

**MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES COAST GUARD AUXILIARY AND  
THE PETERSBURG BOROUGH REGARDING UTILIZATION OF BOROUGH-OWNED VESSELS**

1. **PARTIES.** The parties to this Agreement are the United States Coast Guard Auxiliary, District 17 ("Coast Guard Auxiliary") and the Borough of Petersburg, Alaska ("Borough").
2. **AUTHORITY.** This Agreement is authorized under the provisions of 14 U.S.C. Section 826 which states that the Coast Guard may utilize for any purpose incident to carrying out its functions and duties as authorized by the Secretary any motorboat, yacht, aircraft, or radio station placed at its disposition for any of such purposes by any member of the Auxiliary, by any corporation, partnership, or association, or by any State or political subdivision thereof.
3. **PURPOSE.** The purpose of this Agreement is to set forth the terms by which Coast Guard Auxiliary will utilize surplus vessels provided by the Borough in order to increase recreational boater safety and assistance on the waters of Southeast Alaska.
4. **RESPONSIBILITIES.**

**BOROUGH**

- a. Will provide surplus vessels, trailers, and other necessary equipment in number and type to be determined and as available. The vessels and related equipment shall be listed in an equipment list attached to this agreement. As newer equipment becomes available or as equipment reaches an unserviceable condition, the equipment list shall be updated. All vessels and equipment listed on the equipment list shall remain the property of the Borough.
- b. Will provide and pay for maintenance on the vessels, engines and trailers, as required.
- c. May use the vessels at any time, by virtue of ownership, if needed. The Borough will notify Coast Guard Auxiliary of such use, as soon as practicable, and will replace any damaged CG Auxiliary owned equipment, used supplies and fuel at the conclusion of the vessel's use.

**Coast Guard Auxiliary**

- a. Will equip the vessels with any and all equipment required to outfit an authorized Operational Facility (as defined in the Auxiliary Manual, COMDINST M16790.1 (series) and will display U.S. Coast Guard Auxiliary patrol sign and ensign while the vessel is in public view. All improvements to the vessel shall remain the property of Coast Guard Auxiliary and will not be added to the equipment list. All Auxiliary members will wear Coast Guard Auxiliary uniforms in accordance with the Auxiliary Manual, COMDINST M16790.1 (series), while operating the subject vessels.

- b. Will keep any vessels and equipment provided by the Borough and utilized by the Coast Guard Auxiliary in a clean and orderly condition at all times.
- c. Will provide the necessary fuel to operate the vessels, and will use them solely for official Coast Guard Auxiliary missions, such as safety patrols, training, search and rescue operations and other authorized marine events on the waters of Southeast Alaska.
- d. As Coast Guard funding is available, the Coast Guard Auxiliary will utilize each vessel at least twice per month, year-round, weather and condition of the vessels permitting.
- e. Will only operate the vessels under Coast Guard orders, with a qualified coxswain and crew . A list of all coxswains and crew members qualified to operate the Borough's vessels will be maintained by the Seventeenth Coast Guard District, Director of Auxiliary.

## 5. POINTS OF CONTACT.

### **Borough**

Glorianne Wollen  
Harbormaster  
Petersburg Borough  
P.O. Box 329  
Petersburg, Alaska 99833  
Telephone: (907) 772-4688  
FAX: (907) 772-4687  
E-mail: [gdeboer@petersburgak.gov](mailto:gdeboer@petersburgak.gov)

### **U.S. Coast Guard, District Seventeen**

LCDR Gerald J. Hewes  
Director of Auxiliary, District Seventeen  
709 W. 9<sup>th</sup> Street  
Juneau, Alaska 99802  
Telephone: (907) 463-2244  
FAX: (907) 463-2820  
E-mail: [Gerald.J.Hewes@uscg.mil](mailto:Gerald.J.Hewes@uscg.mil)

## 6. OTHER PROVISIONS

a. The vessels will be deemed public vessels of the Coast Guard within the meaning of 46 U.S.C. Section 31102 during the time they are operated under orders, including trailering, if necessary. The U.S. Coast Guard is a self-insured governmental entity and shall be liable, in the manner and to the extent provided by Federal law, for third-party claims involving damage to or loss of property, personal injury or death caused by acts or omissions of an Auxiliarist assigned to duty as an agent of the U.S. Government. At all other times the Borough will be responsible for all claims and casualties with respect to the vessel and their operation.

b. Nothing in this Agreement is intended to conflict with current Federal law or regulation or the directives of the Department of Homeland Security, the United States Coast Guard or Coast Guard Auxiliary or the laws and regulations of the State of Alaska. 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.

c. This Agreement does not create a duty for the Coast Guard Auxiliary or the Petersburg Borough to rescue or to assist any third party. No right of action shall accrue on this Agreement to or for the benefit of any third party.

d. This Agreement is not an agreement by the United States of America or the Coast Guard to indemnify any party nor is it an agreement by the United States of America or the Coast Guard to obligate or expend any funds.


7. EFFECTIVE DATE. The terms of this Agreement will become effective upon execution by both parties.

8. MODIFICATION. This Agreement may be modified 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 terminated by either party upon 30 days written notice.

APPROVED BY:

\_\_\_\_\_  
Stephen Giesbrecht  
Petersburg Borough Manager

  
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Michael Morris  
Commodore  
Coast Guard Auxiliary District 17

Dated: \_\_\_\_\_

Dated: Sept. 12, 2013