

**NORTH AMERICAN WETLANDS CONSERVATION ACT  
GRANT ADMINISTRATION STANDARDS  
For Canadian Recipients**

**August 2007**

**I. APPLICABILITY AND AUTHORITY** When attached to U.S. Fish and Wildlife Service (FWS) Assistance Awards, these Standards apply to all grants awarded to recipients in Canada under the authority of NAWCA. The authority for the North American Wetlands Conservation Act (NAWCA) grant program is 16USC 4401et seq., as amended.

**II. GRANT AGREEMENT** The Grant Agreement consists of a signed (by FWS) Assistance Award with incorporated provisions, these Standards, the Proposal, and Recipient's signed SF-424, including required Certifications and Assurances.

SF-424D Assurances: The SF-424D Assurances for Construction Projects are required for all NAWCA projects. By accepting the Assistance Award, the Recipient agrees to Certifications regarding Proposal Submission; Conflict of Interest; Debarment, Suspension, and other Responsibility Matters; Lobbying; and Drug-Free Workplace, as explained in Appendix A of these Standards.

Accepting the Award: The Recipient agrees to terms and conditions of the grant by signing the SF-424 and required Assurances, and enters a binding agreement by receiving Federal funds through the electronic funds transfer process. The Recipient's signature on the Assistance Award is not required to initiate the Grant Agreement.

Declining the Award: The Recipient may decline the award or request a delay of the execution date by written notice to the FWS Grant Officer within 10 business days of receipt of the award.

Terminating the Award: FWS may terminate the award in whole or in part if a Recipient materially fails to comply with the terms and conditions of an award. The FWS may also terminate this award with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Recipient may terminate the award upon sending to FWS written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if FWS determines in the case of partial termination that the reduced or modified portion of the Grant Agreement will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety. In any partial termination of an award, FWS must consider the Recipient's responsibilities for property management (if any) and to submit financial, performance, and other reports required by this document.

**III. REPORTS AND OTHER DOCUMENTATION**

Prior to the Funding Period: The National Historic Preservation Act (Section 402 (16 U.S.C. 470a-2)) applies to all NAWCA projects. Prior to approval of any U.S. Federal undertaking in Canada, the Recipient must inform the FWS if the undertaking may directly and adversely affect property included on

the World Heritage List or on Canada's equivalent of the National Register, and, if so, present plans to avoid or mitigate any adverse effects.

During the Funding Period: The Recipient must send the following to the FWS Grant Officer, within 90 days after the end of each full year of the funding period:

(a) Annual performance reports, including a comparison of actual (grant and match) accomplishments with proposed objectives for the period, a comparison by activity category and habitat type (wetland and upland) of the acres achieved compared with the acres proposed, with an explanation of any differences, and a comparison of proposed and actual matching contributions, by partner, and proposed and actual budget amounts by activity.

(b) Annual financial status must be reported on Standard Form 269 (Long Form) in U.S. dollars. The first annual financial report must include all Project-related financial activity from the date the Proposal was received by FWS to one year after the signature date on the Assistance Award, and should include the value of any U.S. non-Federal match contributed prior to the proposal date.

(c) Federal Cash Transactions must be reported on Standard Form 272 through SMARTLINK if the Recipient has requested the capability to receive advance payment of U.S. Federal funds through the electronic funds transfer process. The Recipient is required to submit the SF-272 fifteen calendar days following the end of each quarter. The quarters end on March 31, June 30, September 30, and December 31, thus the SF 272 must be submitted on April 15, July 15, October 15, and January 15. (See Section IV.)

(d) Real property acquisition documentation must be included for any transactions completed during the reporting period. (See Section VI.)

At the end of the funding period: Recipients must submit the following within 90 days of the end of the funding period:

(a) A final performance report that includes a table comparing actual (grant and match) accomplishments with proposed objectives for the entire funding period; a table comparing by activity category and habitat type (wetland and upland) the acres achieved with the acres proposed, with an explanation of any differences; a table comparing actual partner contributions with those proposed, with an explanation of any differences; a table comparing actual budget amounts (in U.S. dollars) by activity category with those proposed, and an explanation of any differences; and a tract table that lists all properties for each Project activity (securement, enhancement, management), the wetland and upland acreage of each, and for secured tracts, whether or not acquisition or easement documentation has been provided.

(b) A final financial status report, in U.S. dollars, on Standard Form 269 showing only NAWCA and U.S. non-Federal match funds. Canadian contributions should not be included on this form, although they may be shown in the performance report.

(c) U.S. Geological Survey 7 1/2 minute topographic maps delineating the boundaries of all interests in real property that the Recipient or match provider purchased, restored, enhanced, or created with grant or matching dollars or accepted as a matching contribution. The Recipient may, in lieu of submitting the USGS map(s) described above, provide complete electronic data sets (polygons) that describe the tracts affected by the Project.

(d) Real property acquisition documentation not already provided along with annual reports. (See Section VI.)

(e) An inventory of all equipment acquired by the Recipient or subrecipient with NAWCA or U.S. non-Federal match funds.

(f) An inventory of unused supplies purchased with NAWCA funds, if the total aggregate value upon completion of the Project exceeds \$5,000 (U.S.).

#### **IV. FINANCIAL ADMINISTRATION**

Grant and Match Funds: NAWCA Federal funding shall not exceed 50 percent of the total cost of the Project (including only NAWCA and U.S. non-Federal match funds). The Recipient shall not incur costs to be charged to the FWS nor shall the FWS be obligated to reimburse the Recipient in excess of the funding actually obligated under the Grant Agreement.

All U.S. funds used as match for NAWCA must be from U.S. non-Federal sources, used to accomplish the purposes of the Project, and not previously used as required match for another U.S.-funded Project or purpose. At the end of Project, the total amount of U.S. non-Federal match must at least equal the amount committed in the Proposal.

Use of Grant and Match Funds: Grant and match funds may be used to acquire those things that are necessary for the purpose described in the Grant Agreement and that are reasonable, allowable, and allocable. The Recipient may obligate grant or match funds for the purposes of the Project or may subaward these funds to a subrecipient to accomplish the purposes of the Project. Unless otherwise specified in these Standards, both grant funds and matching contributions are considered part of the Project and subject to the same requirements. Grant and match funds may not be used for recurrent payments to landowners (unless under multiple-year agreements), research studies, non-Project specific communications products or tours, travel of U.S. Government personnel, or other costs determined to be ineligible.

The following forms of funds must be spent before drawing down grant funds: program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds.

Funding Period: The funding period will be designated in the Agreement, unless extended by FWS. The terms “grant period” and “Project period” are considered synonyms for the funding period.

Grant funds and matching contributions must be obligated during the funding period, except an eligible pre-agreement cost which may be obligated prior to the funding period. A Recipient or subrecipient obligates funds (i.e., incurs costs) on the earlier of placing an order, signing a contract, receiving goods or services, or carrying out similar transactions during a given period that will require payment during the same or a future period (not to exceed ninety days after the funding period). For acquisitions of a real property interest, funds are considered obligated when costs are incurred at the time of closing/property settlement, and title is taken. All matching cash and eligible in-kind contributions must be obligated for the authorized purpose of the Project by the end of the funding period.

All obligations must be made and work must be accomplished during the funding period, although cash does not necessarily have to be disbursed by the end of that time period. The Recipient must liquidate all obligations and ensure that the Grant Officer receives a final report no later than 90 days after the end of the funding period.

Pre-agreement Costs: The Recipient or subrecipient may incur pre-agreement costs before the funding period only if such costs:

- (a) do not exceed the amount of the grant funds awarded in the Agreement;

- (b) are necessary to accomplish the objectives of the Project by the end of the funding period;
- (c) fund activities listed in the proposal for accomplishment with grant funds;
- (d) have not been incurred before the date that FWS receives the Recipient's proposal; and
- (e) are allowable to the extent that they would have been allowed if they had been incurred during the funding period.

By definition, pre-agreement costs occur before a signed Grant Agreement, and therefore they are incurred at the applicant's risk. Upon completion of a signed Grant Agreement, this section constitutes prior written approval for any pre-agreement cost that qualifies under its provisions and is in compliance with applicable U.S. Federal laws and regulations, as well as Canadian Federal, Provincial, and local laws and regulations.

Program Income: Program income is income received by the grant Recipient that has been directly generated by any Project activity, or earned only as a result of the Grant Agreement, during the funding period.

Program income is reported on the SF 269 Financial Status Report. Either "net" or "gross" program income can be calculated and reported. If the Recipient chooses, and if authorized by the awarding agency, "net" program income may be determined by deducting the costs necessary for the generation of program income from the gross program income, provided these costs have not been charged to the award. It is the Recipient's responsibility to identify these costs and how they are calculated. Total or "gross" program income can be reported without additional calculations.

These Standards authorize the Recipient to do either of the following:

- (a) subtract the program income from the amount awarded, or
- (b) add the program income to the funds committed to the Grant Agreement.

The program income must be used for the purposes and under the conditions of the Grant Agreement, but does not have to be matched with U.S. non-Federal matching funds. Program income is not authorized for matching purposes.

Income generated by the Recipient outside of the funding period shall be retained by the Recipient. FWS encourages Recipients to use generated funds to support wetland conservation purposes consistent with the NAWCA program.

Indirect Costs and Overhead: Indirect costs, as well as direct overhead and administrative costs, are allowable for both grant funds and matching funds. These costs must be calculated by an acceptable method, including an indirect cost rate negotiated with the U.S. Department of Interior, directly charged administrative costs, or a direct allocation method. The FWS must approve the calculation method.

Financial Management System: The Recipient must maintain an accounting system that allows detailed reporting of the receipt and expenditure of NAWCA grant, U.S. non-Federal match, and Canadian contributions. Accounting records must be submitted to the FWS when requested for monitoring visits and/or audits.

Advance Payments and Reimbursements: The Recipient's financial institution must be able to receive NAWCA funds through the electronic funds transfer process and be able to request advance payment and

reimbursement through SMARTLINK, an electronic funds transfer system that is administered by the U.S. Department of Health and Human Services Division of Payment Management (DPM).

The SMARTLINK system is accessible via a personal computer and an Internet or dial-up networking connection. Detailed information regarding SMARTLINK is available on-line at <http://www.dpm.psc.gov/index.cfm>. The Recipient must complete and mail (no faxes or email) an original SF-1199A "Direct Deposit Sign-up Form", a "Supplemental Form-Direct Deposit" (as applicable) and a "Contact Information Form-Smartlink System" to:

U.S. Fish and Wildlife Service  
Division of Bird Habitat Conservation  
4401 North Fairfax Drive, MBSP 4075  
Arlington, VA 22203

SMARTLINK enrollment forms are available from the Division of Bird Habitat Conservation's website <http://www.fws.gov/birdhabitat/Smartlinks/index.shtm>. A SMARTLINK user manual and account access information will be provided to the Recipient by the DPM. Funds requested through the SMARTLINK system are delivered the next business day.

Recipients may receive advance payments provided they maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the Recipient and subrecipient. When Federal cash advances are made by electronic transfer of funds methods, the Recipient must draw down grant funds as close as possible to the time of making disbursements, generally within three days. Exceptions are allowed only when an unexpected occurrence prevents disbursement of the funds within 3 days. Then, the Recipient may retain the funds for disbursement within seven calendar days of transfer, or, if the amount of funds is less than \$10,000, the Recipient may retain the funds for disbursement within 30 calendar days.

Interest on Advances: Generally, advances shall be maintained in interest bearing accounts. The Recipient must deposit Federal cash advances in interest bearing accounts unless (a), (b), or (c) apply:

- (a) The Recipient receives less than \$120,000 in Federal assistance awards per year.
- (b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year.
- (c) The depository would require an average or minimum balance so high that it would not be feasible with the expected Federal and non-Federal cash resources.

When depositing Federal cash advances in an interest-bearing account, separate depository accounts are not required, but Recipients must be able to account for the receipt, obligation, expenditure of and interest on the funds.

Interest amounts up to \$250 per year may be retained by the Recipient for administrative expenses. Interest earned on advances shall be remitted annually to the FWS.

Accounting and reporting: Accounting and reporting of these Projects shall be expressed in U.S. dollars.

## **V. EQUIPMENT AND SUPPLIES**

**Purchase, Use, and Disposal of Equipment:** The Recipient or subrecipient may purchase and manage equipment acquired under a Grant Agreement in accordance with all eligibility factors and as described in the proposal. Title to all equipment acquired for the Project will vest in the Recipient or subrecipient.

The Recipient or subrecipient may use the equipment acquired for the Project as long as needed whether or not the Project continues to be supported by FWS funds. While the equipment is used for the Project, the Recipient or subrecipient must make it available for use on other Projects or programs currently or previously supported by the FWS, if such other use will not interfere with the work on the Project for which the equipment was originally acquired.

When original or replacement equipment acquired with grant funds is no longer needed for the original Project or for other activities currently or previously supported by the FWS, equipment disposition will be as follows:

- (a) Equipment with a current market value of less than \$5,000 (U.S.) may be retained, sold, or otherwise disposed of with no further obligation to the FWS.
- (b) Equipment with a current market value in excess of \$5,000 (U.S.) may be retained or sold and the FWS will have a right to an amount calculated by applying the percentage of U.S. Federal participation in the cost of the original Project to the current market value of the equipment.
- (c) In cases where a Recipient or subrecipient fails to take appropriate disposition actions, the FWS may direct the Recipient or subrecipient regarding required actions. In such cases, the FWS reserves the right to transfer title to a third party of its choosing, when such a third party is an eligible NAWCA grant recipient.

**Equipment Inventory:** A physical inventory of equipment acquired with grant or match funds or received as a matching in-kind contribution must be made immediately prior to submitting the final performance report and at least once every two years thereafter.

**Supplies and Other Expendable Property:** If the residual inventory of unused supplies purchased with grant or matching funds is worth less than \$5000, these items belong to the Recipient or subrecipient who may choose how to dispose of them. However, at the termination or completion of the Project, if there is a residual inventory of unused supplies which in aggregate is worth \$5,000 (U.S.) or more, and is not needed for any other FWS-sponsored Project or program, the Recipient or subrecipient may either retain the supplies or sell them, but in either case must compensate the FWS for its share.

## **VI. REAL PROPERTY ACQUISITION**

**Long-term Conservation:** Real property purchased with NAWCA funds or U.S. non-Federal matching funds shall be held and administered primarily for the long-term conservation of wildlife and other natural resources, in accordance with the Project purposes.

**Property Inspection:** Real property acquired with NAWCA funds or U.S. non-Federal matching funds may be inspected, following reasonable advance notice, by FWS representatives as needed to ensure that the property is managed in accordance with the purposes of the Project and for the long-term conservation of wildlife and other natural resources.

**Acquisition and Documentation Procedures:** All real property acquired with NAWCA or U.S. non-

Federal matching funds will be purchased at the best-negotiated price based on a fair market value determined by third-party appraisals completed according to generally accepted standards and procedures currently in use in Canada. However, for properties valued at less than \$10,000 (U.S.), a full appraisal is not required, but a third-party valuation, such as use of several comparables or some other method acceptable in the local jurisdiction, will be required. However, if an appraisal is done, the property value will be determined by the appraisal. The Recipient will maintain the following documentation for acquisition and securement activities where grant and/or U.S. non-Federal match funds are used and send it to the FWS with the next due annual or final report:

- (1) a copy of the summary and signature pages of the appraisal,
- (2) a copy of the recorded deed or other instrument conveying title to all interests in real property purchased with grant or matching funds, and
- (3) a closing, settlement, or adjustment statement showing a written breakdown of the costs involved in the purchase of an interest in real property.

Land Purchase: Unless otherwise described in the Project proposal, title to the land or parcels of land purchased with NAWCA or U.S. non-Federal match funds should be registered in fee simple, free and clear of all encumbrances save and except those reservations, exceptions, and encumbrances which do not affect the use of the property for the Project purpose or prevent registration of conservation intent.

Registration of Conservation Intent: Upon receiving title to a property, a Recipient or subrecipient must register in its favor as a first charge, or such other priority position as the parties agree upon, against the land a caveat, mortgage, notice of grant agreement, or other encumbrance in accordance with applicable local laws, in order to protect the conservation interest in the land. Such encumbrance may not be discharged without the prior written consent of the FWS. The Recipient must immediately inform FWS of any action taken by any subrecipient or other person to remove the encumbrance from the title and, unless otherwise authorized by the FWS, shall take whatever action may be necessary to continue the encumbrance.

Real Property Disposal: The Recipient or subrecipient must use the real property interest for the Project's authorized purposes. The FWS will be the final arbiter of when an interest in real property will be no longer needed for the Project's authorized purposes. Except as specified in the proposal, the Recipient or subrecipient who commits the interest in real property to the Project may not:

- a. encumber the interest on real property without the written approval of the FWS. (Encumber means to attach a claim, liability, or some other right to real property and make it binding on the same, such as a lien, mortgage, easement, or servitude.)
- b. dispose of the interest in real property, or any part of the same, without the written approval of the FWS.

FWS approval to encumber or dispose of the real property will not be unreasonably withheld if the Recipient or subrecipient intends to transfer, for nominal consideration, the real property interest to another qualified organization for conservation purposes. FWS approval may be assumed if such a transfer is specified in the Project proposal included by reference in the NAWCA grant agreement.

Even with prior approval from FWS, if any interest or part of real property purchased with NAWCA grant or U.S. non-Federal match funds is sold, encumbered, otherwise transferred, or ceases, in the opinion of FWS, to be used for the Project purpose, the Recipient shall repay to FWS, on terms and conditions satisfactory to FWS, the proportionate share of the current fair market value of the property interest. The proportionate share will be calculated using the percentage of NAWCA participation in the Project.

If FWS consent is not obtained before property purchased with NAWCA grant or match funds sold, encumbered, otherwise transferred, or ceases, in the opinion of the FWS, to be used for the purposes for which it was acquired, the Recipient must repay the proportionate share of the current fair market value of the property interest and non-compliance penalties also may apply. (See Section IX.)

## **VII. PROPERTY MANAGEMENT**

Acquired and secured property: A Recipient or other authorized titleholder of real property acquired or secured through a Grant Agreement must manage any interests in real property acquired under that Agreement consistent with the Project's purpose as long as the interests in real property are needed for that purpose. This is required regardless of whether the interests in real property were acquired with grant or matching funds or contributed as a matching in-kind contribution.

Except as specified in the proposal, the Recipient or other authorized titleholder of interests in real property acquired or secured with NAWCA grant or U.S. non-Federal matching funds or as a matching in-kind contribution may not encumber, sell, or otherwise transfer the interest in real property, or any part of the same, without the approval of FWS. However, if the interest in the real property is an easement or a lease with a term that is less than perpetual, the obligation to seek FWS permission will end with the expiration of the term of the easement or lease.

Restored and enhanced property: The Recipient or other authorized titleholder must manage restored or enhanced real property consistent with the purpose authorized by the Grant Agreement. This requirement pertains to all interests in real property that were restored or enhanced with U.S. Federal grant or matching funds or received as match. The Recipient or other authorized titleholder may propose that the interest in real property is no longer needed for the Project's authorized purpose, but, the Recipient or other authorized titleholder is prohibited from managing the property in a manner that interferes with the Project's authorized purpose unless it obtains written permission from FWS.

The Recipient or authorized titleholder must manage restored or enhanced real property for the time period the proposal identifies for Project benefits (the described contributions to long-term conservation of wetlands and associated habitats). If no time period was specified in the Proposal, the Recipient or authorized titleholder must manage the property for 25 years from the date that the FWS receives acceptable final performance and financial reports. This period may be shorter than 25 years if limited by easements, leases, or other special considerations approved by the FWS.

Inspections: During the required management period, the Recipient must ensure that any acquired, restored, or enhanced Project site is available for site-inspection by the FWS or its designee, to ensure that it is managed consistent with the authorized Project purposes.

**VIII. MODIFICATIONS** Modifications to this Agreement may be proposed by either party and shall become binding upon signature of the appropriate FWS official.

Prior approval: The Recipient or subrecipient must obtain the prior written approval of the Grant Officer in any of the following situations, regardless of whether the potential change is initiated by the Recipient or dictated by forces beyond the Recipient's control:

- (a) changes in the purpose and scope of the Project;

- (b) any extension of the funding period after the first extension (first extensions require only written notification to the Grant Officer 10 days in advance with the supporting reasons and a revised expiration date no more than 12 months in the future);
- (c) additions to, deletions from, or substitutions for the specific sites targeted for acquisition, habitat restoration, habitat enhancement, or habitat creation, unless the Proposal was approved without such sites being designated;
- (d) initial identification of the specific sites which will be acquired, restored, enhanced, or created where such parcels or interests were not identified in the Proposal, unless site selection methods and priorities were described in the Proposal;
- (e) changes to the boundaries of the area within which sites will be selected for acquisition, restoration, enhancement, or creation;
- (f) any change in the restoration, enhancement, or wetland creation techniques or specifications;
- (g) changes in the proposed titleholder of any interests in real property purchased, donated, or otherwise acquired for the Project;
- (h) any decrease in the number of acres acquired, restored, enhanced or created as described in the Grant Agreement, other than de minimis changes due to survey error;
- (i) any decrease in the total amount of matching contributions committed to the Project;
- (j) the inclusion of costs not allowed in accordance with the Federal Cost Principles (OMB Circular A-122) as applied to Canadian Projects or the Canadian Standards of the NAWCA Grants Program; or
- (k) the transfer of funds from a direct cost category to indirect costs or the transfer of funds from construction to non-construction, or vice versa.

A request for prior approval of any budget revision must be accompanied by a revised budget table in the same format as in the original Proposal. The USFWS Program Officer does not have the authority to increase the Federal funding awarded to this Project.

Extending the funding period: Any Recipient may receive an initial extension of the expiration date of the award of up to 12 months unless one of the following conditions apply:

- (1) The terms and conditions of Grant Agreement prohibit the extension;
- (2) The extension requires additional Federal funds; or
- (3) The extension involves any change in the purpose or scope of the Project.

Extensions may not be exercised merely for the purpose of using unobligated balances that are not necessary for the completion of the Project.

A Recipient may be given additional extensions of up to 12 months only if sufficiently compelling reasons are provided. In general, rationale for any extension must include confirmation that the Project will still succeed, that the to-date failure is no fault of the Recipient, and that the extension will result in a benefit to the U.S. Federal government.

In order to obtain an extension, the Recipient must notify the Grant Officer in writing with the supporting reasons and revised expiration date at least 10 days before the expiration date specified in the Grant Agreement.

Change of Project Officer: Although prior approval is not required, the Recipient must notify the FWS of a change of the Recipient's Project Officer or his or her address, telephone/fax number, or E-mail address. Project Officers must be familiar with the details of a proposal and the progress in completing the Project. Project Officers must also be available to discuss the Project with the FWS Grants Officer by telephone or E-mail.

**IX. NONCOMPLIANCE AND TERMINATION** Any instance of a failure to comply with one or more of the terms and conditions of the Grant Agreement, including any approved modification of the Grant Agreement, constitutes noncompliance. For example, failure to submit a timely SF 269 Financial Status Report (in U.S. dollars) constitutes noncompliance with the Grant Agreement and can result, after notification by FWS, in appropriate noncompliance remedies.

Considerations Regarding Noncompliance: Before determining the consequences, an instance of noncompliance will be evaluated by the FWS based on the following considerations:

- (a) whether the noncompliance is deemed to be willful;
- (b) the impact on natural resources;
- (c) the impact on the Project and associated U.S. federally-assisted Projects;
- (d) the impact on Project partners;
- (e) the impact on the buyers or sellers of real property interests that are part of, or affected by, the Project;
- (f) the need for immediate action to protect the public's interest;
- (g) the harm or benefit to the U.S. federal government; and
- (h) whether there are mitigating factors.

Remedies for Noncompliance: The FWS may apply one or more of the following remedies as a consequence of noncompliance with the Grant Agreement:

- (a) temporarily withhold cash payments pending correction of the noncompliance;
- (b) disallow (that is, deny both use of grant funds and any applicable matching credit for) all or part of the cost of the Project not in compliance;
- (c) wholly or partly suspend or terminate the current Grant Agreement;
- (d) reduce the federal share of costs after the final reports are received;
- (e) withhold further Assistance Awards for the Project or Recipient;
- (f) place the Recipient on a list of recipients that did not fulfill the commitments of a NAWCA Grant Agreement;
- (g) impose special administrative conditions during the funding period;
- (h) take other remedies that may be legally available; or
- (i) initiate procedures for suspension or debarment of a recipient from U.S. Federal financial and non-financial assistance and benefits.

Grounds for Special Administrative Conditions: Special administrative conditions during the funding period may be imposed by the FWS if the Recipient meets one or more of the following criteria:

- (a) has a history of unsatisfactory performance;
- (b) is not financially stable;

- (c) has a management system that does not meet prescribed standards;
- (d) has failed to comply with the terms and conditions of a previous Grant Agreement;
- (e) is in noncompliance with the terms of the current Grant Agreement; or
- (f) is not otherwise responsible.

Special Administrative Conditions: If appropriate grounds exist to impose special administration conditions during the funding period, the FWS may apply any of the following conditions:

- (a) allow only reimbursement of funds (allow no funds to be advanced);
- (b) withhold authority to proceed to the next phase of the Project until receipt of evidence of acceptable performance within a given funding period;
- (c) require additional or more detailed financial reporting;
- (d) require additional Project monitoring;
- (e) require the Recipient to obtain technical or management assistance; or
- (f) require that prior approval be obtained from the FWS before implementing one of more aspects of the Project or Grant Agreement.

Debarment and Suspension: Debarment and suspension may be imposed, through appropriate regulatory methods, as a consequence of any of the following circumstances:

- (a) Conviction of or civil judgment for:
  - (1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
  - (2) violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;
  - (3) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice; or
  - (4) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a person.
- (b) Violation of the terms of a public agreement or transaction so serious as to affect the integrity of an agency program, such as
  - (1) a willful failure to perform in accordance with the terms of one or more public agreements or transactions;
  - (2) a history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions;
  - (3) a willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction.
- (c) Any of the following causes:
  - (1) a nonprocurement debarment by any Federal agency taken before October 1, 1988, or a procurement debarment by any Federal agency taken pursuant to 48 CFR subpart 9.4;
  - (2) knowingly doing business with a debarred, suspended, ineligible, or voluntarily excluded person, in connection with a covered transaction, except as permitted in 43 CFR 12.215 or 43 CFR 12.220;

(3) failure to pay a single substantial debt, or a number of outstanding debts (including disallowed costs and overpayments, but not including sums owed the Federal Government under the Internal Revenue Code) owed to any Federal agency or instrumentality, provided the debt is uncontested by the debtor, or if contested, provided that the debtor's legal and administrative remedies have been exhausted;

(4) violation of a material provision of a voluntary exclusion agreement entered into under 43 CFR 12.315 or of any settlement of a debarment or suspension action; or

(5) violation of any requirements of the drug-free workplace requirements for grants, relating to providing a drug-free workplace, as set forth in 43 CFR 12.615.

(d) Any other cause of so serious or compelling a nature that it affects the present responsibility of a person.

Unpaid Debts: An unpaid debt to the FWS will result in penalties. Unless otherwise established in a Treasury-State agreement, contract, repayment agreement, or by statute, the FWS will charge a penalty, not to exceed six percent a year, on the amount due on a debt that is delinquent for more than 90 days. This charge will accrue from the date of delinquency, which will generally be 30 days from the date that the demand letter is mailed or hand delivered.

## **X. AUDITS AND MONITORING**

Single Audit Requirements: Recipient or subrecipients must have a single or program-specific audit if they expend \$500,000 (U.S.) or more in a year in U.S. Federal awards. The audit must be conducted by an independent auditor for that year, and it must be in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

Access to Records: The FWS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives have the right of timely and unrestricted access to any books, documents, papers, or other records of Recipient or subrecipients that are pertinent to the awards, in order to make audits, examinations, excerpts, transcripts and copies of such documents. In the case of Recipient or subrecipients that are institutions of higher education, hospitals, and other nonprofit organizations, this right also includes timely and reasonable access to a Recipient or subrecipient's personnel for the purpose of interview and discussion related to such documents. For all Recipient or subrecipients, the rights of access in this paragraph are not limited to the required retention period for records, but will last as long as any records on the Project are retained by the Recipient or subrecipient or the FWS.

Inspection and Monitoring Rights: The Grant Officer and other FWS personnel may inspect and monitor real property, equipment, or supplies acquired as part of the Grant Agreement; habitat restored or enhanced under the Grant Agreement; or wetlands created through the Grant Agreement. The purpose of such inspections will be to insure that the real property, equipment, supplies, or habitat is being used or managed for the authorized purpose, and consistent with the terms, of the Grant Agreement. The rights of access to real property, equipment, or supplies acquired as part of the Grant Agreement will terminate:

(a) once the real property, equipment, or supplies have been legally disposed of;

(b) when the FWS has approved a request that such real property, equipment, or supplies will no longer be used for the authorized purpose of the Grant Agreement; or

(c) when the management term as defined in the Grant Agreement expires, regarding leases, easement, restoration, enhancement, and wetland creation actions.

## **XI. SPECIAL PROVISIONS**

**Information Releases:** News releases or other information on the Project published or released for publication by the Recipient or subrecipients must acknowledge that funding was made possible through NAWCA and the FWS as appropriate. Copies of press releases and other publicity shall be made available to the FWS Grant Officer.

**Government Right to Publish and Use Data:** Publication of any reports or parts thereof by Recipient's personnel shall be subject to FWS review and comment. Authorship shall not incur any privileges of copyright nor restriction on distribution. Appropriate credits to the United States Department of the Interior, Fish and Wildlife Service, shall be in any formally published article providing the FWS does not otherwise feel it appropriate to issue a disclaimer. Unless waived by FWS, the U.S. Federal Government has the right to:

1. Obtain, reproduce, publish or otherwise use the data first produced under an award; and
2. Authorize others to receive, reproduce, publish, or otherwise use the data for U.S. Federal purposes.

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 Exchange Section  
1849 C Street, NW  
Washington, DC 20240

**Distribution of Information:** The Recipient shall provide copies of reports, maps, or any other information generated by this Project to any person or organization that requests it, in a timely manner.

**APPENDIX A. CERTIFICATIONS** Through acceptance of a NAWCA Assistance Award, the Recipient's Project Officer certifies to the best of his or her knowledge and belief that:

Certification Regarding Proposal Submission The Assistance Award is for the support and stimulation of the recipient's Project; that the request for Financial assistance and the related proposal have not been submitted in response to a request from the Government to undertake work to support a specific Government Project; and that the proposal has been prepared without the assistance and/or input of Federal personnel. However, this statement excludes the general technical assistance provided by USFWS staff to all applicants and grantees as needed or requested.

Certification Regarding Conflict of Interest There are no relevant facts or circumstances, which could give rise to an individual or organizational conflict of interest. Such conflict of interest could involve such things as Government employees being associated with or being a member of the requesting organization and being in a position to influence the awarding of a grant or cooperative agreement. The Recipient agrees that if an actual or potential conflict of interest is discovered, the Recipient shall make a full disclosure in writing to the Service Program Officer. This disclosure shall include a description of actions, which the Recipient has taken or proposes to take, after consultation with the Service Program Officer, to avoid, mitigate or neutralize the actual or potential conflict.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters (DI2010 June 1995)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its principals and lower tier participants:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary or lower tier participant is unable to certify to any of the statements in this certification, such prospective participant(s) shall attach an explanation to this proposal and send it to the FWS Program Officer.

Certification Regarding Lobbying (DI2010 June 1995) [applicable if award exceeds \$100,000 U.S.]

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, of an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31 U.S. Code. \$100,000.00 for each such failure.

#### Certification Regarding Drug-Free Workplace Requirements

(1) For Recipients other than individuals, the Recipient certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(i) The dangers of drug abuse in the workplace;

(ii) The Recipient's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the recipient of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted—

(i) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(2) For grantees who are individuals, the Recipient certifies that

(a) As a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.