

OKLAHOMA DEPARTMENT OF WILDLIFE CONSERVATION

COOPERATIVE AGREEMENT-PASS THROUGH FEDERAL ASSISTANCE GRANT

DATE: _____

GRANT I.D.: F11AF00317

GRANT TITLE: Oklahoma Aquatic Education Program-Fishing in the Schools Program

PRINCIPAL INVESTIGATOR: _____

TELEPHONE NUMBER: _____

1. COOPERATORS

This Agreement is made and entered into by and between the Oklahoma Department of Wildlife Conservation (ODWC), Party of the First Part and _____ (School) _____ (District) _____, Party of the Second Part. Party contacts include Daniel Griffith, programmatic and Andrea Crews, fiscal/compliance for the Party of the First Part and (instructor) _____, Principal Investigator and (Fiscal Officer) _____, fiscal contact for the Party of the Second Part.

2. FUNDING SOURCE

Whereas, The Party of the First Part is administering Federal Assistance Grant funding from the Federal Aid in Sport Fish Restoration Grant Program (CFDA number 15.611) enabled by the Sport Fish Restoration Act also known as the Wallop-Breaux Sport Fish Restoration Fund and awarded by the U.S. Fish & Wildlife Service. The party of the First Part is desirous of establishing the development program: Fishing in the Schools as outlined in the F11AF00317 project statement and this agreement.

3. PERFORMANCE

Whereas, The Party of the Second Part has available competent staff, facilities and part of the supplies to develop the program; and is desirous of cooperating with the Party of the First Part in developing the program.

Now Therefore, it is mutually agreed as follows:

NOW THEREFORE, it is mutually agreed as follows:

- a. The Department agrees to furnish supplies up to, but not to exceed, \$500.00 of the said supplies needed to implement the Fishing in the Schools program as outlined in Attachment A with Federal Aid in Sport Fish Restoration Act Funds apportioned to the Department.
- b. The Cooperator agrees to perform the program as described in attachment A, and to provide to the Department adequate records of all costs incurred, both cash encumbrances and in-kind services, so that accurate total costs are documented.
- c. The Cooperator agrees not to prohibit or discourage any student from participating in the Fishing in the Schools program.
- d. The Cooperator agrees not to discriminate against any user or potential user on the basis of race, creed, color, gender, ancestry, age or disability. Furthermore, the program described in Attachment A will be administered so as to be accessible to persons with disabilities.

- e. The supplies will remain available for inspection and compliance reviews at all times by the U.S. Fish & Wildlife Service and the Department to fulfill responsibilities in monitoring uses of Federal Aid acquired and developed properties.
- f. The Cooperator agrees to ensure at least one staff member maintains Fishing in the Schools certification. If such certification is not maintained and the cooperator withdraws from the Fishing in the Schools program, the cooperator agrees to return the Department's supplies or reimburse the total cost of said supplies that was supplied by the Department.
- g. The Cooperator agrees to accept all responsibility and liability for the implementation of the Fishing in the Schools program and will not hold the Department or its employees liable for any damage or injury to any persons during its construction, operation or use.
- h. The Cooperator agrees to install and maintain in perpetuity sign(s) supplied by the Department stating that Sport Fish Restoration Funds were used to purchase Fishing in the Schools supplies.
- i. Failure to comply with the terms of this agreement by either party shall allow the other party to withdraw any interest they have at the time and terminate the agreement.

4. CONSIDERATION

1. In consideration of these presents, the Party of the First Part hereby agrees to supply unto the Party of the Second Part fishing supplies in the amount of up to or equal to \$500.00.
2. The total project cost, FY2014 as identified by the attached Budget, unless otherwise amended, shall be set at **\$500.00**, of which the Party of the First will be paid through Sport Fish Restoration Grants Program. This agreement covers period July 1, 2013 through June 30, 2014.

Cost breakdown is as follows : 25 Rod and Reel Combos, 1 Tackle Box, 5 Needle-nosed pliers, 5 Clippers, 180 Split Shot Weights, 200 Gold Aberdeen Hooks, 200 Bobbers, 20 Casting Plugs, & 10 Hand Towels; \$500.00 (paid by the Department).

5. COMPLIANCE

1. The Party of the Second Part agrees to be audited as provided in OMB Circular A-133 or current Federal Audit Guidelines, and to provide the Party of the First Part copies of any and all audit references to federally funded projects at the conclusion of the audit. All financial and programmatic records must be maintained and accessible to officials of Oklahoma and Federal governments for a period of three years from the federal closeout of the grant (submission and approval of the FFR 425). Restitution of federal funds as a result of audit findings will be contributed by the Party of the Second Part.
2. All supplies purchased or provided by the Oklahoma Department of Wildlife Conservation shall be returned to the Department if at any point the program is no longer in use by the part of the second.
3. The Party of the Second Part agrees to provide to the Federal Government and the Party of the First Part a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use any and all information collected during the development project.

4. Any and all publications resulting from this grant shall carry the following statement: Financial support for this publication was provided by the Oklahoma Department of Wildlife Conservation through the Sport Fish Restoration Grant F11AF00317 and “your school name.”
5. This agreement is conditioned to final approval of the Oklahoma Department of Wildlife Conservation budget and approval by the Region 2 Wildlife and Sport Fish Restoration Program Management of the U.S. Fish & Wildlife Service.

THIS AGREEMENT may be amended or revised by written mutual agreement of the two parties, or may be terminated by either party following 60 calendar days from the receipt of written notice.

THIS AGREEMENT shall not be deemed valid until approved and signed by the undersigned parties.

Date the _____ day
 _____, 20____.

For the Cooperator:

 Superintendent/Cooperating School Name

 Signature

Subscribed and sworn to me _____ 20____.
 My commission expires _____ 20____.

 Notary

 Oklahoma Department of Wildlife Conservation

Date the _____ day
 _____, 20____.

Oklahoma Department of Wildlife Conservation

For the Department:

 Nels Rodefeld
 Chief, Information and Education

Subscribed and sworn to me _____ 20____.
 My commission expires _____ 20____.

 Notary

Attachment A
Application for supplies with the
Oklahoma Department of Wildlife Conservation
for the Fishing in the Schools Program

To apply for Fishing in the Schools program funds from ODWC, please complete this application and return it to the Information & Education Division, ODWC, P.O. Box 53465, Oklahoma City, OK 73152. Attach additional pages if necessary.

1. Name of Cooperator (Applicant):

2. Name of School/Name of School District:

3. Number of teachers _____ certified as basic fishing instructors in the fishing in the schools program.

Names of certified teachers:

4. The cooperator agrees to incorporate the Fishing in the Schools program into the _____ curriculum for a minimum of three years. If the above certified teacher(s) move, the cooperator agrees to have the new teacher(s) trained ensuring the program continues.

5. Total students to be exposed to the fishing in the schools program _____. Grade levels the program will be taught in _____.

6. The cooperator agrees to complete all applicable reports and will submit them in a timely fashion to the Oklahoma Department of Wildlife Conservation Aquatic Education coordinator.

7. The cooperator agrees to administer the Fishing in the Schools program as outlined by the Volunteer Handbook supplied at training. (minimum of two weeks class time required).

8. The cooperator will maintain the fishing in the schools program supplies.

9. Cost for supply kit: \$____\$500.00: 25 Rod and Reel Combos, 1 Tackle Box, 5 Needle-nosed pliers, 5 Clippers, 180 Split Shot Weights, 200 Gold Aberdeen Hooks, 200 Bobbers, 20 Casting Plugs, & 10 Hand Towels.

10. Person completing the application: _____

Title: _____

Phone number: _____

Address: _____

Email: _____

This is the person we will contact if there are any issues with your paperwork or grant reimbursement.

Cooperator F.E.I. Number _____

Date: _____