

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WYOMING GAME & FISH COMMISSION
AND THE UNITED STATES POWER SQUADRONS**

**STATEMENT OF POLICY ON TEACHING BOATING SAFETY
COURSES**

This memorandum of understanding is between the Wyoming Game & Fish Commission (hereafter referred to as WGFC) and the United States Power Squadrons (hereafter referred to as USPS).

In furtherance of their mutual goals, the WGFC 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 Wyoming boaters.

Now, therefore, the parties agree as follows:

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

- A. Conduct and administer the boating safety courses in accordance with the National Association of State Boating Law Administrators (NASBLA) guidelines and course requirements.
- B. Provide WGFC information on date, time, and location of public courses offered by USPS in Wyoming.

II. The Wyoming Game & Fish Commission shall have the following responsibilities:

Recognize successful completion of the USPS NASBLA approved courses as meeting state boating education requirements.

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 from February 24, 1999 until February 23, 2023 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.

IV. Immunity:

The Commission does not waive its sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law pursuant to W.S. 1-39-104(a)

V. Funding:

Nothing in this agreement shall be construed as obliging the expenditures of the State's funding beyond the specified provisions of this agreement, appropriations authorized by law, or as otherwise authorized by the Commission.

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 2/17/99
Arthur H. Farr Date
Chief Commander

For the State of Wyoming:

John Baughman for 2-24-99
John Baughman Date
Director, Wyoming Game & Fish Department

Larry Gabriele 2/24/98
Larry Gabriele Date
Chief Fiscal Officer

Ron Arnold 2/24/99
Approved As To Form Date
Ron Arnold
Senior Assistant Attorney General