

In the absence of a formal amendment to this Subrecipient Agreement, the Department shall not be obligated to reimburse the Subrecipient for costs that are in excess of the amount stipulated in this section.

SECTION IV – SCOPE OF WORK & REPORTING REQUIREMENTS

Under this agreement, the Parties are committed to accomplishing the following portion of the objectives described in the Grant Proposal (“Attachment B”):

1. Grant objectives from proposal narrative.

Activities eligible for reimbursement under this agreement are only those necessary to achieve the above objectives and are included in the approach section of the attached Grant Proposal (“Attachment B”).

Enter any other modifications to the scope of work that are not included in the grant proposal and attach relevant documents as (“Attachment C”).

The Subrecipient will provide the Department with a report detailing accomplishments achieved by objective with an estimate of expenditures by objective on a form provided by the Department. The Subrecipient will submit this report to the Department no later than 15 (fifteen) days before the expiration date. If the term of this agreement exceeds 1 (one) year, an interim report may be required by anniversary of the commencement date.

SECTION V – PAYMENT PROVISIONS

Requests for reimbursement of eligible expenditures by the Subrecipient are to be made by submission of invoices along with necessary supporting documents to the Department Contact designated in this Section. Necessary supporting documents include verification that the Subrecipient has incurred the expenditure(s) and that the Subrecipient has met the necessary match requirements. No advance payments are allowed under this agreement.

The Subrecipient must be registered to accept Electronic Funds Transfers (EFT) within the State of Your State accounting system. All reimbursements will be made by the Department in a timely fashion via EFT only after receiving invoices along with necessary supporting documents.

The Department Contact for all matters and correspondence related to payments is:

Enter Auto-text for disbursements for acquisition of rights in land if needed.

SECTION VI – DISPOSITION OF EQUIPMENT, CAPITAL IMPROVEMENTS AND REAL PROPERTY

No equipment will be acquired under this agreement. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

No capital improvements are being developed under this agreement. Capital improvements are facilities, infrastructure and significant habitat developments.

No real property will be acquired under this agreement. Real property means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

SECTION VII – ACCOUNTS, AUDITS AND RECORDS

In compliance with 43 CFR 12.82, The Subrecipient agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Subrecipient Agreement (collectively “Records”) to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. This section applies to all financial and programmatic records, supporting documents, statistical records and other records of the Subrecipient that are:

1. Required to be maintained by the US Fish and Wildlife Service program regulations, the grant award or
2. otherwise reasonably considered as pertinent to the US Fish and Wildlife Service program regulations or the grant award.

Except as otherwise provided, records must be retained for three years from the starting date established as follows:

1. *General.* The retention period starts on the day the Department submits to the US Fish and Wildlife Service its single or last expenditure Financial Status Report. If Financial Status Report has been waived, the retention period starts on the day the report would have been due.
2. *Real property and equipment records.* The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the US Fish and Wildlife Service.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

To avoid duplicate recordkeeping, the US Fish and Wildlife Service may make special arrangements with the subrecipient to retain any records which are continuously needed for joint use. The US Fish and Wildlife Service will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the US Fish and Wildlife Service, the 3- year retention requirement is not applicable to the subrecipient.

The Department, US Fish and Wildlife Service, the Comptroller General of the United States or any of their authorized representatives, shall have the right of access to any pertinent books,

documents, papers or other records of the Subrecipient that are pertinent to the federal award, in order to make audits, examinations, excerpts and transcripts.

The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to the Records unless required by Federal, State or local law. The Subrecipient is not required to permit public access to their records.

If the Department or US Fish and Wildlife Service disallows any costs claimed by the Subrecipient related to this Subrecipient Agreement, the Subrecipient shall be responsible for reimbursing the Department for any of those costs related to the work the Subrecipient has performed.

If the Subrecipient expends more than \$500,000 in U.S. Federal funds during its fiscal year, it will perform a single audit in accordance with OMB Circular A-133. A copy of the audit will be provided within six months after the Subrecipient's fiscal year-end to the Department.

The provisions of this Section shall survive the expiration of this Subrecipient Agreement.

SECTION VIII – COMPLIANCE, REQUIRED ASSURANCES & CERTIFICATIONS.

The Subrecipient agrees to comply with all applicable Federal laws, regulations and policies as detailed in the Grant Proposal (“Attachment B”) including, but not necessarily limited to:

- National Environmental Policy Act
- Section 7, Endangered Species Act
- National Historic Preservation Act
- The Coastal Zone Management Act
- Executive Orders 11988 Floodplain Management, 11990 Protection of Wetlands and 13112 Invasive Species
- Animal Welfare Act
- Coastal Barriers Resources Act.

Further, by signing this Subrecipient Agreement, The Subrecipient is providing the following assurances and certifications. In the event that any material misrepresentation in these assurances and certifications is discovered during the term of this Subrecipient Agreement, the Subrecipient or the Department may elect to declare this Subrecipient Agreement null and void subject to immediate termination. In the case of an intentional material misrepresentation, the Department may, at its option, recover damages resulting from the termination. Notice of termination shall be given to the Subrecipient. The Subrecipient shall require that the language of these certifications be included in the award documents for all Subrecipient Agreements under this Subrecipient Agreement and that all subrecipients shall certify and disclose accordingly.

1. NON-DISCRIMINATION.

To the extent that such laws apply to Subrecipient, The Subrecipient agrees to abide by U.S. laws with regard to non-discrimination of U.S. citizens or legal residents working under this Subrecipient Agreement on the basis of race, color, religion, national origin, handicap or age.

2. **DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

The Subrecipient certifies to the best of its knowledge and belief that it is not presently and will not be debarred, suspended, proposed for debarment or declared ineligible for the award of subcontracts, by any U.S. Government agency, in accordance with federal regulations (53 Fed.Reg. 19161-19211) or has been so within the preceding three-year period.

The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient must provide to the Department a written explanation prior to signing this Subrecipient Agreement.

The Subrecipient further certifies that it will not become debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency during the term of this Subrecipient Agreement and it will not engage or contract for work under this Subrecipient Agreement with any such debarred or ineligible parties.

3. **OTHER CERTIFICATIONS.**

The Subrecipient certifies not to:

- a. Attempt to influence legislation or support lobbying within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code using any of the funds granted by the Conservancy; or

- b. Use any portion of these funds to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private benefit to occur or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code.

SECTION IX – ASSIGNMENT

This Subrecipient Agreement may not be assigned by The Subrecipient in whole or in part without the prior written consent of the Department.

SECTION X – TERMINATION

If at any time the Federal Award is terminated, this Subrecipient Agreement shall also be automatically terminated as of the termination date of the Federal Award. Additionally, the Department shall have the right to terminate this Subrecipient Agreement by giving 30 (thirty) calendar days written notice to The Subrecipient of intent to terminate. Upon receipt of the termination notice from the Department, the Subrecipient shall take all necessary action to cancel outstanding commitments relating to the work under this Subrecipient Agreement. In the event of termination prior to the originally agreed upon expiration, the Department shall pay any obligations incurred by the Subrecipient that could not reasonably be canceled.

SECTION XI – LIABILITY

The Subrecipient shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this work.

The Subrecipient agrees to indemnify and hold the Department harmless from any and all claims, loss, damages, costs, and expenses, including attorney fees through the appellate levels, made against or incurred by the Department arising out of work performed by the Subrecipient under this Subrecipient Agreement or arising out of any act or omission of the Subrecipient.

SECTION XII – APPLICABLE LAW

This Subrecipient Agreement shall be interpreted, construed and governed by the laws of the state of Your State and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Subrecipient Agreement, the Department and Subrecipient agree that litigation shall be conducted in the state of Your State.

SECTION XIII – ENTIRE SUBRECIPIENT AGREEMENT, WAIVERS AND AMENDMENTS

This Subrecipient Agreement constitutes the entire Subrecipient Agreement between the Department and The Subrecipient. No waiver, modification or amendment of any of the terms or conditions stated herein shall be effective unless set forth in writing and duly signed by the Department and the Subrecipient.

IN WITNESS WHEREOF, the Parties have executed this Subrecipient Agreement by their fully authorized officers.

Your State
Authorized DNR official
For Your State Department of
Natural Resources

Authorized Subrecipient Representative
Representative's Title
For The Subrecipient

Signature

Signature

Title

Title

Date

Date

Attachment A – Notice of Award Letter
Attachment B – Grant Proposal
Attachment C – If Necessary