

COOPERATIVE AGREEMENT
Between the
U.S. FISH AND WILDLIFE SERVICE
and the
RECREATIONAL BOATING AND FISHING FOUNDATION

I. RECIPIENT:

Recreational Boating and Fishing Foundation
601 N. Fairfax Street, Suite 440
Alexandria, Virginia 22314
Phone: (703) 519-0013

II. FINANCIAL DATA:

AGREEMENT NUMBER: 98210-7-J005
APPROPRIATION DATA: 2007-97600-411C-97610000 7e
AMOUNT FUNDED: \$12,000,000
CFDA: 15.605
TIN: 541915490
DUNS: 080996981

III. AUTHORITY

This Cooperative Agreement (Agreement) between the U.S. Fish and Wildlife Service, hereinafter referred to as the "Service," and the Recreational Boating and Fishing Foundation, hereinafter referred to as the "Recipient," is hereby entered into under the authority of the Sportfishing and Boating Safety Act of 1998, 16 U.S.C. § 777g(d)(3)(A).

IV. PURPOSE

The purpose of this Agreement is to facilitate the cooperation of the two parties to fulfill the intent of the Sportfishing and Boating Safety Act of 1998, which authorizes "outreach and communication" programs to "improve communications with anglers, boaters, and the general public regarding angling and boating opportunities, to reduce barriers to participation in these activities, to advance adoptions of sound fishing and boating practices, to promote conservation and the responsible use of the Nation's aquatic resources, and to further safety in fishing and boating..." (Public Law 105-178, 16 U.S.C. § 777a(2)). A strategic plan for accomplishing this purpose has been developed and was approved by the Secretary of the Interior on February 23, 1999. Throughout the initial period of authorization, the spirit and intent of the strategic plan has remained unchanged. However, based on experience, research, and stakeholder input, the specific strategic objectives have been edited and amended with the approval of the Recipient's Board of Directors.

This Agreement, therefore, is intended to provide financial support to the Recipient for implementing and managing the objectives that have been approved by the Board of Directors in order to meet the spirit and intent of the original strategic plan. This Agreement is also the administrative vehicle to foster the relationship described in the Memorandum of Understanding between the Service, the Recipient, the Sport Fishing and Boating Partnership Council, and the Association of Fish and Wildlife Agencies, dated September 16, 1999.

This award has been
OBLIGATED in FFS
electronically via IDEAS-FFS interface

NLS
CGS initials

4/26/07
date

V. SCOPE OF WORK

For a period as hereinafter set forth, the Service and the Recipient shall cooperatively furnish the necessary personnel, equipment, and facilities, and otherwise perform all things necessary for the performance of work, as detailed herein, with the goal of increasing public participation in recreational fishing and boating activities and increasing public awareness of the need for aquatic resource conservation. This Agreement provides for the limited interchange of personnel, equipment, facilities, and funds to obtain this goal.

The Recipient's proposal (copy attached) is hereby incorporated as an integral part of this Agreement. Any deviations from the procedures or objectives specified in this proposal and described below must be presented and approved by the Service's Project Officer and Contracting Officer before such deviations are implemented.

A. The Recipient shall:

1. Remain in an operational headquarters office in the Washington, D.C. commuting area and will provide all of the staff necessary to administer, coordinate, and facilitate this program. Annual recurring costs will include salary, benefits, travel, office and equipment rental, utilities, materials and supplies.
2. Manage the implementation of the Outreach Plan; coordinate/facilitate planning processes for each objective; develop Scopes of Work and Request for Proposals to accomplish each objective; and manage a contractor selection process.
3. Develop and administer contracts with vendors that will assist the RBFF in accomplishing each of the plan objectives. The RBFF will also serve as liaison between the potential vendors and the proposal ranking/selecting committee and provide quality control on products and deliverables for the subcontracted work.
4. Coordinate with appropriate stakeholder groups to deploy the products from paragraph three above. As vendors deliver their products to the RBFF, these products must be distributed to stakeholder (states, municipalities, industry, schools, etc.) organizations for use in their applicable areas. For example, industry may be asked to incorporate the marketing theme/icon into their packaging. These arrangements must be coordinated by the RBFF to ensure the most comprehensive use of these products.
5. Evaluate the impacts of this program and facilitate a process to develop measurable criteria for each objective; facilitate processes/contracts for monitoring and measuring accomplishments; publish/distribute results; and revise annual work plans according to the findings in the evaluation.
6. Meet regularly with FWS staff to assess progress and to promote the exchange of information to assure coordination of this cooperative effort and related projects.

B. The Service shall:

1. Provide funding, as detailed herein, to assist the Recipient in accomplishing this Agreement.
2. Maintain the Recreational Boating and Fishing Foundation Liaison position to provide technical assistance to the Recipient to support this effort. Responsibilities of this position will be to:
 - (a) Manage and/or coordinate Service interaction with the Recipient and serve as a principal point of contact between the Recipient and the Service and other Federal agencies.
 - (b) Manage and/or coordinate Service administration of grants and administrative processes necessary to implement the National Outreach and Communications Program.
 - (c) Manage and/or coordinate Service communications involving the Recipient with signatories, partners, and stakeholders.
 - (d) Continuously seek opportunities to expand awareness and communication of this program to the public.

Formal approval through either a modification to this Agreement or a new award is necessary prior to the Recipient committing additional funds for work performed under sub-contract and prior to submitting invoices for cost reimbursement.

VI. REPORTS

- A. Quarterly Reports: The Recipient shall submit to the Service Project Officer quarterly program and financial progress reports detailing activities for the reporting periods. Reports are due 30 days after the reporting period ends. A SF 269 will be submitted with the quarterly report detailing expenditures made during the period.

Quarter 1 - Due July 30, 2007
Quarter 2 - Due October 30, 2007
Quarter 3 - Due January 30, 2008
Quarter 4 - Due April 30, 2008

- B. Annual Report An annual report is to be submitted to the Service Project Officer, summarizing accomplishments as well as explaining any milestones not accomplished with one copy of all printed products and news articles published about the project. This report is due 90 days following the end of the fiscal year. Due: June 30, 2008
- C. Final Report A final report is to be submitted to the Service Project Officer, summarizing accomplishments as well as explaining any milestones not accomplished.

VII. DELIVERABLES

All project deliverables described in the proposal will constitute the deliverable part of this Agreement.

Specific deliverables are as follows:

- A. Professional Services: Marketing expertise will be provided by the Recipient for the duration of the project. Recipient professional staff will also provide all financial accounting and administrative services to implement this program.
- B. Infrastructure: Established infrastructure and functioning office for the Recipient, including: paid administrative and professional staff, operational office facilities, equipment, and supplies necessary to implement the National Outreach and Communications Program.
- C. Program Management: Working processes that involve the signatories to the Memorandum of Understanding and others as deemed necessary, to establish annual work plans, solicit and select vendors to accomplish specific objectives.
- D. Contract Negotiation and Administration: Completed contracts based on plan objectives designed in item C above.
- E. Product Deployment: Deployment of marketing/promotion products, including distribution of and incorporation of products into industry and state marketing/promotion programs.
- F. Product Evaluation: Quantitative evaluation of the accomplishments.

VIII. PERIOD OF PERFORMANCE

The total period of performance of this Agreement is from April 1, 2007, through March 31, 2008.

IX. FINANCIAL ADMINISTRATION

- A. Service Funding

The total, not-to-exceed, amount of funding to be provided by the Service under this Agreement is \$12 million. The Recipient shall not incur costs to be charged to the Service nor shall the Service be obligated to reimburse the Recipient in excess of the funding actually obligated under the Agreement.
- B. Payment Schedule

The Recipient may submit a SF 270 to the Service Project Officer requesting an advance of funds for estimated expenditures to be disbursed by the Recipient within thirty days. The Service Project Officer shall approve/disapprove the request and forward it to the paying office. Federal funds will be placed in a separate account. This account will be an interest bearing account in a federally insured (FDIC) bank whose depositors are protected under Federal banking insurance provisions up to the limit of the law. All interest earned shall be accounted for and returned annually to the Service.
- C. Indirect Costs

The proposed burdens for employee benefits, pension, and payroll taxes of 35% of salaries and general and administrative overhead of 17.5% of the total operating budget are provisional and shall be used for billing purposes during the initial period of performance of this agreement. These rates shall be subject to adjustment for any future period of performance based upon Recipient's actual costs experienced during the initial period of performance.

D. Program Income

1. Program Income is defined as gross income earned by the Recipient that is directly generated by a supported activity or earned as a result of the award (see exclusions in 43 CFR, Sec. 12.924 (e) and (h)). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in agency regulations, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

2. Program income earned during the project period shall be retained by the Recipient and shall be added to the funds committed for this program by the Service and the Recipient and used to advance program objectives.

3. Program Income Accounting: Program income (excluding interest earned on Federal funds) earned during the project period shall be considered non-Federal, and accounted for separate from Federal grant funds. All interest earned on Federal funds shall be accounted for and returned annually to the Service.

X. NON-FEDERAL CONTRIBUTIONS

Non-Federal contributions will come in the form of cash and/or in-kind services. Cash donations will be managed by the Recipient. Cash and in-kind contributions must be used for purposes eligible as outlined in this agreement.

In-kind Services/Contributions: All in-kind, non-Federal services and contributions will be tracked by the Recipient. The value of in-kind contributions such as product use and incorporation in industry packaging will be supported by affidavit from each provider with the value of the contribution described and determined. The Board of Directors of the Recipient will be responsible for setting annual in-kind services/contribution objectives for the Foundation and tracking the progress of the Foundation in achieving these objectives.

XI. PROJECT OFFICERS

A. The Service Project Officer is responsible for administering the performance of work under this Agreement. However, no understanding, agreement, modification, change order, or other matter deviating from the terms of this Agreement shall be effective or binding upon the Government unless formalized by proper documentation executed by the Service Contracting Officer.

The Service Contracting Officer shall be informed of any actions or inactions by either party to this Agreement which will change the required delivery or completion times stated in the Agreement.

On all matters that pertain to the Agreement's terms, the Recipient shall communicate with the Service Project Officer. Whenever, in the opinion of the Recipient, the Service Project Officer requests effort outside the scope of the Agreement, the Recipient shall so advise the Service Project Officer. If there still exists a disagreement as to proper work coverage, the Service Contracting Officer shall be notified immediately by the Recipient, in writing. Proceeding with work outside the terms and conditions of the Agreement could

result in nonpayment of invoices.

B. Project Officer for the U.S. Fish and Wildlife Service

Mary L. Burke
Recreational Boating and Fishing Liaison
Conservation Partnerships Division
U.S. Fish and Wildlife Service
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Arlington, Virginia 22203
Phone: 703-358-2435 FAX: 703-358-2548
Mary_Burke@FWS.GOV

C. Project Officer(s) for the Recreational Boating and Fishing Foundation

Thom Dammrich, RBFF Board Chairman
200 East Randolph Drive – Suite 5100
Chicago, IL 60601-6528
Phone: 312-946-6220
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Frank Peterson, RBFF Pres. /CEO
601 N. Fairfax Street, Suite 440
Alexandria, VA 22314
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FAX: 703-519-9565
fpeterson@rbff.org

XII. SPECIAL PROVISIONS

- A. The Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, videos, Internet sites, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

Where USFWS staff has provided input on an RBFF product, Recipient shall add a line in the Acknowledgements section:

"Participation by Division of Federal Assistance staff and/or other U.S. Fish and Wildlife Service staff is in the spirit of collaboration and does not constitute an endorsement of this product by the Service or the Division of Federal Assistance." Recipient further agrees to include these provisions in any sub-award to any sub-recipient.

- B. Two (2) copies of each publication produced under this Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication. The address of the library is:

U.S. Department of the Interior
Natural Resources Library
Division of Information and Library Services
Gifts and Exchanges Section
1849 C Street, N. W.
Washington, D. C. 20240

- C. Modifications to this Agreement may be proposed by either party and shall become binding upon the signature of the Service Contracting Officer. Requests to extend the period of performance must be submitted to the Contracting Officer sixty (60) days before the last day of the period of performance. After the agreement expires, requests for extension will not be granted. Other modification requests shall be submitted no less than thirty (30) days before required execution.
- D. Nothing in this Agreement may be construed to obligate the Department or the U.S. Government to any current or future expenditure of resources in advance of the availability of appropriations from Congress.
- E. The Government may publish, reproduce, and use all technical data developed as a result of this Agreement, in any manner and for any purpose without limitation, and may authorize others to do the same.

18 U.S.C. § 1913, *Lobbying with Appropriated Moneys*, prohibits the Recipient and any sub-recipient from using any part of the funds received under this Agreement, directly or indirectly, to pay for any personal service, advertisement, printed or written matter, telephonic or other electronic communication, or any other device (a) intended or designed to influence in any manner a member of Congress to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation, or, except as specifically provided herein, (b) intended or designed to influence in any manner administrative, regulatory or executive-branch policy. This shall also prohibit the Recipient and any sub-recipient from using any of the funds received under this Agreement to contribute to a lobbying organization, trade group, PAC, or similar organization that is constituted to influence or attempts to influence Congress, in the manner set forth above, or administrative, regulatory or executive-branch policy. Recipient further agrees to include these provisions in any sub-award to any sub-recipient.

XIII. GOVERNMENT PROPERTY

The Service wishes to retain title to the equipment. Upon completion of the Agreement, the Service will issue disposition instructions.

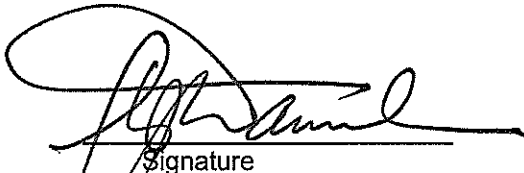
XIV. GENERAL PROVISIONS:

The General Provisions applicable to this agreement are the Administrative and Audit Requirements and Cost Principles for Assistance Programs cited in 43 CFR, part 12, which are hereby incorporated by reference.


XV. CERTIFICATIONS:

The Certifications Applicable to Federal Grants and Cooperative Agreements executed by the Recipient shall be considered a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.



Signature
Thom Dammrich
Recreational Boating and
Fishing Foundation
Board Chairman



Signature
Nedra Stallone
U.S. Fish and Wildlife Service
Contracting Officer
Division of Contracting and General Services

THOMAS J DAMMRICH
Typed or Printed Name
4/20/07
Date

NEDRA STALLONE
Typed or Printed Name
4/25/07
Date