

**MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES COAST GUARD AND  
THE CONFERENCE OF PROFESSIONAL OPERATORS FOR RESPONSE TOWING (C-PORT)  
REGARDING A MARINE ASSISTANCE INDUSTRY QUALITY PARTNERSHIP.**

1. **PARTIES.** The parties to this Memorandum are the United States Coast Guard (USCG), an agency of the Department of Homeland Security (DHS), and the Conference of Professional Operators for Response Towing (C-PORT). C-PORT represents the Marine Assistance Industry which is subject to or a stakeholder in a regulatory relationship enforced by the USCG. The parties will interpret and implement this Memorandum so as to supplement and not adversely affect this regulatory relationship.

2. **AUTHORITY.** This Memorandum is authorized under the provisions of 14 U.S.C. § 92(i) and 14 U.S.C. § 93(a)(4), and is executed subject to the availability of appropriations.

3. **PURPOSE.** This Memorandum outlines the partnership between the parties. The purpose of the partnership is to improve the effectiveness of maritime safety, security, and response and to promote and strengthen the communication and working relationship between the parties and to support the protection of the marine environments. The parties will seek to achieve that purpose primarily through:

- a. Cooperating through meetings and other forms of communication to keep the parties apprised of current information relevant to marine assistance operations, recognizing however that, for purposes of the Paperwork Reduction Act, any "collection of information" conducted pursuant to this partnership is voluntary and cannot be legally enforced by the Coast Guard without Office of Management and Budget approval, and recognizing further that the Coast Guard is subject to legal and ethical restrictions on its ability to share non-public information derived from sources outside the partnership;
- b. Cooperation to promote the interest of the American public in the Marine Assistance Industry, through non-regulatory means where possible; and
- c. To the extent specifically authorized by statute or Presidential directive, such as making or implementing government decisions or policy, to function as an operational committee within the meaning of the Federal Advisory Committee Act.

4. **RESPONSIBILITIES.** The parties will:

- a. Confer regularly to identify specific steps of mutual interest, to be taken in pursuit of the purpose stated in Paragraph 3.
- b. Mutually determine how best to perform and measure progress for each of those steps;
- c. Promote this partnership within their respective organizations and, as may seem best, involve their representatives at all levels in steps to be taken at the national, regional, or local levels. USCG participation will include participation from each of the following sections: Office of Search and Rescue, Office of Boat Forces, Office of Shore Forces, Office of Auxiliary and Boating Safety, Office of Operating and Environmental Standards, and Office of Vessel Activities. Participation of USCG personnel is subject to the terms of applicable DHS and USCG committee management directives;
- d. At least annually, meet to briefly describe and evaluate the partnership's activities since the last such review; and
- e. The USCG will make this Memorandum and the documents described in Paragraph 4.d available for public inspection on its internet site, and upon request pursuant to the Freedom of Information Act or similar statutes will release all other partnership records in its possession to the public, subject to applicable exemptions.

5. **FEDERAL ADVISORY COMMITTEE ACT.** The parties understand the partnership created by this Memorandum to be exempt from coverage by the Federal Advisory Committee Act (FACA), and to constitute a non-FACA committee within the meaning of applicable Department of Homeland Security and USCG Committee Management directives. The parties will interpret and implement this Memorandum so as to ensure continuation of that status, and to supplement without duplicating the role of any group that may be covered by FACA. To this end, the parties agree that:

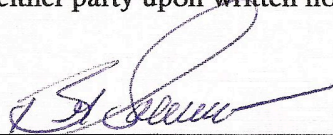


- a. The USCG will not in any way manage or control C-PORT's selection of persons or groups to represent C-PORT in the partnership;
- b. Agendas will be set by mutual agreement of the parties and will not be determined unilaterally by the USCG;
- c. The USCG will not fund the participation of C-PORT or C-PORT's representatives in the partnership;
- d. The parties do not expect and the USCG will not solicit consensus advice or recommendations resulting from the deliberation or interaction of the partnership or any group that may be assembled pursuant to partnership activity;
- e. The USCG is solely responsible for determining, as part of the review mandated by Paragraph 4.d and with due regard to its regulatory role, the public interest, and the purposes for which FACA was enacted, whether the activities of the partnership have changed in such a way as to require termination or modification of the partnership.

**6. POINTS OF CONTACT.** USCG: CAPT David McBride, Chief Office of Search and Rescue (CG-534), 2100 Second Street, S.W., Washington DC 20593; (202) 372-2086; david.a.mcbride@uscg.mil.  
C-PORT: Ms. Tina M. Cardone, Executive Director, Conference of Professional Operators for Response Towing, 1900 Oceanwalk Lane #133, Pompano Beach, FL 33062; (954) 261-2012; tcardone@cport.us.

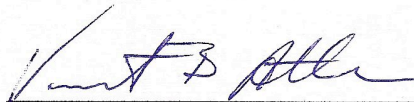
**7. SEVERABILITY.** Nothing in this Memorandum is intended to conflict with current law or regulation or the directives of the USCG or Department of Homeland Security. If a term of this Memorandum is inconsistent with such authority, then that term will be invalid, but the remaining terms and conditions of this Memorandum will remain in full force and effect.

**8. EFFECTIVE DATE, TERMINATION, OR MODIFICATION.** This Memorandum is effective upon signature by both parties. The terms of this Memorandum will remain in effect until terminated or modified. The Memorandum may be modified by the written agreement of the parties, or terminated by either party upon written notice to the other party.



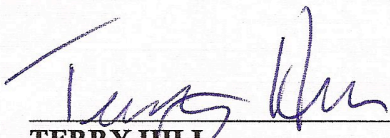
**BRIAN M. SALERNO**  
Rear Admiral, U.S. Coast Guard  
Assistant Commandant for Marine Safety,  
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11 MARCH 2010  
Date



**VINCENT B. ATKINS**  
Rear Admiral, U.S. Coast Guard  
Assistant Commandant for Capability

22 MARCH 2010  
Date



**TERRY HILL**  
Chairman,  
Conference of Professional Operators  
for Response Towing (C-PORT)

1/25/10  
Date