

**Memorandum Of Understanding
Between
The Ohio Department Of Natural Resources Division Of Watercraft
And
The United States Power Squadrons**

Statement Of Policy On Conducting NASBLA Approved Boating Safety Education Courses

This memorandum of understanding is between the Ohio Department of Natural Resources – Division of Watercraft (hereafter referred to as ODNR-Watercraft) and the United States Power Squadrons (hereafter referred to as USPS).

In furtherance of their mutual goals, the ODNR-Watercraft and the USPS agree to work together according to the guidelines for activities set forth below, to work in mutual cooperation in conducting and teaching NASBLA approved boating safety courses and ultimately to create a safer operating experience for Ohio boaters.

Now, therefore, the parties agree as follows:

I. The United States Power Squadrons shall have the following responsibilities:

- A. Schedule and administer boating safety courses in the state of Ohio through the USPS administrative structure.
- B. Continue to conduct and administer the USPS boating safety courses in accordance with the National Association of State Boating Law Administrators (NASBLA) "*National Boating Education Standards*".
- C. Utilize state of Ohio materials and examinations covering Ohio boating laws in the conduct of all NASBLA approved USPS courses taught in Ohio during the term of this agreement. Administer the ten-question state of Ohio specific examination utilizing the ODNR-Watercraft supplied ten-question examination in the conduct of USPS courses.
- D. Request participation of ODNR-Watercraft personnel in the conduct of all class sessions covering state boating regulations and laws. Provide appropriate ODNR-Watercraft field office with information on the date, time, location, and the name and telephone number of a contact person for class sessions in which state personnel are requested. (Minimum three months notice if possible)
- E. Provide ODNR-Watercraft, Public Information and Education Section with information as to the date(s), time(s), cost, location, and the name and telephone number of a contact person for all USPS courses for purposes of promoting course offerings to the public. (Minimum three months notice if possible)
- F. Provide each student successfully completing the USPS NASBLA approved course with a USPS Certificate of Completion.
- G. Document that state specific information was taught and that the ODNR-Watercraft supplied ten-question state specific examination was administered in the conduct of USPS courses.
 1. Apply an ODNR-Watercraft provided seal upon USPS course completion certificates issued to students successfully completing both the USPS and ODNR-Watercraft examinations.
 2. Utilize an ODNR-Watercraft provided "*45-Day Temporary Certification*" in accordance with established procedures for issuing of student copies and submitting copies to ODNR-Watercraft.
 3. Utilize and submit an ODNR-Watercraft provided "*Program Report Form*" in accordance with established procedures.
- H. No state fee, other than local taxes, shall be associated in any manner with the fees charged for textbooks, materials and other course supplies and those charged to defray any custodial or classroom usage fees.
- I. Provide a principal USPS point of contact to work directly with the ODNR-Watercraft, State Boating Law Administrator, or designated representative, in the execution of this agreement and associated program.

II. The Ohio Department of Natural Resources – Division of Watercraft shall have the following responsibilities:

- A. Recognize successful completion of NASBLA approved USPS courses as meeting state of Ohio boating education requirements.

- B. Provide examinations containing ten questions on state of Ohio specific boating laws and regulations.
- C. Provide state pamphlets and/or other materials as appropriate containing current and accurate Ohio boating law information for each student attending the NASBLA approved USPS courses. Provide revised materials and/or periodic updates to materials as necessitated by changes in state of Ohio laws.
- D. Provide a means to document that state specific information was taught and that the ODNR-Watercraft supplied ten-question examination was administered in the conduct of USPS courses.
 - 1. Provide a means for USPS instructors to apply a seal upon course completion certificates issued to students successfully completing both the USPS and ODNR-Watercraft examinations.
 - 2. Provide "45-Day Temporary Certification" cards for USPS instructors to utilize in accordance with established procedures in the conduct of USPS courses.
 - 3. Maintain a database and enter data of students completing USPS courses conducted in accordance with this agreement and issue a state certificate to those students.
- E. Provide contact information for use by the USPS in requesting ODNR-Watercraft personnel to participate in NASBLA approved USPS boating safety courses. Provide contact information for use by the USPS in reporting course information to ODNR-Watercraft for purposes of promoting course offerings to the public.
- F. Provide annual workshops to all USPS public boating course instructors covering state of Ohio watercraft laws and regulations and procedures for the conduct of programs in accordance with this agreement. Provide the USPS instructors with a manual covering procedures for the conduct of programs in accordance with this agreement.
- G. Provide the USPS instructors with updates concerning changes in state of Ohio boating laws and regulations as necessitated by changes in state of Ohio laws. Provide the USPS instructors with revisions to procedures for the conduct of programs in accordance with this agreement.
- H. All obligations of the state of Ohio are subject to the provisions of the Ohio Revised Code Section 126.07. This section stipulates that any contract, agreement, or obligation involving the expenditure of state money shall be invalid and unenforceable unless the director of the Ohio Office of Management and Budget certifies that appropriated money exists to cover the expense.

III. Mutual responsibilities:

- A. Any amendments made to this understanding must be with the written consent of both parties.
- B. The effective date of this understanding is June 10, 2004, and may be terminated by either party upon a 30-day written notice. It is agreed between the parties that this memorandum and its attachments represent the complete agreement between the parties.
- C. In carrying out the terms of this memorandum, there shall be no discrimination against any person because of sex, race, color, creed, national origin or disability.

IN WITNESS WHEREOF, The said parties have herewith set their hands and seals as of the day and year first above written.

For the State of Ohio:

For the United States Power Squadrons:

Raymond W. Speck, 6/18/04
 Director, Ohio Department of Natural Resources Date

Kaneth J. Alvey 6/10/04
 Chief, Division of Watercraft Date

C/C A Leslie Johnson SN June 2, 2004
 Chief Commander Date