UNITED STATES GRANT ADMINISTRATION STANDARDS

North American Wetlands Conservation Act and Neotropical Migratory Bird Conservation Act

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Table of Contents

Section A: Applicability and Authorities

1. Overview of Standards
2. NAWCA/NMBCA Authorities

Section B: Grant Agreement

1. Grant Agreement Overview
2. Certifications and Assurances
3. Binding Grant Agreement
4. Termination
5. Sub-recipients
6. Federal Entities

Section C: Eligibility

1. Eligibility Criteria
2. Receiving Funds

Section D: Financial Administration

1. Allowable Costs
2. Period of Performance
3. Pre-Award Costs
4. Matching Funds
    a. Eligible Match
    b. Accounting and Records
    c. Excess Match
5. Indirect Costs
6. Program Income
7. Disbursement
8. Interest
9. Returning Funds
10. Record Retention
11. Pooling Funds

Section E: Equipment and Supplies

1. Purchasing and Management
2. Inventory
3. Disposal

Section F: Real Property Acquisition

1. Prior Approvals
2. Incurring Costs of Acquiring Real Property
3. Conservation Easements
4. Condemnation Proceedings
5. Notice to Seller
6. Appraisals
7. Appraisal Reviews
8. Market Value

9. Properties Subject to Leases
10. Relocation Requirement
11. Mineral Rights
12. Water Rights
13. Living Wills
14. Value of Timber
15. Recording Documents
    a. Required Documents
    b. Notice of Grant Requirements
16. Waivers

Section G: Modifications
1. Approvals
2. Extensions

Section H: Reports and Other Documentation
1. Pre-Award Documentation
2. Annual Reports
3. Quarterly Financial Reporting
4. Final Reports
5. Property Documentation Submission
6. Federal Funding and Accountability Transparency Act (FFATA)
7. Extending Report Deadlines
8. Record Retention

Section I: Property Management
1. Continuing Obligations
    a. Management
    b. Monitoring and Reporting
2. Disposals
3. Compatible Uses

Section J: Noncompliance
1. Evaluation
2. Consequences
3. Grounds for Special Conditions
4. Special Conditions
5. Debarment and Suspension

Section K: Audits and Monitoring
1. Audit Requirements
2. Right to Access
3. Right to Monitor and Audit

Section L: GrantSolutions
1. Roles
2. Modifications, Closings and Extensions

Appendix A: Real Property Acquisition Documents
Appendix B: Notice of Grant Requirements (NOGR) Template

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 16 USC 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.

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), including required Certification and Assurances.

2: Certifications and Assurances

The SF-424D Assurances for Construction Projects is required for all NAWCA grants. The SF-424D Assurances for Construction Projects is required for all NMBCA grants involving acquisition, restoration or enhancement of habitat. For all other NMBCA activities, the SF-424B Assurances for Non-Construction Projects form is required.

3: Binding Grant Agreement

The Recipient (Federal and Non-Federal Entities) agrees to terms and conditions of the grant by signing the SF-424 and required Assurances, and enters into a binding agreement by receiving Federal Funds through the electronic funds transfer process.

4: 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) Project Officer 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.

5: Sub-recipients

If grant funds are subawarded 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 (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 Project Officer.

6: Federal Entities

Federal agencies receiving grant funds must follow the same guidelines for grants and cooperative agreements in 2 CFR 200. If 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.

Funds are passed directly to Federal entities through an Internal or Interagency Agreement, or similar mechanism. The Federal entity agrees to terms and conditions and enters a binding agreement upon receipt of the funds. The option to terminate the agreement is the same as in Section B-4:

Termination.

Section C: Eligibility

1: Eligibility Criteria

Eligible activities and costs for NAWCA grants are outlined in the Eligibility Criteria, which can be found on the NAWCA website. 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.

2: Receiving Funds

For non-Federal entities, in order 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 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 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 as long as the costs in doing so are allowable, reasonable, and allocable as explained in 2 CFR 200, Subpart E, and NAWCA or NMBCA application instructions, and the NAWCA or NMBCA Eligibility Criteria.

2: Period of Performance

The period of performance will be designated in the Grant Agreement and will last 1-3 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.

Grant funds and matching contributions must be obligated during the period of performance,

except 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 Project Officer 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.

FWS authorizes pre-award costs only if such costs:

(a) Do not exceed the amount of the grant funds as awarded in the Grant Agreement;

(b) Are necessary to accomplish the objectives of the project by the end of the period of performance;

(c) Have not been incurred before the date that FWS receives the Proposal from the Recipient (see Section F-1 for costs incurred in purchase of real property); and

(d) Are allowable to the extent that they would have been allowed if they had been incurred during the funding period.

For the purposes of NAWCA, pre-award costs is defined as costs that were incurred after a Proposal is received and before a Grant Agreement is issued, and therefore they are incurred at the applicant's risk. Upon completion of a signed Grant Agreement, this section constitutes prior written approval for any pre-award cost that qualifies under its provisions.

FWS will not reimburse the Recipient for the purchase of real property if the title is transferred before FWS receives the Proposal. At their own risk, however, the Recipient may contractually commit to purchasing the property before FWS receives the Proposal, purchase the property after the Proposal is submitted, and be reimbursed by grant funds after the Grant Agreement is signed.

4: Matching Funds

(a) Eligible Match: Under the Eligible Match Costs section of the Eligibility Criteria, the conditions of eligible costs are listed for NAWCA grants. These conditions allow certain costs to be eligible as match when the costs would not be eligible to be paid with grant funds. 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 Project Officer.

i. For NAWCA projects only, in-kind match (or "old match") providers may acquire real property, supplies, or services, or provide the 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, is to be expended after the date the Proposal is submitted, and that 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 considered in-kind rather than cash and will not be eligible as match for NMBCA projects in the United States.

(b) Accounting and Records: The Recipient must have access to thorough records of all project grant and match expenditures included in the final report, and 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.

(c) Excess Match: For US Standard NAWCA grants only, match contributions in excess of the amount required according to the match-grant ratio approved in the Grant Agreement is termed excess match. Excess match may be used only in the second or third phase of a Programmatic project under the following conditions:

i. The excess match must accomplish more acquisition, restoration, enhancement, or establishment than required by the Grant Agreement. Spending more, but accomplishing the same as required in the Grant Agreement, does not qualify as excess match. Additional spending due to unique circumstances totally beyond the control of the Recipient such as a natural disaster, leading to unique efforts by the Recipient to accomplish project objectives, may be considered on a case-by-case basis.

ii. The excess match cannot result from cost overruns on activities required in the Grant Agreement (see D-4(c)(1)) or from underestimated values on properties included in the Grant Agreement; excess acreage cannot result from minor survey or rounding differences associated with tracts included in the Grant Agreement.

iii. The subsequent phase must be substantively the same project area and type as the original grant, so that if the excess match were included in the subsequent grant it would be eligible.

iv. The additional acres must be specified as "excess" in the documentation provided in reports for the original NAWCA grant. The Recipient must have written permission from the FWS Project Officer if grant funds are being allocated towards excess acreage.

v. All acres must be protected as part of the original NAWCA grant.

vi. The source and nature of the excess match must be identified in the subsequent phase of the Programmatic grant and that phase of the project must be selected for funding as part of a Programmatic project. If a subsequent project is selected for funding, but is not approved as a Programmatic addition to a previous phase, the excess match remains part of the original project and cannot be used for a separate grant.

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 considered to 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 as a result of the Federal award during the period of performance (2 CFR 200.80).

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)). Unless specified, the Recipient must use the additive 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 funding period shall be retained by the Recipient. FWS encourages Recipients to use generated funds to support wetland conservation purposes consistent with the NAWCA program or to support neotropical migratory bird conservation consistent with the NMBCA program.

7: Disbursement

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

The Recipient must deposit Federal cash advances in interest-bearing accounts unless one of the following apply:

(a) The Recipient receives less than $120,000 in Federal assistance awards per year;

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of $500 per year;

(c) The depository would require an average or minimum balance so high that it would not be

feasible with the expected Federal and non-Federal cash resources;

(d) A foreign government or banking system prohibits or precludes interest-bearing accounts.

When depositing Federal cash advances in an interest-bearing account, separate depository accounts are not required, but Recipients must be able to account for the receipt, obligation, expenditure of and interest on the funds (2 CFR 200.305(b)(7)(i)).

Interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS). Interest amounts up to $500 per year may be retained by the non-Federal entity for administrative expense (2 CFR 200.305(b)(9)).

9: Returning Funds

If funds are to be returned to FWS, contact your FWS Project Officer 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 200.333. 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, in order 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 DBHC.

(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. DBHC may also contact Federal program partners identified within a Proposal to clarify NAWCA pooling terms and conditions.

(c) The intent to pool NAWCA 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 interest.

(d) It is important to note that NAWCA interest is not the same thing as attributable share, which is the amount of funding potentially to be repaid to DBHC as a result of a disposal.

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 DBHC approval.

The Recipient may use the equipment in the program or project for which it was acquired whether or not 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 in excess of $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) in order 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 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).

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 into 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, as long as 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, more specifically, the DBHC or the FWS Project Officer, 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 Project Officer 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 Project Officer for any changes to previously approved language in an easement. Easements without approval from the FWS Project Officer 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 (ineligible for NMBCA).

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 Project Officer may require the Recipient to submit additional documentation if he or she 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 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.

In order 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 (ineligible for NMBCA), 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 as a result 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 in regards to leases or third

party rights, the FWS Project Officer 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 in-kind 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 Project Officer 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:

i. The living will was recorded within two years of submitting a Proposal; and

ii. 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 DBHC. 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 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 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 Project Officer 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 Project Officer 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 MCPs. 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 <u>only the final report</u>. DBHC only needs one SF-429-A 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) <u>do not apply to matching</u> real property acquired prior to the receipt of the Proposal by the FWS (ineligible for NMBCA).

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 <u>must</u> include all of the following

elements:

i. Identification of the legal interest being encumbered;

ii. Identify the name and address of the Recipient, subrecipient, or other authorized title holder obtaining the interest in real property;

iii. Reference the NAWCA or NMBCA project title, Grant Agreement number and the address(es) where the agreement is kept on file;

iv. State the purpose of the project as described in the Proposal or Agreement document;

v. 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;

vi. 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 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; and

vii. 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 located 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 <u>must not</u> 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 DBHC and erroneously approved, upon discovery the

NOGR must be revised and re-recorded, at the Recipient's expense, in order to comply with this requirement.

16: Waivers

Subject to the specific conditions defined in 49 CFR, Part 24, in extreme circumstances certain real property acquisition requirements may be waived. These waivers will be granted on a case-by-case basis at the discretion of the FWS Project Officer, and will apply only to the project for which the waiver is requested.

Section G: Modifications

1: Approvals

The Recipient must obtain the prior written approval of the FWS Project Officer 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 Officer 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 Project Officer on a case by case basis.

In order 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 the Migratory Bird Conservation Commission has selected projects to be funded, the following are required before the Grant Agreement can be executed:

(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) Documentation from FWS Regional Office or field station demonstrating that contaminants will not preclude the incorporation of those lands acquired in the project into the National Wildlife Refuge System (applicable only if such lands will be acquired in the project).

No advance documentation for Section 106 of the National Historic Preservation Act, as implemented in 36 CFR, Part 800 is required for matching in-kind contributions acquired or performed before the FWS receives the Proposal. However, if the Recipient or match provider has disturbed or allowed the disturbance of a site that is subject to NHPA, the FWS may disallow the use of that property in a NAWCA 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 Officer 90 calendar days after the interim report end date through GrantSolutions. Federal recipients must send reports directly to the FWS Project Officer. All annual reporting dates will run from October 1st through September 30th, with reports due by December 29th.

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 pre-award costs. If a separate subaward is issued by DBHC for the project, the subrecipient must submit a separate SF-425 reporting only their grant fund expenditures.

Annual performance reports must include the following information:

(a) Comparison of actual (grant and match) accomplishments with proposed objectives for the project from inception to the end of the reporting period in question (not only for the previous year). If DBHC has passed funds 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) 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.

Award Performance Start Date	Annual Interim Report End Date	Annual Interim Report Due Date (90 days after report end date)
Oct 1	Sep 30	December 29

3: Quarterly Financial Reporting

If the Recipient is considered to be 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 30 calendar days after the last day of each reporting quarter period (see table below for reporting schedule). 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 Project Officer. 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 Officer, 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 of 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 with Annual or Final Reports for any transactions completed during the reporting period. Note that appraisals, appraisal reviews, and the SF-429-B (for acquisitions purchased with grant funds) must be submitted to and approved by a FWS Project Officer 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 Officer by email.

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 DUNS number, and the DUNS number(s) of the subawardee(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 $25,000,000 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 $25,000 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 http://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 Officer and DBHC Branch Chief. Extension of the deadline for a final report does not automatically extend the liquidation period at the end of the funding period.

In order to obtain an extension, the Recipient must notify the FWS Project Officer 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 period 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 Officer. 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 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.

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.

(c) 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 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 of DBHC. Should the sale of the property be approved, an attributable share may be owed to DBHC. 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 DBHC 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 Officer should the title holder of a NAWCA or NMBCA interest wish to sell 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 DBHC 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 as a result 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 Officer 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 Officer may apply one or more of the following remedies as a consequence 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) Take other remedies that are legally available;

(i) Report the grant outcome to the Federal Awardee Performance and Integrity Information

System (FAAPIS); or

(j) Initiate procedures for suspension or debarment of a Recipient from Federal financial and non-financial assistance and benefits.

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 Project Officer 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 Project Officer 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 Project Officer 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, as a consequence 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 or 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:

i. A willful failure to perform in accordance with the terms of one or more public agreements or transactions;

ii. A history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions;

iii. A willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction.

(c) Any of the following causes:

i. 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;

ii. 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.

iii. 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;

iv. Violation or a material provision of a voluntary exclusion agreement entered into under 43 CFR 12.315, 2 CFR 200.113, or any settlement of a debarment or suspension action; or

v. Violation of any requirements of the drug-free workplace requirements for grants, relating to providing a drug-free workplace, as set forth in 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 subawardee(s), which are pertinent to the Federal award, in order 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 Project Officer 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 Project Officer. Extension Requests can only be processed by requesting a Period of Performance Adjustment in GrantSolutions.

Appendix A

Real Property Acquisition Documents

Property title is transferred **BEFORE** FWS receives the Proposal	
Title transferred **BEFORE** the 2 years prior (starting Jan. 1) to Proposal submission	Title transferred **WITHIN** the 2 years prior (starting Jan. 1) to Proposal submission
Property 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: ● 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 title is transferred **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: ● 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: ● 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 Template

Notice of Grant Requirements

[PARTNER] is the owner of a certain piece or parcel of land located in [TOWN, COUNTY, and 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 in order 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.