG to provide an annual review and update on the progress toward uniformity of these state laws and regulations.
- e. NASBLA will communicate with the USCG in an effort to resolve the many national boating safety issues and conflicts that arise, help maximize efforts to ensure uniformity and reciprocity of State boating safety laws, and, as feasible and desirable, promote consensus of State views on any subject within the Association's interests, including the effective presentation and dissemination of these views.
- f. Given the success of this productive partnership in achieving greater State participation in boating safety efforts particularly in boating safety education, assistance and enforcement activities, NASBLA will assist the USCG in communicating to their state and territory members any proposed USCG areas of interest for the National Nonprofit Organization Grant Program.

5. POINTS OF CONTACT:

<p><u>For the U.S. Coast Guard:</u></p> <p>Mr. Verne Gifford Commandant (CG-BSX-22) 2703 Martin Luther King Jr Ave SE Stop 7501 Washington, DC 20593-7501 verne.b.gifford2@uscg.mil 202-372-1051</p>	<p><u>For NASBLA:</u></p> <p>Mr. John M. Johnson, CAE Chief Executive Officer NASBLA 1020 Monarch Street, Suite 200 Lexington, KY 40323 john@nasbla.org 859-225-9487</p>
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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 or 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.

7. EFFECTIVE DATE. Effective date is that when the final signature is affixed.

8. MODIFICATION. May be done 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 31 December 2025. The agreement may be extended by mutual written agreement of the parties. Either party upon thirty days written notice to the other party may terminate this agreement.

APPROVED BY:

<p>UNITED STATES COAST GUARD</p> <p>_____/s/_____ Richard V. Timme Rear Admiral, U.S. Coast Guard, Assistant Commandant for Prevention Policy</p> <p>Date: <u>29 March 2021</u></p>	<p>NATIONAL ASSOCIATION OF STATE BOATING LAW ADMINISTRATORS</p> <p>_____/s/_____ Captain Timothy C. Dunleavy Chairman, National Association of State Boating Law Administrators</p> <p>Date: <u>29 March 2021</u></p>
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