

MEMORANDUM OF UNDERSTANDING

between

**UTAH DEPARTMENT OF NATURAL RESOURCES
DIVISION OF STATE PARKS AND RECREATION**

and

UNITED STATES POWER SQUADRONS

ACTIVITIES REGARDING PROMOTING BOATING SAFETY AND EDUCATION AND TEACHING BOATING EDUCATION COURSES IN UTAH

This Memorandum of Understanding is between the Utah Division of State Parks and Recreation (DIVISION) and the United States Power Squadrons (USPS).

In furtherance of their mutual goals, the DIVISION and the USPS agree to work together according to the guidelines for activities set forth below, to work in mutual cooperation in promoting and teaching boating safety, ultimately creating safer and more enjoyable boating experiences for boaters on Utah's waters.

The parties agree as follows:

I. **The USPS:**

- A. shall work in conjunction with the DIVISION's Boating Program Coordinator to select a Utah based USPS member to work as a USPS liaison with the DIVISION's Boating Program. This designated USPS representative will be responsible for primary communications and coordination of activities between the USPS and the DIVISION.
- B. shall schedule and administer USPS public basic boating education courses through the USPS administrative structure.
- C. shall provide the DIVISION with up to date and correct information regarding the dates, times, locations, and participant costs associated with USPS public basic boating education courses to be taught in Utah.
- D. shall conduct and administer USPS public basic boating education courses in accordance with the National Association of State Boating Law Administrators boating education standards. The USPS shall provide each student who successfully completes a USPS course with a USPS Certificate of Course Completion.
- E. shall encourage USPS members who teach USPS public basic boating education courses in Utah to complete a DIVISION sponsored instructor workshop specific to Utah's boating laws and rules.
- F. shall incorporate information specific to Utah's boating laws and rules into USPS public basic boating education courses taught in Utah. The USPS shall utilize DIVISION

pamphlets and other agreed upon materials regarding Utah's boating laws and rules in conducting USPS courses.

- G. shall include a minimum of ten examination questions in USPS public basic boating education course exams regarding topics specific to Utah's boating laws and rules.
- H. may request the participation of DIVISION representatives in the conduct of USPS public basic boating education courses to assist with teaching information specific to Utah's boating laws and rules.
- I. may request the use of DIVISION facilities as locations for conducting USPS courses and administrative functions.
- J. shall maintain a record of persons who successfully complete USPS public basic boating education courses. The USPS shall make this information available to the DIVISION upon request.
- K. shall encourage USPS members who perform Vessel Safety Checks in Utah to complete a DIVISION sponsored vessel examiner workshop specific to Utah's boating laws and rules.
- L. may identify and encourage USPS members to become certified to instruct Utah's Personal Watercraft Education Course.
- M. may identify USPS members who are willing to participate in public boating educational activities jointly with DIVISION representatives.
- N. may seek DIVISION approval and acceptance of USPS public basic boating education courses that may qualify for meeting Utah's PWC operator education requirements.

II. The DIVISION:

- A. shall provide the Utah based designated USPS representative with information concerning Utah's Boating Advisory Council, changes in Utah's Boating Laws and Rules and other pertinent DIVISION boating functions and activities.
- B. shall provide USPS with information specific to Utah's boating laws and rules to be incorporated into USPS public basic boating education courses taught in Utah. The DIVISION shall provide USPS with a minimum of ten examination questions specific to Utah's boating laws and rules to be included in USPS public basic boating education course exams.
- C. shall provide instructor workshops to USPS public basic boating education course instructors regarding Utah's boating laws and rules. If needed, the instructor workshops will be conducted on an annual basis.
- D. may provide DIVISION representatives to participate in the conduct of USPS public basic boating education courses to assist with teaching information specific to Utah's boating laws and rules.

- E. shall provide the USPS with DIVISION pamphlets and other agreed upon materials to be distributed to those attending USPS public basic boating education courses.
- F. may assist in publicizing USPS public basic boating education courses within DIVISION practices, policies, guidelines, and available resources.
- G. may provide DIVISION facilities to conduct USPS courses and administrative functions within DIVISION practices, policies, guidelines and available resources.
- H. shall provide the USPS with the names of persons requesting the availability of boating education courses.
- I. shall provide vessel examiner workshops specific to Utah's boating laws and rules to USPS members who will be performing Vessel Safety Checks in Utah. If needed, the vessel examiner workshops will be conducted on an annual basis.
- J. may request USPS members who are certified to teach Utah's Personal Watercraft Education Course to instruct Utah's Personal Watercraft Education Course classes.
- K. may request USPS members to participate in public boating educational activities jointly with DIVISION representatives.

III. **Mutual Responsibilities:**

- A. Neither party will, in any event, be or act as an agent of the other party.
- B. Any amendments made to this Memorandum of Understanding are subject to the written consent of both parties.
- C. The effective date of this Memorandum of Understanding will be the date it is signed by both parties and will be valid for a period of five years. This Memorandum of Understanding may be terminated by either party upon a 30-day written notice. It is understood by both parties that this Memorandum of Understanding and its attachments represent the complete agreement between both parties.
- D. In carrying out the terms of this Memorandum of Understanding, there shall be no discrimination against any person because of sex, race, color, creed, national origin or disability.

The parties sign and cause this Memorandum of Understanding to be executed.

UNITED STATES POWER SQUADRONS

C/C A. Leslie Johnson 04/20/04
 Chief Commander Date

STATE OF UTAH
Department of Natural Resources
Division of Parks and Recreation

Mary L. Tullis 4/27/04
 Agency Signature Date

Don R. Harris 4/26/04
 Boating Program Coordinator Date