

MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND THE UNITED STATES POWER SQUADRONS

STATEMENT OF POLICY ON TEACHING BOATING SAFETY COURSES

This Memorandum of Understanding (MOU) is between the Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement (hereafter referred to as the Division) and the United States Power Squadrons (hereafter referred to as USPS).

In furtherance of their mutual goal of providing quality boating safety education for all Florida boaters, the Division and the USPS agree to work together in mutual cooperation according to the guidelines for activities set forth below to ultimately create a safer operating experience for Florida boaters.


Now, therefore, the parties agree as follows:

- I. The USPS 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 boating safety courses in accordance with the National Association of State Boating Law Administrators (NASBLA) and State of Florida course requirements and guidelines set forth in F.A.C. 68D-36.
 - C. Utilize state-specific requirements information covering Florida boating laws, as provided by the Division, in the conduct of NASBLA-approved USPS boating safety courses.
 - D. Give the Division Boating Education Coordinator (BEC) at least two-weeks prior notice of the date, time and location of USPS boating safety courses to be taught in Florida. Provide the name and telephone number of the lead instructor/contact person.
 - E. Arrange through the appropriate District/Region office when possible for a Division designee to teach the section on state legal requirements.
 - F. Provide each student successfully completing the NASBLA-approved USPS course with a USPS Certificate of Completion.
 - G. Utilize Florida-specific boating regulations information and provide appropriate student testing of Florida-specific regulations knowledge during the final exam for the NASBLA-approved USPS courses.

- 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 State Boating Law Administrator, or designated representative, in the execution of this program.
 - J. Assist the Division in the implementation of a data collection mechanism to track all graduates of the NASBLA-approved USPS courses in Florida's boater education database.
- II. The Division shall have the following responsibilities:
- A. Recognize successful completion of the NASBLA-approved USPS courses as meeting state boating education requirements when conducted in accordance with these guidelines.
 - B. Provide Florida-specific boating safety regulations and appropriate exam questions to be included in the final examination at the conclusion of all NASBLA-approved USPS courses conducted in Florida.
 - C. Provide other state pamphlets and related materials for each student attending the NASBLA-approved USPS courses as available.
 - D. Provide a list of Division contacts to be utilized when making arrangements for a Division designee to instruct the state-specific regulations sections.
 - E. Provide orientation workshops available to all USPS instructors covering Florida boating laws and regulations.
 - F. Provide the USPS instructors periodic updates covering state boating laws and regulations.
 - G. Provide an annual boater education report to the USPS Florida headquarters using available statewide boater education data.
- 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 April 15, 2000, and may be terminated by either party upon a 30 day written notice. It is agreed between the parties that this memorandum represents the complete agreement between the parties.
 - C. As a condition of this agreement, the parties agree not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant to this agreement.

IN WITNESS HEREOF, the parties hereto have executed this agreement through their duly authorized signatories on the date and year first above written.

For the United States Power Squadrons:

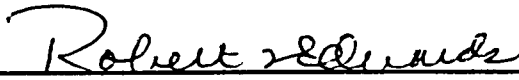


Chief Commander 4/10/2000
Date

For the State of Florida:



For Executive Director, Florida Fish and Wildlife Conservation Commission 02-1901-2000
Date



Director, Division of Law Enforcement 3/21/00
Date