

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE UNITED STATES COAST GUARD AUXILIARY  
AND THE STATE OF CONNECTICUT DEPARTMENT OF ENERGY &  
ENVIRONMENTAL PROTECTION  
REGARDING PARTICIPATION IN THE COAST GUARD VESSEL SAFETY CHECK  
PROGRAM**

1. **PARTIES.** The Parties to this Memorandum of Understanding (“MOU”) are the U. S. Coast Guard Auxiliary, (“AUXILIARY”) and the State of Connecticut Department of Energy & Environmental Protection (“DEEP”). AUXILIARY and DEEP are referred to individually as “Party” and collectively as “Parties.”
2. **AUTHORITY.** The AUXILIARY is authorized to enter into this MOU under the provisions of 14 U.S.C. §§ 141 and 821-822, 46 U.S.C. § 13109, and the Auxiliary Manual, COMDTINST M16790 (series), that establish promoting and improving recreational boating safety as a priority of the AUXILIARY and authorize entering into agreements with states, local governments and private entities to enhance recreational boating safety. DEEP is authorized to enter into this MOU under the provisions of Connecticut General Statutes §§ 4-8 and 22a-6(a)(2).
3. **PURPOSE.** The purpose of this MOU is to set forth the terms by which the AUXILIARY and DEEP will collaborate in the promotion of boating safety by encouraging boat owners to participate in voluntary Vessel Safety Checks (VSC) conducted by qualified examiners.
4. **RESPONSIBILITIES.**
  - a. **AUXILIARY shall:**
    - (1) Establish and maintain programmatic oversight to ensure the VSC program conducted by DEEP is consistent with the Vessel Safety Check Manual, COMDTINST M16796 (series), the Vessel Safety Check Program, COMDTINST 16796 (series), and the Auxiliary Manual, COMDTINST M16790 (series), and to ensure the integrity of the program.
    - (2) Provide access to the current Vessel Safety Check Manual during courses conducted by the Auxiliary to train DEEP employees who will conduct Voluntary Safety Checks.
    - (3) Collaborate and coordinate with DEEP to actively market and promote boater safety awareness and stress the importance of having a VSC performed on every boater’s vessel annually.
    - (4) Provide DEEP with Vessel Safety Check Decals so long as sufficient supplies are available.

**b. DEEP shall:**

- (1) Ensure that information collected while conducting a VSC by its examiners is not used for any law enforcement or regulatory purpose(s) of any kind or description.
  - (2) Ensure that no DEEP personnel with law enforcement authority participate in its VSC program whether on or off duty at the time of the VSC.
  - (3) Ensure that DEEP Examiner uniforms are designed so as not to be misconstrued or associated by the recreational boating public with those of any law enforcement officers, that no equipment such as badges, handcuffs, or weapons of any kind shall be carried by DEEP Examiners, and that no vehicles or vessels used by DEEP examiners while conducting VSCs will be equipped with colored lights customarily displayed by law enforcement vessels or vehicles in the State of Connecticut.
  - (4) Ensure that DEEP personnel have successfully completed a DEEP and NASBLA approved boating safety course prior to attending the VSC training provided by the AUXILIARY.
  - (5) Ensure that DEEP Examiners may download the Vessel Safety Check Manual, COMDTINST M16796 (series), from the Office of Auxiliary and Boating Safety web site at [http://www.uscg.mil/directives/cim/16000-16999/CIM\\_16796\\_8.pdf](http://www.uscg.mil/directives/cim/16000-16999/CIM_16796_8.pdf) .
  - (6) Ensure that its examiners conduct VSCs only when the vessel is safely and securely moored or is on shore.
  - (7) Complete and maintain a file of all completed inspections on form ANSC 7012 Vessel Safety Check, available at <http://forms.cgaux.org/archive/a7012.pdf>, for such period to be agreed upon by DEEP and the AUXILIARY.
  - (8) Provide a quarterly report to the AUXILIARY of the number of vessels examined and the number of decals awarded.
  - (9) Collaborate and coordinate with the AUXILIARY to actively market and promote boater safety awareness and to stress the importance of having a VSC performed on every boater's vessel annually.
  - (10) Indemnify and hold harmless the United States, the Department of Homeland Security, the AUXILIARY, the U.S. Coast Guard and any member thereof from any claim for loss or damage to property, personal injury, or death claimed to arise from any activity described herein to the extent allowed by law.
5. **REPORTING AND DOCUMENTATION.** At the end of each calendar year, both parties will submit to the other party an Annual Activity Report delineating the cooperative activities occurring during the year in accord with this MOU.

6. **POINTS OF CONTACT.** The following persons will be the points of contact for this MOU:

**DEEP**

Boating Law Administrator  
333 Ferry Road  
Old Lyme, CT 06371-0280  
Telephone (860) 424-8638.

**AUXILIARY**

Michael S. Klacik, DIR-V  
5 Pear Court  
Flemington, NJ 08822-2051  
Telephone (908) 240-3645  
Email: mklacik98@gmail.com

7. **MODIFICATION.** This MOU may be modified by mutual agreement of each Party in writing.

8. **OTHER PROVISIONS.**

a. Participation in this MOU is voluntary and does not constitute a binding contractual agreement. The Parties acknowledge that any activities in furtherance of this endeavor by the AUXILIARY must be in full compliance with all applicable law and USCG regulations and policies, including those enumerated in the Coast Guard Auxiliary Manual, Commandant Instruction M16790 (series), and DEEP agrees not to take any action involving or referencing the AUXILIARY which is contrary to the same. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

b. This MOU constitutes the entire understanding between the Parties. All previous MOUs relating to the subject matter between the AUXILIARY, AUXILIARY units, DEEP, and its predecessors are hereby cancelled. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties relating to the subject matter, which are not included in the MOU. The Parties represent and warrant that their signatories have the authority to represent them.

c. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity by persons who are not a party to this MOU, against the AUXILIARY, the U.S. Coast Guard, Department of Homeland Security, or DEEP, their officers or employees, or any other person.

d. This MOU is not an agreement by the United States, the U.S. Coast Guard, or the AUXILIARY to indemnify any party nor is it an agreement by the United States, the U.S. Coast Guard, or the AUXILIARY to assume financial, legal, or any other liabilities. This MOU is not an agreement by the United States, the U.S. Coast Guard, or the AUXILIARY to obligate or expend any funds.

9. **EFFECTIVE DATE.** This MOU will be effective as of the date that it has been signed by the final signatory.

10. **TERMINATION.** This MOU, as modified with the consent of the Parties, will remain in effect until terminated by a Party upon 30 days written notice to the other Party.

**United States Coast Guard Auxiliary**

**APPROVED**

Date: 4/19/13

Thomas C. Mallison  
National Commodore

**State of Connecticut Department of  
Energy and Environmental Protection**

**APPROVED**

Date: 4/29/13

Daniel C. Esty  
Commissioner

**United States Coast Guard**

**APPROVED**

Date: 5/9/13

Michael J. DaPonte  
Commander, United States Coast Guard  
Acting Chief, Office of Auxiliary and Boating Safety  
(CG-BSX-1)