

MEMORANDUM OF UNDERSTANDING
Between the
United States Fish and Wildlife Service
the
Sport Fishing and Boating Partnership Council
the
Association of Fish and Wildlife Agencies
and the
Recreational Boating and Fishing Foundation

This Memorandum of Understanding (Agreement) is entered by the United States Fish and Wildlife Service (Service), the Sport Fishing and Boating Partnership Council (SFBPC), the Association of Fish and Wildlife Agencies (AFWA), and the Recreational Boating and Fishing Foundation (RBFF).

I. Authorities

The Sportfishing and Boating Safety Act of 1998 (the Act), Fish and Wildlife Coordination Act, 16 U.S.C. 4601, and the Federal Advisory Committee Act (FACA), 5 U.S.C. App. 1

II. Purpose

The purpose of this Agreement is to establish a framework for a 5-year collaborative effort to implement the National Outreach and Communications Program (Program), pursuant to the Act and Presidential Executive Order 12962, with the goal of increasing public participation in recreational fishing and boating activities and increasing public awareness of the need for aquatic resource conservation. Under the Act, the Secretary of the Interior is charged with developing and implementing in cooperation and consultation with the SFBPC a national plan for outreach and communications. RBFF was established in October 1998 to implement the Program and a Strategic Plan was developed and approved by the Secretary on February 23, 1999. The Program is designed 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 adoption 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.

III. Statement of Principles

The Service and its aforementioned partners mutually benefit from a strong constituency of recreational anglers and boaters.

Citizens who participate in recreational fishing and boating activities tend to place a higher value on aquatic resources. They are also more likely to develop a personal

conservation ethic and to support fish and wildlife conservation efforts, including those of state and Federal resource agencies. Because of this increased awareness of the need for conserving aquatic resources, the Service and State resource agencies are better able to accomplish their missions for conserving, protecting, and enhancing fish and wildlife and their habitats for the continuing benefit of the American people.

Recreational anglers and boaters help fund state and Federal conservation efforts benefiting aquatic resources through excise taxes on angling equipment and motorboat fuels. These funds are collected and then apportioned to the states and territories under the Sport Fish Restoration Program. A strong and active partnership of boaters, anglers, industry, and conservation groups supports the Sport Fish Restoration Program and the state-managed aquatic resource conservation program it funds.

After years of steady growth, since 1990 recreational boating and fishing participation did not maintain parity with the Nation's population growth, with some states experiencing actual declines in boat sales and fishing license sales. Declines are occurring in some states despite their extensive education and outreach efforts. State and Federal resource agencies, the recreational fishing and boating industries, rural economies, and aquatic resources could all suffer detrimental impacts if, in future years, fewer fishers and boaters participate in their respective activities resulting in reduced investment in restoration work due to subsequent decrease in contributions to the Sport Fish Restoration and Boating Trust Fund.

Outreach and communication are tools for maintaining an active constituency investing in these natural resource conservation efforts. The Program is designed to complement ongoing outreach, communication and conservation work by the signatories.

IV. Undertakings of the Agreement Participants

The Service, under the authority of the Act, provides management connectivity between signatories, the various Federal agency programs, and the grant recipient (grantee) selected that are necessary to implement the Program. The Service established a liaison position under the Chief, Division of Program and Partnership Support, to manage and coordinate Service administration of the discretionary grant, to select processes necessary to determine the grantee, and to liaison with the grantee who implements the Program. In addition, the liaison provides a detailed accounting of the program and its activities to the Secretary for annual publication in the Federal Register; manages and coordinates communication with signatories, partners, and stakeholders; and continuously seeks opportunities to expand awareness and communications of this program to the American public. The position title is the Project Officer/Liaison and is the Service's primary point of contact for the Program. The Project Officer / Liaison position reports all matters pertaining specifically to this program and the grantee to the Deputy Director.

The Program is funded by a discretionary grant awarded through a competitive grant process and in 2007, RBFF was awarded a three-year grant to implement the Program.

RBFF contributes professional expertise and experience necessary to implement the Program. The staff is responsible for daily operations of the Program; financial management/accounting; sub-grant and contract administration; annual work plan development; and annual budgeting. Per the RBFF Board Chairman, the President/CEO of RBFF is the primary point of contact for the Program.

The SFBPC will monitor the progress of the Program, will evaluate effectiveness of the program by communicating regularly with its stakeholders and will regularly report findings to the Secretary and the signatories of this agreement. The Program plan shall be reviewed periodically by the SFBPC but not less frequently than once every three years. In accordance with the FACA, the Service provides staff assistance to the SFBPC, a federally chartered advisory committee. The Service established a liaison function under the Chief, Division of Program and Partnership Support, known as the SFBPC Coordinator. The SFBPC Coordinator coordinates all interactions necessary to fulfill the advisory responsibilities of the SFBPC under the Act. SFBPC, under the authority of the Act and the Federal Advisory Committee Act, provides advice to, consults and collaborates with the Secretary of the Interior, through the Director of the Service. Consultation, collaboration, and advice will be provided to the Secretary in order to oversee implementation of the Program in a manner to satisfy the needs of the Secretary's recreational fishing and boating constituency. The SFBPC will facilitate the exchange of information and ideas between the Secretary and the SFBPC's mutual constituents. The SFBPC Chairman is the primary point of contact for the Program.

AFWA will serve as liaison with the States and the signatories of this agreement. AFWA will assist in the facilitation and coordination of State Outreach Plans with the Program required under the Act AFWA's Executive Director is the primary point of contact for this program.

V. Conflict of Interest Provisions for Service Participation

To avoid the possibility of an actual or apparent violation of ethics laws and rules, when official time is used for service as a member of the Board of Directors for the RBFF, the following will apply;

- a. Federal employees may not represent anyone other than the United States before an agency or court in connection with a particular matter in which the United States is a party or has a direct and substantial interest (18 U.S.C. § 205).
- b. Unless waived under applicable procedures, Federal employees are required to refrain from working on particular matters as a Government employee when the employee is serving as an officer in a private organization and the organization in which he is serving has a financial interest in those Government matters (18 U.S. C. § 208).
- c. If a Federal employee's participation in a project undertaken in conjunction with a private organization was done as a part of his official duties, the employee is

prohibited from sharing in any compensation by the dual compensation provisions of law (18 U.S.C. § 209).

- d. Federal employees are prohibited from using official time and Government equipment to lobby on any issue pending before the Congress (18 U.S.C. § 1913; see also the Omnibus Consolidated Appropriates Act for Fiscal Year 1999, Public Law 105-277, Division A, Title III, Section 303).
- e. Federal employees are prohibited from controlling or assuming any measure of practical responsibility for the fund raising activities of private individuals or organizations (E.O. 12731); see also 5 C.F.R. § 2635.808.

Federal employees must consult their agency ethics officials and the Solicitor's Office if they have any questions about the scope of these restrictions.

VI. Period and Terms of Agreement

This Agreement will be in effect for five years from the date of execution. Authorized officials of the Service, SFBPC, or AFWA may terminate this Agreement, or any renewals, within 60-days written notification to the other parties.

Transfers of funds, contracts, or other assistance will be executed in separate written instruments in accordance with all applicable laws and regulations.

The parties may revise this Agreement as necessary through the issuance of a written amendment signed and dated by authorized officials.

The parties shall comply with all federal laws relating to discrimination. These laws include but are not limited to: title VI of Civil rights Act of 1964 (42 U.S.C. 20000d-1), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*); and applicable regulatory requirements to the end that no person in the United States will, on the grounds of race, color, national origin, disability or age, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted within the scope of this agreement.

The relationship between the Service and the other participants under this agreement is intended to enhance service to the American public through more efficient application of Service programs. All actions will be directed toward attainment of that mutually beneficial goal.

Nothing in this agreement may be construed to obligate the Service, Department of Interior, or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress.

VII. Principal Contacts

The following individuals will be the principle contacts for their respective organization; however, either Party may substitute other individuals upon written notice to the other parties.

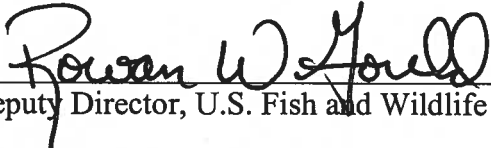
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Ryck Lydecker, Chair
Sport Fishing and Boating Partnership Council
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Matt Hogan, Executive Director
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444 N. Capitol Street, NW, Suite 544
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Ken Hammond, Chair,
Recreational Boating and Fishing
Foundation
601 N. Fairfax Street, Suite 440
Alexandria, Virginia 22314-2084

IN WITNESS WHEREOF, the Participants hereto have executed this Agreement as of the date first written above.



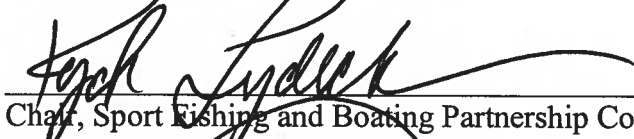
Deputy Director, U.S. Fish and Wildlife Service

6/9/2009
Date



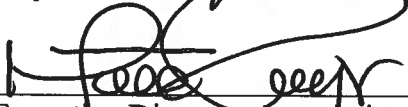
Deputy Ethics Counselor, U.S. Fish and Wildlife Service

6-5-09
Date



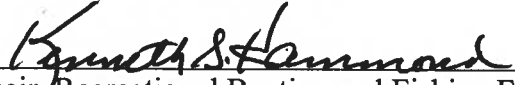
Chair, Sport Fishing and Boating Partnership Council

6-9-09
Date



Executive Director, Association
of Fish and Wildlife Agencies

6-9-09
Date



Chair, Recreational Boating and Fishing Foundation

6/9/09
Date