

**MEMORANDUM OF UNDERSTANDING BETWEEN
CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS
AND THE UNITED STATES POWER SQUADRONS**

This memorandum of understanding is between the California Department of Boating and Waterways (hereafter referred to as DBW) and the United States Power Squadrons (hereafter referred to as USPS).

In furtherance of their mutual goals, the DBW and the USPS agree to work together according to the guidelines for activities set forth below, to work in mutual cooperation in teaching boating safety courses and ultimately to create a safer operating experience for California 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 through the USPS administrative structure.
 - B. Continue to conduct and administer the boating safety courses in accordance with the National Association of State Boating Law Administrators (NASBLA) guidelines and course requirements.
 - C. Provide DBW information on the date, time and location of boating safety public courses. Provide the name and telephone number of a contact person.
 - D. Utilize state pamphlets covering California boating laws in the conduct of NASBLA-approved USPS courses.
 - E. Incorporate an additional examination page containing state specific questions, as provided by DBW into the USPS public courses final examinations. Insure currency and validity of state specific questions.
 - F. Provide each student successfully completing the NASBLA-approved USPS courses with an USPS Certificate of Completion.
 - G. Provide a principal USPS point of contact to work directly with DBW in the Execution of this program.

II. The California Department of Boating and Waterways shall have the following responsibilities:

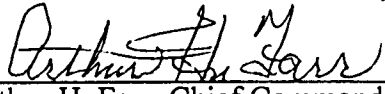
- A. Provide state pamphlets and other materials for each student attending the NASBLA-approved USPS courses.
- B. Provide up to ten examination questions (and answers) on state specific laws and regulations.
- C. Provide the USPS instructors periodic updates concerning changes in state boating laws and regulations.
- D. Post date, time, contact phone number and location of USPS boating safety courses on the DBW web site.

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 October 1, 1999 and may be terminated by either party upon a thirty-day written notice. It is agreed between the parties that this memorandum and its attachments represented the complete agreement between the parties.
- C. Each party shall review this MOU annually for amendments.
- D. 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 United States Power Squadrons:



Arthur H. Farr, Chief Commander

10/5/99

Date

**For the State of California:
Department of Boating and Waterways**



Carlton D. Moore, Interim Director

10/1/99

Date