

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	June 10, 2025	<input checked="" type="checkbox"/> (X) Consent	<input type="checkbox"/> () Regular
		<input type="checkbox"/> () Workshop	<input type="checkbox"/> () Public Hearing
Department:	<u>Environmental Resources Management</u>		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve North American Wetlands Conservation Act (NAWCA) Grant Partner Agreement US-FL-66-1 (Agreement) with Ducks Unlimited, Inc. (DU), an independent 501(c)(3) nonprofit organization, to restore historic hydrological connections within the 2,934-acre Cypress Creek – Wetland Enhancement Project (Project) effective upon execution to December 31, 2053; and

B) delegate authority to the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with the Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms or conditions of the Agreement.

Summary: The Agreement will facilitate the restoration of historic flows within the 2,934-acre Project area from the Palm Beach County (PBC) Cypress Creek Natural Area to the South Florida Water Management District (SFWMD) Cypress Creek in Martin County. The total Project cost is \$5,118,075, which includes \$2,821,201 of NAWCA funds, and \$2,296,874 of matching partner funds [PBC, SFWMD, Martin County and the Florida Fish and Wildlife Conservation Commission (FWC)]. As one (1) of the partners, PBC will provide \$1,153,538 in matching funds for work that is already budgeted for annual exotic vegetation treatment. The NAWCA Grant issued to DU on February 4, 2025, allows for matching funds for work completed from July 7, 2023 to December 31, 2028, with \$634,654 of matching funds completed as of February 28, 2025. The Agreement provides that it will be in force for the Project Period of the Grant (through December 31, 2028) plus 25 years. The Agreement contains indemnification provisions that differ from that adopted for use by PBC under PPM CW-F-049. The Agreement language (Exhibit D, Section 5) is nearly identical to PBC's standard language, with the exception that DU will only indemnify PBC as a result of DU's negligent performance of the Agreement or negligent acts or omissions, whereas PBC's standard language is not limited to negligence. The Risk Management Department and the County Attorney's Office have reviewed the indemnification requirements and advised staff accordingly. Given that liability is limited to the statutory caps of Section 768.28, Florida Statutes, and taking into consideration that DU is providing contracted services with no fiscal impact to PBC under this Agreement, staff recommends Board of County Commissioners (BCC) approval. **District 1 (SS)**

Background and Justification:

NAWCA supports public-private partnerships for projects that involve long term protection and restoration of wetlands. DU is the NAWCA grant recipient and project manager for the Project. PBC will not receive any funds, but will benefit from the contracted services provided by DU to accomplish the restoration goal identified in our Cypress Creek Natural Area Management Plan to restore the historic hydrologic connections.

Attachments:

1. NAWCA Grant Partner Agreement US-FL-66-1 Cypress Creek – Wetland Enhancement Project
2. NAWCA Notice of Award

Recommended by:		<u>4-24-25</u>	<small>SAS 4/23/25</small>
	Department Director	Date	
Approved by:		<u>5/13/25</u>	
	Deputy County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$0) _____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$0 _____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Does this item include the use of federal funds? Yes X No _____

Does this item include the use of state funds? Yes _____ No X

Budget Account No.:

EXP: Fund 1226 Department 380 Unit 3162 Object 3401 Program E406
Task X016 Subtask NCYC

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact since our matching funds are based on the budget for annual exotic vegetation treatment.

C. Department Fiscal Review: SKing

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

Lisa M. [Signature] 5/5/2025
OFMB
OFA 5/5
DA 5/5

[Signature] 5/8/25
Contract Development and Control

B. Legal Sufficiency:

[Signature] 5/8/25
Assistant County Attorney

C. Other Department Review:

Department Director



DUCKS UNLIMITED, INC.

Palm Beach County

North American Wetlands Conservation Act Grant
Partner Agreement

US-FL-66-1

Cypress Creek – Wetland Enhancement Project

This Agreement is effective this 10th day of June, 2025, between Ducks Unlimited, Inc., a not-for-profit corporation (hereinafter "DU") and Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners (hereinafter "Partner") to facilitate completion of the Palm Beach County portion of the Cypress Creek – Wetland Enhancement Project (hereinafter "Project").

WHEREAS, the North American Wetlands Conservation Act (NAWCA) provides federal grants to conserve wetland and associated upland for the benefit of migrating waterfowl, shorebirds and other wildlife.

WHEREAS, the South Florida Ecosystem Wetlands VI NAWCA proposal dated July 7, 2023 addressed to the North American Wetlands Conservation Council Coordinator (hereinafter "Project Proposal") included as Exhibit A to this Agreement and approved by the Migratory Bird Conservation Commission on September 13, 2023.

WHEREAS, DU intends to serve as the NAWCA grant recipient on behalf of the Project partners and to administer grant funds received under a NAWCA grant (hereinafter "Grant") if and when such Grant is issued by the USFWS and accepted by DU.

WHEREAS, the Partner intends to be a match provider of the Grant.

WHEREAS, DU and the Partner intend to cooperate to complete the Project by the acquisition of certain real property interest(s) and/or development(s) as described in Exhibit B of this Agreement (hereinafter "Project Elements").

NOW, THEREFORE, in consideration of the above premises and other terms and conditions listed herein, DU and the Partner agree to undertake the Project as follows:

I. SCOPE OF WORK - The Project will be conducted in accordance with the Project Proposal and all terms and conditions detailed by the USFWS in the NAWCA Grant Administration Standards dated January, 2024 (hereinafter "Standards"), which Standards are included as part of this Agreement and included as Exhibit C to this Agreement.

II. SCOPE OF THE AGREEMENT

This Agreement will be in force for the Project Period of the Grant plus 25 years.

A. DU agrees:

1. Subject to the execution of the Grant, to receive and administer Grant funds in accordance with the Project Proposal.
2. To reimburse the Partner for allowable costs, as defined by the Standards, incurred by the Partner to complete the Project Elements in the amount(s) described in Exhibit B.
3. To provide such cash, goods, and/or services to the Partner to complete the Project Elements in the amount(s) detailed in Exhibit B.

B. PARTNER agrees:

1. To accept cash, goods, and/or services from DU and other Project partners to complete Project Elements as described in Exhibit B.
2. That it accepts and will comply with the provisions of the Standards.
3. To be responsible for all costs incurred by the Partner in excess of the value of Grant funds, DU funds or DU in-kind services, if any, that may be associated with the Project.
4. To provide all reasonable and necessary services to ensure the timely completion of the Project within the Grant's Project Period.
5. To provide information and materials in a timely manner as requested by DU that are necessary to meet DU's obligations under the Grant.
6. To obtain, at the Partner's expense, all required permits, agreements, leases, approvals and access rights necessary for the development of the Project and provide to DU, its officers, employees, agents and the like all reasonable assistance and cooperation necessary for the implementation of this Agreement.
7. That all pre-Agreement costs, as defined by the Standards, incurred by the Partner are incurred at the Partner's risk. Such costs are allowable only to the extent that they would have been allowable if incurred after the date that the USFWS signs the Grant and during the Grant's Project Period.
8. To immediately reimburse DU for any repayment or reimbursement DU must make to the USFWS under the Grant that is caused by or results solely from the Partner's failure to comply with the terms and conditions of this Agreement.
9. The Partner will reimburse DU for costs incurred by DU to remedy or replace any habitat lost due to actions of the Partner that are inconsistent with this Agreement.
10. To permit DU, USFWS and their designees to conduct site inspections of the Project.

C. DU and PARTNER mutually agree:

1. That this Agreement and its obligations are contingent upon DU’s receipt, acceptance and execution of a Grant, the terms and conditions of which are acceptable to DU that will fund this Project. If DU should not receive or accept the Grant or if this Project is excluded from the Grant, this Agreement shall be rescinded as of the effective date of this Agreement and neither party shall have any obligations to the other under this Agreement. No work under this Agreement shall be performed unless and until DU receives or accepts the Grant which includes this Project.
2. That the Project will be completed in accordance with this Agreement, including any mutually agreed modifications.
3. To acknowledge the contribution of each party in oral or written communications related to the Project. Partner and/or DU will provide mutually acceptable Project signs and will erect and reasonably maintain these signs at a convenient viewing location in close proximity to the Project.
4. DU appoints Jeff Beal, Florida Regional Biologist, as its Project Officer. Partner appoints Andrew Cunningham, Senior Environmental Analyst, as its Project Officer.

The parties may change their respective Project Officer at any time by providing written notification to the other party identifying the name of their new Project Officer. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. Notices pertaining to this Agreement shall be sent to the Project Officer at the following addresses:

- DU

-

Ducks Unlimited, Inc.
5600 US1 N
Ft. Pierce, FL 34946
- Partner

-

Palm Beach County
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

5. To cooperate in recognizing outside contributors who might provide significant funding to help underwrite costs of the Project or who otherwise are mutually deemed to deserve special recognition. The principal costs of such recognition shall be borne by the party initiating the recognition.
6. To freely exchange Project information and to periodically review, study and consider modifications to the Project pursuant to the terms of this Agreement.
7. In the event the parties hereto are unable to agree regarding their obligations under this Agreement, they shall select a mutually acceptable third party whose decision shall be non-binding.

III. ADDITIONAL TERMS

Additional terms are included in Exhibit D of this Agreement

IV. EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above. Further, none of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

DUCKS UNLIMITED, INC.

WITNESS:

DocuSigned by:
Karen Waldrop
Karen Waldrop, PhD, Chief Conservation Officer

DocuSigned by:
E Held
Signature

DATE: 4/4/2025

Eric Held
Print Name

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Maria G. Marino, Mayor

DATE: _____

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Deborah Drum
Deborah Drum, Department Director
Environmental Resources Management

By: Scott A. Stone
Scott A. Stone, Assistant County Attorney

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

DS
EH

EXHIBIT A. – “Project Proposal”
to
North American Wetlands Conservation Act Grant
Partner Agreement
US-FL-66-1
South Florida Ecosystem Wetlands VI

NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL

PROJECT OFFICER’S PAGE

What is the proposal title? South Florida Ecosystem Wetlands VI

What is the date you are submitting the proposal? July 7, 2023

Project Officer Information:

- 1. Name: Emily Purcell
- 2. Organization: Ducks Unlimited, Inc.

Will any of the NAWCA funds requested as part of this proposal be received or spent by the U.S. Fish and Wildlife Service or another Federal agency? No

Does this proposal include acquisition activities that will add to the National Wildlife Refuge System (NWRS)? No

Will any portion of any tract or activities associated with any tract be used to satisfy wetland or habitat mitigation requirements under Clean Water Act, Rivers and Harbors Act, Fish and Wildlife Coordination Act, Water Resources Development Act, ecological service credits or other related statutes now or in the future? No

Have you confirmed that all partners, key personnel, and contractors are eligible to participate in Federal grants? Yes

Briefly describe qualifications and experience of key personnel (1-2 sentences per individual) who will be providing project implementation assistance (e.g., financial officer, project officer, key field staff, etc.):

Emily Purcell, Project Officer- Emily is the Director of Conservation Programs for Ducks Unlimited (DU) and oversees all DU conservation deliveries from Virginia to Florida in the five-state South Atlantic Region. Emily has written and administered over 25 NAWCA grants and will be providing support with grant administration, budget management, and delivery oversight for this proposal.

Sheba Korley-Dzathor, Project Coordinator- Sheba is the Project Coordinator for DU’s South Atlantic Field Office and is responsible for ensuring DU remains in compliance with federal standards. Sheba will oversee compliance, billing, and reporting on this proposal.

Jeff Beal, Regional Biologist, Field Staff in project region- has 29 years of experience conducting grant-funded habitat restoration projects in Florida working for state agencies and Ducks Unlimited. Jeff will coordinate with partners and oversee direct project delivery of this NAWCA grant.

To ensure that the proposal complies with available guidelines and that partners are aware of their responsibilities, the Project Officer certifies to the following statement: I have read the 2024-2 U.S. Standard Grant proposal instructions, eligibility information, and applicable U.S. grant administration policies and informed partners or partners have read the material themselves. To the best of my knowledge, this proposal is eligible and complies with all NAWCA, North American Wetlands Conservation Council, and Federal grant guidelines and the information submitted herein is true and

correct. The work in this proposal consists of allowable and eligible work and costs associated with long-term wetlands and migratory bird habitat conservation.

Emily Russell 07/07/2023
Sign & date

Audit reports. If the applicant organization expended more than \$750,000 of federal funds during the last calendar year, please include a copy of your most recent of SF-FAC that was submitted to the Federal Audit Clearinghouse. If your organization did not expend more than \$750,000 of federal funds last year, please certify that the Single Audit (formerly A-133) was not required. *DU's current SF-FAC audit report is attached.*

Required Overlap/Duplication Statement: Applicants must provide a statement that address whether there is any overlap between the proposed project and any other active anticipated projects in terms of activities, costs, or time commitment of key personnel. If any overlap exists, applicants must provide a description of the overlap in their application. Applicants must also state if the proposal submitted for consideration under the program is/is not in any way duplicative of any proposal that was/will be submitted for funding consideration to any other potential funding source (Federal or non-Federal). If such a circumstance exists, applicants must detail when the other duplicative proposal(s) were submitted, to whom (entity name and program), and when funding decisions are expected to be announced. If at any time a proposal is awarded funds that would be duplicative of the funding requested from the Service, applicants must notify the Service point of contact for this funding opportunity immediately. *No overlap or duplication exists. Herbicide treatments are for initial spraying of new populations and species.*

Do you have any comments about, or suggestions for, the NAWCA program? *No, thank you.*

NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL SUMMARY
South Florida Ecosystem Wetlands VI, Florida

COUNTY(IES), STATE(S), CONGRESSIONAL DISTRICT(S): Martin and Palm Beach Counties;
Florida; Congressional District 21
JOINT VENTURE(S): ACJV
BIRD CONSERVATION REGION(S): 31

GRANT AMOUNT \$2,821,201
Allocation: Ducks Unlimited, Inc. \$2,821,201

MATCHING PARTNERS \$5,642,402
South Florida Water \$658,336
Management District
Florida Fish and Wildlife \$300,000
Conservation Commission
Martin County \$185,000
Palm Beach County \$1,153,538
Wetlands America Trust, Inc. MCP \$3,345,528

GRANT AND MATCH - ACTIVITIES, COSTS AND ACRES \$8,463,603/2,934 acres
Restored \$5,076,781/2,934 acres
Other \$5,000
Previously Approved MCP Funds \$3,345,528
Indirect Costs \$36,294

NON-MATCHING PARTNERS \$500
Grantee/Partner: USFWS \$500

PROPOSAL PURPOSE AND DESCRIPTION:

The South Florida Ecosystem Wetlands VI proposal (SFEW VI) is the sixth in a series of proposals planned by Ducks Unlimited (DU) in coordination with local, state and federal agencies, other non-government organizations and private landowners in Florida (FL). Funds for this award will restore 2,934 acres. The project entails restoration of freshwater wetlands and other associated habitats on public properties of critical importance to the South Florida Ecosystem for the benefit of many wetland-dependent species. This proposal outlines a plan to improve public property which has been used historically for agriculture and contains ditches and berms within historic wetlands and uplands within a river headwaters region. The goal is to re-establish wetland footprint and sheetflow across the landscape as well historical freshwater delivery downstream to freshwater riverine and estuarine wetlands. Under this proposal, seven partners [Wetlands America Trust, Inc. (WAT), Ducks Unlimited, Inc. (DU), South Florida Water Management District (SFWMD), Florida Fish and Wildlife Conservation Commission (FWC), Martin County (MC), Palm Beach County (PBC), US Fish and Wildlife Service (USFWS)] are collaborating to restore 956 acres of wetlands and 1,978 acres of uplands in the southern Indian River Lagoon (IRL), between the Upper Everglades Basin and Upper St. Johns River Basin designated focus areas of the Florida Peninsula as defined in the Atlantic Coast Joint Venture (ACJV) Waterfowl Implementation Plan and adopted for Bird Conservation Region (BCR) 31. The proposal site is within identified geographic priority areas for the *Partners in Flight Landbird Conservation Plan* (Tract 1), the *North American Waterbird Conservation Plan* (Tract 1), *NAWCA Coastal Zone Focus Area* (Tract 1), and the *BCR 31 Plan* (Tract 1) and support the objectives of these bird conservation plans and initiatives.

HABITAT TYPES AND WILDLIFE BENEFITTING:

The SFEW VI project area represents the headwaters of the Northwest Fork of the Loxahatchee River, one of two Wild and Scenic Rivers in Florida. The Loxahatchee is a tributary to one of North America's most biodiverse estuaries (IRL), part of the Everglades Ecosystem. Tract 1, Cypress Creek, falls within an extensive network of protected lands of significance within the headwaters of the Loxahatchee River watershed. The restoration planned in this proposal on Tract 1 targets 2,934 acres of mainly freshwater emergent and forested wetlands with some intermixed upland habitats. The project area contains mesic flatwoods, wet flatwoods, scrubby flatwoods, hammock, wet prairie, depression marsh, cypress dome swamp, and blackwater stream and river (the historic Cypress Creek) which provide habitat for over 500 species of plants and 217 species of animals. The project involves conversion of a historic farm to natural habitats in the middle of the landscape. This proposal will provide increased foraging capacity and important habitat for pair isolation, thermal refuge and roosting for four NAWCA High Priority waterfowl species, four NAWCA Other Priority waterfowl species and at least five other species of waterfowl. At least eleven NAWCA Priority Species of wetland-dependent migratory birds from BCR 31 will benefit from the restored habitat. The projects will provide benefits for numerous federal and state listed species and state Species of Greatest Conservation Need (SGCN). Avian species determined to be at 'extreme risk' addressed in this proposal include Wood Storks and Black Rails. 'High risk' avian species include Mottled Ducks and Roseate Spoonbills. The Atlantic Coast Joint Venture (ACJV) has identified Black Rail as a flagship conservation species.

PUBLIC BENEFITS/PUBLIC ACCESS:

The Cypress Creek project involves habitat and hydrologic improvements to an area that is a network of public lands within the Everglades Ecosystem which have received considerable attention for holistic watershed restoration planning. Public benefits therefore include improved water quality and quantity (timing and distribution) to promote native habitat resiliency and associated flora and fauna. Direct benefits in terms of farmland converted to historic native habitats and reconnecting impounded wetlands will provide additional opportunities for the region. The project area encompasses several contiguous public properties open for various access experiences. Once completed, the entire project footprint will continue to allow historical passive access opportunities and will showcase the farmland to natural habitats process and the associated funding partnership importance within a landscape of vital importance to regional, state, and national interests regarding total ecosystem restoration.

NEW PARTNERS: Martin and Palm Beach Counties are new partners to the grant series. Both entities are committed to playing major roles in the Everglades Ecosystem restoration partnership.

RELATIONSHIP TO PREVIOUSLY FUNDED NAWCA PROPOSALS:

The proposal builds upon other proposals in South Florida addressing habitats and species as well water delivery and quality. Twenty-two (22) other previous NAWCA projects surround this proposed project area including SFEW I-V, Kissimmee to the Coast I+II, The Kissimmee Prairie Ecosystem, Torrey Kreamer Islands, West Loxahatchee Slough Restoration, Indian River Lagoon (IRL), IRL Coastal Wetlands I, Invasive Species Eradication & Habitat Planting in the IRL, Invasive Species Eradication & Mangrove Planting in the IRL, Critical Bird Habitat Restoration in the NWRs of IRL I & II, T.M. Goodwin Waterfowl Area I-IV, and St. Johns River Headwaters I+II.

THREATS AND SPECIAL CIRCUMSTANCES: In its current state, the farm is a manmade area of little ecological value surrounded by natural communities. This unrestored condition and lack of hydrologic connectivity threaten the resiliency of the headwaters and the downstream water bodies.

FINANCIAL TABLE AND WORK PLAN

PROPOSAL FINANCIAL TABLE

ACTIVITIES	GRANT \$	MATCHING PARTNERS				TRACT ID	NON-MATCH \$
		ABBREVIATED PARTNER NAME	OLD MATCH \$	NEW MATCH \$	TOTAL GRANT + MATCH \$		
Contracts	\$2,578,118	DU	\$0	\$0	\$2,578,118	1-CC	\$0
Contracts	\$0	SFWMD	\$211,336	\$375,000	\$586,336	1-CC	\$0
Contracts	\$0	FWC	\$0	\$300,000	\$300,000	1-CC	\$0
Contracts	\$0	PBC	\$653,538	\$500,000	\$1,153,538	1-CC	\$0
Contracts	\$0	MC	\$145,000	\$40,000	\$185,000	1-CC	\$0
Non-Contract Personnel & Travel	\$201,789	DU	\$0	\$0	\$201,789	1-CC	\$0
Non-Contract Personnel & Travel	\$0	SFWMD	\$36,000	\$36,000	\$72,000	1-CC	\$0
Non-Contract Personnel & Travel	\$0	USFWS	\$0	\$0	\$0	1-CC	\$500
H. TOTAL RESTORED	\$2,779,907		\$1,045,874	\$1,251,000	\$5,076,781	1-CC	\$500
Grant Administration	\$5,000	DU	\$0	\$0	\$5,000	ALL	\$0
K. TOTAL OTHER DIRECT	\$5,000		\$0	\$0	\$5,000	ALL	\$0
L. PREVIOUSLY APPROVED MCP	\$0	WAT	\$3,345,528	\$0	\$3,345,528	MCP	\$0
M. GRAND TOTAL DIRECT (Sum of G and H,I,J,K,L)	\$2,784,907		\$4,391,402	\$1,251,000	\$8,427,309	ALL	\$500
N. TOTAL INDIRECT	\$36,294	DU	\$0	\$0	\$36,294	ALL	\$0
GRAND TOTAL (Sum of M and N)	\$2,821,201		\$4,391,402	\$1,251,000	\$8,463,603	ALL	\$500
PARTNER INFORMATION	GRANT \$	MATCHING PARTNERS				TRACT ID	NON-MATCH \$
		ABBREVIATED PARTNER NAME	OLD MATCH \$	NEW MATCH \$	TOTAL GRANT + MATCH \$		
Ducks Unlimited, Inc.	\$2,821,201	DU	\$0	\$0	\$2,821,201	1-CC	\$0
Wetlands America Trust, Inc.	\$0	WAT - MCP	\$3,345,528	\$0	\$3,345,528	MCP	\$0
South Florida Water Management District	\$0	SFWMD	\$247,336	\$411,000	\$658,336	1-CC	\$0
Florida Fish and Wildlife Conservation Commission	\$0	FWC	\$0	\$300,000	\$300,000	1-CC	\$0
Palm Beach County	\$0	PBC	\$653,538	\$500,000	\$1,153,538	1-CC	\$0
Martin County	\$0	MC	\$145,000	\$40,000	\$185,000	1-CC	\$0
US Fish and Wildlife Service	\$0	USFWS	\$0	\$0	\$0	1-CC	\$500
GRAND TOTAL	\$2,821,201		\$4,391,402	\$1,251,000	\$8,463,603	ALL	\$500

Explain any abbreviations in the Financial Plan Table here:

DU: Ducks Unlimited, Inc.
WAT: Wetlands America Trust, Inc.
SFWMD: South Florida Water Management District
FWC: Florida Fish and Wildlife Conservation Commission
PBC: Palm Beach County
MC: Martin County
USFWS: US Fish and Wildlife Service

If any match was previously approved by the Council via an Optional Matching Contributions Plan, did you include a copy of the letter or email approving the Matching Contributions Plan and give the following information: tracts affected, how much of each partner’s match has been used in previous proposals, how much is being used in this proposal, and how much will remain after the current proposal is funded? Yes – see attached Matching Contributions Plan for the DeLuca Preserve easement value.

WORK PLAN

TRACT 1: Cypress Creek
OVERALL ACRES AFFECTED: 2,934
STATE/FEDERAL AGENCIES HOLDING INTERESTS: SFWMD, Martin County, Palm Beach County, State of Florida

Acreage Summary of Grant/Match Activities on the Tract:
Acquisition 0 Restoration 2,934 Enhancement 0 Establishment 0

Describe all grant/match activities occurring on the tract here:

The Cypress Creek project encompasses improvements to wetlands and other associated habitats on properties owned and managed by SFWMD and Martin County (co-ownership), as well as properties owned by Palm Beach County (e.g., Cypress Creek Natural Area) and State of Florida (downstream submerged lands). Grant-funded activities will occur on a former 340-acre row-crop farm, roughly in the center of the project area. The former row crop will be restored to native wetland and upland habitats via land contouring and planting of native species. The restored condition layout was planned using historical aerial photographs to precisely locate desired habitat types. The restoration of the 340-acre farm, which lies in the middle, is critical to the hydrologic restoration of the entire 2934-acre project area. SFWMD previously made some improvements to the farm by discing the soil, planting a cover crop, capping onsite wells, and by treating exotic plant species with herbicides. For the project, major changes will also result from filling the ditches found within the farm and along its perimeter. In addition, a main canal to the north of the farm, which encircles a 70-acre impounded area of wetlands and uplands, will be filled to reconnect those habitats to the adjacent landscape. For all ditch filling, sediment located on site in berms adjacent to the existing ditches will be used for completing the project. Lastly, culverts and low water crossings will be installed strategically along roads in the project area and ditches west of the farm will be filled to facilitate historical drainage patterns. At culvert crossings, gravel removed during installation will be replaced on top of the new culverted road sections. SFWMD has already received permits for most of the features described. PBC will apply to permit two culvert road crossings along the entrance road to the south of the farm on property they own and manage to further facilitate hydrologic connectivity. The end result will be to re-establish natural habitats on the farm area, to reconnect impounded habitats, and to restore sheet flow across the landscape, recreating the historic regional hydrologic conditions necessary to increase productivity and resilience to these important riverine headwaters and downstream waterbodies.

Grant funds will be used to strategically restore the former row-crop portion of the project area via ditch filling, land smoothing, and culvert/LWC installation. SFWMD provides old match funding from the final design and permitting phase as well as removal of exotic vegetation at the farm as well as new match for initial treatment of exotic vegetation at the farm (new invasions) and within other sections of the project area in Martin County, including associated contract oversight and permit compliance. SFWMD also provides old match for capping artesian wells at the farm. FWC provides new match for land contouring and installation of native plants at the farm. Martin County provides old match for environmental assessments, topographic surveys, water level monitoring, hydrologic modeling, and geotechnical services. New match is also provided after restoration for surveying and modeling for adaptive management purposes. This will inform any needed strategies such as adjusting water levels via riser boards or other means to promote the ideal restored condition. Palm Beach County provides old match for initial removal of exotic vegetation on portions of the project area in that county and new match for initial treatment of newly-found populations of exotic vegetation. Within the entire project footprint, at least 15 species of exotic plants as defined by Florida’s Exotic Pest Council likely occur with a recent regional invasions of *Mimosa pigra*, *Cenchrus polystachios*, and *Scleria gaertneri* especially concerning. The removal of exotic plants species is paramount to the overall restoration effort and establishing historic hydrologic condition will likely promote certain species in various locations which must be

addressed immediately following the ground disturbance elements. USFWS staff will provide technical assistance for the project.

Tract 1: Cypress Creek: Enhancement Financial Plan Justification - \$5,076,781 and 2,934 acres
Grant - \$2,779,907 Match - \$2,296,874 Non-Match - \$500 Completion: Award Period

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
CONTRACTS					
Mobilization/Demobilization	1 LS	\$234,373/LS	\$234,373	Award period	Grant
Site Prep and Existing Pipe Removal	1 LS	\$105,000/LS	\$105,000	Award period	Grant
Fill Field Ditches	42,545 LF	\$5.00/LF	\$212,725	Award period	Grant
Fill Field Canals	10,926 LF	\$12.50/LF	\$136,575	Award period	Grant
Fill Perimeter Canals	24,955 LF	\$25/LF	\$623,875	Award period	Grant
Fill Road Ditch	2,600 LF	\$75/LF	\$195,000	Award period	Grant
Plug Central Canal	1,090 LF	\$90/LF	\$98,100	Award period	Grant
Fill Minor Ditch	3,145 LF	\$60/LF	\$188,700	Award period	Grant
Level and Shape Field	128,260 CY	\$2.00/CY	\$256,520	Award period	Grant
Aluminum Pipe	360 LF	\$450/LF	\$162,000	Award period	Grant
Erosion Control Matting	800 SF	\$5.00/SF	\$4000	Award period	Grant
Concrete Low Water Crossing Matting	2/LS	\$150,000/LS	\$300,000	Award period	Grant
Gravel Road Repair	150 TN	\$75/TN	\$11,250	Award period	Grant
Grassing and Mulching	20 AC	\$2,500/AC	\$50,000	Award period	Grant
Herbicide Treatment	1 LS	\$185,000/LS	\$185,000	2021-23	SFWMD
Herbicide Treatment	1 LS	\$375,000/LS	\$375,000	Award period	SFWMD
Well capping	1 LS	\$26,336/LS	\$26,336	2022-23	SFWMD
Land contouring and native plantings	1 LS	\$300,000/LS	\$300,000	Award period	FWC
Herbicide Treatment	1 LS	\$653,538/LS	\$653,538	2021-23	PBC
Herbicide Treatment	1 LS	\$500,000/LS	\$500,000	Award period	PBC
Surveys and Hydrologic Modeling	1 LS	\$145,000/LS	\$145,000	2021-23	MC
Surveys and Hydrologic Modeling	1 LS	\$40,000/LS	\$40,000	Award period	MC
Subtotal Contracts			\$4,802,992		
NON-CONTRACT PERSONNEL and TRAVEL					
Managing Supervisory Professional Engineer	58 HR	\$158/HR	\$9,164	Award period	Grant
Supervisory Professional Engineer	352 HR	\$136/HR	\$47,872	Award period	Grant
Senior Professional Biologist	82 HR	\$111/HR	\$9,102	Award period	Grant
Senior Professional Engineer	468 HR	\$111/HR	\$51,948	Award period	Grant
Senior Professional Technician	88 HR	\$111/HR	\$9,768	Award period	Grant
Engineering Technician	308 HR	\$89/HR	\$27,412	Award period	Grant
Drafting Special Technician	48 HR	\$99/HR	\$4,752	Award period	Grant
Travel (miles)	33,450 MILES	\$0.655/MILE	\$21,910	Award Period	Grant
Lodging/Meal	110 DAYS	\$180.55/DAY	\$19,861	Award Period	Grant
Land Management staff	600 HR	\$60/HR	\$36,000	2021-23	SFWMD
Land Management staff	600 HR	\$60/HR	\$36,000	Award period	SFWMD
USFWS staff	16 HRS	\$31.25/HR	\$500	Award Period	USFWS

Subtotal Non-Contract Personnel	\$274,289
TOTAL ENHANCEMENT DIRECT COSTS	\$5,076,781

OTHER DIRECT GRANT/MATCH ACTIVITIES FINANCIAL TABLE

JUSTIFICATION – \$3,350,528
Grant - \$5,000 Match - \$3,345,528 Non-Match - \$0

Describe in detail other activities associated with implementing the grant that cannot be assigned to one or more tracts. Include continuing Matching Contribution Plan information (if applicable). Costs under this section may be disallowed if such costs appear to be unnecessary, unreasonable, duplicative, or allocable to a particular tract.

This proposal includes \$5,000 in grant funds during the award period for administration activities including budget management, agreement development, project administration, billing, and reporting. An associated Matching Contributions Plan was previously approved by NAWCA Council in June, 2021 for the easement value of Deluca Preserve. A total of \$3,345,528 from the MCP will be used as match for this proposal.

Item & Work	Units	\$/unit	Total \$	Schedule (month, year)	Funding Source (Grant or Partner name)
Grant Administration	50 HR	\$100/HR	\$5,000	Award Period	Grant
Previously Approved MCP	1 LS	\$3,345,528/LS	\$3,345,528	2021	WAT
TOTAL OTHER ACTIVITIES DIRECT COSTS			\$3,350,528		

Tract Table:

Tract ID	Activity Type	Wetland Acres	Upland Acres	Public Access	Funding Category	Funding Source	County and State	Central Tract Location in Decimal Degrees	Final Title Holder
Tract 1	RS	956	1,978	2,934	G, OM, NM, NO	NAWCA, SFWMD, FWC, MC, PBC, USFWS	Martin and Palm Beach Counties, FL	26.957750; -80.187972	SFWMD, MC, PBC, SOF
Total Acres		956	1,978	2,934					

FINAL TITLEHOLDER SUMMARY:
Tract 1: SFWMD: South Florida Water Management District, MC: Martin County, PBC: Palm Beach County, SOF: State of Florida

TECHNICAL ASSESSMENT QUESTION #1

- How does the proposal contribute to the conservation of waterfowl habitat?
- A. High priority species: Mottled Duck, Lesser Scaup, Northern Pintail, Mallard
- B. Other priority species: Wood Duck, Ring-necked Duck, American Wigeon, Redhead
- C. Other waterfowl: Black-bellied Whistling Duck, Blue-winged Teal, Green-winged Teal, Northern Shoveler, Hooded Merganser

For the species listed above and using the table format below (see TAQ # 1 example), estimate if sufficient data is available, how many individuals/pairs will use the grant and match tracts after the proposal is completed and for what life cycle stage(s).

Species	Numbers Estimated	Life Stage (Breeding, Migration, Wintering)	Explanation of Benefits
High Priority			
Northern Pintail	5-15	Migrating and wintering	Documented locally in similar habitats near Tract 1. Tract 1 provides 302 acres of high-quality foraging habitat including shallow open water for wintering.
Mottled Duck	13 breeding pairs; 75 acres per pair Migrating: up to 50	Breeding, migrating (locally)	Documented on Tract 1 and locally in similar habitats. Tract 1 provides 956 acres of high-quality foraging, breeding, nesting habitat including freshwater vegetation, shallow open water, and forested wetlands.
Lesser Scaup	10-20	Migrating and wintering	Documented locally in similar habitats near Tract 1. Tract 1 provides 357 acres of foraging habitat including some shallow open water areas and riverine and estuarine for wintering.
Mallard	5-15	Migrating and wintering	Documented locally in similar habitats near Tract 1. Tract 1 provides 956 acres of high-quality foraging habitat including freshwater vegetation and shallow open water.
Other Priority			
Wood Duck	54 breeding pairs; 12 acres per pair of forested wet and riverine Migrating/wintering: up to 100	Breeding, migrating, and wintering	Documented on Tract 1 and locally in similar habitats. Tract 1 provides 956 acres of high-quality foraging, breeding, nesting habitat including freshwater vegetation, shallow open water, and sparsely wooded forested wetlands.
Ring-necked Duck	20-30	Migrating and wintering	Documented locally in similar habitats near Tract 1. Tract 1 provides 357 acres of high-quality foraging habitat including shallow

			open water, and riverine and estuarine, for wintering.
American Wigeon	5-10	Migrating and wintering	Documented locally in similar habitats near Tract 1. Tract 1 provides 956 acres of mostly palustrine emergent wetlands to support this species with adjacent deeper water.
Redhead	5-10	Migrating	Documented locally in similar habitats near Tract 1. Tract 1 provides 357 acres of high-quality foraging habitat including shallow open water, and riverine and estuarine, for migrating.
Other			
Black-bellied Whistling Duck	13 breeding pairs; 75 acres per pair Migrating: up to 200	Breeding, migrating (locally)	Documented on Tract 1 and locally in similar habitats. Tract 1 provides 956 acres of wet habitats for ground or tree nesting and foraging spaces.
Green-Winged Teal	20-30	Migrating and wintering	Documented locally in similar habitats near Tract 1. Tract 1 provides 956 acres of mostly palustrine emergent wetlands to support this species with some open water habitats.
Blue-Winged Teal	30-40	Migrating and wintering	Documented on Tract 1 and locally in similar habitats. Tract 1 provides 956 acres of mostly palustrine emergent wetlands to support this species with some open water habitats.
Fulvous Whistling Duck	17 breeding pairs; 18 acres per pair Migrating: up to 200	Breeding, migrating (locally)	Documented locally in similar habitats near Tract 1. Tract 1 provides 302 acres freshwater vegetation and shallow open water for ground nesting and foraging.
Hooded Merganser	10-20	Migrating and wintering	Documented on Tract 1 and locally in similar habitats. Tract 1 provides 956 acres of high-quality foraging habitat, especially the wooded ponds and swamps.

If tracts are not yet identified, briefly explain what procedure will be used to ensure that high quality habitat is targeted. Not applicable.

TECHNICAL ASSESSMENT QUESTION #2

A. Priority bird species:

Species/BCR#	Numbers Estimated	Life Stage (Breeding, Migration, Wintering)	Explanation of Benefits
King Rail/BCR 31	8-43; average home range of individual is 40 acres; breeding pair 7 acres	Breeding, migrating and wintering	Restores 302 acres of non-forested emergent wetlands, important year-round foraging and nesting habitat. Documented locally in similar habitats near Tract 1.
Sandhill Crane/BCR 31	20-30	Breeding and year-round	Restores 2934 acres of emergent wetlands and intermixed uplands, important year-round foraging, breeding, and nesting habitat. Documented on Tract 1 and locally in similar habitats.
Semipalmated Sandpiper/BCR 31	5-10	Migrating	Restores 302 acres of non-forested emergent wetlands with some mudflats, important for migration foraging. Documented locally in similar habitats near Tract 1.
Short-Billed Dowitcher/BCR 31	5-10	Migrating	Restores 302 acres of non-forested emergent wetlands with some mudflats, important for migration foraging. Documented locally in similar habitats near Tract 1.
Lesser Yellowlegs/BCR 31	10-20	Migrating and wintering	Restores 302 acres of non-forested emergent wetlands, important for migration foraging. Documented on Tract 1 and locally in similar habitats.
American Woodcock/BCR 31	5-10	Wintering	Restores 2934 acres of emergent wetlands and intermixed uplands, important for wintering. Documented locally in similar habitats near Tract 1.
Least Tern/BCR 31	10-20	Breeding and migrating	Restores 302 acres of non-forested emergent wetlands, important for foraging. Documented on Tract 1 and locally in similar habitats.
Swallow-Tailed Kite/BCR 31	10 breeding pairs; up to 50 solitary	Breeding, migration, and wintering	Restores 2934 acres of emergent wetlands, riverine, and intermixed uplands; with forested areas dominant. Documented on Tract 1 and locally in similar habitats.
Pectoral Sandpiper/BCR 31	5-10	Migrating	Restores 302 acres of non-forested emergent wetlands with some mudflats, important for migration foraging. Documented locally in similar habitats near Tract 1.
Willet/BCR 31	5-10	Migrating	Restores 302 acres of non-forested emergent wetlands with some mudflats, important for migration foraging. Documented locally in similar habitats near Tract 1.

*in consultation with Craig Faulhaber, USFWS

B. Other wetland-associated bird species:

Species	Numbers Estimated	Life Stage (Breeding, Migration, Wintering)	Explanation of Benefits
Solitary Sandpiper	10-20	Migrating and wintering	Restores 302 acres of non-forested emergent wetlands, important for foraging. Documented on Tract 1 and locally in similar habitats.
American Bittern	5-10	Migrating and wintering	Restores 302 acres of non-forested emergent wetlands, important for foraging. Documented on Tract 1 and locally in similar habitats.
Least Bittern	5-10	Breeding and year-round	Restores 302 acres of non-forested emergent wetlands, important year-round foraging and nesting habitat. Documented locally in similar habitats near Tract 1.
Roseate Spoonbill	20-30	Breeding and year-round	Restores 302 acres of non-forested emergent wetlands, important for foraging. Documented on Tract 1 and locally in similar habitats.
Tricolored Heron	30-40	Breeding and year-round	Restores 956 acres of non-forested and forested emergent wetlands and riverine, important for foraging, breeding, and nesting. Documented on Tract 1 and locally in similar habitats.
Little Blue Heron	30-40	Breeding and year-round	Restores 901 acres of non-forested and forested emergent wetlands, important for foraging, breeding, and nesting. Documented on Tract 1 and locally in similar habitats.
Green Heron	5-10	Breeding and year-round	Restores 956 acres of non-forested and forested emergent wetlands and riverine, important for foraging, breeding, and nesting. Documented on Tract 1 and locally in similar habitats.
Black-Crowned Night Heron	20-30	Breeding and year-round	Restores 956 acres of non-forested and forested emergent wetlands and riverine, important for foraging, breeding, and nesting. Documented on Tract 1 and locally in similar habitats.
Yellow-Crowned Night Heron	10-20	Breeding and year-round	Restores 643 acres of forested emergent wetlands and riverine, important for foraging, breeding, and nesting. Documented on Tract 1 and locally in similar habitats.
Sedge Wren	5-10	Wintering	Restores 2280 acres of non-forested emergent wetlands edges and uplands containing some grassy and sedgy meadows, important for wintering foraging. Documented locally in similar habitats near Tract 1.

*in consultation with Craig Faulhaber, USFWS

TECHNICAL ASSESSMENT QUESTION #3
How does the proposal location relate to the geographic wetland priorities described by the North American Waterfowl Management Plan, Partners In Flight, the U.S. Shorebird Conservation Plan, and/or the North American Waterbird Conservation Plan, along with regional priorities?

A. National wetland conservation priorities:

National Bird Plan Priority Areas	In	Partially In	Out
NAWMP			X (Tract 1)
PIF	X (Tract 1)		
Wading Birds	X (Tract 1)		
Shorebirds			X (Tract 1)

B. Regional wetland conservation priorities:

Regional and Other Plans	Description
State of the Birds 2022	Ten of the Tipping Point species are addressed with project including wading, shore, and secretive marsh birds.
Bird Conservation Region (BCR 31) Implementation Plan, 2017	Tract 1 lies within the BCR 31 seabird, shorebird, waterbird and landbird focal areas. The Plan additionally identifies the restoration of ditched and drained wetlands as priority actions for priority bird species
Florida State Wildlife Action Plan 2019	This comprehensive plan outlines the state’s 690 Species of Greatest Conservation Need (SCGN) and the habitats on which they depend. This proposal addresses threats and actions required to alleviate threats regarding restoration of habitats, especially through hydrologic enhancements which benefit species and water quality. This proposal focuses on benefits to many SCGN utilizing palustrine forested and non-forested wetlands including waterfowl, various wading birds, shorebirds, and secretive marsh birds as well as keystone regional species such Everglades Snail Kite and Florida Panther.
ACJV Birds of Conservation Concern 2021	The plan describes birds of particular concern based on a ranking system, especially seabirds and shorebirds. Most of the 32 BCR 31 region species are wetland-dependent wading and shorebirds which utilize the habitats described for Tract 1.
ACJV Salt Marsh Bird Conservation Plan 2019	This proposal addresses plan goals and objectives for efforts planned at Tract 1. The plan to improve palustrine emergent wetlands should have positive effects on certain species covered in this plan. Project benefits will address needs for Tier A species (Black Rail) as well as some Tier B and Tier C species.

ACJV Flagship Species program	In 2016, the ACJV chose three species as flagship priorities which represent the ACJV geography, have high conservation need, and have added value through the partnership. One of the flagship species (Black Rail) is likely to occur within the habitats restored in this proposal for Tract 1 and have been documented historically in the regional ecosystem landscape.
Black Rail Conservation Plan	To combat the major decline of Eastern Black Rail populations along the Atlantic Coast, the Plan outlines strategies which could be addressed for Tract 1 in this proposal: create new non-tidal habitat. Restoration of palustrine emergent wetlands on Tract 1 will ensure quality habitat is available for potential use by black rails, a high priority and flagship species within the ACJV.
Atlantic Flyway Shorebird Initiative 2017	The plan describes habitat loss and change as a major threat to shorebird populations and the restoration proposed for Tract 1 is designed to address habitats which have changed due to anthropogenic impacts. The tract falls within the Southeastern US region and serves to provide important forage areas (palustrine emergent wetlands, shallow open water) for migrating shorebirds along the Atlantic Flyway. This proposal is likely to address the needs of at least two of the fifteen initiative focal species documented at Tract 1 (Lesser Yellowlegs) or found locally in similar habitats (Semipalmated Sandpiper).
Comprehensive Everglades Restoration Plan Project	Tract 1 falls within the boundary for CERP project effects, the largest environmental restoration project on earth. Specifically, Tract 1 lies just to the south of one planned CERP project and will be hydrologically connected to that project once completed in 5-10 years. Other future CERP projects in the Loxahatchee watershed and beyond will also be hydrologically connected to the project area. The purpose of the CERP is to regulate extreme highs and lows in water staging, improve hydroperiod within the Everglades ecosystem, increase aquatic and wildlife habitat, reduce phosphorus loading and reduce damaging releases to the surrounding estuaries. Improvements to Tract 1 will contribute by enhancing habitat and hydrology to historic condition on the landscape to contribute toward CERP goals.
Loxahatchee River Watershed Restoration Project Environmental Impact Statement, 2020	The Loxahatchee River watershed is 240 square miles and the study area for this CERP-related

	document is 750 square miles. Tract 1 falls within the center of the study area and is integral to the hydrologic connectivity of the region. Numerous CERP projects totaling an estimated \$741M are planned for the future surrounding Tract 1 to restore historic drainage patterns and water and habitat quality. Restoration of Tract 1 will contribute greatly to the overall goals and objectives for region-wide improvements.
Cypress Creek Natural Area Management Plan, 2013	The CCNA is managed by PBC and is located to the south and west of the farm site. Certain features (culverts under road) in this proposal will restore historic flows from the CCNA to the farm site and surrounding public lands within the project area. Over 500 species of plants and 217 species of animals have been documented at CCNA, as per the Plan. In addition to active management at CCNA such as prescribed fire and exotic plant removal, the Plan also calls for restoration of water connectivity to Cypress Creek and the downstream riverine corridor.
Restoration Plan for the Northwest Fork of the Loxahatchee River, 2006	This Plan encompasses a commitment by SFWMD to address restoration scenarios after establishment of Minimum Flows and Levels for the NW Fork in 2003. The Plan outlines benefits to keystone indicators: cypress swamps, oligohaline fish larval recruitment, oyster reefs, and submerged aquatic vegetation and means to achieve protection for them. Hydrologic modeling for the NW Fork informs specific restoration concepts and supports the Preferred Restoration Scenario as outlined. In short, the project on Tract 1 supports the Plan goals to restore historic hydrologic conditions and future modeling post-project will inform the level to which this is achieved.
Loxahatchee River National Wild and Scenic River Management Plan, 2000 Update	A 7.6-mile stretch of the NW Fork is designated as Wild and Scenic and this Plan provides the history and perceived needs for protection of its value. Tract 1 restoration will provide improved water quantity and quality measures for the Wild and Scenic area which occurs downstream of the project area. Cypress Creek and its watershed are instrumental to the ecological value of this stretch of the river, providing flow and habitats for species utilizing the riverine corridor.
Loxahatchee Lake Worth Creek Aquatic Preserve Management Plan, 2017	This Plan describes the Aquatic Preserve, a State of Florida designation, associated with the Loxahatchee River. Aquatic Preserves are protected in Florida for their recreational and

	ecological value to fish, wildlife, and people. They receive extra protection in terms of water quality legal thresholds and for their habitats and species. The Plan addresses the need to restore hydrology, water quality, and habitats in the watershed. Tract 1 restoration will provide improved water quantity and quality measures for the Aquatic Preserve area which occurs downstream of the project area.
Jonathon Dickinson State Park Unit Management Plan, 2012	JD State Park occurs downstream of the project area. The Plan describes the importance of the NW Fork headwaters to the ecology of the park, especially regarding freshwater flows to combat loss of floodplain wetlands due to salinity intrusion. Restoration on Tract 1 will have major influence on the State Park riverine corridor habitats, providing improved water quantity and quality.
USFWS Coastal Program Strategic Plan 2022-2026	Tract 1 falls within the Indian River Lagoon focus area. The project addresses the needs of the habitat improvement priority wetlands initiative and a focal species (Eastern Black Rail).

TECHNICAL ASSESSMENT QUESTION #4
How does the proposal relate to the national status and trends of wetlands types?

ACTIVITY AND TRACTS IN THE PROPOSAL	STATUS, TYPES, AND ACRES OF WETLANDS Note: Types subsidiary to types listed below have the same status.								UPLANDS	TOTAL
	DECREASING			STABLE			INCREASING	NO TREND DATA		
	PEM	PFO	E2Veg	E1	L	R	M2, PSS, PUB, E2US	PML, PRB, E2AB		
SECTION A										
RESTORED	302	599				44	11		1,978	2,934
TYPE TOTALS	302	599				44	11		1,978	2,934
STATUS TOTALS	901			44			11		1,978	2,934
GRAND TOTALS	956								1,978	2,934
SECTION B										
Tract 1: Cypress Creek	302	599				44	11		1,978	2,934

The proposal contains 1,978 acres of uplands. These uplands are comprised of pine flatwoods (dry, mesic, wet) and hammock (hardwoods) intermixed amongst the historical wetlands including depression marshes, swamps, blackwater riverine and stream. As a result, the project area is a mosaic of upland and wetland habitats. Within the farm portion, row crop will be restored to its original natural habitat (flatwoods). Complex community structure is important for maximum biodiversity. These existing upland features provide significant habitat value with extensive ecotonal edges to the adjacent wetlands for foraging and nesting for some species and refugia during periods of high water for others. One keystone

parcel in the project area, the Cypress Creek Natural Area (CCNA), has over 500 species of plants and 217 species of animals documented as per the Management Plan. This property is largely representative of the entire project area, containing all of the habitats described herein except for the small portion of estuarine unconsolidated bottom found downstream. The CCNA has 87 bird species, 13 mammal species, and 26 species of herpetofauna documented. Imperiled species total 25 with 18 of those being plants (e.g., orchids, ferns, bromeliads). Th uplands here house gopher tortoise, an at-risk reptile in the southeastern US. The biodiversity here is indicative of the habitat complexity and many of these species use uplands and wetlands for part of their life history strategies. Fire plays a critical role in the uplands and wetlands in this region of Florida as evidenced by the dominance of pyrogenic species such as saw palmetto and certain grasses. All of the public properties associated with this proposal are well-managed with the use of regular prescribed fire and aggressive exotic invasive plant control programs.

TECHNICAL ASSESSMENT QUESTION #5					
How does the proposal contribute to long-term conservation of wetlands and associated uplands?					
ACTIVITY	ACRES BY LONGEVITY OF BENEFITS				TOTAL ACRES
	* Includes water control structures made of material other than wood. ** Includes wood water control structures and pumps.				
	PERPETUITY	*26-99	**10-25	< 10	
SECTION A					
RESTORED		2,934			2,934
TOTAL		2,934			2,934
SECTION B					
Tract 1: Cypress Creek		2,934			2,934

Tract 1 falls within the coastal zone of Florida and is therefore subject to the effects sea level rise as currently projected. The project area lies within a zone of low vulnerability according to the NOAA SLR Viewer as it lies in the upstream headwaters of a tidal riverine system. The Viewer shows that the entire riverine corridor including the project area are vulnerable to high tide flooding as they are shallow coastal habitats. The most pronounced inundation to the project area would occur with a rise of 4 feet or more. The constrictions under two major roadways (I-95, the Florida Turnpike) are important in this analysis. The project area currently sits ~8 miles from the downstream Jupiter Inlet to the east, the connection for the riverine and estuarine system to the Atlantic Ocean. The stated project goal to restore historic hydrology to the headwaters and habitats within that area (some of which are currently farmland) in the Northwest Fork provides resiliency to the system in the face of sea level rise and other effects of a changing climate such as increasing storm frequency and intensity. The project will improve sheet flow across the landscape and provide additional water storage capacity. Saltwater intrusion and the subsequent loss of cypress as it converts to mangrove communities has been a major concern for the Northwest Fork of the Loxahatchee for many decades, downstream of the project area. Restoration planning for the river includes addressing this phenomenon to the greatest extent practicable. This project will deliver high quality freshwater to the downstream following its improved filtration through a restored wetland complex. Also, wetland habitats are projected to move inland with sea level rise. The entire project area of extensive existing wetlands and uplands provide a buffer zone in which landward migration of wetlands is feasible. The proposal outlines a strategy to restore the project area to historic conditions hydrologically and ecologically, preparing the site for likely transition to other wetland habitats over time. Therefore, restoring the region as proposed prepares for future needs.

TECHNICAL ASSESSMENT QUESTION #6

How does the proposal contribute to the conservation of habitat for wetland associated, Federally listed or proposed endangered species; wetland dependent Species of Greatest Conservation Need (SGCN) from the appropriate State Wildlife Action Plan (SWAP); and other wetland-associated fish and wildlife that are specifically involved with the proposal?

A. Federally Threatened, Endangered, or Proposed candidate species:

Species	Explanation of Benefits
Audubon’s Crested Caracara - Federal: Threatened	This species has been documented at Tract 1 and locally in similar habitats. Restoration of shallow water emergent wetlands will benefit this species at Tract 1 for foraging opportunities.
Everglade Snail Kite - Federal: Endangered	Snail Kites will roam throughout their Florida range in response to seasonally changing water levels. This species has been documented at Tract 1 and locally in similar habitats. Restoration of shallow water emergent wetlands will benefit this species at Tract 1 for foraging opportunities as expanding populations seek high quality habitats.
Wood Stork - Federal: Threatened	This species has been documented at Tract 1 and locally in similar habitats and falls within the core foraging range of several active rookeries. Wood Stork rookeries can travel up to 60-80 km to forage. Freshwater emergent and mature forested wetlands provide ideal foraging habitat. The <i>USFWS Southeast Wood Stork Recovery Plan</i> cites the value of wetlands to Wood Storks as crucial foraging and breeding habitat.
Eastern Black Rail – Federal: Threatened, SCGN in FL	This species will likely benefit from the hydrologic restoration of Tract 1 by increasing sheetflow across the project area. This will enhance suitable habitat of palustrine emergent (mostly grassy) wetlands and ensure quality habitat, both type and structure, is available for black rails, a high priority and flagship species within the ACJV. Black rails have been documented to occur in the Tract 1 region in similar habitats to the south and west of the project area.
Florida Panther - Federal: Endangered	Tract 1 falls within a region with recent documented sightings of Florida panther at nearby Hungryland WEA (to west), Ranch Colony (to west), and in Hobe Sound (to northeast). Restoration of Tract 1 will improve wetland and ecosystem productivity for foraging.
Eastern Indigo Snake– Federal: Threatened	Tract 1 is a mosaic of uplands intermixed with forested and non-forested wetlands and riverine habitats. Restoration of Tract 1 will improve wetland condition and ecosystem productivity for this dependent species.
Florida Bonneted Bat - Federal: Endangered	Tract 1 contains preferred habitats for this species including relatively open freshwater wetlands and forests (wetland, upland) with freshwater drinking sources. Also, mature trees, especially pines, in areas >50 acres can support roosting. Tract 1 falls within the Consultation Area for this extremely rare species according to the 2011 Biological Status Review Report. Restoration of Tract 1 will improve wetland condition for foraging for this species.

B. Wetland-dependent species of greatest conservation need (SGCN) from the appropriate State Wildlife Action Plan (SWAP):

Species	Explanation of Benefits
Limpkin	Documented on Tract 1 and in similar local habitats year-round. Especially, freshwater emergent and forested wet habitats identified as important in the SWAP plan to support this species.
Purple Gallinule	Documented on Tract 1 and in similar local habitats year-round. Breeding pairs require 3.2 acres of home range. Restoration of freshwater emergent and forested wet habitats will benefit this species, especially in shallow open areas of dense and floating vegetation.
White Ibis	Documented on Tract 1 and in similar local habitats year-round. Restoration of emergent wetlands important for foraging, breeding, and nesting habitat.
Bobolink	Documented on Tract 1 and in similar local habitats. Restoration of emergent grassy wetlands and adjacent flatwoods fields important for foraging during migration.
Dunlin	Documented locally in similar habitats near Tract 1. Restored non-forested emergent wetlands with some mudflats, important for migration foraging.
Red-Headed Woodpecker	Documented on Tract 1 and in similar local habitats year-round. Restoration of open forest upland mosaic on Tract 1 will provide habitat for foraging (including acorns) and nesting.
Snowy Egret	Documented on Tract 1 and in similar local habitats. Restoration of emergent marshes on Tract 1 will provide foraging, breeding, and nesting habitats.
Short-Tailed Hawk	Documented on Tract 1 and in similar local habitats year-round. Restoration of forested wetlands, especially cypress and riverine, and forest edges important for foraging, breeding, and nesting habitat.
Prothonotary Warbler	Documented in similar local habitats near Tract 1. Restoration of emergent forested wetlands and riverine important for foraging during migration.
Prairie Warbler	Documented on Tract 1 and in similar local habitats. Restoration of emergent forested and non-forested wetlands important for foraging during migration and wintering.

TECHNICAL ASSESSMENT QUESTION #7
How does the proposal satisfy the partnership purpose of the North American Wetlands Conservation Act?

A. Ratio of the Non-Federal Match to the Grant Request: 2:1

B. 10% Matching Partners: (4) Wetlands America Trust, Inc.; South Florida Water Management District; Palm Beach County; Florida Fish and Wildlife Conservation Commission

C. Partner Categories

State agencies: Florida Fish and Wildlife Conservation Commission

Non-governmental conservation organizations: Wetlands America Trust, Inc.

Local governments, counties or municipalities: South Florida Water Management District; Palm Beach County; Martin County

Federal agencies: USFWS

D. Important Partnership Aspects (new grant recipient, significant new partners, unique partners, large numbers of partners under any category in C above, non-financial contributions):

Through this project, DU/WAT (non-governmental conservation organization), Florida Fish and Wildlife Conservation Commission (state agency), South Florida Water Management District, Palm Beach County, Martin County (local government), and USFWS (federal agency), will build off decades of partnership in conserving important wetland habitat throughout the state of Florida for both wildlife and people. Recognized as the world’s largest wetlands conservation organization, DU works cooperatively with landowners and managers, both public and private, to identify and then implement common sense, science-based and ecologically sound solutions to environmental problems. A unique component of DU is the integrated team effort of biologists and engineers, who combine their respective professions to provide environmental services unmatched by any other organization. DU will be the grant recipient and responsible for the overall project management, construction and grant administration. Palm Beach and Martin Counties, new partners in this series of proposals, are responsible for the control of exotic invasive species, design, and hydrologic modeling of the project area. South Florida Water Management District, a longstanding partner with DU in this series, provides control of exotic invasive species and staff time toward the project. In addition, they have already secured the necessary permits for the project such that the partnership can move quickly toward construction if funded. Florida Fish and Wildlife Conservation Commission, another longstanding DU partner, provides cash match for certain project tasks involving contracted labor. These projects build on the continuing partnership of DU with government entities in Florida to reduce invasive species, promote native species, and enhance habitats on public lands. The collective partnership is designed to improve wetland-dependent species habitat and the wildlife experience for visitors to these visited public properties well known for their ecological and recreational values.

E. Public Access:

The project area encompasses several public properties with a long history of providing public access opportunities including hiking, cycling, horseback riding, fishing, birding, and nature appreciation. These properties are well-equipped with marked designated trails. The farm lies in the center of the project area and is a keystone to the entire project and the state trail system, with existing trails currently in place around the farm perimeter. This farmland portion which will be converted to natural habitats will have trails added which will link to these other regional trails (most importantly, the Florida Trail). The Florida Trail is one of 11 national scenic trails, running from Big Cypress National Preserve to the Panhandle of Florida. The Trail has spurs which run from the main section in the center of the state toward coastal areas. In the region of this proposed project, a major spur runs from Lake Okeechobee in the west toward the east coast of Florida: through Dupuis Management Area (a SFWMD property which has received previous NAWCA funds for enhancement), through JW Corbett Wildlife Management Area, through other public lands including Riverbend Park, through the Cypress Creek project area, and ultimately to Jonathon Dickinson State Park downstream of Cypress Creek. In addition, canoeing and kayaking are two of the most important recreational activities in the Loxahatchee and the Northwest Fork is the most visited of the three forks. The Northwest Fork has several entry and exit points, with the most popular entry point at Riverbend Park to the south of the Cypress Creek project area. From Riverbend, people paddle downstream and stop over at famous features such as Trapper Nelson’s former homestead within the state park. This project proposal entails restoration in the headwaters which will provide downstream water quality improvements to areas most frequented by paddlers.

EXHIBIT B. – “Project Elements”
South Florida Ecosystem Wetlands III Grant
Cypress Creek –Wetland Enhancement Project
US-FL-66-1

A. DU agrees to:

1. Provide funding in cash for construction costs for the development of the Project in an amount not to exceed **\$2,578,118**
2. Be responsible for compliance with all terms and conditions of Grant Agreement.
3. Construct, or cause to be constructed, the Project, subject to the terms and conditions of this Agreement, in substantial compliance with the Project site development plans and specifications developed pursuant to B.1 below.
4. Provide quality assurance during construction to implement the terms and conditions of the Project site development plans and specifications.
5. Maintain complete and accurate records of its actual and necessary costs of performance herein and to retain such records for a period of five (5) years following acceptance of the Project, during which time they shall be made available to USFWS or their designee and Partner for review and audit upon request.

B. The Partner agrees to:

1. Provide sealed Project site development plans and specifications and bear all responsibility for its obligations under this Agreement relating to the construction and implementation of such site development plans and specifications.
2. Promptly respond to requests for information from DU and its subcontractors regarding the construction plans and technical specifications throughout the bidding and construction of the Project.
3. Provide DU and its contractors ingress and egress to the Project site during and following Project construction, upon reasonable notice from DU to the Partner.
4. Provide routine inspection, operation, rehabilitation and maintenance necessary to maintain the continuing viability and functioning of the Project throughout the term of this Agreement.
5. Manage the Project site to provide habitat that is beneficial to breeding, migrating and wintering waterfowl in compliance with the Project Proposal dated July 7, 2023, submitted to the North American Wetlands Conservation

Council Coordinator (hereinafter “Project Proposal”) included as Exhibit A to this Agreement.

- 6. Permit DU to construct, or cause to be constructed, the Project, subject to the terms and conditions of this Agreement.
- 7. Perform any and all operation and maintenance responsibilities on the Project site for the Project Period of the Grant plus twenty-five (25) years, and provide a report to DU if any maintenance or repair activities are performed.
- 8. Provide DU match documentation in the amount of \$1,153,538 as outlined in Partner’s signed Partner Contribution Statement included in the NAWCA proposal.

C. DU and Partner mutually agree:

- 1. That parties will endeavor to complete the Project work prior to December 31, 2028, provided all permits have been obtained. If the project is not completed prior to that date, either party may terminate this Agreement upon 60 days’ prior written notice.

EXHIBIT B (Continued)
Project Description

Project: Cypress Creek –Wetland Enhancement Project (US-FL-66-1)

Location: Approximately 5 miles west of Jupiter, FL (Palm Beach County)
Lat/Lon: 26.957750, -80.187972

Contact Person(s):	Andrew Cunningham Senior Environmental Analyst Palm Beach County 2300 N. Jog Rd., 4 th Floor West Palm Beach, FL 33411 Phone: (561) 233-2466	Jeff Beal Regional Biologist Ducks Unlimited, Inc. 5600 US1 N Ft. Pierce, FL 34946 Phone: (772) 302-0774
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Project Description: Grant funds will be used to improve hydrologic conditions within the Cypress Creek region, headwaters of the Northwest Fork of the Loxahatchee River. The project entails enhancement of Martin County (MC)/South Florida Water Management District (SFWMD) property and Palm Beach County (PBC) Cypress Creek Natural Area (CCNA) property. On the CCNA property, two culverts will be installed under the entrance road and PBC will conduct exotic removal efforts. As a result of these improvements, direct hydrologic benefits will be gained for 2934 acres of palustrine marsh and forested wetland habitats as well as associated uplands and for the species dependent upon these habitats such as waterfowl, wading birds and shorebirds. The project will reduce the invasion of woody plants due to increased hydroperiod. DU will work with PBC and SFWMD to deliver this project and grant funds will be used for DU to cover construction costs, non-contract personnel, travel, and associated indirect costs at DU’s current federally-negotiated indirect cost rate to deliver the project.

Project Needs: The project proposes installing two water control structures (culverts) at CCNA to improve water delivery and extend the hydroperiod in wetland and upland habitats to benefit wetland-dependent species.

Matching Funds: Non-federal match documentation in the amount of \$1,153,538 is required from the Partner for herbicide treatment of vegetation.

Estimated Cost:

\$	2,578,118	Contracts – NAWCA
\$	206,789	HRC’s and Travel – DU (NAWCA)
\$	36,294	Indirects* – DU (NAWCA)
\$	586,336	Contracts – SFWMD (match)
\$	72,000	HRC’s – SFWMD (match)
\$	185,000	Contracts – MC (match)
\$	300,000	Contracts – FWC (match)
\$	<u>1,153,538</u>	<u>Contracts – PBC (match)</u>
\$	5,118,075	Total Estimate

*Indirect costs will be billed based on DU's current federally-negotiated indirect cost rate at the time of billing and may change annually.

Funding: The Grant (award #F24AP01293-00) will be used to fund this project.

Permitting: All necessary permits will be submitted by the Partner and any costs associated with this submission are the responsibility of the Partner.

Project Timeline: All construction activities must be completed, inspected, and invoiced to NAWCA prior to December 31, 2028.

EXHIBIT C. – “NAWCA Grant Administration Standards”
to
North American Wetlands Conservation Act Grant
Partner Agreement
US-FL-66-1
South Florida Ecosystem Wetlands VI

UNITED STATES GRANT ADMINISTRATION STANDARDS

North American Wetlands Conservation Act

and

Neotropical Migratory Bird Conservation Act

January 2024

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Section A: Applicability and Authorities

1: Overview of Standards

These Standards apply to any project that:

- a) Is granted Federal financial assistance approved under the authority of the North American Wetlands Conservation Act (NAWCA) or the Neotropical Migratory Bird Conservation Act (NMBCA); and
- b) Occurs on lands or waters under the jurisdiction of the United States of America.

2: NAWCA/NMBCA Authorities

The authority of the North American Wetlands Conservation Act (NAWCA) grant program is 16 USC 4401 et seq., as amended. The authority for the Neotropical Migratory Bird Conservation Act (NMBCA) grant program is Public Law 106-247 July 20, 2000, as amended (16 USC Ch.80, 6101 et seq., as amended). General provisions applicable to grants awarded by agencies of the US Department of the Interior, including definitions of terms used in this document, are in Title 2, Part 200, of the Code of Federal Regulations (CFR). General Provisions applicable to the acquisition of real property under a Federal grant, including definitions of terms used in this document, are in 49 CFR, Part 24. The actual laws and regulations take precedence over any restatement, summary, or interpretation of the same in this document. For the purposes of these authorities, the Division of Bird Habitat Conservation is the FWS Program Office.

Section B: Grant Agreement

1: Grant Agreement Overview

The Grant Agreement consists of a Notice of Grant Award (NGA) Form which incorporates these Standards, the Proposal and any approved modifications, and the Recipient’s signed Standard Form 424 (SF-424).

2: Binding Grant Agreement

The Recipient (Federal and Non-Federal Entities) agrees to the terms and conditions of the grant by signing the SF-424, reading and agreeing to the certifications and representations in SAM.gov and entering into a binding agreement by receiving Federal Funds through the electronic funds transfer process.

3: Termination

The Recipient may decline the award or request a delay of the execution date by written notice to US Fish and Wildlife Service (FWS) Program Office within 10 business days of receipt of the Grant Agreement. 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. 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 issued, 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.

4: Sub-recipients

If grant funds are sub-awarded to a subrecipient, the subrecipient is responsible for adhering the Federal program requirements specified in the Federal award, including these Standards and 2 CFR 200. For the purposes of this document, subrecipient and Recipient are synonymous, and subrecipients have the same responsibilities as the Recipients. The pass-through entity must comply with 2 CFR 200.331 and 2 CFR 200.332 (Requirements for pass-through entities), when issuing a subaward.

A Federal entity cannot be a subrecipient in a NAWCA or NMBCA grant. Funds are passed directly to Federal entities through an Internal or Interagency Agreement, or similar mechanism. These agreements are separate binding agreements for which the non-Federal entity cannot be held responsible. The Federal entity is solely responsible for furnishing financial and performance reports for their share of the project and the timely submission of these reports directly to the FWS Program Office.

5: Federal Entities

Federal agencies receiving grant funds must follow the same guidelines for grants and cooperative agreements in 2 CFR 200 and other financial assistance regulations. When funds are passed directly to a Federal entity, the project officer representing the Federal entity is responsible for the financial and performance reporting under the terms and conditions of the Internal or Interagency Agreement. A non-Federal entity is not responsible for reporting on behalf of the Federal entity. Federal entities are required to submit all property documents listed in Section F and Appendix A.

Section C: Eligibility Requirements

1: Eligibility Criteria

Eligible activities and costs for NAWCA grants are outlined in the Eligibility Criteria, which can be found on the NAWCA website: <https://www.fws.gov/program/north-american-wetlands-conservation>. The Eligibility Criteria must be reviewed before submitting a Proposal for funding. It is the responsibility of the applicant to ensure all costs and activities are eligible to be included in a NAWCA grant. Eligibility Criteria for NMBCA grants are explained in the grant application instructions: <https://www.fws.gov/service/neotropical-migratory-bird-conservation-act-nmbca-grant>.

2: Business Registration

To be eligible to receive funds, the Recipient must be registered to do business with the U.S. government and have a Unique Entity ID (UEI). Recipients can complete the registration process at <https://www.sam.gov>. Registration must be maintained annually.

3: Financial Assistance Representation and Certification

All recipients are required to read and agree to the representations and certifications in SAM accessed

via <https://www.sam.gov> as a part of required registration. Registrants are required to review and update the representations and certifications submitted to SAM as necessary, but at least annually, to ensure they are kept current, accurate, and complete. The representations and certifications are effective until one year from date of submission or update to SAM.

4: Financial Management System

A recipient organization must have a financial management system that complies with the U.S. Code of Federal Regulations (2 CFR 200) and provides the following:

- a) Identification, in its accounts, of all Federal awards received and expended. Federal award identification must include the Assistance Listings title and number, Federal award identification number and year, and name of the pass-through entity, if any
- b) Accurate, current, and complete disclosure of the financial results of each Federal award.
- c) Records that identify adequately the source and application of funds for grant and match-funded activities. These records must contain information pertaining to Federal awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- d) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- e) Comparison of expenditures with budget amounts for each Federal award.
- f) Written procedures for determining the allowability of costs.

Section D: Financial Administration

1: Allowable Costs

Grant and match funds may be used to cover costs necessary to carry out the purpose of the projects as described in the Proposal, Grant Agreement, or approved modification to proposed activities or Grant Agreement if the costs in doing so are allowable, reasonable, and allocable as explained in 2 CFR 200, Subpart E, NAWCA or NMBCA application instructions, and the NAWCA or NMBCA Eligibility Criteria.

2: Period of Performance

The Period of Performance is defined as the time interval for conducting the approved work under the federal award. The period of performance will be designated in the Grant Agreement and will last 1-4 years as described in the Proposal as the length of time needed to complete the project unless it is extended. The terms "project period", "funding period" and "performance period" are considered synonyms for the period of performance. The Period of Performance will start once all compliance documentation is received and the FWS Program Office can issue a full or partial award.

Grant funds and matching contributions must be obligated during the period of performance, except for any eligible pre-award or match costs (See Sections D-3: Pre-Award Costs and D-4: Matching Funds), which may be obligated prior to the funding period. A Recipient or subrecipient obligates funds (i.e., incurs costs) by placing an order, signing a contract, or receiving goods or services. All obligations must be paid in full within 120 days of the project period end date. 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 period of performance.

All obligations must be made, and work must be accomplished during the period of performance, although cash does not necessarily have to be disbursed by the end of that period. The Recipient must liquidate all obligations and ensure that the FWS Program Office receives a final report no later than 120 days after the end of the period of performance.

3: Pre-Award Costs

Pre-award costs (2 CFR 200.458) are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. The activities associated with the pre-award costs must comply with all laws, regulations, and policies applicable to a grant-funded project. If charged to the award, these costs must be charged during the initial reporting period of the award, unless otherwise specified by the Federal awarding agency.

To qualify for pre-award cost reimbursement, recipients must demonstrate in the proposal that the pre-award activities are necessary and reasonable for accomplishing the overall program objectives and would have been approved had they occurred within the project period. Recipients should include in the proposal section "Pre-award costs", a statement on whether pre-award costs are requested. Should a recipient request pre-award costs, an explanation of why pre-award costs are necessary must be in the proposal and the recipient must receive written approval from the FWS Program Office before pre-award costs are incurred. The FWS Program Office will not approve pre-award costs for work performed that requires compliance documentation (see [Section H.1](#)).

For the purposes of NAWCA, pre-award costs are incurred between the time of Proposal submission and the date a Grant Agreement is issued. Please note, FWS will not begin working on compliance documentation ([H.1](#)) until projects have been recommended by the North American Wetlands Conservation Council to the Migratory Bird Conservation Commission for approval, and therefore if an applicant wishes to pursue acquisitions or groundwork as a pre-award cost, they must have the compliance documentation in-hand when requesting written approval to incur pre-award costs as a match-funded or grant reimbursable expense.

4: Matching Funds

- a) **Eligible Match:** For NAWCA grants, the conditions of eligible costs are listed under the Eligible Match Costs section of the [Eligibility Criteria](#). These conditions allow certain costs to be eligible as match when the costs would not be eligible to be paid with grant funds. For both programs, all match costs must be associated with an eligible activity. Matching costs must be allowable, reasonable, and allocable as required by 2 CFR 200, Subpart E. Unless otherwise specified in the Standards, both grant and matching contributions are considered part of the project and subject to

the same requirements. At the end of the performance period, the matching contributions must be at least equal to the amount committed to by the Recipient in the Grant Agreement. Any grant or match activity that is not supported by adequate and verifiable documentation may be disallowed by the FWS Program Office.

- I. Match providers may acquire real property, supplies, or services, or provide the salaried services of its own personnel for a proposed project back to the beginning of the calendar year two years before the year in which FWS receives the Proposal.
 - II. All Recipients and their partners may contribute matching cash or, for NAWCA, in-kind contributions. Unless clearly identified as "non-Federal" in Federal statute or other Federal legal authority, funding that originates from a Federal source is considered non-match, even if it has been awarded to, or passed-through, another entity.
 - III. An accomplishment (acquisition or restoration/enhancement acres) completed prior to the submission of a Proposal that is predicated or part of another Federal grant or cooperative agreement is ineligible, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs. See Pooling Funds under Financial Administration (11).
 - IV. For NMBCA project activities in the United States the matching contribution must be cash only. Cash means the Recipient cash outlay, including the outlay of money contributed to the Recipient by third parties. Matching contribution providers may acquire (purchase) real property, supplies, or services, or provide the salaried services of its own personnel for a proposed project back to the beginning of the calendar year two years before the year in which FWS receives the Proposal as long as it complies with the Cost Principles in 2 CFR Part 200, Subpart E. Matching cash must be contributed to or by a Recipient to accomplish the purposes of the project. If money has been used to incur costs for project purposes before the FWS receives the Proposal it is eligible up to the beginning of the calendar year two years before the year in which FWS receives the proposal. In-kind contributions such as volunteer labor, donated goods or services or other items that are not paid for with cash, are not eligible as matching contributions in the US for the purposes of the NMBCA program.
- b) **Accounting and Records:** The Recipient must have access to thorough records of all project grant and match expenditures included in the final report, including supporting documentation for those expenditures. Accounting records for in-kind match must show how the match value was derived (i.e., hours of volunteer time contributed at what rate, hours of personnel time donated at what rate, etc.). If requested by FWS, the Recipient must make these records available for review. See 2 CFR 200.430(i)(1)(i) and 2 CFR 200.430 (i)(4) for further guidance.

5: Indirect Costs

Indirect costs are allowable costs for both grant and matching funds (for NMBCA projects in the US, indirect costs incurred by the Recipient during the project period can be cash match). These costs must be calculated using an acceptable method including negotiated indirect cost rate, the 10% de minimus rate, directly charging administrative costs, or direct allocation method (2 CFR 200.414).

6: Program Income

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned because of the Federal award during the period of performance (2 CFR 200.307).

Either net or gross income should be calculated and reported. If the Recipient chooses, and if authorized by FWS, 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 (2 CFR 200.307(b)). 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.

Program income may be used in three ways: deduction, addition, and cost sharing or matching (2 CFR 200.307(e)). The recipient must look at their NGA to determine if they are to use the deduction or addition method. Unless otherwise specified, the Recipient must use the addition method (adding the program income to the funds committed to the Grant Agreement). The Recipient may not use program income to satisfy their cost sharing or matching commitments.

Income generated by the Recipient outside of the period of performance shall be retained by the Recipient. FWS encourages Recipients to use generated funds to support wetland conservation purposes consistent with the NAWCA program or to support neotropical migratory bird conservation consistent with the NMBCA program.

7: Disbursement

Reimbursements are the preferred disbursement method. 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. The only exceptions are when the funds involved will be disbursed by the Recipient within seven calendar days or are less than \$10,000 and will be disbursed within 30 calendar days.

If a Recipient draws down funds but is unable to disburse them as required, the Recipient must return those funds to FWS as soon as possible.

8: Interest (refer to 2 CFR 200.305)

9: Returning Funds

If funds are to be returned to FWS, contact your FWS Program Office for instructions. Unless otherwise established in a Treasury-State agreement, contract, repayment agreement, or by statute, FWS will charge a penalty, pursuant to 31 USC 3717(e)(2), 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 emailed, mailed or hand delivered.

10: Record Retention

Financial records, supporting documents, and all other entity records pertinent to the grant must be

retained for a period of three years from the date of submission of the final financial report, and must adhere to the requirements of 2 CFR 200.334. Records for real property and equipment must be retained for three years after final disposition. The Federal awarding agency, Inspector General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, to make audits, examination excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

11: Pooling Funds

Grant and match dollars may be combined, or “pooled,” with other non-match funds, provided that the actual uses of the funds are otherwise eligible. Grant or match funds in a pooled project must demonstrate a discrete project with a defined specific (identifiable) conservation result. Applicants are encouraged to direct all pooling questions to the FWS Program Office.

- a) Accomplishments (acquisition, restoration, enhancement, etc.) and associated funds under an existing or completed agreement with another Federal financial assistance program (e.g., Partners for Fish and Wildlife, NRCS programs, Land and Water Conservation Fund, etc.) are not eligible to be part of a NAWCA or NMBCA grant.
- b) Prior to submission of the Proposal, it is the Applicant’s responsibility to notify all participating Federal Program partners of the intent to pool funds. The FWS Program Office may also contact Federal program partners identified within a Proposal to clarify NAWCA or NMBCA pooling terms and conditions.
- c) The intent to pool funds must be described in the Proposal. The Proposal shall describe the inclusion of additional Federal Program(s) providing funds and the total percent of NAWCA or NMBCA interest.
- d) It is important to note that NAWCA/NMBCA interest is not the same thing as attributable share, which is the amount of funding potentially to be repaid to the FWS Program Office because of a disposal.

12: Payment Requests

For non-Federal entities, to receive Federal funds, the Recipient must:

- a) Register with the System for Award Management at <https://www.sam.gov>. Recipients must maintain their registration annually; and
- b) Be able to request advance payment and/or reimbursement and receive Federal funds through the Automated Standard Application for Payments (ASAP) system, an electronic funds transfer process administered by US Department of the Treasury.

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

Section E: Equipment and Supplies

1: Purchasing and Management

A Recipient may purchase and manage equipment or supplies acquired under a Grant Agreement in accordance with the applicable cost principles. Title to all equipment acquired for the project will vest in the Recipient subject to the following conditions:

- a) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project; and
- b) Will not further encumber the property without FWS Program Office approval.

The Recipient may use the equipment in the program or project for which it was acquired whether the project continues to be supported by Federal funds. The equipment must also be made available for use on other projects or programs currently or previously supported by the Federal government if such other use will not interfere with the work on the project for which the equipment was originally acquired. See 2 CFR 200.313 regarding equipment management.

2: Inventory

A state may inventory equipment acquired under a grant according to its own laws and procedures. Every other Recipient must take a physical inventory of equipment acquired with grant or match funds or received as matching in-kind contribution immediately prior to submitting the final report and at least once every two years thereafter.

3: Disposal

The rules for replacing or disposing of equipment or supplies obtained with grant funds vary according to Recipient status. A state may replace and dispose of equipment or supplies acquired under a Grant Agreement as required by its own laws and procedures. For all others, when equipment or supplies acquired with grant funds is no longer needed for the original project or for other activities currently or previously supported by a Federal agency, equipment and supplies disposition will be as follows:

- a) Equipment or residual inventory of unused supplies with a current market value of less than \$5,000 may be retained, sold, or otherwise disposed of with no further obligation to the FWS.
- b) Equipment or residual inventory of unused supplies with a current market value more than \$5,000 may be retained or sold. If sold, FWS is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the FWS percentage of participation in the cost of the original purchase. Furthermore, if the equipment or residual inventory of unused supplies is sold, FWS may permit the Recipient to deduct and retain from the FWS share, \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- c) In cases where a Recipient fails to take appropriate disposition actions, FWS may direct the Recipient regarding required actions. In such cases, FWS reserves the right to transfer title to the Federal Government or a third party of its choosing, when such a third party is otherwise eligible under existing statutes.

Section F: Real Property Acquisition

1: Prior Approvals

On August 30, 2019, The Department of Interior (DOI) implemented the Financial Assistance Interior Regulation (FAIR) to meet the Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Grant funds may not be disbursed to acquire real property interests until the FWS Program Office has reviewed and approved the appraisals, appraisal reviews, SF 429 B, and drafts of other supporting documentation (e.g., draft of a Notice of Grant Requirements, deed, conservation easement, or other documents that would be recorded upon closing).

2: Incurring Costs of Acquiring Real Property

Federal grant or matching funds may be used to pay for the following costs of acquiring real property:

- a) The market value of the interest in real property;
- b) Real property valuation, Uniform Appraisal Standards for Federal Land acquisition (UASFLA) appraisals, UASFLA appraisal reviews, and relocation expenses (if qualified and required under 49 CFR, part 24);
- c) Title insurance (types and extent of coverage must be in accordance with sound business practice and the rates and premiums must be reasonable under the circumstances);
- d) Costs of compliance with the National Environmental Policy Act, the Endangered Species Act, and the National Historic Preservation Act;
- e) Recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property, and similar expenses incidental to conveying the real property to the Recipient (the Recipient may not use grant or match funds to pay costs solely required to perfect the owner's title on the real property);
- f) Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered in good faith encumbering the real property; and
- g) The pro-rata portion of any prepaid real property taxes which are allowable to the period after the grant Recipient obtains title to the property or effective possession of it, whichever is earlier (taxes for which exemptions are available are unallowable).

Costs are incurred at the time of transfer of title. The Recipient's contractual obligation to purchase real property does not constitute a cost incurred by the Federal government. A contractual obligation to purchase real property (purchase agreement, etc.) may be made at any time and, if the title is transferred after the Proposal is received by FWS, the costs associated with the purchase can be reimbursed with grant funds. However, if the title is transferred before FWS received the Proposal, costs associated with the purchase may only be used as match and cannot be reimbursed with grant funds. Any obligation to purchase property before Federal grant funds are obligated is made at the Recipient's risk. Regardless of when an obligation is signed, all purchases of real property must comply with all Federal regulations, including but not limited to requirements specified in section (F).

3: Conservation Easements

The FWS Program Office must approve in writing the language of a conservation easement before grant funds may be used for its purchase or associated match funds may be applied to the project. Executed or

negotiated draft easements that were reviewed by the FWS Program Office and accepted during the Proposal review process are considered approved and do not require additional approval unless modified. Template easements submitted with Proposals are not considered approved. Recipients must obtain additional approval from the FWS Program Office for any changes to previously approved language in an easement. Easements without approval from the FWS Program Office may be disallowed as grant or match activities.

4: Condemnation Proceedings

All real property interests acquired as part of a NAWCA or NMBCA project, whether funded by grant funds or as match, must be from willing sellers. Condemnation proceedings may be used only when necessary to assist in determining the legal owner.

5: Notice to Seller

Prior to making an offer for the property, the buyer must inform the seller that the buyer will be unable to acquire the property in the event negotiations fail to result in an amicable agreement (i.e., that the buyer does not have condemnation or eminent domain authority) and must inform the seller what the buyer believes to be the fair market value of the property.

If the buyer is an agency that has eminent domain authority, but the acquisition is voluntary, then two additional assurances must be included in the notice: (1) no specific site or property needs to be acquired, although the agency may limit its search for alternative sites to a general geographic area (where an agency wishes to purchase more than one site within a geographic area on this basis, all owners are to be treated similarly); and (2) the property to be acquired is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

If the Recipient fails to notify the seller as required above, the buyer must:

- a) Pay any relocation benefits for which the landowner is eligible (see F-9: Properties Subject to Leases);
- b) Pay any qualifying expenses incidental to transfer; and
- c) Comply with all other provisions of 49 CFR, part 24, that apply.

The requirements of 49 CFR, part 24, do not apply to matching real property acquired prior to the receipt of the Proposal by FWS.

6: Appraisals

All appraisals must conform to Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) and be completed by a state-certified appraiser, certified in the same state in which the property resides. The appraisal must provide valuation of the specific interests to be included in the project. Should an appraisal include land or acreage not to be included in the project, the recipient may not calculate a subset of acres within the appraisal using the cost per acre valuation. Instead, any portion of the property to be excluded from the project, such as a building envelope, should be identified and appraised separately, allowing for the acres to be readily excluded from the overall valuation of the property. Additionally, real property acquisitions occurring after Proposal submission must designate

FWS as an Intended User of the appraisal at the time of assignment.

Whatever method is used to determine value, the valuation must be certified by the Recipient. The FWS Program Office may require the Recipient to submit additional documentation if it finds any informal determination of market value to be insufficient or does not concur with the analysis and conclusions.

Appraisals are required unless one of the following exceptions apply:

- a) The market value is estimated to be less than \$10,000, and appropriate documentation is provided showing that this valuation is reasonable and uncomplicated.
- b) The landowner is donating the property and releases FWS from its obligation to appraise the property. A written statement from the landowner is required and it must include their acknowledgement that the donated property is to be part of a Federal project. In these instances, no financial match can be contributed to the project.

Regardless of the method of real property valuation, the effective date of the valuation must be within 12 months of the buyer's contractual obligation to purchase the property or of the title transfer, whichever establishes the purchase price. FWS may require the Recipient to secure an updated valuation if a material change occurs in the local real estate market, the character or condition of the property, or its surroundings between the effective date of the valuation and the date of the transfer of title to the Recipient.

7: Appraisal Reviews

Recipients must have each appraisal reviewed by a state-certified review appraiser, certified in the same state in which the property resides. Appraisals for match (all types including, old match, in-kind, etc.) and grant funded tracts must be reviewed. FWS reserves the right to have any appraisal additionally reviewed for land acquired as part of a grant. All real property acquisitions occurring after the receipt of the Proposal must designate FWS as an Intended User of the appraisal review at the time of assignment.

8: Market Value

The Recipient must pay at least market value for any real property interest unless the Recipient provides documentation of a bargain sale with a signed statement from the seller that donates or willingly forgoes any difference between the market value and the selling price.

To claim the difference between sale price and market value as match, the seller must explicitly donate the value to the project or partner (willing seller notice alone is insufficient). If the Recipient pays more than the market value, the excess amount may not be paid with grants funds or used as match.

9: Properties Subject to Leases

The Recipient may purchase real property subject to leases or occupied by tenants. Other than matching real property acquired prior to the receipt of the Proposal by the FWS, however, such purchases are subject to relocation assistance requirements as described in 49 CFR, Part 24. The relocation assistance requirements apply only to tenants that must move because of the acquisition unless the Recipient fails

to meet the requirements in F-5: Notice to Seller.

Other: Under any circumstances not covered under these Standards regarding leases or third-party rights, the FWS Program Office must provide written approval prior to an acquisition. Acquiring real property with leases or third-party interests may be unallowable, and the costs associated with the acquisition may also be disallowed.

10: Relocation requirements

49 CFR, Part 24, applies to any transfers of title that are completed after the Proposal is received by FWS, regardless of when the price associated with the transfer is established. Acquisition costs of matching contributions incurred before FWS receives the Proposal are not subject to the relocation assistance and real property acquisition requirements of 49 CFR, Part 24. However, costs for such matching property must still be allowable, reasonable, and allocable as required by 2 CFR 200, Subpart E.

11: Mineral Rights

FWS can approve the acquisition of a fee title, lease, or conservation easement on properties where a third party will hold the mineral rights if:

- a) The likelihood of mineral extraction is extremely low; or
- b) The risk of mineral extraction interfering with the purpose of the acquisition is negligible.

If FWS is unsure of the likelihood of mineral extraction or of the potential for extraction interfering with the purpose of the acquisition, FWS may require the Recipient or applicant to submit a supplemental Mineral Assessment Report as a condition of the award. The FWS Program Office must approve in writing a request to use grant funds to obtain a Mineral Assessment Report. An appraisal may include mineral interest using UASFLA if mining or other forms of extraction are not taking place on or near the property. Appraisers operating under UASFLA must obtain the services of specialized consultants if they cannot complete the assignment competently.

12: Water Rights

The acquisition of water rights, either alone or in connection with the acquisition of land, may only be approved if there is a direct benefit to wetlands. Official documentation of the water rights from the state agency that controls water appropriation, as well as an Application for Water Rights, Application to Appropriate Water, or an equivalent document will be required within the first annual performance report.

13: Living Wills

A property associated with a living will may only be used as match if:

- a) The living will be recorded within two years of submitting a Proposal; and
- b) Any residence(s) associated with the property is defined as a building envelope and excluded from the project.

14: Value of Timber

An appraisal may include timber value using UASFLA. Appraisers operating under UASFLA must obtain the services of specialized consultants if they cannot competently complete the assignment. A timber appraisal in addition to or separate from the real estate appraisal cannot be used.

The value of timber may only be accounted for if there is no intent to commercially harvest the timber. This does not include any timber harvested resulting from the management of the property according to a written management plan reviewed and approved by the FWS Program Office. Any timber harvested during the period of performance may qualify as program income (D-6: Program Income).

15: Recording Documents

- a) **Required Documents:** The Recipient (Federal and Non-Federal) must submit the following documents for each interest in real property purchased with grant or match funds (including Match Contribution Plans), or provided as a matching in-kind (donation)contribution:
- I. Appropriate evidence of valuation of real property. If an appraisal is used, send the appraiser’s signed certification and the appraisal summary, and the signed summary and certification pages of the appraisal review, to your FWS Program Office for review and approval prior to withdrawing grant funds for the acquisition. Appraisals and appraisal reviews for acquisitions taking place prior to submission of a Proposal must be sent with the annual or final report depending on when the valuations were completed;
 - II. SF-429-B Real Property Status Report, Attachment B (Request to Acquire, Improve or Furnish) and SF-429 Cover Page. These documents must be sent to and approved by your FWS Program Office prior to acquiring a property with grant funds;
 - III. Documentation that the seller has been informed that the buyer will be unable to acquire the property in the event negotiations fail to result in an amicable agreement (i.e., that the buyer does not have condemnation or eminent domain authority), and informs the seller of what the buyer believes to be the market value of the property;
 - IV. Documentation of a bargain sale through a signed statement from a seller that donates or willingly forgoes any difference between the market value and the selling price, if the sale price is below market value;
 - V. A copy of the closing statement (also called the settlement or adjustment sheet) or other evidence of funds transferred.
 - VI. A copy of any deed, easement, or assignment of lease that transfers ownership to the Recipient or match provider, as well as any subsequent owner as provided in the Grant Agreement (copies must demonstrate that the documents were recorded);
 - VII. Either (1) a statement certifying that the real property acquired had no tenants, or (2) a copy of a notice of relocation eligibility as required in 49 CFR 24.203 and a statement certifying that the Recipient provided tenants with relocation assistance advice and relocation assistance as required in 49 CFR, part 24, with an itemized breakdown of any relocation payment made to the tenants;
 - VIII. Copies of recorded Notices of Grant Requirements (NOGR) for all interests in real property acquired for the project including those interests received as matching in-kind contributions

and Matching Contribution Plans. NOGR's are not required for acquisitions that will be held by a Federal Land Management agency such as U.S. Fish and Wildlife Service, Forest Service, and others. If the required language of a NOGR is included in the deed, easement, lease, or other recorded conveyance document for a specific interest in real property, such language may substitute for a NOGR; and

- IX. Real Property Status Report SF-429-A and with Cover page must be completed for all grant and match acquisitions (fee and easements) and submitted with only the final report. Only one SF-429-A is needed per project. If recipients have multiple acquisitions, it is acceptable to add the tracts on a table and submit it with the final report. At a minimum, the table should include period and type of Federal interest, tract name, location, and number of acres.

Items (2), (3), and (7) do not apply to matching real property acquired prior to the receipt of the Proposal by the FWS.

Regardless of whether it is required by the applicable state, the Recipient must ensure that all deeds and easements (with a term 10 years or longer) and assignments of leases (with a term 10 years or longer) are recorded with reference to a deed or other real-property-conveyance-instrument in the county, parish, borough, or other local office that maintains the records affecting title to real property in the jurisdiction (referred to as recorder's office, registrar of deeds office, commissioner of deeds office, bureau of conveyances, or similar title).

- b) **Notice of Grant Requirements (NOGR):** The Recipient must ensure that NOGRs are recorded for all interests in real property acquired in perpetuity or for terms longer than 10 years unless equivalent provisions were entered in the deed, easement, or assignment of lease. The NOGR must include all of the following elements:
- I. Identification of the legal interest being encumbered; Identify the name and address of the Recipient, subrecipient, or other authorized title holder obtaining the interest in real property;
 - II. Reference the NAWCA or NMBCA project title, Grant Agreement number and the address(es) where the agreement is kept on file;
 - III. State the purpose of the project as described in the Proposal or Agreement document;
 - IV. State that the Recipient, subrecipient, or other authorized title holder obtaining the interest in real property confirms its obligation to manage the interest in real property pursuant to the Grant Agreement, the incorporated project Proposal, and the purpose of the project;
 - V. State that the Recipient, subrecipient, or other authorized title holder obtaining the interest in real property hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation to ensure the long-term conservation of the Property and to obtain the consent of the U.S. Fish and Wildlife Service, Division of Bird Habitat Conservation, prior to the sale, conveyance, or encumbrance of any interest therein. If any interest is converted, sold, conveyed, or otherwise encumbered, an attributable share may be owed to the FWS Program Office; and
 - VI. State that the terms of this Notice shall run with the property interest and be binding upon any designees and successors.

The NOGR must be recorded no more than 12 months after the interest in real property becomes an

approved part of a NAWCA or NMBCA project. For acquisitions occurring before the project period, the NOGR shall be recorded within the first year of the project period. For acquisitions occurring during the project period, the NOGR shall be recorded within 12 months of the transfer of interest.

If the real property interest is in a country or state where encumbrances (e.g., easement) on real property automatically expire after a certain period, the NOGR must include a provision requiring re-recording of the encumbrance and/or the NOGR before the project property interests expire. A sample NOGR is included in Appendix B.

The NOGR must not include any language that is contradictory to the aforementioned elements. The elements are non-negotiable terms and apply to both grant and match funded tracts. Furthermore, a NOGR cannot be subservient to any other state, Federal or privately negotiated terms, conditions, restrictions, or requirements. It is important this requirement is conveyed to your Partners and landowners. Any revised NOGR that fails to meet this standard is unallowable. In the event a NOGR that fails to satisfy this requirement is sent for review to the FWS Program Office and erroneously approved, upon discovery the NOGR must be revised and re-recorded, at the Recipient's expense, to comply with this requirement.

16: Leases

Leases must meet all real property requirements under 49 CFR.102, 2 CFR 200 and 2 CFR Part 1402, and the US Grant Standards. For NAWCA purposes only, a lease cannot be classified as incentive payments (which are ineligible to be used as grant or match expenses).

Section G: Modifications

1: Approvals

The Recipient must obtain the prior written approval of the FWS Project Office in any of the following situations:

- a) Changes in the purpose and scope of the project;
- b) Changes in key personnel;
- c) Any extension of the period of performance. Extension requests require written notification to the FWS Project Office at least 10 days before the expiration date specified in the Grant Agreement with the supporting reasons and a revised expiration date no more than 12 months in the future;
- d) Additions to, deletions from, or substitutions for the specific sites targeted for acquisition, habitat restoration, habitat enhancement, or habitat establishment, including initial identification of the specific sites which will be acquired, restored, enhanced, or established where such parcels or interests were not identified in the Proposal (e.g., TBD tracts). Such additions or substitutions require documentation listed under H-1 of this document;
- e) Changes to the boundaries of the area within which sites will be selected for acquisition, restoration, enhancement, or establishment (project area);
- f) Changes in the restoration, enhancement, or wetland establishment techniques or specifications (e.g., the species or the number of seedlings to be planted);

- g) Changes in the proposed titleholder of any interest in real property purchased, donated (NAWCA only), or otherwise acquired for the project;
- h) Any decrease in the number of acres acquired, restored, enhanced or established as described in the Grant Agreement;
- i) Any decrease in the number of years of benefit to acres acquired, restored, enhanced or established as described in the Grant Agreement;
- j) Any decrease in the total amount of financial matching contributions committed to the project;
- k) The inclusion of costs that require prior approval in accordance with the applicable Federal Cost Principles (Subpart E, 2 CFR 200);
- l) 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; or
- m) Addition of match partners to the project.

2: Extensions

Any Recipient may request an extension of the expiration date of the award of up to 12 months unless one of the following conditions apply:

- a) There is a change in key personnel;
- b) The terms and conditions of the Grant Agreement prohibit the extension;
- c) The extension requires additional Federal funds;
- d) The extension involves any change in the purpose or scope of the project; or
- e) The Recipient is not in compliance with the Grant Agreement.

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 an additional extension of up to 12 months to complete a project only if 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 Federal government. A grant may not be extended beyond five years unless there are extenuating circumstances beyond the Recipient's control, which will be reviewed and approved by the FWS Program Office on a case-by-case basis.

To obtain a project extension, the Recipient must submit the request through GrantSolutions with the supporting reasons and revised expiration date at least 10 days before the expiration date specified in the Grant Agreement.

3: Documentation

For US Standard and Small grants, modification requests must include an explanation for the need to request a modification, updated TAQ 4 and 5, updated tract table, updated work plan with budget, acquisition documentation for review as applicable, and updated maps if changes to tracts or project area.

Section H: Reports and Other Documentation

1: Pre-Award Documentation

Once a Proposal has been submitted, the following are required before the Grant Agreement can be executed or before a written approval to incur a pre-award cost can be granted:

- a) Documentation of compliance with 36 CFR, Part 800, which implements the National Historic Preservation Act (NHPA), for all project activities. (See Section D-4: Matching Funds regarding documentation for certain matching in kind contributions, or “old match” allowable only in NAWCA projects);
- b) FWS documentation demonstrating compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act for all project activities;
- c) For NAWCA projects, acquisitions must become part of the National Wildlife Refuge System or have approval of the Secretary of the Interior (or his or her designee) of the real property interests that will not be included in the National Wildlife Refuge System. The Recipient must obtain an additional such approval if a tract not included in the Proposal is targeted for acquisition; and
- d) No advance documentation for Section 106 of the National Historic Preservation Act, Section 7 of the Endangered Species Act or the National Environmental Policy Act (NEPA) is required for matching contributions acquired or performed before the submission of a Proposal.

However, if the Recipient or match provider has disturbed or allowed the disturbance of a site prior to the completion of environmental clearances, the FWS may disallow the use of that property in a project or require the Recipient to take steps as appropriate to ameliorate the disturbance.

2: Annual Reports

Annual performance and financial reports must be submitted to the FWS Project Office 90 calendar days after the interim report end date through GrantSolutions. Federal recipients must send reports directly to the FWS Project Office.

Annual financial status must be reported on Standard Form (SF-425), which must be completed in GrantSolutions. The first annual financial report must include all project-related financial activity from the date the Proposal was received by FWS to the end of the annual performance period (see table) and should include any approved and eligible old-match and in-kind match (NAWCA only) and approved pre-award costs.

Annual performance reports must include the following information:

- a) a written description and comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work. 2) a description of reasons why established goals were not met, if appropriate; 3) any other pertinent information relevant to the project results. This information must include a narrative of work accomplished during the reporting period. Include the Service award number on all reports. If the FWS Program Office issued an award directly to a Federal entity for the project, a separate agreement will be generated and the Federal entity will be solely responsible for reporting their share of the proposed accomplishments;
- b) A budget table comparing proposed and cumulative actual grant and match expenditures by partner; and

- c) And specifically for NAWCA projects a comparison of the acres achieved compared with the acres described by category in the responses to Technical Questions 4 and 5 of the Proposal, and an explanation of any differences.
- d) Any other reporting requirements documented in the Notice of Grant Agreement.

3: Quarterly Financial Reporting

If the Recipient is an elevated risk, quarterly financial and or performance reports may be required during the entire project period. Quarterly financial reports may be required if the option to request advances is requested, even if the option is not exercised. In addition, if quarterly reports are required, a quarterly financial report must be submitted each quarter regardless of whether any grant funds were expended during that quarter. Quarterly financial reports must be submitted no later than 90 calendar days after the last day of each reporting quarter period. Federal cash transactions must be reported quarterly on the SF-425 (sections 1-9, 10 a-c, and 13) and e-mailed to the FWS Program Office. If any grant funds have been drawn down but not expended, an explanation of how long the funds have been retained and why must be entered in Section 12.

4: Final Reports

A final financial report on SF-425 must be completed in full, as applicable, and submitted within 120 days of the end of the performance period through GrantSolutions.

The final performance report must be received by the FWS Project Office, through GrantSolutions, within 120 days of the end of the funding period. Final performance reports must include all information required within an annual performance report through the entire project period (including old match in NAWCA projects).

In addition, for US NAWCA grants only, the report must include the tract table as presented in the Proposal (or as amended) with proposed and actual acreage accomplishments, and an explanation of any substitutions or differences. The tract table must include latitude and longitude (lat/long) information for properties involved in the project. The coordinates should be taken at the centroid of the property using NAD 83 datum and reported in decimal degree format.

The Recipient must submit the following with the final performance and financial report:

- a) Complete shapefiles in geospatial vector data format for geographic information systems software (GIS) that describe all interests in real property that the Recipient or match provider purchased, restored, enhanced, or established with grant or matching funds or accepted as in-kind matching contributions as part of the project. Recipients should use WGS 1984 projection data if possible;
- b) Real property acquisition documentation not already provided with the Proposal or annual reports;
- c) SF 429-A (with Cover page) for all grant and match acquisitions (fee, easements, and leases). The 429-A should have all applicable fields completed. Projects with multiple acquisitions can be reported using one 429-A by attaching a table with all the following information on each tract: period and type of Federal interest, tract name, location, and number of acres.
- d) An inventory of all equipment acquired by the Recipient with Federal funds; and
- e) An inventory of unused supplies if the total aggregate value upon completion of the project exceeds

\$5,000.

Failure to submit timely reports constitutes noncompliance with the Grant Agreement and can result, after notification by FWS, in consequences described in Section J-2, 4, or 5.

5: Property Documentation Submission

Real property documentation must be submitted by the Final Report due date for any transactions completed during the reporting period. Note that draft conservation easements, appraisals, appraisal reviews, and the SF-429-B (for acquisitions purchased with grant funds) must be submitted to and approved by a FWS Project Office prior to purchase of a property. Associated real property documents must be submitted as a separate pdf or scanned file from the Annual or Final report. For projects with more than one acquisition tract, all real property documents must be submitted as separate PDF(s) or scanned files by tract. Real property documents should be submitted directly to the FWS Project Office by email or other method approved by DBHC.

6: Federal Funding and Accountability Transparency Act (FFATA)

The FFATA Subaward Reporting System (FSRS.gov) is the system that allows grant award and contract award recipients to electronically report their subaward activity. Recipients must report using their UEI number, and the UEI number(s) of the subrecipient(s), the names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$30,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 USC 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA 2(b) (1). In addition, Recipients must report the following information related to each subaward if the Federal award amount is equal to or over \$30,000 at any time during the project period:

- a) Name of the entity receiving the award;
- b) Amount of the award;
- c) Information on the award including transaction type, funding agency, Catalog of Federal Domestic Assistance number, program source, and award title descriptive of the purpose of each funding action;
- d) Location of the entity receiving the award and primary location of performance under the award, including city, state, congressional district, and country; and
- e) Unique identifier of the entity receiving the award and the parent entity of the Recipient, should the entity be owned by another entity.

Recipients must report executive compensation and subaward information by the end of the month after the subaward was made. For example, if a subaward was made on December 18, the information must be entered by January 31. For more information about FFATA reporting please see <https://www.fsrs.gov>.

7: Extending Report Deadlines

Annual and final report deadlines may be extended for up to 30 days if a written request is made by the Recipient before the deadline and approved in writing by the FWS Project. Extension of the deadline for a final report does not automatically extend the liquidation period at the end of the funding period.

To obtain an extension, the Recipient must notify the FWS Project Office in writing with the supporting reasons and revised expiration date at least 10 days before the expiration date specified in the Grant Agreement.

8: Record Retention
See [Section D-10: Record Retention](#).

Section I: Property Management

1: Continuing Obligations

- a) **Management:** A Recipient or other authorized titleholder of real property acquired through a Grant Agreement must manage any interests in real property consistent with the project’s purpose for the time specified in the Grant Agreement. 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 (ineligible for NMBCA). The Recipient or authorized titleholder must manage restored, enhanced, or established habitat consistent with the purpose authorized by the Grant Agreement. The Recipient or authorized titleholder is prohibited from managing the habitat in a manner that interferes with the authorized project purpose unless written permission to do so is obtained from the FWS Project Office. During the management period, a Recipient must ensure the real property is available for site inspection by FWS, or its designee, and the real property is managed consistently with the authorized purposes of the project.
- b) **Monitoring and Reporting:** This requirement applies to all acquisitions in which the Federal government retains an interest, including acquisitions funded completely with matching funds. For real property with a federal interest lasting less than 15 years, the Recipient must submit a real property status report (SF-429-A and Cover Page) on the 15th of January every year for the life of the federal interest. For real property with a Federal interest extending 15 years or longer, the Recipient must submit a real property status report (SF-429 –A and Cover page) according to the schedule below.
 - I. Real Property Reporting Schedule:

Grant Closure Date	SF429 Due Dates (Acquisitions less than 15 years)	SF429 Due Dates (Acquisitions greater than 15 years)
2014 – January 14, 2020	December 1, 2020, January 15, 2021, then every year thereafter for the life of the property.	December 1, 2020, January 15, 2025, then every five years thereafter for the life of the property.
January 15, 2020 – January 14, 2025	January 15 th of every year for the life of the property.	January 15, 2025, then every five years thereafter for the life of the property.
January 15, 2025 – January 14, 2030	January 15 th of every year for the life of the property.	January 15, 2030, then every five years thereafter for the life of the property.

- II. Organizations with multiple acquisitions can report using one SF-429-A. If reporting multiple

grants, at a minimum, attach a table with the following information: Federal grant number, period and type of Federal interest, tract name, location, and number of acres.

- III. It is the responsibility of the Grant Recipient to ensure that all acquisitions are reported. Reports are to be emailed to dbhc@fws.gov.
- IV. Financial records, supporting documents, and all other non-Federal entity records pertinent to the of real property and equipment must be retained for 3 years after final disposition.

2: Disposals

Except as specified in the Grant Agreement, the Recipient or other authorized titleholder/easement holder of interests in real property acquired with Federal grant or matching funds or as a matching in-kind contribution (ineligible for NMBCA) may not encumber, sell, or otherwise transfer the interest in real property, or any part of the same, without the approval by the FWS Program Office. Should the sale of the property be approved, an attributable share may be owed to the FWS Program Office. 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 the FWS Program Office’s permission will end with the expiration of the term of the easement or lease.

An SF-429-C Real Property Status Report Attachment C (Disposition or Encumbrance Request) and SF- 429 Cover Page must be submitted to the FWS Project Office should the title holder of a NAWCA or NMBCA interest wish to sell, encumber, or otherwise dispose of a property.

3: Compatible Uses

Compatible uses for real property acquired with Federal grant or matching funds or as a matching in-kind contribution (ineligible for NMBCA) must be reviewed and approved in writing by the FWS Project Office before implementing those uses. The following must be considered before submitting a request for compatible use:

- a) The accomplishments for the project are not being used to satisfy Federal mitigation requirements;
- b) The compatible use activities are in no way interfering or taking away from the project purpose and, if anything, are complementary to the project; and
- c) Any liens, easements, or other encumbrances because of the compatible use are not contradictory to the project purpose.

Section J: Noncompliance

1: Evaluation

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.

Before determining consequences of noncompliance, the FWS Project Office will evaluate and consider the following:

- a) Whether the noncompliance is deemed to be intentional or repeated;
- b) The impact on natural resources;

- c) The impact on the project and associated Federally-assisted projects;
- d) The impact on project partners;
- e) The impact on the buyers and 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 Federal government; and
- h) Whether there are mitigation factors.

2: Consequences

After completing the evaluation, the FWS Project Office may apply one or more of the following remedies because of noncompliance with the Grant Agreement:

- a) Impose special administrative conditions during the funding period;
- b) Temporarily withhold cash payments pending correction of the noncompliance;
- c) Disallow (that is, deny both use of grant funds and any applicable matching credit for) all or part of the cost of the project that is not in compliance;
- d) Wholly or partly suspend or terminate the current Grant Agreement;
- e) Reduce the federal share of costs after the final reports are received;
- f) Withhold future Grant Agreements for the project or Recipient;
- g) Report the Recipient to North American Wetlands Conservation Council (NAWCA or the Director of the FWS (NMBCA);
- h) Report the grant outcome to the Federal Awardee Performance and Integrity Information System (FAAPIS); or
- i) Initiate procedures for suspension or debarment of a Recipient from Federal financial and non-financial assistance and benefits.
- j) Take other remedies that are legally available;

Additionally, non-compliance may result in being place on a list of recipients who are unable to comply with the terms and conditions of the Grant Agreement, resulting in the implementation of Special Conditions or even disallowance of future awards.

3: Grounds for Special Conditions

Special conditions may be imposed during the period of performance if the FWS Program Office encounters any of the following concerns with a Recipient:

- a) Demonstrated unsatisfactory performance;
- b) Is not financially stable;
- c) Has a management system that does not meet the standards prescribed in 2 CFR 200.302;
- 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.

4: Special Conditions

If appropriate grounds exist to impose special conditions during the funding period, the FWS Program

Office may apply any of the following conditions:

- a) Allow only reimbursement of funds (advances will not be considered);
- b) Withhold authority to proceed to the next phase of the project until Recipient provides evidence of acceptable performance within a given funding period;
- c) Require additional or more detailed financial and performance reporting;
- d) Require additional project monitoring;
- e) Require the Recipient to obtain technical or management assistance; and/or
- f) Require that prior approval be obtained from the FWS Program Office before implementing one or more aspects of the project or Grant Agreement.

5: Debarment and Suspension

Debarment or suspension may be imposed, through appropriate regulatory methods, because of any of the following circumstances:

- a) Indictment for or conviction of, civil judgement, or other official findings for:
 - I. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;
 - II. Violation of Federal or state antitrust statutes, including those prescribing price fixing between competitors, allocation of customers between competitors, and bid rigging;
 - III. Commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, receiving stolen property, making false claims, or obstruction of justice; or
 - IV. 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:
 - V. A willful failure to perform in accordance with the terms of one or more public agreements or transactions;
 - VI. A history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions;
 - VII. A willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction.
- c) Any of the following causes:
 - VIII. A non-procurement 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, before August 25, 1995;
 - IX. Knowingly doing business with a debarred, suspended, ineligible, or voluntarily excluded person, in connections with a covered transaction, except as permitted in 2 CFR 200.213.
 - X. Failure to pay a single substantial debt, or a number of outstanding debts (including disallowed costs and overpayments, but not including sums owed to 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;
 - XI. Violation of a material provision of a voluntary exclusion agreement entered under 43 CFR 12.315, 2 CFR 200.113, or any settlement of a debarment or suspension action; or

- XII. Violation of any requirements of the drug-free workplace requirements for grants, relating to providing a drug-free workplace, as set forth in 2CFR182 (formerly 43 CFR12.615).
- d) Any other cause of so serious or compelling a nature that it affects the present responsibility of a person.

Section K: Audits and Monitoring

1: Audit Requirements

Recipients must have a single or program-specific audit if they expend \$750,000 or more in a fiscal year in Federal awards. The audit must be conducted by an independent auditor for that fiscal year. The audit must be in accordance with 2 CFR 200, Subpart F, "Audit Requirements", and Form SF-SAC and the Single Audit reporting package must be submitted online using the Federal Audit Clearinghouse Internet Data Entry System.

2: Right to Access

The FWS, Inspector General, Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity, including subrecipient(s), which are pertinent to the Federal award, to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents. FWS must also have access to complete records substantiating compliance with any applicable Federal or program level financial, administrative, and property requirements. These records must be made available for review if requested by FWS.

The right of access to real property acquired or conserved by the project is not limited to the required retention period (D-10) but lasts as long as the records are retained.

3: Right to Monitor and Audit

The FWS Program Office and other FWS personnel may inspect and monitor real property, equipment, or supplies acquired with grant or match funds (including in-kind matching contributions) as part of the Grant Agreement, or habitat restored, enhanced, or established under the Grant Agreement. The purpose of such inspections will be to ensure that the real property, equipment, supplies, or habitat is being used or managed for the purpose, and consistent with the terms, of the Grant Agreement. The right 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 FWS has approved a request that such real property, equipment, or supplies will no longer be used for the purpose of the Grant Agreement; or
- c) When the management term as defined in the Grant Agreement expires, regarding leases, easements, restoration, enhancement, and wetland establishment actions.

Section L: GrantSolutions

GrantSolutions is a federally shared service for grant and management program to support Federal agencies throughout the entire grant lifecycle. All NAWCA applicants/grantees are required to be registered within and implement Grant Agreements through GrantSolutions.

1: Roles

Applicants must first properly set up a GrantSolutions account and obtain the correct user roles within the system. NAWCA and NMBCA require grant recipients to have the following roles:

- a) Principal Investigator/Program Director (PI/PD);
- b) Administrative Official (ADO/GAO)

2: Closings, Modifications, and Extensions

Modifications and closing of grants can only be performed if annual and/or final reports (PPR/FFR) have been uploaded in GrantSolutions. Modification requests (other than extensions), property documents and shapefiles must be sent directly to the FWS Program Office. Extension Requests can only be processed by requesting a Period of Performance Adjustment in GrantSolutions.

Appendix A: Real Property Acquisition Documents

Property interest is acquired BEFORE FWS receives the Proposal	
Interest acquired BEFORE the 2 years prior (starting Jan. 1) to Proposal submission	Interest acquired WITHIN the 2 years prior (starting Jan. 1) to Proposal submission
Real property interest value cannot be used as match	The real property interest is considered a matching, in-kind contribution. It may also be called "old match."
	Documents (copies) required: <ul style="list-style-type: none">• UASFLA Appraisal or other Valuation (if value <\$10,000)• Appraisal Review• Bargain Sale Letter (if applicable)• Closing Statement• Recorded Deed• NOGR• SF-429 Real Property Status Report, Attachment A and Cover Page (only with Final Report)

Property interest is acquired AFTER FWS receives the Proposal	
Notice sent to landowner BEFORE making an offer (F-4)	Notice sent to landowner AFTER making an offer (F-4)
Real property interest can be counted as match or reimbursed with grant funds	Real property interest can be counted as match or reimbursed with grant funds
Documents (copies) required: <ul style="list-style-type: none">• Notice to Landowner• UASFLA Appraisal or other Valuation (if value <\$10,000)• Appraisal Review• Bargain Sale Letter (if applicable)• Relocation Information/Assistance Notice (for tenants only)• Closing Statement• Recorded Deed• NOGR• SF-429 Real Property Status Report, Attachment A and Cover Page (only with Final Report)• SF-429 Real Property Status Report, Attachment B and Cover Page (for acquisitions using grant funds)	Documents (copies) required: <ul style="list-style-type: none">• Statement of Just Compensation• UASFLA Appraisal or other Valuation (if value <\$10,000)• Appraisal Review• Bargain Sale Letter (if applicable)• Relocation Information/Assistance Notice (for tenants only)• Closing Statement• Recorded Deed• NOGR• SF-429 Real Property Status Report, Attachment A and Cover Page (only with Final Report)• SF-429 Real Property Status Report, Attachment B and Cover Page (for acquisitions using grant funds)

Appendix B: Notice of Grant Requirements (NOGR) Template

Notice of Grant Requirements

[PARTNER] is the owner of a certain piece or parcel of land located in [TOWN, COUNTY, STATE] more particularly described in Exhibit A attached hereto and made part hereof (the “Property”).

[PARTNER] acquired the Property [with] [as match for] North American Wetlands Conservation Act funds pursuant to a Grant Agreement between the US Fish and Wildlife Service and [GRANT RECIPIENT] (“NAME OF PROJECT”), dated _____, Agreement Number: _____, a copy of which is kept at the Division of Bird Habitat Conservation (DBHC), US Fish and Wildlife Service, 1849 C Street, NW, Washington, DC 20240 and at the office of [GRANT RECIPIENT] at [address].

This property was conserved to [STATE PURPOSE OF PROJECT].

[PARTNER] hereby agrees to be bound by the terms of the Grant Agreement as they relate to the Property, including the obligation to ensure the long-term conservation of the Property and to obtain the consent of the US Fish and Wildlife Service DBHC prior to the sale, conveyance, or encumbrance of any interest therein. If any interest is converted, sold, conveyed, or otherwise encumbered, an attributable share may be owed to DBHC.

The terms of this Notice shall run with the property interest and be binding upon [PARTNER] and its designees and successors.

In witness whereof the [PARTNER] has set its hand and seal this ____ day of _____, 20__

By:
Its:

DULY AUTHORIZED

STATE OF () COUNTY OF ()

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by my duly sworn did state that _____ is the _____ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission expires:

EXHIBIT D - ADDITIONAL TERMS

1. TERMINATION:

This Agreement may be terminated by DU upon sixty (60) days' prior written notice to the Partner in the event of substantial failure by the Partner to perform in accordance with the terms of this Agreement through no fault of DU. It may also be terminated, in whole or in part, by the Partner, with cause upon thirty (30) business days' written notice to DU.

2. SUBCONTRACTING

The Partner reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. DU is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, DU shall promptly do so, subject to acceptance of the new subcontractor by the Partner.

3. AVAILABILITY OF FUNDS

The Partner's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

4. INSURANCE

DU shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as Partner's review or acceptance of insurance maintained by DU, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by DU under the Agreement. DU agrees to notify the Partner at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. Commercial General Liability:** DU shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to Partner upon request.

- B. Workers' Compensation Insurance & Employer's Liability:** DU shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.

- C. **Professional Liability:** DU shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, Partner reserves the right, but not the obligation, to review and request a copy of DU's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, DU warrants the Retroactive Date equals or precedes the effective date of this Agreement. . If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- D. **Waiver of Subrogation:** Except where prohibited by law, DU hereby waives any and all rights of Subrogation against the Partner, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then DU shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should DU enter into such an agreement on a pre-loss basis.
- E. **Certificates of Insurance:** On execution of this Agreement, renewal, within five (5) business days of a request by Partner, and upon expiration of any of the required coverage throughout the term of this Agreement, DU shall deliver to the Partner or Partner's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Department

Using the address on agreement of the parties.

- F. **Right to Revise or Reject:** Partner, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

5. INDEMNIFICATION

DU shall protect, defend, reimburse, indemnify and hold Partner, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of DU's negligent performance of the terms of this Agreement or due to the negligent acts or omissions of DU.

DU shall be liable for any actions, claims or damages arising out of DU's violation or noncompliance with the Grant in connection with this Agreement.

Partner acknowledges the waiver of sovereign immunity for liability in tort contained in F.S. 768.28 and acknowledges that such statute permits actions at law against the Partner to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of Partner while acting within the scope of the employee's office or employment under circumstances in which Partner, if a private person, would be liable under the general laws of this State.

This article shall survive termination or expiration of this Agreement.

6. LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Partner and/or DU.

7. ARREARS

DU shall not pledge the Partner's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. DU further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8. INDEPENDENT CONTRACTOR RELATIONSHIP

DU is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the Partner. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to DU's sole direction, supervision, and control. DU shall exercise control over the means and manner in which it and its employees perform the work, and in all respects DU's relationship and the relationship of its employees to the Partner shall be that of an independent contractor and not as employees or agents of the Partner. DU does not have the power or authority to bind the Partner in any promise, agreement or representation.

9. ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Partner contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of DU, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

10. NONDISCRIMINATION

The Partner is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, DU warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, DU represents and warrants that it will comply with the Partner's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, DU shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall DU retaliate against any person for reporting instances of such discrimination. DU shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Partner's relevant marketplace in Palm Beach Partner. DU understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in Partner contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. DU shall include this language in its subcontracts.

11. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

12. PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, DU certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

13. REGULATIONS; LICENSING REQUIREMENTS

DU shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. DU is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

14. SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, DU certifies that it, its affiliates, suppliers, subcontractors and DUs who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if DU is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the Partner.

B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, DU certifies that it, its affiliates, suppliers, subcontractors and DUs who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

If the Partner determines, using credible information available to the public, that a false certification has been submitted by DU, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

15. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if DU: (i) provides a service; and (ii) acts on behalf of the Partner as provided under section 119.011(2), Florida Statutes, as may be amended, DU shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. DU is specifically required to:

- A. Keep and maintain public records required by the Partner to perform services as provided under this Agreement.

- B. Upon request from the Partner's Custodian of Public Records, provide the Partner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. DU further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if DU does not transfer the records to the public agency.
- D. Upon completion of the Agreement, DU shall transfer, at no cost to the Partner, all public records in possession of DU unless notified by Partner's representative/liaison, on behalf of the Partner's Custodian of Public Records, to keep and maintain public records required by the Partner to perform the service. If DU transfers all public records to the Partner upon completion of the Agreement, DU shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If DU keeps and maintains public records upon completion of the Agreement, DU shall meet all applicable requirements for retaining public records. All records stored electronically by DU must be provided to Partner, upon request of the Partner's Custodian of Public Records, in a format that is compatible with the information technology systems of Partner, at no cost to Partner.

Failure of DU to comply with the requirements of this article shall be a material breach of this Agreement. Partner shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. DU acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF DU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

16. E-VERIFY - EMPLOYMENT ELIGIBILITY

DU warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of DU's subcontractors performing the duties and obligations of this Agreement are

registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

DU shall obtain from each of its subcontractors an affidavit stating that the subcontractors does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. DU shall maintain a copy of any such affidavit from a subcontractors for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

Partner shall terminate this Agreement if it has a good faith belief that DU has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If Partner has a good faith belief that DU's subcontractors has knowingly violated section 448.09(1), Florida Statutes, as may be amended, Partner shall notify DU to terminate its contract with the subcontractor and DU shall immediately terminate its contract with the subcontractor. If Partner terminates this Agreement pursuant to the above, DU shall be barred from being awarded a future contract by Partner for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, DU shall also be liable for any additional costs incurred by Partner as a result of the termination.

17. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, DU certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

18. HUMAN TRAFFICKING AFFIDAVIT

DU warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. DU has executed **Exhibit E**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

EXHIBIT E

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Ducks Unlimited Inc. (DU)
and attest that DU does not use coercion for labor or services as defined in section 787.06, Florida
Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.

Karen Waldrop
(signature of officer or representative)

Karen Waldrop, Chief Conservation Officer
(printed name and title of officer or representative)

State of Tennessee, County of Shelby

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this,
16th day of April 2025, by Karen Waldrop

Personally known ☒ OR produced identification ☒

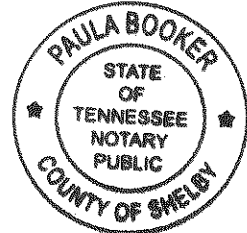
Type of identification produced TDL

Paula Booker

NOTARY PUBLIC

My Commission Expires: 4/22/25

State of Tennessee



My Commission Expires
Apr 22, 2025
(Notary Seal)

1. DATE ISSUEDMM/DD/YYYY02/04/2025

1a. SUPERSEDES AWARD NOTICE datedexcept that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER15.623 - North American Wetlands Conservation Fund

3. ASSISTANCE TYPEProject Grant

4. GRANT NO. F24AP01293-00

5. TYPE OF AWARDOther

4a. FAIN F24AP01293

5a. ACTION TYPE New

6. PROJECT PERIODMM/DD/YYYYFrom01/01/2025Through12/31/2028

7. BUDGET PERIODMM/DD/YYYYFrom01/01/2025Through12/31/2028

8. TITLE OF PROJECT (OR PROGRAM)South Florida Ecosystem Wetlands VI

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

North American Wetlands Conservation Act—Approval of wetlands conservation projects (16 U.S.C. §4404)

9a. GRANTEE NAME AND ADDRESSDUCKS UNLIMITED, INC.
193 Business Park Dr Ste E
Ridgeland, MS, 39157-6026

9b. GRANTEE PROJECT DIRECTORElizabeth Guthrie
193 Business Park Dr STE E
Ridgeland, MS, 39157-6026
Phone: 704-500-4668

10a. GRANTEE AUTHORIZING OFFICIALMs. Sheba Korley-Dzathor
193 Business Park Dr STE E
Ridgeland, MS, 39157-6026
Phone: 601-206-5449

10b. FEDERAL PROJECT OFFICERChristine Eastwick
5275 Leesburg Pike
Falls Church, VA, 22041
Phone: 772-296-0151

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

II Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$	0.00
b. Fringe Benefits	\$	0.00
c. Total Personnel Costs	\$	0.00
d. Equipment	\$	0.00
e. Supplies	\$	0.00
f. Travel	\$	0.00
g. Construction	\$	0.00
h. Other	\$	8,427,309.00
i. Contractual	\$	0.00
j. TOTAL DIRECT COSTS	\$	8,427,309.00
k. INDIRECT COSTS	\$	36,294.00
l. TOTAL APPROVED BUDGET	\$	8,463,603.00
m. Federal Share	\$	2,821,201.00
n. Non-Federal Share	\$	5,642,402.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	\$	2,821,201.00
b. Less Unobligated Balance From Prior Budget Periods	\$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$	0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$	2,821,201.00
13. Total Federal Funds Awarded to Date for Project Period	\$	2,821,201.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

a. DEDUCTION

b. ADDITIONAL COSTS

c. MATCHING

d. OTHER RESEARCH (Add / Deduct Option)

e. OTHER (See REMARKS)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation

b. The grant program regulations.

c. This award notice including terms and conditions, if any, noted below under REMARKS.

d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

GRANTS MANAGEMENT OFFICIAL:

David Gordon, FISH AND WILDLIFE ADMINISTRATOR
5275 Leesburg Pike
MS:MB
Falls Church, VA, 22041-3603
Phone: 703-356-2025

17. VENDOR CODE		0070396309	18a. UEI	RZBMKCDW36Q8	18b. DUNS	788138139	19. CONG. DIST.	03
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION		
1	0051048494-00010	\$2,821,201.00	01/01/2025	12/31/2028	5029	South Florida Ecosystem Wetlands VI		

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Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
01/01/2025	12/31/2025	Annual	03/31/2026
01/01/2026	12/31/2026	Annual	03/31/2027
01/01/2027	12/31/2027	Annual	03/30/2028
01/01/2028	12/31/2028	Final	04/30/2029

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
01/01/2025	12/31/2025	Annual	03/31/2026
01/01/2026	12/31/2026	Annual	03/31/2027
01/01/2027	12/31/2027	Annual	03/30/2028
01/01/2028	12/31/2028	Final	04/30/2029

SCOPE OF WORK

1. Project Description

The Service hereby incorporates the recipient’s application submitted to and approved by the Service into these award terms and conditions.

This award is made based on approval of your organization’s proposal dated July 7, 2023 hereby incorporated by reference into this award. For a complete list of program policies, refer to the Grant Administration Standards, January 2024. Funds under this award will permanently restore 2,934 acres of wetlands and associated uplands in South Florida for the benefit of migratory birds and other wildlife.

BUDGET AND PROGRAM REVISIONS

1. Budget and Program Plan Revisions

Prior written approval of the Service Project Officer is required for any changes that will result in change of the purpose or scope of the project, change in key personnel, extension of the funding period, changes in titleholder of any interest in real property, or changes to the proposed budget, including the transfer of funds from a direct cost category to indirect costs, from construction to non-construction, or vice-versa. 2 CFR §200.308

AWARD CONDITIONS

1. Pre-Award Costs

The Service authorizes the recipient to request reimbursement for pre-award expenses incurred from the date the proposal was received. Pre-award costs are those incurred prior to the effective date of this award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award. Preaward costs are not authorized for any work that requires environmental clearances.

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2. Matching Requirements

The Federal share of the total project expenditures cannot exceed 50% percent. Recipient is eligible to request Federal obligated funds up to but not in excess of the amount requested, and final grant to match ratio must meet the grant to match ratio as proposed. See also 2 CFR §200.306.

3. Real Property

Grant funds may not be disbursed to acquire real property interests until the Division of Bird Habitat Conservation (DBHC) has reviewed and approved the appraisals, appraisal reviews, SF 429 B, and drafts of other supporting documentation (e.g., draft of a Notice of Grant Requirements, deed, conservation easement, or other documents that would be recorded upon closing).

The real property documentation package for tracts acquired with old match are due at the time of the first annual report.

Real Property Status Report SF-429-A with Cover page must be completed for all grant and match acquisitions (fee and easements) and submitted with only the final report.

4. Indirect Cost Restrictions

The Service conditionally approves the proposed indirect costs on the final approved budget incorporated into this award. The Recipient is prohibited from charging indirect costs to this award until the Recipient provides a copy of their approved negotiated indirect cost rate agreement to the Service Project Officer identified on this notice of award. The Recipient must submit their indirect cost rate proposal to their cognizant agency for indirect costs within 90 calendar days past the award period of performance start date. In the event the recipient does not establish an approved rate by the award period of performance end date, the recipient must contact the Service Project Officer identified on this notice of award to discuss the situation and determine what budget revisions may be required. If the recipient submitted their rate agreement in a timely manner but the cognizant agency delayed processing it, the recipient should provide relevant details to the Service Project Officer.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury’s ASAP System

The recipient will request payments under this award in the [U.S. Treasury’s Automated Standard Application for Payment \(ASAP\)](#) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the [ASAP.gov](#) Help menu for detailed instructions on requesting payments in ASAP.

REPORT

1. Interim Financial Reports

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The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "Completing the Federal Financial Report (SF-425)".

2. Interim Performance Reports

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

Performance reports must contain: 1) a written description and comparison of proposed vs actual accomplishments by tract, with the goals and objectives of the award as detailed in the approved proposal; 2) a description of reasons why established goals were not met, if appropriate; 3) any other pertinent information relevant to the project results; 4) A budget table comparing proposed vs cumulative actual grant and match expenditures by partner; and 5) a comparison of the acres proposed vs acres delivered/achieved by category as described in Technical Questions 4 and 5 of the proposal, and an explanation of any differences. Please include the Service award number on all reports.

Refer to the United States Grant Administration Standards dated January 2024 for in-depth information regarding required reporting elements.

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, Federal Financial Report form, <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain:

1) a written description and comparison of proposed vs actual accomplishments by tract, with the goals and objectives of the award as detailed in the approved proposal; 2) a description of reasons why established goals were not met, if appropriate; 3) any other pertinent information relevant to the project results; 4) A budget table comparing proposed vs cumulative actual grant and match expenditures by partner; and 5) a comparison of the acres proposed vs acres delivered/achieved by category as described in Technical Questions 4 and 5 of the proposal, and an explanation of any differences, and 6) the tract table as presented in the Proposal (or as amended) with proposed and actual acreage accomplishments, and an explanation of any substitutions or differences. The tract table must include latitude and longitude (lat/long) information for properties involved in the project. The coordinates should be taken at the centroid of the property using NAD 83 datum and reported in decimal degree format.

Please include the Service award number on all reports.

In addition to submitting the final report, DBHC Project Officers must receive the following supporting documents via email:

(a) Complete shapefiles in geospatial vector data format for geographic information systems software (GIS) that describe all interests in real property that the Recipient or match provider purchased, restored, enhanced, or established with grant or matching funds or accepted as in-kind matching contributions as part of the project. Recipients should use WGS 1984 projection data if possible;

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- (b) Real property acquisition documentation not already provided with the Proposal or annual reports;
- (c) SF 429-A (with Cover page) for all grant and match acquisitions (fee, easements and leases). The 429-A should have all applicable fields completed. Projects with multiple acquisitions can be reported using one 429-A by attaching a table with all of the following information on each tract: period and type of Federal interest, tract name, location, and number of acres.
- (d) If applicable, an inventory of all equipment acquired by the Recipient with Federal funds; and
- (e) If applicable, an inventory of unused supplies if the total aggregate value upon completion of the project exceeds \$10,000.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

5. Significant Developments Reports

See 2 CFR §200.329(e). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

6. Post Award Requirements

Real Property Reporting – This term and condition applies to all real property acquisitions funded by either grant or matching funds, or both. Recipients must submit real property reports annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, recipients must submit real property reports annually during the period of performance as part of the annual and final performance reports, then following the closure of a grant, the recipient must submit reports every five years, beginning January 15, 2025, and every five years thereafter (01/15/2030, 01/15/2035, 01/15/2040 and so forth).

Reports must be submitted using the Real Property Status Report (SF429). Reports submitted during the period of performance must be submitted with the annual and final performance reports. Reports submitted after the grant has been closed must be submitted to the attention of the Chief, Grants Branch, at dbhc@fws.gov. Below is a table reflecting due dates following the closure of a grant based on the longevity of the real property interest.

Grant Closure Date	SF429 Due Dates (Acquisitions less than 15 years)	SF429 Due Dates (Acquisitions greater than 15 years)
January 15, 2020 – January 14, 2025	January 15th of every year for the life of the property.	January 15, 2025, then every five years thereafter for the life of the property.
January 15, 2025 – January 14, 2030	January 15th of every year for the life of the property.	January 15, 2030, then every five years thereafter for the life of the property.

A pass-through entity must require this term and condition in any and all subrecipient agreement.

SPECIAL TERMS AND REQUIREMENTS

1. Environmental Compliance Reviews

As a condition of award, the Recipient and their sub-recipient(s) and contractor(s) may begin work on the award, but must not begin any work related to any future modifications without clearance for DBHC. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA). Recipients must comply by submitting the required compliance documentation to DBHC prior to beginning any work. The recipient will be notified in writing that such work can begin.

All work must comply with the requirements set by the Florida State Historic Preservation Officer for the Cecil Johnson Homestead-8MT01515. It is requested that a qualified professional archeologist be present to monitor all ground-disturbing activities that take place in the Cecil Johnson Homestead-8MT01515 and to place a temporary silt fence around each site prior to any ground disturbing activities. The monitor should forward a monitoring report to the Florida Historic Preservation Officer at the conclusion of the project to review. In addition:

- Each of the sites are to be preserved within a minimum 25-foot buffer.
- If any cultural resource deposits are discovered, the monitor should be empowered to direct construction activities to other areas to enable recovery and recordation of the deposits before project activities resume in the area. The resultant report(s) of such discoveries should be forwarded to this office for review.
- In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

2. Inadvertent Archaeological or Historical Discoveries

In the event any archaeological or historic materials are encountered during project activity, work in the immediate area must stop and the following actions taken:

1. Implement reasonable measures to protect the discovery site, including any appropriate stabilization or covering;
2. Take reasonable steps to ensure the confidentiality of the discovery sites; and

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3. Take reasonable steps to restrict access to the site of discovery.

The recipient must notify the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with the recipient regarding actions to be taken and disposition of material. If Human remains are uncovered, appropriate law enforcement agencies must be notified first, and the above steps followed. If the remains are determined to be Native, consultation with the affected Tribe(s) will take place in order to mitigate the final disposition of said remains.

3. Transfer Title to Federal Government or Third Party

After transfer to the Federal Government or approved third party, all applicable acquisition documents are required to be sent to the Service Project Officer. These documents must include (but are not limited to) the updated Deed/easement, signed closing statement, recorded Notice of Grant Requirements (NOGR), appraisal and appraisal review. For a complete list, read the Grant Administration Standards January 2024.

Terms and Conditions

1. Buy America Provision for Infrastructure

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure

Per 2 CFR Part 184, none of the funds provided under this award may be used for a project for infrastructure unless:

- 1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
- 2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
- 3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. For construction material standards, see 2 CFR §184.6.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Department of the Interior (DOI) General Applicability Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver. Recipients are responsible for determining if an approved waiver applies to their project. A list of active waivers is available at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. As new waivers may be issued at any time, we recommend Recipients frequently check this web page through the life of their project. If an active waiver applies to the project, the Recipient must retain a record of the applicable waiver per 2 CFR §200.334 recordkeeping requirements. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

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Waiver Requests

When necessary, recipients may apply for, and the DOI may grant, a waiver from these requirements, subject to review by the Made in America Office. Per 2 CFR §184.7, the DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. Email all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Federal awarding agency: U.S. Fish and Wildlife Service, DOI
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total estimated infrastructure costs, to the extent know (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) proposed to be waived from the Buy America requirements. Include the name, cost, country of origin, if known, and relevant PSC or NAICS code for each (see <https://psctool.us/> and <https://www.census.gov/naics/>).
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation. For market research conducted, provide details on when it was conducted, and the sources and methods used.

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13. Anticipated impact if no waiver is issued.

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to www.doi.gov/grants/buyamerica for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers at www.doi.gov/grants/BuyAmerica/ApprovedWaivers. The Service will notify Recipients of waiver request determinations by email. Waivers may be granted after an award has been issued. However, an approved waiver will not retroactively apply to expenditures already incurred under the award before the effective date of the waiver. Any such expenditures are subject to the Buy America preferences for infrastructure.

Definitions

The terms used in this provision have the meanings given in 2 CFR §184.3.

2. U.S. Fish and Wildlife Service

General Award Terms and Conditions

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as ‘awards’) are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A library of the Service's general award terms and conditions with embedded links to all regulations is available on the Service's website at: <https://www.fws.gov/library/collections/financial-assistance-general-award-terms-and-conditions>. Refer to the general terms and conditions in this library in effect as of the signature date on your award. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

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Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

2 CFR Part 200, Subpart E—Cost Principles

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200. Non-Federal entities include for-profit organizations.

48 CFR Subpart 31.2—Contracts with Commercial Organizations

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

Indirect Cost Proposals

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: <https://ibc.doi.gov/ICS/indirect-cost>.

2 CFR Part 200, Subpart F—Audit Requirements

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation

Not applicable to individuals. See 2 CFR 170 for other exceptions.

2 CFR §175.15—Award Term for Trafficking in Persons

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

2 CFR Part 184—Buy America Preference for Infrastructure Projects

None of the funds under a Federal award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards. Service awards subject to this preference will include a Buy America Provision for Infrastructure.

2 CFR Part 1400—Nonprocurement Debarment and Suspension

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All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)

Not applicable to foreign public entities or foreign organizations.

43 CFR Part 18—New Restrictions on Lobbying

Recipients are prohibited from using any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, or an officer or employee of a Member of the U.S. Congress in connection with the award.

41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees

41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government

Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

Conflicts of interest: Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Lobbying: If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, “Disclosure of Lobbying Activities” form to the USFWS. This form is available at: <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that is specifically permitted by other Federal law.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities subject to the 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM.

National Policy Encouragements

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Executive Order 13043—Increasing Seat Belt Use in the United States

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.