

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

1. PARTIES. The Parties to this Memorandum are the United States Coast Guard (USCG) and the National Association of State Boating Law Administrators, Inc. (NASBLA).
2. AUTHORITY. The Coast Guard is authorized to enter into this Memorandum under the provisions of Section 13109, Title 46 of the United States Code.
3. PURPOSE. The purpose of this Memorandum is to set forth terms by which the USCG and NASBLA will consult, advise, assist, and cooperate with one another in order to provide for the safety and security of the Nation's boaters. It mutually reaffirms the commitment of the USCG and NASBLA to provide recreational boaters of the United States the benefits of the services and assistance available through both Parties.
4. BACKGROUND. The USCG, the Nation's oldest continuous sea-going service, is mandated by statute (46 U.S.C. § 13102) to carry out a National Recreational Boating Safety (RBS) Program, which encourages and funds State enforcement and patrolling, State vessel numbering systems, State cooperation with the Federal government, reporting of casualties, and education of the American boater. The Program's statutes call for greater State participation and the assumption of a greater share of education, assistance, and enforcement activities.

As coordinator of the National RBS Program, the USCG has broad statutory authority, including validating State RBS program compliance; providing authorized and appropriated Federal financial assistance for related State programs; overseeing the national boating safety outreach, promotion and awareness program; administering the recreational boating product assurance program to establish and enforce 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 interested in boating safety issues.

NASBLA promotes safety and security on our waterways by providing a medium for the exchange of views and experiences; fostering interstate and Federal-State cooperation and coordination; 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 RBS advancement.

Since enactment of the Federal Boat Safety Act of 1971 (Pub. L. 92-75, 85 Stat. 213, codified, as amended, in various sections of Title 46, United States Code), 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, the USCG and NASBLA reaffirm their commitment to the safety and security of the estimated nearly 100 million Americans who boat each year by renewing this written understanding of the basic principles underlying their relationship.

Through statute in Sections 13101 –13109 of Title 46, United States Code, the States are encouraged to assume the greater share of State education, assistance, and enforcement activities through the RBS program. The USCG shall make contracts with eligible States and distribute funds to eligible States to assist the States in developing, carrying out, and financing State recreational boating safety programs. In carrying out this responsibility, consultation among interested parties is required, and the USCG seeks to ensure the fullest cooperation between States and the U.S. government through this Memorandum and other agreements.

5. RESPONSIBILITIES.

The U.S. Coast Guard will be responsible for the following:

- a. Subject to the availability of appropriated funds, the USCG will participate in relevant intergovernmental meetings for the purpose of coordinating the execution of RBS education, assistance, enforcement, training, and other matters. USCG personnel will participate in NASBLA's State RBS Workshop, the Leadership Academy, and the Annual Meeting of States and Partners. Given the wide attendance by Boating Law Administrators from nearly every State, Commonwealth, Territory, and the District of Columbia at these functions, the USCG will likewise seek to ensure attendance by relevant leadership and staff from the Office of Auxiliary and Boating Safety and other appropriate USCG members involved in the RBS Program functional elements.
- b. The success of the State RBS 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 statutory appropriations. The USCG will 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" and the States' efforts "to assume the greater share of education, assistance, and enforcement activities" (pursuant to Title 46 U.S.C. § 13102), the USCG will communicate the status of reauthorization with NASBLA, as allowed by relevant Administration and

Departmental policy.

- 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 to address any concerns raised by NASBLA and the States related to the implementation of the RBS program and the respective State's recreational boating safety programs. The USCG will provide relevant information to NASBLA, the States and other interested parties to help them maximize efforts to ensure uniformity and reciprocity of State laws.
- f. The USCG recognizes NASBLA's status as an American National Standards Institute (ANSI) Accredited Standards Developer Organization with a focus on boating education. Furthermore, 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 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 using survey data to evaluate State program effectiveness, the USCG will receive and respond to recommendations from NASBLA concerning the design, development and analysis of data collection efforts regarding recreational boating activities, behaviors, priorities, etc.
- h. The USCG will ensure that NASBLA, along with other interested constituents, is informed as soon as it is practicable of the date of publication of any proposed areas of interest for the National Nonprofit Organization Grant Program. NASBLA may forward the information to its State members so they are aware of the opportunity to comment. As with all parties, the USCG will consider any State or NASBLA comments on the USCG proposed areas of interest.
- i. Noting that properly functioning State Certificate of Numbering (CON) Systems help ensure recreational vessels are not used in illegal activity, the USCG, will collaborate on strategy, tactics, and messaging with NASBLA to ensure effective enforcement of the statutory and regulatory requirements of a CON System. The USCG will also coordinate with NASBLA, as appropriate, on communicating with interested parties to ensure the widest possible participation in the Vessel Identification System.
- j. As the Coordinator of the National RBS Program, the USCG develops a Strategic Plan that charts long-term Program direction. The Plan is developed through coordination with the RBS community, including the National Boating Safety Advisory Committee, NASBLA, and the States. Given the Plan's importance in

accomplishing Program goals and the priorities of the Administration, the USCG shall provide the opportunity for NASBLA and the States to provide input to the Strategic Plan to facilitate efficient mission execution.

The National Association of State Boating Law Administrators (NASBLA) will be responsible for the following:

- a. NASBLA will participate in intergovernmental meetings for the purpose of coordinating the States' respective expertise and resources and addressing pertinent RBS issues affecting the boating public. As evidence of this Memorandum, NASBLA will make personnel available to participate in appropriate venues to discuss pertinent issues that affect the State RBS programs and other areas of mutual concern.
- b. NASBLA affirms its support for the USCG's application of the Trust Fund to implement and sustain the State RBS Program in accordance with Sections 13101 – 13109 of Title 46, United States Code. NASBLA will publicly message its support, as appropriate, and will communicate with relevant interested States or parties to emphasize such support.
- c. Recognizing that enhanced uniformity of State RBS 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 to the public, which will include updates on the progress toward achieving uniformity of state laws and regulations.
- d. NASBLA will communicate with the USCG to address any concerns raised by USCG and the States related to the implementation of the RBS program and the respective State's recreational boating safety programs. NASBLA will provide relevant information to USCG, the States and other interested parties and will 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 NASBLA's interests, including the effective presentation and dissemination of these views.
- e. 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 by communicating to their State and Territory members any proposed USCG areas of interest for the National Nonprofit Organization Grant Program.

6. POINTS OF CONTACT. Each Party may change its point of contact upon reasonable notice to the other Party.

For the USCG:

Mr. Verne Gifford
Boat Safety Division Chief
Commandant (CG-BSX-2)
U.S. Coast Guard Headquarters
2703 Martin Luther King Jr Avenue SE
Stop 7501
Washington, DC 20593-7501
Phone: (571) 608-4647
Email: Verne.B.Gifford2@uscg.mil or RBSinfo@uscg.mil

For NASBLA:

Mr. Tom Guess
Chief Executive Officer
1020 Monarch Street
Suite 200
Lexington, KY 40513
Phone: (859) 225-7360
Email: Tom.Guess@NASBLA.org

7. REVIEW OF AGREEMENT. This Memorandum will be reviewed every five years in its entirety.
8. MODIFICATION. This Memorandum may be modified upon the written mutual consent of the Parties.
9. FUNDS AND STAFFING. This Memorandum does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this Memorandum, is subject to the availability of funds pursuant to the U.S. Department of Defense Financial Management Regulation and other applicable laws and regulations. No provision in this Memorandum will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.
10. 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.
11. CONFLICTS OF LAW OR POLICY. Nothing in this Memorandum is intended to conflict with current law or regulation or the directives of the USCG, the U.S.

Department of Homeland Security, or NASBLA. If a term of this Memorandum is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Memorandum shall remain in full force and effect.

12. **TRANSFERABILITY.** This Memorandum is not transferable except with the written consent of the Parties. This Memorandum is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any Party against the Parties, their parent agencies, the United States or the officers, employees, agents, or other associated personnel thereof.
13. **DISPUTES.** Any disputes relating to this Memorandum will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with this Memorandum and those which may be binding on other Parties signatory to this Memorandum.
14. **ENTIRETY OF THE AGREEMENT.** This Memorandum, consisting of seven pages, represents the entire and integrated understanding between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral on the subject.
15. **EFFECTIVE DATE.** This Memorandum will become effective upon the date of the last signature of the Parties.
16. **EXPIRATION DATE.** This Memorandum expires on December 31, 2030.
17. **TERMINATION.** The terms of this Memorandum, as modified with the consent of both Parties, will remain in effect until five years from the date signed by both Parties. The Memorandum may be extended by the mutual written agreement of the Parties. The Memorandum shall not extend past 10 years. Either Party may terminate this Memorandum upon 30 days advance written notice to the other Party.
18. **NEW SIGNATURES.** New signatures from both Parties are required to establish a new agreement or modify this Memorandum, even where the terms and conditions are the same as those in this Memorandum.

19. APPROVING OFFICIALS.

For the USCG:

/Wayne R. Arguin/

Wayne R. Arguin

Rear Admiral, U.S. Coast Guard

Assistant Commandant for Prevention Policy

Date: January 12, 2026

For NASBLA:

/Christopher J. Jones/

Christopher J. Jones

Chairman

National Association of State Boating Law Administrators

Date: January 12, 2026