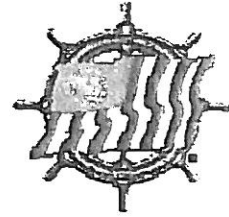


422635



MEMORANDUM OF UNDERSTANDING

BETWEEN

TEXAS PARKS AND WILDLIFE DEPARTMENT

AND

THE UNITED STATES POWER SQUADRONS

*STATEMENT OF POLICY ON TEACHING TEXAS-APPROVED BOATER
EDUCATION COURSES*

This memorandum of understanding (MOU) is between the Texas Parks and Wildlife Department (herein referred to as "TPWD") and the United States Power Squadrons Inc., a North Carolina corporation not-for-profit (herein referred to as "USPS") each acting under duly authorized officials, this 1st day of March, 2012.

In furtherance of their mutual goals to promote recreational boating safety in the State of Texas, TPWD and USPS agree to work together according to the guidelines for activities set forth below, to work in mutual cooperation in promoting and teaching boater education courses and ultimately in creating a safer and more enjoyable boating experience for boaters on Texas waters.

Now, therefore, the parties hereto agree as follows:

- I. The USPS shall have the following responsibilities:
 - a. Conduct boater education courses in Texas through the USPS administrative structure.
 - b. Conduct state-approved boater education courses in accordance with the National Association of State Boating Law Administrators (NASBLA) course standards, guidelines, and requirements.
 - c. Provide advance information to TPWD on the date, time and location of boater education courses plus name(s), telephone number(s), address(es) and TPWD instructor ID(s) number(s) of the applicable USPS contact person(s) for such course(s).
 - d. Use the *Digest of the Texas Water Safety Act*, covering Texas boating laws, when conducting USPS courses and administer the state specific test questions provided by TPWD.
 - e. Provide each student successfully completing the Texas Boater Education course or USPS NASBLA approved course with a temporary student certification card, properly dated and signed by a USPS/TPWD instructor.
 - f. TPWD/USPS co-certified instructors collect the required TPWD certification fee from those persons successfully completing the NASBLA approved boater education course or

- course equivalency examination, and submit it to TPWD along with the TPWD examination documentation (student registration forms and instructor final report form) no later than 30th day after the date the examination or course is administered.
- g. Maintain a record file and/or database of the names, addresses, and dates of course completion of persons who have successfully completed a USPS course in Texas.
 - h. Ensure that certification fees required by the state are advertised and kept separate from USPS fees charged for additional services provided by USPS.
 - i. Encourage currently certified USPS public boater education course instructors to participate in TPWD certification orientation workshops
 - j. Provide documentation to TPWD on currently certified USPS instructors teaching in Texas, to be updated on an annual basis, by January 1 each year. To be co-certified as TPWD instructors, candidates already holding current certification as USPS instructors will complete and submit a TPWD instructor application, instructor background check form, documentation of current USPS instructor certification, and attend a TPWD instructor orientation workshop. A Game Warden interview is strongly encouraged and may be completed upon request by the USPS instructor candidate. USPS co-certified instructors who do submit TPWD boater education student certification materials during any twenty four consecutive month periods must retake the TPWD instructor orientation workshop and/or gain approval from TPWD staff to remain co-certified.
 - k. Designate a principal USPS point of contact (herein called "USPS/POC") to work directly with the TPWD Boater Education Manager (herein called "TPWD/BEM"), or designated representative, in the execution of this state-approved boater education program in Texas.

II. The TPWD shall have the following responsibilities:

- a. Provide to USPS, as available and at no cost to USPS, the *Digest of the Texas Water Safety Act* and *other boating safety materials* for each student attending the USPS/NASBLA approved boater education course, upon request.
- b. Provide to USPS, and approve for use by USPS, ten examination questions on current Texas state-specific laws and regulations.
- c. Provide USPS instructors periodic updates concerning changes in state boating laws and regulations.
- d. Communicate with USPS POC and USPS Instructors by providing updates about the/TPWD BED program and Texas boating laws and regulations
- e. Post information about USPS boater education courses taught by USPS co-certified instructors on the TPWD website.
- f. Recognize successful completion of the USPS NASBLA approved courses, when conducted in accordance with this MOU, as meeting state boating education requirements.
- g. Provide all required TPWD student and instructor forms to USPS co-certified instructors.
- h. Provide Game Warden to interview instructor upon request.
- i. Conduct instructor certification courses for USPS members to become TPWD certified instructors and conduct special short courses for USPS co-certified instructors
- j. Issue a Texas Boater Education student certification card to students upon their successful completion of the NASBLA approved course after required forms are submitted by USPS co-certified instructor(s).

III. The parties hereto shall have the following mutual responsibilities:

- a. Work together to support and promote each other's boating safety and education missions.

- b. Use TPWD and/or USPS graphics, registered trademarks, logos, and other copyrighted materials in accordance with TPWD/USPS policies.
- c. Any amendments made to this MOU must be with the written and signed consent of both parties.
- d. The effective date of this understanding is March 1, 2012. It is agreed between the parties that this MOU represents the complete agreement between the parties.
- e. This MOU shall be reviewed by the parties every three (3) years in order to update and/or modify its content.
- f. This MOU shall become effective on the above stated date and shall remain in effect until terminated by either party upon a 30-day written notice to the other party.
- g. In carrying out the terms of this MOU, the parties agree that there shall be no discrimination against any person because of sex, race, color, creed, national origin, sexual orientation or disability.

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

For the United States Power Squadrons, Inc:

John J. Altman, Sr. 4/19/12
 Chief Commander Date

For Texas Parks and Wildlife Department:

[Signature] 5/2/12
 Boater Education Coordinator Date

Nancy Herron 5/3/12
 Education Director Date

[Signature] 5/3/12
 Boating Law Administrator Date

[Signature] 5/7/12
 JAMMY DUNHAM 2TPMCTEM DATE
 PURCHASING & CONTRACTING

