



U.S. Fish and Wildlife Service

Division of Bird Habitat  
Conservation

# Grants Handbook



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## Introduction to the Handbook for the “U.S. Grant Administration Standards—September 2010 as amended”

The North American Wetlands Conservation Act (NAWCA) and the Neotropical Migratory Bird Conservation Act (NMBCA) grant application and administration processes are rigorous. This handbook is intended to help current and potential grantees understand the “U.S. GRANT ADMINISTRATION STANDARDS –SEPTEMBER 2010 as amended”, which apply to NAWCA and NMBCA grants awarded to any non-Federal entity with activities that take place in the United States and its territories. Portions of this handbook may also be helpful to grantees conducting activities outside the USA.




*Understanding the Standards will help you with Proposal preparation and make your project easier to manage.*

The original text of the Standards is reproduced in the left-hand column of each page. Explanations, examples, and additional information are given in the right-hand column and in call-out boxes. Common pitfalls and key changes to previous Standards are highlighted throughout the handbook. (However, if the handbook contradicts or conflicts with the Standards, the Standards have precedence.)










This handbook will be updated periodically. If you have suggestions for its improvement, please contact your Grant Officer or call 703-358-1784.



## Keys to Administering a Successful NAWCA Grant

 This symbol indicates an item that also applies to Neotropical Migratory Bird Conservation Act grants.

The following principles underlie the administration of North American Wetlands Conservation Act (NAWCA) grants in the United States:

1. There is no difference between grant and match for grant administration purposes. Generally, laws and requirements that apply to activities funded with NAWCA or NMBCA dollars also apply to items funded with match dollars or provided as in-kind match (e.g., real property interests). **GRANT=MATCH** 
  
2. Every grant and match dollar, except for indirect costs, is linked to an acre acquired, restored, enhanced, or created. 
  
3. Grantees are accountable for achieving both grant and match acres and grant and match dollars as defined by the Grant Agreement. Without prior approval and modification of the Grant Agreement project description, accomplishing less than 100% of acres and match can result in reduction of the award amount. **100% ACRES & MATCH** 
  
4. Generally, accomplishing less than 75% of the acres in any activity category (acquisition, restoration, enhancement, establishment), as defined by the Grant Agreement, is considered material failure to comply with the Grant Agreement. The project is no longer the same project approved and, absent extraordinary circumstances, the grant will be terminated and the grant amount will be reduced. **<75% ACRES** 
  
5. Generally, accomplishing less than 75% of a project's overall financial match, as defined by the Grant Agreement, is considered material failure to comply with the Grant Agreement. The project is no longer the same project approved and, absent extraordinary circumstances, the grant will be terminated and the grant amount will be reduced. **<75% MATCH** 
  
6. Unforeseen circumstances can lead to project changes that require tract substitutions. However, any tract considered for substitution during the project period must be of equal or greater acreage; equal or greater resource value; located within the defined project area; and cleared under the National Environmental Protection Act (NEPA), Endangered Species Act (ESA), National Heritage Protection Act (NHPA), and contaminants review as required. The Joint Venture coordinator should be aware of and agree with the substitution. **TRACT SUBSTITUTION RULES** 
  
7. To have a change considered for prior approval, make your request in writing. 
  
8. All acquisitions must be from willing sellers. 
  
9. Keep in touch. Call your Grant Officer at the first sign of project change or trouble. 

### A. APPLICABILITY AND AUTHORITIES

A-1 To what do these Standards apply?

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.

NAWCA, NMBCA Acts



A-2 What laws and regulations govern a North American Wetlands Conservation Act (NAWCA) or a Neotropical Migratory Bird Conservation Act (NMBCA) grant?

The authority for the North American Wetlands Conservation Act grant program is 16 USC 4401 et seq., as amended. The authority for the Neotropical Migratory Bird Conservation Act grant program is 16 USC 6101 et seq., as amended.

General provisions applicable to grants awarded by agencies of the U.S. Department of the Interior, including definitions of terms used in this document, are in [Title 43, Part 12](#) (43 CFR 12), 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.

Cost Principle Docs



#### How To Use This Handbook



CLICK ON THE YELLOW TABS TO GO TO THE RELEVANT APPENDIX. AND READ THE CALLOUTS - THEY HIGHLIGHT IMPORTANT POINTS!

### How 43 CFR, Part 12 Applies to You

For purposes of NAWCA and NMBCA grants, the subparts of 43 CFR, Part 12, apply as follows:

- state, local, and Federally recognized Indian tribal governments - subparts A and C-E;
- institutions of higher education, hospitals, nonprofit corporations, commercial organizations - subparts A and D-F;
- citizens and individuals with permanent U.S. residency status - subparts A and D-F

For the official language of the Acts go to <http://uscode.house.gov/search/criteria.shtml>

For NAWCA, enter Title: 16, Section: 4401

For NMBCA, enter Title: 16, Section: 6101

While Federal agencies and entities are not subject to 43 CFR, Part 12, the use of NAWCA or NMBCA funds by FWS offices is governed by guidance that can be found at <http://www.fws.gov/birdhabitat/Grants/NAWCA/files/InternalGrantStandards.pdf> and in the appendices of this handbook. Guidance for other Federal entities/agencies has not yet been published.

3 Internal Grant Standards

See Section F "Real Property Acquisition" to learn how [49 CFR, Part 24](#) applies to Recipients acquiring any real property interest.

## A. APPLICABILITY AND AUTHORITIES: ADDITIONAL INFORMATION

### Circulars Consolidated

Office of Management and Budget (OMB) circulars concerning grant administration have been consolidated in the Code of Federal Regulations (CFR). In particular, 2 CFR, Government-wide Guidance for Grants and Agreements; Federal Agency Regulations for Grants, contains the following OMB circulars:

- A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR, Part 215)
- A-21, Cost Principles for Educational Institutions (2 CFR, Part 220)
- A-87, Cost Principles for States (2 CFR, Part 225)
- A-122, Cost Principles for Non-Profit Organizations (2 CFR, Part 230)

See Appendix 4 for information about completing financial forms.

### Other Grants Management References

Audits - OMB Circular A-133 Audits of States, Local Governments and Nonprofit Organizations

Cash Advances - Treasury Department Regulations Implementing the Cash Management Improvement Act of 1990 (31 CFR, Part 205)

Debarment and Suspension - 43 CFR, Part 12.913

Real Property Acquisition / Relocation Assistance - 49 CFR, Part 24

### Links to Laws, Regulations, Guidance, and Forms

- Service Manual (FWS), Director's Orders (FWS), Code of Federal Regulations <http://policy.fws.gov/index.html>
- Code of Federal Regulations (direct access) <http://www.gpoaccess.gov/cfr/index.html>
- Public Laws <http://thomas.loc.gov/>
- U.S. Code <http://uscode.house.gov/search/criteria.shtml>
- OMB Circulars <http://www.whitehouse.gov/omb/circulars/index.html>
- Standard Forms (SF) for financial reporting [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html)
- Standard Forms (SF) for grant applications <https://apply.grants.gov/FormsMenu/>
- NAWCA Application Instructions and Cost Eligibility Information
- US Standard Grants, Eligibility <http://www.fws.gov/birdhabitat/Grants/NAWCA/Standard/US/files/EligibilityCriteria.pdf>
- US Standard Grants, Instructions <http://www.fws.gov/birdhabitat/Grants/NAWCA/Standard/US/files/ProposalInstructions.pdf>
- US Small Grants <http://www.fws.gov/birdhabitat/Grants/NAWCA/Small/files/SmallGrantsApplicationinstructions.pdf>
- NMBCA Grants <http://www.fws.gov/birdhabitat/Grants/NMBCA/InstructionsENG.shtml>

SF425

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## B. GRANT AGREEMENT

### B-1 What constitutes a Grant Agreement?

The Grant Agreement consists of a signed Notice of Award and a Grant Agreement Summary Form which incorporates these Standards, the Proposal and any approved amendments, and Recipient's signed Standard Form 424 (SF-424), including required Certifications and Assurances.

### B-2 What Certifications and Assurances are required?

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

By receiving Federal funds, the Recipient agrees to Certifications regarding Proposal Submission, Conflict of Interest, Debarment, Suspension, and other Responsibility Matters, Lobbying, and Drug-Free Workplace, as explained in Appendix A of these Standards.

### B-3 At what point has the Recipient entered into a binding agreement?

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

#### *Does the Construction Assurance Apply to My Project?*

Yes, if you are a NAWCA or NMBCA grantee planning acquisition, restoration, enhancement, or establishment. All of these activities are considered as "construction" for purposes of the SF-424 Assurances.

## Developing the Grant Agreement

When a grant is approved for funding by the [Migratory Bird Conservation Commission](#) (MBCC), the FWS Grant Officer reviews the Proposal and assembles the documents to be included by reference in the Grant Agreement, including any pertinent correspondence between FWS and the applicant. If the Grant Officer finds any problem related to compliance with law, policy, or administrative procedures, he or she will contact the Recipient's project officer to seek a resolution. If there are no problems, or when problems have been resolved, and after all necessary information has been received, the Grant Officer will email the Recipient a PDF of the Grant Agreement. The Grant Administration Standards will also be attached to the email.

It is not necessary for the Recipient to sign the Grant Agreement. The Recipient agreed to abide by the laws, regulations, and policies governing the NAWCA or a grant program when the Assurances associated with the Application for Federal Assistance (Standard Form 424 or SF-424) was signed and submitted with the project Proposal.

SF-424 Assurances can be found at [http://www.grants.gov/agencies/approved\\_standard\\_forms.jsp](http://www.grants.gov/agencies/approved_standard_forms.jsp)

## Funding

The agreement amount is allocated for approved project expenses during the funding period and for qualifying pre-agreement costs incurred after FWS receives the Proposal. Obligations in excess of the agreement amount will not be reimbursed by the FWS.

You will be notified when your grant funds are available, usually on or shortly after the date the grant agreement is approved by FWS.

Any grant funds not liquidated within 90 days of the funding period end date must be returned to the FWS. Those funds will be utilized to fund other projects.



**B. GRANT AGREEMENT** *(continued)*

B-4 Who has the authority to terminate the Grant Agreement?

The Recipient may decline the award or request a delay of the execution date by written notice to the U.S. Fish and Wildlife Service (FWS) Grant 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. The FWS may also terminate this award with the consent of the Recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Recipient may terminate the award upon sending to FWS written notification setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if FWS determines in the case of partial termination that the reduced or modified portion of the Grant Agreement will not accomplish the purposes for which the grant was made, it may terminate the grant in its entirety. In any partial termination of an award, FWS must consider the Recipient’s responsibilities for property management (if any) and to submit financial, performance, and other reports required by this document.

See H-1 for information about when to get prior approval.

**Shout it Out**

PL 100-463, Section 8136, requires grantees to provide the percentage and dollar amount of Federal and non-governmental funding in a project in any statement, press release, request for Proposals, bid solicitations, and other documents pertinent to the project.

If declining the award, your written notification must state that you no longer wish to receive the award.

See Section I. Noncompliance.

**The Grant Agreement Defines a Successful Project**

Recipients are held accountable for achieving all of the acres, financial match, and activities defined in the Grant Agreement.

In a successful project . . .

- Habitat objectives are fully met by activity and habitat type. (Also see Sections H “Modifications” and I “Noncompliance”.)
- Match is provided as committed in the Grant Agreement or as modified during the project. (Also see Section D “Financial Administration”.)
- Reports are timely and complete. (Also see Section C “Reports and Other Documents”.)

Without prior approval and formal modification of the Grant Agreement, achieving less than 100% of habitat, financial match, and activity objectives can result in a reduction of the award amount. Talk to your FWS Grant Officer about changes in your project throughout the funding period.

## C. REPORTS AND OTHER DOCUMENTATION

C-1 What reports and other documents are required before the Grant Agreement is 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-9 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, the Secretary of the Interior (or his or her designee) must make a finding that the real property interests should not be included in the National Wildlife Refuge System. The Recipient must obtain an additional such finding if a tract not included in the Proposal is targeted for acquisition.

(d) Documentation from FWS Regional Offices or field stations demonstrating that contaminants will not preclude the incorporation of those lands acquired in the

*(Continued next page)*

Item (c) applies only if a property is not within a Refuge acquisition boundary.

NEPA,  
NHPA  
Language

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### Clearances Required by NAWCA

**NHPA** Grantees must obtain documentation demonstrating full compliance with 36 CFR, part 800, which implements the National Historic Preservation Act (NHPA), before initiating any on-the-ground activity in the project. Normally, a letter from the FWS Regional Historic Preservation Officer (RHPO) or his or her designee, and one or more letters from the State Historic Preservation Officer (SHPO), as directed by the RHPO, are required. The clearance process typically takes 1 to 6 months.

**NEPA and ESA** A letter from the FWS Regional Office or other documentation must demonstrate compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) for all acquisition and work sites in the final project area.

**Contaminants Surveys** Copies of contaminants surveys or documentation from the FWS Regional Office or field station must demonstrate that contaminants will not preclude the incorporation of those lands acquired in the project into the National Wildlife Refuge System. (Applicable only if the project will acquire Refuge lands.)

*DBHC has assumed primary responsibility for initiating clearances for NMBCA projects. However, you may be asked for additional information.*

### Who Gets These Clearances and When?

**NAWCA Standard:** After Proposals are recommended for funding, the Division of Bird Habitat Conservation (DBHC) asks FWS Regional Directors to document compliance with NEPA, ESA, Refuge certification, and contaminant requirements. NEPA clearance and Refuge certification must be received by DBHC before grants can be forwarded for approval by the Migratory Bird Conservation Commission (MBCC). **Recipients should check to ensure that documentation has been received and is in order for MBCC approval.** NHPA clearance and, if applicable, contaminants survey results, may or may not be submitted by Regional officials before the MBCC meets, but this information is required before the Grant Agreement is issued. DBHC will tell you if this information is needed. See Sections F-1 and H-1 about requirements for modifications during the funding period.

**NAWCA Small:** After grants are approved by the North American Wetlands Conservation Council (NAWCC, or the Council), DBHC requests documentation from the Regions addressing project clearances for NEPA, ESA, NHPA, Refuge certification, and, if applicable, contaminant requirements. These clearances must be received by DBHC before the Grant Agreement is issued.

**NMBCA:** All pertinent requirements are initiated by DBHC before the Grant Agreement is issued. However, additional information may be requested.

**C. REPORTS AND OTHER DOCUMENTATION** *(continued)*

C-1 *(continued)*

project into the National Wildlife Refuge System (applicable only if such lands will be acquired in the project).

C-2 What reports and other documentation does the Recipient have to provide during the funding period?

Performance Report

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(a) The annual reporting period is dependent on the award’s performance start date. The performance period for interim reports ends on the last day of the quarter that includes the anniversary of the project start date. Annual performance and financial reports must be submitted to the Grant Officer 90 calendar days after the interim report end date. The table below shows the schedule of reporting. All reports are cumulative.

SF 425

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(b) Annual financial status must be reported on Standard Form 425 (SF-425). 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 below), and should include any approved and eligible old match and in-kind match (NAWCA only) and pre-agreement costs. If a separate subaward is issued by FWS Division of Bird Habitat Conservation (DBHC) for the project, the subrecipient must submit a separate SF-425 reporting only their grant fund expenditures.

**What are Reporting Responsibilities for Subrecipients that are Federal Entities?**

When FWS or any other Federal agency is a subrecipient of a NAWCA or NMBCA U.S. grant, the primary Recipient is responsible for providing all reports to DBHC. Subrecipients and primary Recipients should coordinate to make sure that all habitat accomplishments are provided in reports. The primary Recipient will provide financial reports for the NAWCA grant and match shown on their Grant Agreement.

Additionally, any subrecipient that is a Federal entity must provide a separate SF-425 showing the use of grant and match (if any) funds for the part of the project for which the agency received separate funding. The subrecipient’s SF-425 should be sent to the primary Recipient and submitted with the annual and final reports.



**If the funding period of a project is extended, the reporting responsibilities are extended as well.**

Award Performance Start Date	Annual Interim Report End Date	Annual Interim Report Due Date (90 days after report end date)
January 1	December 31	March 31
January 2- March 31	March 31	June 29
April 1	March 31	June 29
April 2- June 30	June 30	September 28
July 1	June 30	September 28
July 2- September 30	September 30	December 29
October 1	September 30	December 29
October 2 – December 31	December 31	March 31

## C. REPORTS AND OTHER DOCUMENTATION *(continued)*

C-2 *(continued)*

(c) Real property acquisition documentation must be submitted with Annual or Final Reports for any transactions completed during the reporting period.

(d) If the Recipient chooses the ability to receive advance payment of Federal funds through the electronic funds transfer process, quarterly financial reports are required during the entire project period. Quarterly reports are required if you have selected the *option* to request advances, even if you do not exercise this option. In addition, a quarterly report must be submitted each quarter regardless of whether you have expended any grant funds during that quarter. The quarterly interim reporting period always ends December 31, March 31, June 30, or September 30. We must receive quarterly interim reports no later than 30 calendar days after the last day of each quarterly interim reporting period (see table below for reporting schedule). Federal Cash Transactions must be reported quarterly on the SF 425 and e-mailed to your NAWCA grant officer. You will use one type of Federal Financial reporting form for duration of your grant, but different information is required for annual and quarterly reports. For quarterly reporting, fill out sections 1-9, section 10 a-c, and certify in section 13. If any of your grant funds have been drawn down but not expended, an explanation of how long you have had the funds and why should be entered in section 12.

Quarterly financial reports are due on the following dates:

If the recipient chooses to receive reimbursements only, no quarterly report is required.

# LOOK

**Real property acquisition documentation must be submitted for each property interest funded by grant or match funds.**

See Section D-9 regarding NHPA documentation for matching in-kind contributions or old match (allowable only in NAWCA projects).

### Late Reports

If you can't submit a report (performance or financial) by the due date, notify the Grant Officer as soon as possible by email. Request an extension of the report due date, not to exceed 30 days beyond the original due date. You'll be notified by email if the proposed extension date is approved.

Department of Interior policy states that a grantee is considered noncompliant if reports are not submitted in a timely manner. Sanctions for late reports may include (a) withholding of cash payments pending receipt of the required reports; (b) denying use of grant and/or matching funds for all or part of the cost of the activity or action not in compliance; (c) whole or partial suspension or termination of the current award for the recipient's or subrecipient's program; and (d) withholding of further awards for the program until the required reports are received; or other legal remedies.

Reporting Quarter	SF-425 due date
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30
October 1 – December 31	January 30

## C. REPORTS AND OTHER DOCUMENTATION *(continued)*

### C-2 *(continued)*

(e) Recipients of awards that include any funds obligated by FWS on or after October 11, 2011, are required to report executive compensation and subaward information under the Federal Funding Accountability and Transparency Act (FFATA).

Recipients must report the following information:

(1) The FFATA Subaward Reporting System (FSRS.gov) is the system that allows grant award and contract award recipients to electronically report their sub-award activity. Recipients must report using their DUNS number, and the DUNS number(s) of their sub-awardee(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 U.S.C. §§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:

(1) name of the entity receiving the award;

(2) amount of the award;

(3) 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;

### Questions about FFATA?

Go to the FFATA Subaward Reporting System website at [www.fsrs.gov](http://www.fsrs.gov).

## C. REPORTS AND OTHER DOCUMENTATION *(continued)*

### C-2 *(continued)*

(4) location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;

(5) unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and

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>.

Performance Report

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C-3 What information must the Recipient include in an annual performance report?

Annual performance reports must include:

(a) A comparison of cumulative actual accomplishments with proposed objectives, for both grant and match-funded activities. The comparison should include a listing of the objectives and description of the extent of accomplishment for each objective. If DBHC has issued a subaward to a Federal entity for the project, the accomplishments of the subrecipient should be included in the performance report that is submitted by the Recipient.

(b) A budget table comparing proposed and cumulative actual grant and match expenditures by partner.

(c) for Standard Grant NAWCA Projects only, a comparison of the acres achieved compared with the acres described by category in the responses to Technical Assessment Questions 4 and 5 of the Proposal, and an explanation of any differences.

# LOOK

**If the funding period of a project is extended, the reporting responsibilities are extended as well.**

### Cumulative Reports

All reports should be cumulative. Don't report only the most recent year of a project. The information provided should reflect all project costs and activities from the beginning of the project through the reporting period shown on the financial status report. For NAWCA projects only, if old match was included as part of the project, information related to that match should be reported starting with the first annual (interim) report.

Documentation of any real property interest acquired during the previous year should be provided with the annual report. See Section F and Appendix 8 for real property documentation requirements.

## C. REPORTS AND OTHER DOCUMENTATION *(continued)*

C-4 What reports and other documentation must the Recipient provide at the end of the funding period?

(a) A final performance report must be received by the Grant Officer within 90 days of the end of the funding period.

(b) A final financial status report on Standard Form 425 must be received by the Grant Officer within 90 days of the end of the funding period.

(c) 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 created with grant or matching dollars or accepted as in-kind matching contributions as part of the project. If possible, use WGS 1984 projection data.

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

(e) An inventory of all equipment acquired by the Recipient with Federal funds.

(f) An inventory of unused supplies if the total aggregate value upon completion of the Project exceeds \$5,000.

C-5 What information must be included in a final performance report?

The final report must include all of the information required in the annual performance report covering the entire Project period (including old match in NAWCA projects). In addition, for Standard Grant NAWCA projects only, the report must also 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.

SF 425

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Acquisition  
Document  
Require-  
ments

8

Equip.  
Inventory

9

Perfor-  
mance  
Report

7

### Equipment Inventory

Equipment is tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A State, Commonwealth, Territory, or the District of Columbia may inventory equipment acquired under a grant according to its own laws and procedures. Other Recipients must take a physical inventory of equipment acquired with grant or match funds or received as a matching in-kind contribution and submit that inventory with the final report.

For example, binoculars purchased for \$150 a pair or a computer purchased for \$3,600 would not be included on a final inventory report. However, a tractor bought with \$20,000 of grant and match funds would be listed.

### Inventory of Unused Supplies

The Recipient must send with the final performance report an inventory of unused supplies if the total aggregate value upon completion of the project exceeds \$5,000. The Recipient must indicate whether: (a) it needs the unused supplies for any other Federally sponsored project or program and provide the Federal name, address, telephone number, and a contact person for each project or program; (b) it needs the unused supplies for non-Federal sponsored activities; or (c) it intends to sell the unused supplies.

**There are extra reporting requirements if you buy equipment as part of your project. See Section E for more information about equipment and supplies.**

## C. REPORTS AND OTHER DOCUMENTATION *(continued)*

### C-5 *(continued)*

The tract table must include latitude and longitude (lat/long) information for properties involved in the Project. The coordinates should be taken at the primary entrance to the property using NAD 83 datum, and reported in decimal degree or degree-minute-second format.

### C-6 May reporting deadlines be extended?

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 Grant 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 Project period.

### C-7 What documentation must be available for FWS monitoring?

The Recipient must have access to thorough records of all grant and match expenditures and supporting documentation for those expenditures. Recipient 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. See J-4 for additional information regarding responsibilities when monitored.

### C-8 How long must project records be retained?

All project records must be retained for at least 3 years from FWS receipt of a complete final report and all required supporting documentation.

**Remember, all reports must be cumulative and should include information from subawards, if applicable!**

## Acknowledging Grant Funding

Recipients and subrecipients do not need prior approval from FWS to issue news releases or publish information about a NAWCA or NMBCA project. However, any released or published material must acknowledge that funding was provided in part by NAWCA or NMBCA. See also next page.

For more information on monitoring, see section J and Appendix 15.



## C. REPORTS AND OTHER DOCUMENTATION: ADDITIONAL INFORMATION

### Photographs /Video Documentation and Logo Usage

The Recipient must send the following as specified:

#### 1. Project Photographs and Video Documentation

A. Five (5) photographs must be submitted (2 with first annual report, 5 total by the date of submission of the final report), in one of the following formats:

- o Digital photographs (JPG or TIFF, resolution 300 dpi and at least 1024x768 pixels),
- o Slides (minimum 125mm x 175mm), or
- o Professionally processed prints (minimum 5" x 7").

Photos must be relevant to the implementation of the project and focus on people, birds, and habitat as subjects.

B. Submission of video is optional. Acceptable formats are MOV or WMV. High Definition footage is preferred.

C. Required metadata: 1. photo caption (**photo subject, location and name of person(s) or species depicted if applicable**), 2. photographer credit, 3. contact information for the owner of the photograph/video (**if different from grantee**).

D. Copyright:

The provider affirms that any artwork, graphic design, photo, audio, video or other product(s) submitted to USFWS, was created by him or herself alone in his or her private capacity and automatically qualifies for a U.S. copyright - if others were involved in its creation the provider affirms that he or she has their permission to put into the public domain. The provider agrees to irrevocably dedicate that or those copyrights to the public domain. As a result of being in the public domain, the USFWS, or anyone else, may freely publish, reproduce, use and/or distribute these products in any media without the provider's approval or permission, with no monetary compensation to the provider and without temporal or geographic restriction.

However, if the USFWS uses any of these products, it agrees to credit the provider. If the foregoing representation concerning copyright ownership is determined to be incorrect or false, resulting in the USFWS or the U.S. Government being sued for copyright infringement, the provider agrees to indemnify the USFWS and/or the U.S. Government for any resulting expenses arising from defending and/or settling such litigation.

#### 2. Logo Usage

Grantees must acknowledge NAWCA or NMBCA support in publications, reports, news releases, and other public outreach materials. The FWS logo must be printed on all grant products when possible. Photo-ready and vector format logos are available upon request. Use of the FWS logo must be approved by the USFWS External Affairs office for projects within the United States. These requests should be sent to Rachel Penrod at [rachel\\_penrod@fws.gov](mailto:rachel_penrod@fws.gov) with a CC to Mark Newcastle at [mark\\_newcastle@fws.gov](mailto:mark_newcastle@fws.gov) and the grant officer. Exceptions: The FWS logo must NOT be printed on vehicles or apparel.

## STANDARDS

## ADDITIONAL INFORMATION

**D. FINANCIAL ADMINISTRATION****D-1** What is the funding period?

The funding period will be designated in the Agreement and last no more than two years unless it is extended. The terms “grant period” and “project period” are considered synonyms for the funding period.

**D-2** May the Recipient or subrecipient incur pre-agreement costs before the funding period?

FWS authorizes pre-agreement costs only if such costs:

- (a) do not exceed the amount of the grant funds as awarded in the Agreement;
- (b) are necessary to accomplish the objectives of the project by the end of the funding period;
- (c) fund activities listed in the Proposal for accomplishment with grant funds;
- (d) have not been incurred before the date that FWS receives the Proposal from the Recipient (see Section F-2 for costs incurred in purchase of real property); and
- (e) are allowable to the extent that they would have been allowed if they had been incurred during the funding period.

By definition, pre-agreement costs occur before a signed Grant Agreement, and therefore they are incurred at the applicant’s risk. Upon completion of a signed Grant Agreement, this section constitutes prior written approval for any pre-agreement cost that qualifies under its provisions.

NAWCA is not obligated to reimburse pre-agreement costs if any governmental action beyond its control, such as a budget rescission, prevents such reimbursement.

**SF-425 Funding/Grant Period**

All grant and matching funds must be obligated during the funding period and all matching in-kind contributions must be received during the funding period.

Therefore, in Box 8 Funding/Grant Period of the SF-425, the beginning date should always be the first day of the funding period, the day the Grant Agreement is approved by FWS. In-kind match acquired or accomplished before that date (see the definition of old match) becomes part of the project on the first day of the funding period.

If these U.S. Grant Administration Standards apply to your grant, qualifying pre-agreement costs are approved.

**Pre-agreement Requirements**

Pre-agreement activities that will be reimbursed with NAWCA or NMBCA funds must comply with the following:

- land acquisition requirements;
- the National Historic Preservation Act for any activity that may result in soil disturbance;
- the NAWCA requirement, not applicable to NMBCA projects, that the Secretary of the Interior must determine that any interest in real property acquired with Federal funds, where title will be held by a non-FWS entity, need not be included in the National Wildlife Refuge System (property to be purchased is not within an established Refuge boundary);
- requirements for contaminant surveys on real property for which FWS will hold title;
- other Federal laws, executive orders, regulations, and policies applicable to NAWCA or NMBCA, including the National Environmental Policy Act and the Endangered Species Act; and
- State and local laws and regulations.

See Section F

**D. FINANCIAL ADMINISTRATION** *(continued)*

D-3 When must grant funds and matching contributions be obligated?

Grant funds and matching contributions must be obligated during the funding period, except any eligible pre-agreement or match costs (See Sections D-2 and D-8) which may be obligated prior to the funding period. A Recipient or subrecipient obligates funds (i.e., incurs costs) on the earlier of placing an order, signing a contract, receiving goods or services, or carrying out similar transactions during a given period that will require payment during the same or a future period (not to exceed ninety days after the funding period). For acquisitions of a real property interest, funds are considered obligated when costs are incurred at the time of closing/property settlement, and title is taken. All matching cash and eligible in-kind contributions must be obligated for the authorized purpose of the project by the end of the funding period.

In previous versions of the Standards, costs were considered incurred at the time the price was set, such as at the signing of a purchase agreement.

**Contractor slow? Don't chance it.**

Work must be completed by the project end date. If there is not time to complete all work during the project period, you must request a project extension.



**All work must be completed by the project end date.**

D-4 Does the Recipient or subrecipient have to complete all the work on the project during the funding period?

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

**Acres finished, but money left over?**

If you have accomplished your habitat objectives, a project extension will not be granted merely for the purpose of using unspent funds.



**91 days after the project end date, grant dollars turn into pumpkins . . .**

All grant funds must be drawn down or invoiced by the Recipient within 90 days after the end of the funding period, the date by which all financial records must be finalized and submitted to FWS. If not, any remaining grant funds will be returned to FWS.

**D. FINANCIAL ADMINISTRATION** *(continued)*

- D-5 Is the use of matching contributions subject to the same requirements as the use of grant funds?

Unless otherwise specified in these Standards, both grant funds and matching contributions are considered part of the Project and subject to the same requirements.

**MATCH = GRANT is shorthand for saying that project costs paid with matching funds are subject to the same regulations and rules as costs paid for with grant funds. Both funding sources are necessary to pay the costs of the project, so both are bound by the same cost principles. In rare cases, Proposal selection policy declares a cost ineligible for NAWCA or NMBCA purposes, even though it is eligible according to the cost principles. Such policy is always more restrictive than the cost principles.**

- D-6 What is allowable match for a NMBCA project in the United States?

For NMBCA project activities in the United States the matching contribution must be cash only. Cash means the Recipient or subrecipient's cash outlay, including the outlay of money contributed to the Recipient or subrecipient by third parties, to be expended after the date the Proposal is submitted, and that complies with the applicable Federal Cost Principles in 2 CFR Parts 220, 225, and 230. Matching cash must be contributed to or by a Recipient or subrecipient 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 projects in the United States.

**NMBCA Activities in the U.S.**

The match for grant-funded activities in the U.S. must be in cash. If costs are incurred before the Proposal date, that cost is defined as in-kind match, and is, therefore, ineligible.

**Important Match Facts**

- All match provided by the Recipient or sub-recipients must comply with the applicable cost principles.
- Match cannot have been used to match other Federally funded projects, not even previous phases of NAWCA or NMBCA projects.
- Federal funds cannot be used as match for NAWCA or NMBCA projects.
- Match can be provided up to two years prior to January 1 of the year FWS receives the Proposal and is referred to as "old match". (See D-8)
- All match obligated before FWS receives the Proposal (old match) is considered a matching in-kind contribution.
- In-kind match provided before FWS receives the Proposal is not subject to Section 106 of the National Historic Preservation Act, but intentional disturbance of a historic or archaeological site may have project implications.
- Property contributed as in-kind match before the Proposal is received by FWS is not subject to the relocation assistance and real property acquisition requirements. (See D-10)
- In-kind match must be received by the end of the funding period. All matching cash must be obligated by the end of the funding period.
- The match achieved by the end of the funding period must at least equal the match committed in the Grant Agreement. (See D-11)

## D. FINANCIAL ADMINISTRATION *(continued)*

- D-7 If the Recipient or subrecipient generates match contributions in excess of the project's approved match-grant ratio, may this be used as match in a future grant Proposal?

For Standard Grant NAWCA projects 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:

- (a) The excess match must accomplish more acquisition, restoration or enhancement 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 or subrecipient, such as a natural disaster, leading to unique efforts by the Recipient or subrecipient to accomplish Project objectives, may be considered on a case-by-case basis).
- (b) The excess match cannot result from cost overruns on activities required in the Grant Agreement (but see D-7(a)) 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.
- (c) 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.
- (d) The additional acres must be specified as "excess" in the documentation provided in reports for the original NAWCA grant.
- (e) All acres must be protected as part of the original NAWCA grant.

### Excess Match

Whether or not you can use excess match depends on whether or not you did excess work. For example . . .

A Proposal states that the project will accomplish 300 acres of acquisition, and 200 acres of restoration. The match committed is \$1,000,000 and the grant amount is \$1,000,000.

During the project, the partners discover that land prices have increased since the Proposal was written. To buy 300 acres, they will have to pay \$100,000 more than they anticipated. At the same time, they find they can restore 250 acres, instead of just 200, and the extra cost will be only \$10,000.

*Can any of the \$110,000 spent above the proposed match amount be used as match for a grant that will be submitted for the same project area the next year?*

The extra \$100,000 spent to buy the 300 acres cannot be used as match for the new grant. The partners accomplished only what they said they would do and what was required by the Grant Agreement (300 acres). The extra \$100,000 was needed to meet the objectives of the original grant and must be allocated to that grant only.

The \$10,000 in match funds spent to restore 50 acres more than what the agreement required can be used for a future NAWCA project in the same area (if it meets all other matching requirements). The extra \$10,000 is linked to the "extra" 50 acres, not to the 200 acres required by the original grant. Although these extra acres are counted as accomplishments of the original grant, the excess \$10,000 in match isn't allocated to the original project. The accomplishments it paid for (the extra 50 acres) weren't required for that project.

## D. FINANCIAL ADMINISTRATION *(continued)*

D-7 *(continued)*

(f) 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, unrelated grant.

D-8 How old can matching in-kind contributions be?

For NAWCA Projects only, 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.

D-9 What documentation is required to ensure compliance with Section 106 of the National Historic Preservation Act for matching in-kind contributions (ineligible in NMBCA grants) acquired or performed before the FWS receives a NAWCA Proposal?

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 a NAWCA Proposal. However, if the Recipient or subrecipient 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 other steps as appropriate to ameliorate the disturbance.

### U.S. Standard Grants Only:

An applicant may request that a new award be a continuation and expansion of an existing grant agreement if it funds the same work in the same area **and if the original agreement was executed no more than 24 months before the current proposal deadline.**

#### Factors in Consideration of a Programmatic Proposal Request

An applicant must justify any requests for programmatic agreements. Request are evaluated based on factors including (but not limited to):

- If the new proposal is part of a long-term strategic planning and programmatic effort
- The length of the existing agreement
- Progress on the existing agreement
- Prior performance of Grantee and Project Officer

Match funds for each grant proposal must be eligible for use in that grant as a stand-alone project or be part of a previously approved MCP. Programmatic projects *cannot* be extended for more than 6 years and no more than 3 separate grant proposals may be incorporated into a single grant agreement. A newly awarded phase will not be added to an existing agreement more than 36 months after the issuance of the original agreement.

For example, a proposal submitted anytime during 2011, eligible match costs could have been incurred as early as January 1, 2009.

### Other Documentation Requirements for Old Match

Although NHPA is not required, old match documentation must show that the cost was reasonable, allowable, and allocable to the project. See Appendix 8 for documentation requirements for real property.

See question C-1 for NHPA documentation required for grant and match activities that occur during the funding period.

**D. FINANCIAL ADMINISTRATION** *(continued)*

D-10 Are acquisition costs that are incurred before the FWS receives the Proposal and used as matching in-kind contributions (ineligible in NMBCA grants) subject to the relocation assistance and real property acquisition requirements of 49 CFR, Part 24?

Acquisitions made before the Grant Agreement was approved are not subject to the relocation requirements of 49 CFR, Part 24. See Section F for documentation requirements.

Acquisition Document Requirements **8**

Acquisition costs of matching in-kind contributions incurred before the FWS receives a NAWCA 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 43 CFR, Part 12.

D-11 What constitutes satisfactory compliance with matching commitments?

At the end of the funding period, the matching contributions must at least equal the amount committed by the Recipient in the Grant Agreement.

D-12 Who may contribute matching cash or, for NAWCA only, in-kind contributions to a project?

All Recipients and their partners may contribute matching cash or, for NAWCA only, 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.

**Rules for Match Compliance**

- The achieved match-to-grant ratio must be equal to the ratio in the Grant Agreement or as formally modified during the project period.
- All real property match must be documented. (See Section F and Appendix 8)
- All match costs must be reasonable, allocable and allowable.

**Other Things to Remember About Match**

- The Recipient, not the partner offering match, will be held responsible for ensuring that match contributions equal match commitments.
- Shortfalls in match can be covered by any approved partner.
- If partners not included in the Proposal bring match to the project, contact your Grant Officer. A modification of your Grant Agreement may be required.

**Not Sure About Quasi-Federal Match?**

For information about using funds from the Bonneville Power Administration, Tennessee Valley Authority, Coastal Resource Improvement Program, or Indian Self-determination and Educational Assistance Act of 1975 as match, go to "Additional Information" at the end of this section.

## D. FINANCIAL ADMINISTRATION *(continued)*

### D-13 What is program income?

Program income is income directly generated by any Project activity, or earned only as a result of the Grant Agreement during the funding period. By definition, program income is that income received by the grant Recipient itself, if the grant Recipient is an institution of higher education, hospital, or other non-profit organization (43 CFR 12.902); or received by the Recipient or subrecipient if it is a state or local government (43 CFR 12.65 (b)).

### D-14 Should “net” or “gross” income be used when calculating and reporting program income?

Either “net” or “gross” program income can 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 (43 CFR 12.65(c), 43 CFR 12.924(f)). 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.

### D-15 How may the Recipient use program income?

Federal regulations identify three ways to use program income: deduction, addition, and cost sharing or matching (43 CFR 12.65(g), 12.924(b)).

(a) Unless otherwise specified, the Recipient must use the deductive method (subtracting the program income from the amount awarded).

### Examples of Program Income

- Farming income realized from agricultural leasing of a tract purchased with NAWCA grant or match funds.
- Hunting lease income realized from a tract purchased with NAWCA grant or match funds, or, potentially, restored with grant or match funds. For example, if the restoration of wetland habitat led to the lease of the area for waterfowl hunting, the annual lease fee would be program income.
- Timber harvest proceeds from a tract purchased with grant or match funds. FWS permission must be obtained if timber harvest is not compatible with the NAWCA project purpose.
- Any other rental, entry, or use fees obtained from a property purchased with NAWCA grant or match funds.



**Any program income you earn during the grant period will be deducted from your award amount, UNLESS you ask for authorization to use the additive method.**

**If the deductive method is used, the total reduction in grant and match is equal to the amount of program income, with each reduced in proportion to the match-to-grant ratio in the award agreement. Under the additive alternative, program income is added to the total project cost, rather than subtracted from the award and match amounts. In either case, the program income must be used on the project for project purposes during the funding period.**



## D. FINANCIAL ADMINISTRATION *(continued)*

D-15 *(continued)*

(b) If the Recipient desires, the Service will authorize the Recipient to use the additive method (adding the program income to the funds committed to the Grant Agreement). The program income must be used for the purposes and under the conditions of the Grant Agreement.

(c) DBHC will not authorize use of program income for cost sharing or matching purposes.

D-16 How is income generated outside the funding period handled?

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.

### Which line on the SF 425?

If you choose the “deductive” alternative, report program income on line 10. c. of the SF-425.

To report Program Income using the “addition alternative” on line 10. r.

**Do not** include such program income as part of “Federal outlays” on line 10. j. Never put program income on line 10. g., since it can’t be used as match for NAWCA or NMBCA funds.

Remember, other Federal awards, shares or grants should never be listed as program income on the SF-425.

### How to Request Additive Authorization



“Additive authorization” allows you to add program income realized during the funding period to your award funds. As soon as you are aware that your project will generate program income, e-mail your Grant Officer requesting authorization to use the additive alternative for program income. Provide the grant name and number, the source and estimated amount of the anticipated program income. The Grant Officer will respond by email. Additive program income should be reported on the appropriate line of the SF 425 A Financial Status Form (see below).

### Match and Program Income Questions

*Must program income be matched if it is added to the project (additive method)?* No, the program income simply makes the total project larger by adding it to both the grant and match.

*Does the match obligation decrease if the award amount is reduced by deducting program income to a project (deductive method)?* Yes, both the grant and match amounts are reduced in proportion to the match-to-grant ratio, so that the combined reduction is equal to the amount of program income. Whichever method is used, make sure you provide this information in your final report.

## D. FINANCIAL ADMINISTRATION *(continued)*

D-17 What can the Recipient or subrecipient acquire using grant funds?

Grant funds may be used to acquire those things that are necessary for the purpose described in the Grant Agreement and that are reasonable, allowable, and allocable as explained in the Cost Principles and NAWCA or NMBCA application instructions, and eligibility criteria.

Cost  
Principle  
Docs

2

### Cost Rules and Principles

Eligibility cost rules found in Proposal application instructions and the Federal Cost Principles apply to all project costs (a) paid for with grant funds or matching cash from any partner, and (b) accepted as matching in-kind contributions from any partner.

Recipients and subrecipients that are institutions of higher education, non-profit organizations, commercial organizations, or individuals must have written procedures to show how they determine reasonableness, allocability, and allowability of project costs [43 CFR 12.921(b)].

#### Not Allowed and Often Overlooked:

Under NAWCA and NMBCA, neither grant or matching funds can be used for:

- Salary for permanent Federal employees;
- Federal travel;
- contingency reserves or funds; or
- real property taxes, if paid by a nonprofit organization when exemptions were available to the nonprofit organization.

Additionally, NAWCA grant and matching funds cannot be used:

- to acquire, construct, remove, or repair buildings or other structures unnecessary for wetlands conservation purposes; or
- for routine operations and maintenance, salaries, and costs.

### The Big Three

#### Reasonable

A cost is considered reasonable if, in its nature and amount, it

- does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost, and
- is recognized as ordinary and necessary for the project, i.e., an appraisal is necessary for an acquisition.

#### Allocable

A cost is allocable to an award if it:

- is incurred specifically for the award,
- benefits both the award and other work and can be distributed in reasonable proportion to the benefits received, or
- is necessary to the overall operation of the organization, even though a direct relationship to a particular cost objective can't be shown (costs included in an indirect cost base).

An allocable cost may not necessarily be allowable or reasonable.

#### Allowable

An allowable cost must be:

- allocable to the award,
- necessary and reasonable for the project's scope of work,
- treated consistently as a direct or indirect cost,
- determined according to generally accepted accounting principles,
- net of all applicable credits,
- not included as a cost or used to meet the matching requirements of another Federal award (unless specifically permitted by Federal law or regulation),
- adequately documented,
- authorized or not prohibited under state or local laws and regulations,
- in conformance with applicable cost principles, Federal laws, award conditions, or other governing regulations, and
- consistent with the Recipient's policies, regulations, and procedures.

## D. FINANCIAL ADMINISTRATION *(continued)*

D-18 If a project involves easement acquisition during the Project Period, is FWS approval required before grant funds may be drawn?

FWS 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 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 for any changes to previously approved language in an easement. Easements without FWS approval may be disallowed as grant or match activities.

D-19 Are indirect costs, facilities costs, and direct overhead and administrative costs allowable?

These costs are allowable for both grant funds and matching funds. These costs must be calculated by an acceptable method including negotiated indirect cost rate, directly charged administrative costs, or direct allocation method.

**Indirect Costs calculated on costs associated with other Federal awards are not allowable.**

### Indirect Cost Rate Information

An Indirect Cost Rate is negotiated with a cognizant Federal agency (the agency from which you receive the most funding). Your rate will be determined by what is included in your "cost base". It must be renegotiated annually and can change from year to year. The rate charged for project expenses will depend on when those expenses were incurred or paid, depending on your accounting system. Once a rate is approved, it must be used for all of your Federal grants and contracts.

For more information about how indirect cost rates are negotiated, calculated, and updated, go to <http://www.nbc.gov/icsprep.html>. Also see Additional Information at the end of the Financial Administration section.

## D. FINANCIAL ADMINISTRATION *(continued)*

D-20 What is required for the Recipient to receive Federal funds?

(a) In order to receive Federal funds, the Recipient must register with the Federal Central Contractor Registration at <https://www.bpn.gov/ccr/default.aspx>. Recipients must maintain their registration annually.

(b) The Recipient must be able to request advance payment and reimbursement and receive Federal funds through the through the Automated Standard Application for Payments (ASAP) system, an electronic funds transfer process administered by the U.S. Department of the Treasury.

D-21 What funds must be spent before the Recipient may draw down grant funds?

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

D-22 Must the Recipient deposit Federal cash advances in interest-bearing accounts separate from other funds?

The Recipient must deposit Federal cash advances in interest bearing accounts unless (a), (b), or (c) apply:

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

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year.

### Central Contractor Registry (CCR) Registration and System for Award Management (SAM):

The System for Award Management (SAM, [www.sam.gov](http://www.sam.gov)) has combined Federal procurement systems and the Catalog of Federal Domestic Assistance (this system has replaced the CCR system). Grantees must register and maintain a current registration in the SAM until they submit the final report or receive the final payment, whichever is later. The grantee must review and update its SAM information at least annually after the initial registration.

**Recipients must also have a Data Universal Numbering System (DUNS). You do not need a DUNS number if you are an individual connected to a business you own or operate. Dun and Bradstreet issues the DUNS number to federal grant applicants free of charge online at <http://fedgov.dnb.com/webform>.**

### When Can Funds Be Received?

- FWS will send you an “ASAP Enrollment Form”. The completed enrollment form must be submitted directly to the Grant Officer.
- If you have an existing ASAP account with another Federal agency or another Department of the Interior bureau, your program officer will provide the “ASAP Participation Request” form.

## D. FINANCIAL ADMINISTRATION *(continued)*

### D-22 *(continued)*

(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.

These requirements may not apply to States, State universities and hospitals, federally recognized Tribes, and local governments. (See 43 CFR 12.61)

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.

### D-23 May the Recipient keep the interest earned on Federal cash advances?

The Recipient's status determines whether or not earned interest may be kept. For this purpose, a Recipient belongs in one of three categories: State; Tribal or local government; and all others.

(a) States are not required to deposit Federal cash advances in an interest-bearing account. States that are not subject to a Treasury-State agreement have no interest liability to the Federal government whether or not they earn interest on Federal cash advances. However, if a Treasury-State agreement is in place, States incur an interest liability from the day Federal funds are credited to the account to the day funds are disbursed for the project or credited to a Federal Government account as a refund, whether or not they deposit their Federal grant funds in interest-bearing accounts.

### Payments: Advance or Reimbursement?

You can decide if you will require cash advances from your grant or if your organization can expend its own funds for grant activity costs be reimbursed. If your organization would like the ability to receive advances of grant funds (as opposed to reimbursement only), you will be responsible for filing quarterly financial reports with your FWS Grant Officer. You must notify your FWS Grant Officer prior to your grant agreement being issued if you will require cash advances.

### How to Return an Improper Payment or Remit Interest Earned on an Advance

You may:

- A. Enter an ACH return in ASAP.gov ([ACH Instructions Funds in ASAP](#)) within 32 days of original payment; or
- B. Use Fedwire through your bank. If you are returning payment to a funding account other than the one from which the payment was made, you must tell your bank which account to credit; or
- C. Return funds to the Service by paper check. This process should be used as a last resort if (a) or (b) is not possible. Contact your Service project officer for more information regarding option (c).

## D. FINANCIAL ADMINISTRATION *(continued)*

D-23 *(continued)*

(b) Federally-recognized Tribal Recipients and local government Recipients are not required to deposit Federal cash advances in an interest-bearing account. They may retain interest amounts up to \$100 per year for administrative expenses, if they do deposit funds in an interest bearing account. Interest on Federal cash advances above \$100 must be remitted promptly, but at least quarterly, to the FWS.

(c) All others may retain up to \$250 of interest earned annually on Federal cash advances. The amount retained may be used for administrative expenses. Interest on Federal cash advances above \$250 must be remitted promptly, but at least quarterly, to the FWS.

D-24 How long does a Recipient have to disburse or refund money obtained as a Federal cash advance?

(a) 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.

(b) If a Recipient draws down funds but is unable to disburse them as required in D-24(a), the Recipient must return those funds to FWS as soon as possible.

See question D-23 for information about how soon advances must be disbursed.

### Advances should go in insured accounts

All Recipients except States, State universities, State hospitals, Federally recognized Tribes, and local governments must deposit advances of Federal funds in insured accounts whenever possible. The Federal government encourages the use of minority banks and banks that are at least 50 percent owned by women.

See question D-22 about depositing advances in interest-bearing accounts.

### Defining Disbursement

When you pay for project-related costs, you are disbursing grant and match funds. Those funds are not considered disbursed just because you sent it to a subrecipient. That subrecipient must follow the payment requirements of the appropriate circular for [Uniform Administrative Requirements](#). Disbursement deadlines apply to subrecipients as they do to Recipients.

### Disbursement into Escrow

For an acquisition transaction involving escrow, the payment is considered disbursed when that payment is paid into the escrow account.

2

Cost  
Principle  
Docs

## D. FINANCIAL ADMINISTRATION: ADDITIONAL INFORMATION

### How do subawards, subgrants, pass-through funds, contracts, and subcontracts differ?

Subawards, subgrants, and pass-through funds are synonymous for the purposes of NAWCA and NMBCA. If a Recipient awards part of a grant to a subrecipient (another legal entity) in the form of money or property in lieu of money, then the subrecipient has received a subaward, a subgrant, or pass-through funds.

Contracts are mutually binding legal relationships obligating the seller to furnish the supplies or services and the buyer to pay for them. Included are all types of written commitments (except as otherwise authorized) that obligate the government to expend funds.

For all types of instruments (subawards, subgrants, pass-through funds, contracts, and subcontracts) mutual obligations must be clearly identified and written. The appropriate regulations and guidelines must be followed.

The criteria below may help you distinguish between subawards and subcontracts. However, there may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subrecipient or vendor relationship exists, the substance of the relationship is more important than the form of the agreement. All of the characteristics may not be present, so use your best judgment in determining whether an entity is a subrecipient or vendor.

Use a subaward when the subrecipient:

- Determines who is eligible to receive what Federal financial assistance;
- Has its performance measured against whether the objectives of the Federal program are met;
- Has responsibility for programmatic decision making;
- Has responsibility for following applicable Federal program compliance requirements; and
- Uses Federal funds to carry out a program of the organization as compared to providing goods or services for a program of the pass-through entity (recipient).

Use a contract when a contractor, vendor, or organization:

- Provides specific goods and services within normal business operations;
- Provides similar goods or services to many different providers;
- Operates in a competitive environment;
- Provides goods or services that are ancillary to the operation of the Federal program; and
- Is not subject to compliance requirements of the Federal program.

See question C-2 for Subaward Reporting requirements. For more information about FFATA reporting please see <http://www.fsrs.gov>.

### May I use a NAWCA or NMBCA grant to finance part of a larger project supported financially by other Federal agencies?

There is no prohibition on other Federal agencies providing funds for a project funded by NAWCA or NMBCA as long as the NAWCA or NMBCA monies are matched from non-Federal sources and neither the grant nor match funds are used as match or cost share for any other Federal program unless specifically authorized by statute. Grant and match dollars can be combined, or “pooled,” with other non-match funds, provided that the actual uses of the funds are otherwise eligible. A pooled project is an initiative or undertaking where partners (private and/or public) are coordinating their efforts to accomplish mutual and/or complementary objectives by combining the use of NAWCA or

*(Continued next page)*

## D. FINANCIAL ADMINISTRATION: ADDITIONAL INFORMATION

*(continued)*

NMBCA funds (grant or match) with non-match funds to acquire, restore or enhance an undivided portion of acres. When NAWCA or NMBCA funds are pooled with non-match funds, the NAWCA or NMBCA portion must still be identified as a discrete achievement. Consequently, the discrete NAWCA or NMBCA conservation achievement is a certain undivided interest in the restoration, enhancement, or acquisition of the total number of acres included in the total initiative. The NAWCA or NMBCA portion is the percentage of NAWCA or NMBCA funds invested relative to the total cost of the initiative. The remaining portion of the project (the remaining undivided interest) is the part of the project that is funded and accomplished by the non-match funds.



*For example, the total initiative of a Proposal is the restoration of 1,000 acres, to be funded as follows: NAWCA grant funds - \$100,000; NAWCA match funds - \$200,000; Partners for Fish and Wildlife (Federal) - \$100,000; and Conservation Reserve Program (Federal) - \$200,000*

*In this example, the grantee, with NAWCA and match funds, will pay for and accomplish a 50% undivided interest in the restoration of 1,000 acres (which is not the same as a 100% interest in 500 acres). The grantee is responsible for assuring that all 1,000 acres are restored, even though the balance of the restoration costs and accomplishments (the remaining 50% undivided interest) will be paid for with non-match funds from other Federal agencies. The reported NAWCA accomplishments will be 1,000 acres, described as a 50% undivided interest in all 1,000 acres.*

### **Are support costs always charged as indirect costs? How do direct and indirect costs differ?**

Support costs such as overhead, administration, space, utilities, and personnel can be charged either directly or indirectly. A cost must be consistently defined as either a direct or indirect cost and treated the same way for all of an organization's projects and activities, regardless of the funding source. Whether or not a cost is defined as direct or indirect should be determined by the Recipient's accounting system, practicality, and the potential for reimbursement as an award expense.

A direct cost is one that is directly associated with a particular cost of a project. For NAWCA and NMBCA, a direct cost might be the acquisition price of a property, as well as the appraisal, survey, personnel time, travel, and closing costs associated with the purchase of that property. For restoration and enhancement activities, direct costs might include materials such as water control structures, pipe, trees, or plants; contracts needed for planning, design, and construction; and personnel time and travel costs associated with project oversight and implementation.

An indirect cost is one that is not directly associated with a particular project, but has been incurred for the common objectives of an organization. Costs of executive, secretarial, clerical, legal, and financial staff time and benefits; office supplies and equipment; and workplace space and utilities are examples of expenses that might be charged as indirect costs. However, every person and every activity included in an indirect cost pool must benefit **all** of the organization's grant projects. If not, that cost must be charged directly, with documentation that shows accurate attribution to a project.

Direct costs allocated to a particular project will be reimbursed based on reasonableness, allowability, and allocability. Unless an awarding agency limits the amount of indirect costs it will allow in a grant, indirect costs are reimbursed at an organization's assigned indirect cost rate. That rate is negotiated with the Recipient's cognizant Federal agency, which calculates the rate by dividing an organization's total indirect cost amount by the amount of its direct cost base. If used, an indirect cost rate must be renegotiated annually and used for all Federal grants and contracts.



## D. FINANCIAL ADMINISTRATION: ADDITIONAL INFORMATION

### May I use Tennessee Valley Authority funds as match?

Recipients may not use Tennessee Valley Authority Funds as match. Although the Tennessee Valley Authority relies on rate payers' funds, these rate payers' funds are the result of a continuing appropriation because Congress authorized the collection or receipt of those funds and it specified or limited the purpose of those funds.

### May I use Bonneville Power Administration funds as match?

Bonneville Power Administration (BPA) may not be used as match except as authorized in the Yakima River Basin Water Enhancement Act (Public Law 103-434) of October 31, 1994. BPA funds are considered to be Federal funds, the result of a continuing appropriation because Congress authorized their collection. BPA funds may be used as match only for fishery resource improvement facilities related to the Yakima River Basin Water Enhancement Project in the State of Washington, to improve irrigation water use, water supply, and water quality.

### May I use grants provided under the Coastal Resource Improvement Program as match?

Coastal Resource Improvement Program funds are Federal and are not accepted as match.

### May I use grants provided under the Indian Self-determination and Educational Assistance Act of 1975 as match?

Funds available to a Tribal organization under grants provided under the Indian Self Determination Act of 1975 as codified at 25 U.S.C. 450 (*et seq.*) may be used to match other Federal grant programs.



**LOOK**

**All of the above information concerning the eligibility of match from the Tennessee Valley Authority, Bonneville Power Administration, Coastal Resource Improvement Program, and Indian Self-determination and Educational Assistance Act applies to both NAWCA and NMBCA grants.**

## E. EQUIPMENT AND SUPPLIES

- E-1 May the Recipient or subrecipient purchase and manage equipment with grant or match funds?

Yes, the Recipient or subrecipient may purchase and manage equipment acquired under a Grant Agreement in accordance with the applicable costs principles. Title to all equipment acquired for the project will vest in the Recipient or subrecipient.

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

### Equipment Management and Use

A State, Commonwealth, Territory, and the District of Columbia may use and manage equipment acquired under a grant according to its own laws and procedures. Everyone else (local governments, Federally recognized Indian Tribal governments, institutions of higher learning, other nonprofit organizations, commercial organizations, and individuals) should remember the following:

- Equipment must be adequately maintained and kept in good condition.
- A documented control system must be in place to prevent loss, damage, or theft of project property.
- Any loss, damage or theft of project property must be investigated and documented.
- When making equipment available for use on other Federally supported projects, those sponsored by the Department of the Interior should receive first preference, then projects and programs sponsored by other Federal agencies.



### Procurement Standards

Some of the first items examined during a grant monitoring visit are a Recipient's procurement policies and records. Federal regulations set standards for the procurement of equipment, real property, supplies, and services to make sure that materials and services are obtained effectively and in compliance with applicable statutes and executive orders. Unless specifically required by Federal statute or executive order or approved by OMB, no additional procurement standards or requirements can be imposed on Recipients by an awarding agency.

See ADDITIONAL INFORMATION at the end of this section for a summary of procurement standards for NAWCA and NMBCA grants, taken from the Uniform Administrative Requirements for Grants and Agreements in 43 CFR 12, (<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=%2Findex.tpl>). Non-profits and institutions of higher education should look at 43 CFR 12.940-12.948. States and local governments should look at 43 CFR 12.76.

## E. EQUIPMENT AND SUPPLIES *(continued)*

E-2 May the Recipient or subrecipient replace and dispose of equipment obtained with grant funds?

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

- (a) Equipment 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 with a current market value in excess of \$5,000 may be retained or sold and the FWS will have a right to an amount calculated by applying the percentage of Federal participation in the cost of the original project to the current market value of the equipment.
- (c) In cases where a Recipient or subrecipient fails to take appropriate disposition actions, the FWS may direct the Recipient or subrecipient regarding required actions. In such cases, the FWS reserves the right to transfer title to the Federal government or a third party of its choosing, when such a third party is otherwise eligible under existing statutes.

### Replacing Equipment

Subject to the approval of the FWS, local and tribal governments, non-profit and individual Recipients may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the costs of the replacement equipment.

Use equipment in the project for which it was acquired as long as needed, whether or not the project continues to be supported by Federal funds. When no longer needed for the original project, **local and tribal governments** may use the equipment in other activities currently or previously supported by a Federal agency. **Non-profit organizations and individuals** must use the equipment in connection with its other Federally sponsored activities in the following order of priority: (1) activities sponsored by the USFWS, then (2) activities sponsored by other Federal agencies.



**Given the end-of-project hassles associated with equipment bought with grant or match funds, you might save time, effort, and worry by buying equipment with funds that are not grant-related.**

## E. EQUIPMENT AND SUPPLIES *(continued)*

### **Be Careful: Disposing of Project-Related Equipment is Complicated**

A Recipient can transfer equipment purchased with grant or match funds only if the intention to make the transfer was included in the grant or if written disposition instructions have been issued by the FWS.

For **local and tribal governments**, the FWS must issue disposition instructions within 120 calendar days of the end of the project for which it was acquired. If title to equipment is transferred, the Recipient must be paid an amount calculated by applying the percentage of Federal participation in the cost of the original project to the current market value of the equipment.

For **non-profit organizations and individuals**, the FWS must issue disposition instructions within 120 days of receiving a final equipment inventory that lists all equipment acquired with Federal funds. If the FWS fails to issue disposition instructions within the 120-day-calendar period, the Recipient must sell the equipment and reimburse the FWS an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project. However, the Recipient may deduct and retain from the Federal share \$500 or 10 percent of the proceeds, whichever is less, for the Recipient's selling and handling expenses.

### **More Details about Equipment Disposal for Non-profit Organizations and Individuals**

When equipment is no longer needed, nonprofit organizations may use it for other activities according to the following rules:

- For equipment with a current per unit fair market value of \$5,000 or more, the Recipient may keep that equipment for other uses, if payment is made to FWS. The amount of compensation due to FWS will be computed by applying the percentage of Federal participation in the cost of the original project to the current market value of the equipment.
- If there is no further need for the equipment, the Recipient must request disposition instructions from the FWS. If the FWS doesn't need the equipment, FWS must report the availability of the equipment to the General Services Administration to determine if it is needed by other Federal agencies. Within 120 days after the Recipient's request, the FWS must issue instructions according to the following rules:
  - (a) If so instructed or if disposition instructions are not issued within 120 calendar days after the Recipient's request, the Recipient must sell the equipment and reimburse the FWS an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project. The Recipient is allowed to deduct \$500 or 10 percent of the proceeds, whichever is less, from the Federal share for the Recipient's selling and handling expenses.
  - (b) If the Recipient is instructed to ship the equipment elsewhere, the Recipient must be reimbursed by the Federal government. That amount will be computed by applying the percentage of the Recipient's participation in the cost of the original project to the current market value of the equipment, plus any reasonable shipping or interim storage costs incurred.
  - (c) If the Recipient is instructed to otherwise dispose of the equipment, the Recipient will be reimbursed by the Federal awarding agency for such costs incurred in its disposition.

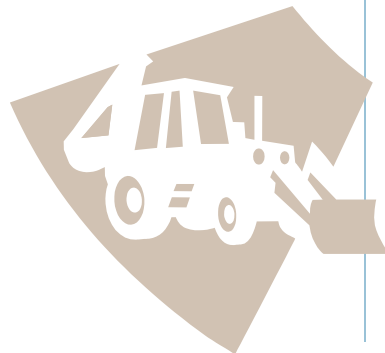
**E. EQUIPMENT AND SUPPLIES** *(continued)*

E-3 How often must the Recipient or subrecipient inventory equipment?

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

Equip.  
Inventory

9

**Equipment Inventories**

Submit an inventory for items valued at \$5,000 or more with the final performance report and include the following information:

1. a description of the equipment;
2. the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number;
3. the source of the equipment, including the award number;
4. whether title vests in the Recipient or the Federal government;
5. the acquisition date and cost;
6. the percentage of Federal participation in the cost of the original project (actual grant and match expenditures, as well as the value of matching in-kind contributions and not costs as estimated in the Proposal);
7. the location and condition of the equipment and the most recent date such information was confirmed by the project officer;
8. the unit acquisition cost; and
9. ultimate disposition data, including the date of disposal and sales price or the method used to determine current fair market value.

**Additional Equipment Information for Your Final Report**

If you have equipment valued at more than \$5,000 that was purchased with grant or match funds, please include the following information in your final report:

- whether there is a continuing need for the equipment for ongoing management of the project;
- whether there is a need for the equipment in another project or program sponsored by the USFWS;
- whether there is a need for the equipment in another project or program sponsored by another Federal agency; and
- a request for disposition instructions for all equipment with a current per-unit fair market value greater than \$5,000.

## E. EQUIPMENT AND SUPPLIES *(continued)*

- E-4 May the Recipient or subrecipient dispose of supplies and other expendable property purchased with grant or matching funds?

If the residual inventory of unused supplies is worth less than \$5000, these items belong to the Recipient or subrecipient who may choose how to dispose of them. However, at the termination or completion of the Project, if there is a residual inventory of unused supplies which in aggregate is worth \$5,000 or more, and is not needed for any other Federally sponsored project or program, the Recipient or subrecipient may either retain the supplies or sell them, but in either case must compensate the Federal government for its share.

### Left-Over Supplies?

Supplies are general purpose consumable items which commonly have a shorter usable life span than equipment and machines. These items, such as paper, file folders, pens, and pencils, are stocked for recurring use.

All supplies and other expendable property purchased with grant or matching dollars or received as a matching in-kind donation belong to the Recipient or subrecipient. If the total value of supplies and expendable property exceeds \$5,000 at the completion or termination of the project, you may use them in another Federally sponsored project or program. If you sell the supplies or use them for non-Federally sponsored activities, you must pay the Federal government for its share, computed in the same manner as for equipment.



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## F. REAL PROPERTY ACQUISITION

F-1 What costs of acquiring real property can the Recipient or subrecipient pay with grant or matching funds?

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, appraisals, 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 or subrecipient (the Recipient or subrecipient may not use grant or match funds to pay costs solely required to perfect the owner's title to 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 allocable to the period after the grant Recipient or subrecipient obtains title to the property or effective possession of it, whichever is earlier (taxes for which exemptions are available are unallowable).

When you take title to real property determines whether grant or match funds should be used to pay for acquisition costs. See F-2 for details.

### Legal Prerequisites for Land Acquisition Through NAWCA

- For properties that will not be held by a Federal entity, the Secretary of the Interior (or designee) must find that real property interests acquired through NAWCA should not be included in the National Wildlife Refuge System. Generally, this means confirming that a proposed tract is not within a Refuge acquisition boundary.
- All NAWCA activities, including acquisition, are subject to the requirements of the National Environmental Policy Act (NEPA), Section 107 of the Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).
- Acquired property that will be included in the National Wildlife Refuge System must be tested for contaminants.

1 NAWCA, NMBCA Acts

6 NEPA, NHPA Language

Before projects are approved by the Migratory Bird Conservation Commission (MBCC), the FWS makes sure that a project's real property acquisitions meet the legal requirements noted above. During the project period, the Recipient is responsible for satisfying these requirements for any tract purchased with grant or match funds that is (1) not specifically identified in your Proposal or (2) substituted for a previously identified tract. Contact your JV Coordinator for help with this process.

See H-I for items that must be submitted for a new tract approval or substitution.

10 FWS and Joint Venture Contacts

If your organization is eligible for a property tax exemption (whether you use it or not), those taxes are not eligible NAWCA expenses.





**F. REAL PROPERTY ACQUISITION** *(continued)*

Acquisition Document Requirements **8**

F-2 When does the Recipient or subrecipient incur the costs of acquiring real property?

Costs are incurred at the time of transfer of title. The grantee’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 title is transferred after the Proposal is received by the FWS, the costs associated with the purchase can be reimbursed with grant funds. However, if title is transferred before the FWS received the Proposal, costs associated with the purchase may only be used as match, and can not be reimbursed with grant funds. Any obligation to purchase property before Federal grant funds are obligated is made at the Recipient or subrecipient’s risk. No matter when an obligation is signed, all purchases of real property must comply with all applicable Federal regulations, including but not limited to requirements specified in this section (F).

F-3 Must conservation easements be approved by FWS before finalization and acquisition?

FWS 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 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 for any changes to previously approved language in an easement. Easements without FWS approval may be disallowed as grant or match activities.

**Costs are considered incurred at the time the title is transferred, not when the price is set (when the purchase agreement is signed).**

**The One Year Rule**

- The appraisal valuation date must be within one year of when the price was set with a contractual commitment (purchase agreement, exercised option, etc.) or statement of just compensation. If none of those documents exists, the appraisal valuation must be within 12 months of the actual property transfer date.
- For a matching in-kind contribution, the appraisal valuation date must be within 12 months of the date of donation to the Recipient or subrecipient. The date of donation will be the date of a valid contractual commitment to donate the real property to the Recipient or subrecipient for use on the NAWCA project. The letter of matching commitment will be accepted as such a contractual commitment.

**Other Important Dates to Remember When Acquiring Land**

- To qualify as old match (not allowed under NMBCA), and therefore be exempt from relocation requirements of 49 CFR part 24, acquisitions must be closed before FWS receives the Proposal.
- Land bought between the day FWS receives the Proposal and the last day of the funding period may be purchased with grant funds or matching cash under the requirements of 49 CFR part 24.
- All transfers of real property must be completed by the last day of the funding period. All obligations must be liquidated and all required real property acquisition documentation must be submitted within 90 days after the project funding end date.



**All project costs must be incurred AND all project activities, except for final reporting, must be completed by the project end date.**

## F. REAL PROPERTY ACQUISITION *(continued)*

- F-4 May condemnation proceedings be used to purchase lands in NAWCA or NMBCA projects?

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.

- F-5 What notice must be provided to a 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 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.

This requirement does not apply to matching real property acquired prior to the receipt of the Proposal by the FWS (ineligible for NMBCA).

### A Better Fit for Real Property Acquisitions

For projects where the Federal government will not hold title to the property, yet transparency of the acquisition process is important, the method of buying land in F-4 is a better fit than the more cumbersome process detailed in F-5. The key to the willing seller process is to provide the information in the notice BEFORE making an offer for the property. See Appendix 11 for a sample willing seller notice. This “willing seller” notice is part of the acquisition process previously called the “exception procedure.”

We call this a “willing seller notice.”

### How to Document a Willing Seller Notice

Now that you know what to put into a willing seller notice, do you know how to deliver and document it? See the example in Appendix 11 and remember the following:

- The notice must be delivered in person or sent by certified or registered first-class mail, return receipt requested and documented in the buyer’s files.
- The owner or his legal representative must acknowledge that he received and read the notice, sign and date the document. In the same notice, if applicable, the seller can also acknowledge with a separate signed and dated statement the donation of any difference between the fair market value and the selling price (his bargain sale of the property).
- A copy of the notice with the seller’s signature and the date of the signature must be sent to the Grant Officer with the acquisition documents as part of the annual or final report.

Sample  
Willing  
Seller  
Notice

11

8

Acquisition  
Document  
Require-  
ments

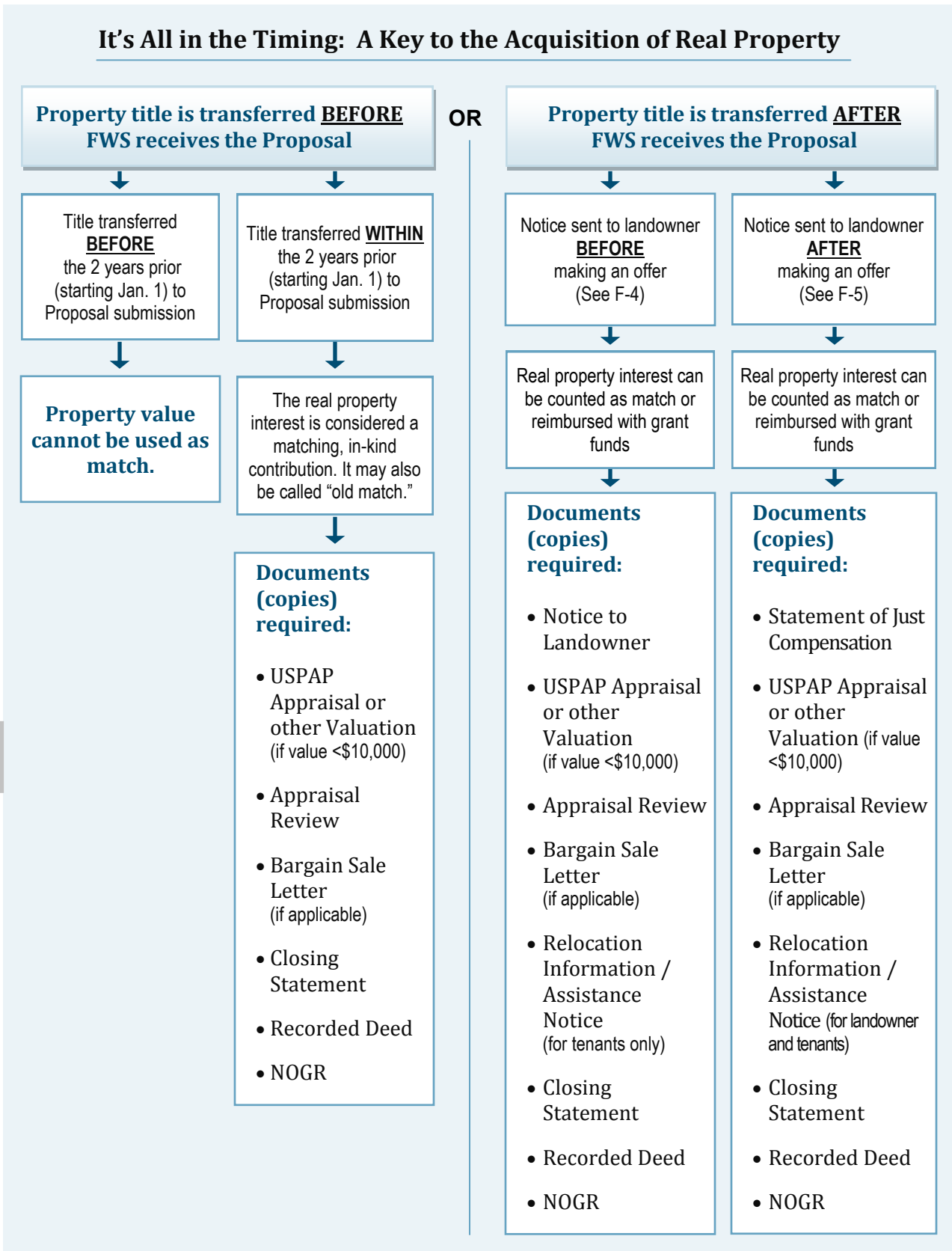
11

Sample  
Willing  
Seller  
Notice

**OOPS** ...

If you didn’t send this notice, see F-5 and Appendix 8.

**F. REAL PROPERTY ACQUISITION** *(continued)*



## F. REAL PROPERTY ACQUISITION *(continued)*

F-6 What if the Recipient or subrecipient fails to provide the required notice?

If the seller is not notified as required in Section F-4 above, the buyer must:

(a) pay any relocation benefits for which the landowner is eligible,

(b) pay any qualifying expenses incidental to transfer, and

(c) comply with all other provisions of 49 CFR, part 24, that apply.

This requirement does not apply to matching real property acquired prior to the receipt of the Proposal by the FWS (ineligible for NMBCA).

See F-8

### Whenever feasible, the buyer must pay qualified transfer expenses such as:

- Incidental transfer expenses (recording fees, transfer taxes, documentary stamps, evidence of title, boundary surveys, legal descriptions of the real property). The buyer is not required to pay costs solely required to perfect the owner's title.
- Penalty costs and other charges for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering the property
- The *pro rata* portion of any prepaid real property taxes which are allocable to the period after the Agency obtains title to the property or effective possession of it, whichever is earlier.
- Other eligible expenses are listed in F-1.

# LOOK

Appendix 8 shows required acquisition documentation.

8

Acquisition Document Requirements

**A Statement of Just Compensation**, the “after-the-fact” willing seller notice, is required for this purchase procedure. It should

- offer to buy the real property (or enter an option agreement),
- state the amount offered as just compensation,
- legally describe the property, and
- identify property improvements.

## What are Relocation Requirements?

The Uniform Relocation Assistance and Real Property Acquisition Policies Act (49 CFR 24) requires Federal agencies to provide financial and advisory assistance to anyone who must be displaced from his or her home or business due to a Federal project. Normally, the Uniform Act requirements apply to Federal activities such as the purchase of a highway right-of-way, but the same requirements apply to most programs or projects that receive Federal financial assistance, including both grant and match acquisitions.

Landowners and/or tenants who live on the property and will be displaced by a project must be offered (1) advisory assistance (information on the availability of housing, transportation to locate replacement housing, (2) adequate and timely notices, etc. and (3) financial assistance (payment to compensate for additional costs incurred to secure comparable housing and moving expenses).

Businesses, farms, and non-profit operations are entitled to advisory assistance and financial assistance for moving personal property.

## F. REAL PROPERTY ACQUISITION *(continued)*

### F-7 Are appraisals required?

Appraisals are required unless one of the following exceptions applies: (1) the market value is estimated to be less than \$10,000, and appropriate documentation is provided showing that this valuation is reasonable and uncomplicated; or (2) there is an alternative valuation formula authorized by Federal law, regulation, or FWS policy, as for specific categories of properties. An approved alternative valuation process is currently applicable to FWS grassland and wetland easements in the prairie pothole region of the United States.

If the buyer obtains an appraisal even though the market value is \$10,000 or less, it must be used as the sole determinant of market value unless the Recipient or subrecipient can conclusively demonstrate that it is not accurate.

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

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 property or of the title transfer, whichever establishes the purchase price. The FWS may require the Recipient or subrecipient 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 or subrecipient.

One option for appropriately documenting non-appraised properties valued at less than \$10,000 is to provide no fewer than three sales comparisons for a specific date or prior sales of the identical properties.

The only approved alternative valuation process for NAWCA is the FWS-established formula valuation for conservation easements in the Prairie Pothole region. USDA Natural Resource Conservation Service estimates for its conservation programs are not considered an approved valuation process unless they also meet USPAP appraisal standards. See F-7.

To certify an alternative valuation method, describe the method used, present the real estate data you are using for valuation determination, and sign and date the statement. Send the certification to the Grant Officer with the other acquisition documents.

### Who Pays?

Appraisals and appraisal reviews can be paid for with grant funds or may be eligible as match. If these costs are not specified in your Proposal, contact your grant administrator before using grant funds to pay for these expenses.

## F. REAL PROPERTY ACQUISITION *(continued)*

### F-8 What constitutes an acceptable appraisal?

Any appraisal must conform to the Uniform Standards of Professional Appraisal Practice (USPAP) and be completed by a Federal or State-certified appraiser. The appraisal must provide valuation of the specific interests being included in the project.

Acquisition  
Document  
Require-  
ments

8

**LOOK**

**All tracts bought with grant or match funds, or donated as match, must be appraised to USPAP standards.**

### F-9 Must appraisals be reviewed?

Recipients or subrecipients must have each appraisal reviewed by a state-certified review appraiser. Appraisals for both match (all types, old match, in-kind, etc.) and grant tracts must be reviewed. FWS reserves the right to have any appraisal additionally reviewed for land acquired as part of a grant.

### F-10 Must the Recipient or subrecipient pay market value for real property?

The Recipient or subrecipient must pay at least market value for any real property interest, unless the Recipient or subrecipient 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 the sale price and market value as match, the seller must explicitly donate the value to the Project or the partner (willing seller notice alone is insufficient). If the Recipient pays more than the market value, the excess amount may not be paid with grant funds or used as match.

An appraisal's valuation date can't be more than one year prior to the date of a contractual commitment to buy the property, a Statement of Just Compensation, or, if such instruments aren't used, the date of the actual transaction. See Additional Information at F-2.

### What is a State-Certified Appraiser?

Generally, appraisers with this designation can appraise real property of any value. They meet national criteria that includes passing a State certification examination and obtaining the required hours of experience, specified college course work, and continuing appraisal education.

An appraisal review is required on all land purchases.

### Who Can Do Appraisal Reviews?

- A State-certified appraiser.
- A state-certified appraiser working for a state conservation agency. Or,
- An appraiser employed or approved by the Department of Interior Appraisal Services Directorate (ASD). (Contact the appropriate FWS Regional Office or your Grant Officer for more information about ASD reviews.)

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FWS and  
Joint  
Venture  
Contacts

### What to Include in a Bargain Sale Statement?

- Landowner's name and signature
- Date
- Description of the property being sold
- Market (appraised) value of the property
- Sale Price
- Difference between purchase (sale) price and Market value

12

Sample  
Bargain  
Sale Letter

**F. REAL PROPERTY ACQUISITION** *(continued)*Sample  
Reloca-  
tion  
Statement

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- F-11 May the Recipient or subrecipient purchase real property subject to leases or occupied by tenants?

The Recipient or subrecipient 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 or subrecipient fails to meet the requirements in Section F-5.

- F-12 Do relocation requirements apply if the price is set before the FWS receives the Proposal, but the title is transferred after the FWS receives the Proposal?

The relocation requirements of 49 CFR, Part 24, apply 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.

Your responsibility to provide relocation assistance is limited to tenants only when you send proper willing seller notice to the landowner before making an offer to purchase, as described in F-4. Otherwise, you are required to provide relocation assistance to the landowner, as well. (See F-5.)

**Who is a Tenant?**

A tenant is someone who possesses a property under a lease or some other rental agreement. Anyone who lives, farms, conducts a business, or has an agreement to use a property in some way is considered a tenant.

If a tenant is allowed to continue his residence or activity on the property until the lease or rental agreement expires, relocation assistance is not required.

See the end of Section F (Miscellaneous) for information about third-party acquisitions and relocation requirements.

## F. REAL PROPERTY ACQUISITION *(continued)*

F-13 What documents must be submitted when acquiring an interest in real property?

The Recipient or subrecipient must submit the following documents for each interest in real property purchased with grant or match funds, or provided as a matching in-kind contribution:

(a) 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 an appraisal review;

(b) 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;

(c) 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;

(d) a copy of the closing statement (also called the settlement statement or adjustment sheet) or other evidence of funds transferred;

(e) a copy of any deed, easement, or assignment of lease that transfers ownership to the Recipient or subrecipient or match provider, as well as any subsequent owner as provided in the Grant Agreement (copies must demonstrate that the documents were recorded);

### Documentation Tips

This list of documentation requirements pertains to the acquisition process used in F-4. If you must follow the procedure outlined in F-5, the documentation requirements will be different. See the chart prior to F-5 for a short list or Appendix 8 for a complete description of what is needed for both acquisition methods.

Some proof of value, usually an appraisal to USPAP standards, is required to determine the reasonableness of the grant or match cost. See F-6.

An appraisal review is required and must be completed by a State-certified or Department of Interior review appraiser.

This willing seller notice is necessary to limit relocation assistance responsibilities. See F-4.

A bargain sale does not have to be used as match. If it is used, only the difference between the appraised value of the property and what was actually paid can be considered match. See F-9.

The closing statement documents the amount paid for the property. If less than the appraised amount is paid, a bargain sale letter is required. If more than the appraised amount is paid, the "extra" paid above the appraised value cannot be used as match or be paid for with grant funds.

Make sure the copy you send includes the legal description of the property.



### F. REAL PROPERTY ACQUISITION (continued)

F-13 (continued)

Sample Relocation Statement

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(f) 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 or subrecipient provided tenants with relocation assistance advice and relocation assistance as required in 49 CFR, part 24, with an itemized breakdown of any relocation payments made to the tenant; and

See Additional Information at F-10. Appendix 13 has sample statements that meet this requirement.

Sample NOGR

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(g) 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. 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 Notice of Grant Requirements.

**ALL Recipients and subrecipients, including State, local, and tribal governments, must record a Notice of Grant Requirements (NOGR) for every property interest purchased with grant or match funds. A NOGR is not required for property interests that will be incorporated into a perpetual Federal land management system with a ecological conservation purpose. Grantees or partners may be asked to submit evidence showing such purpose.**

Acquisition Document Requirements

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Items (b) and (f) do not apply to matching real property acquired prior to the receipt of the Proposal by the FWS (ineligible for NMBCA).

See the chart prior to F-5 or Appendix 8.

**See F-13 for more information about Notices of Grant Requirements and Appendix 14 for a sample NOGR.**

## F. REAL PROPERTY ACQUISITION *(continued)*

F-14 What recorded notices are required for real property included in a Project?

Sample  
NOGR

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The Recipient or subrecipient must ensure that Notices of Grant Requirements are recorded for all interests in real property acquired in perpetuity or for terms longer than 10 years unless equivalent provisions were entered in the deed, easement, or assignment of lease. The NOGR must include all of the following elements:

(a) identification of the legal interest being encumbered;

(b) name of the FWS grant program (NAWCA or NMBCA), name and number of FWS Grant Agreement, and locations where copies of the Agreement are stored;

(c) summary of the project purpose as described in the Proposal;

(d) confirmation of the obligations to manage the property in accordance with the Grant Agreement and to obtain FWS consent and/or instructions before conveyance or encumbrance of any part of the interest included in the project.

In addition, if the real property interest is located in a county 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 template is included in Appendix C.

A sample NOGR template is included in Appendix C of the Standards, but is located in Appendix 14 of this Handbook.

Acquisition  
Document  
Requirements

8

### What is a NOGR?

A Notice of Grant Requirements (NOGR) is a written instrument that is recorded with the deed of whatever real property interests have been purchased with grant or match funds or used as in-kind match (old match). For example, if the value of a perpetual conservation easement is purchased with grant or match funds, the NOGR will be applied only to that easement and will restrict only the holder of that easement. The residual property retained by the landowner are not subject to the NOGR and are not part of the project.

The NOGR alerts anyone doing a title search that any sale or encumbrance of the referenced property rights must be approved by the FWS. A NOGR is not necessary if the required language is included in the recorded deed, easement, assignment of lease, or other conveyance instrument.

A NOGR runs with the land. All of the items in it must remain unchanged and applicable unless an authorized FWS representative provides written approval, which must be recorded in the same public records as the original NOGR. Your Grant Officer should be your first point of contact in seeking approval for NOGR changes.

**LOOK**

**THIS IS REALLY IMPORTANT!**

**ALL Recipients and subrecipients, including state, local, and tribal governments, must record a Notice of Grant Requirement (NOGR) for every property interest purchased with grant or match funds.**

## F. REAL PROPERTY ACQUISITION *(continued)*

- F-15 Can the Recipient or subrecipient be reimbursed with grant funds if title is transferred before the FWS receives the Proposal?

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

- F-16 Must the Recipient or subrecipient record deeds, leases, easements or other conveyance documents?

Regardless of whether it is required by the applicable State, the Recipient or subrecipient must ensure that all deeds, 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 that jurisdiction (referred to as recorder's office, registrar of deeds office, commissioner of deeds office, bureau of conveyances, or similar title).

- F-17 Can the Recipient or subrecipient obtain a waiver of these land acquisition requirements?

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

See F-2 for other important dates that are important to remember when acquiring land.



### Waivers

Waivers should be requested in writing (email is acceptable). Your request should:

- Include the project title and Grant Agreement number,
- Identify the property in question (as described in the Proposal or subsequent correspondence),
- State the reason the waiver is required, and
- Explain the consequences to the project if the waiver is not granted.

Approval for waivers is uncommon.

## F. REAL PROPERTY ACQUISITION: ADDITIONAL INFORMATION

### How do options, purchase agreements, and deeds differ?

An **option** is a legal contract to keep open, for a set period, an offer to sell or lease real property. An option can be used to give the buyer time to resolve questions of financing before committing the buyer to purchase. An option merely creates a contractual right. It does not give the holder of the option any estate in the property. At the time the option is signed, the owner does not sell, nor does the buyer purchase the property. Although the owner is obligated to sell if given notice by the buyer, the buyer is not obligated to purchase. An option must contain all of the essential terms of the underlying contract of sale. This means that a binding contract is created immediately upon the holder of the option's decision to exercise the option. Often a copy of the proposed purchase agreement is attached and incorporated by reference. Grant and match funds may not be used to pay more than \$1.00 as a consideration for an option to purchase real property.



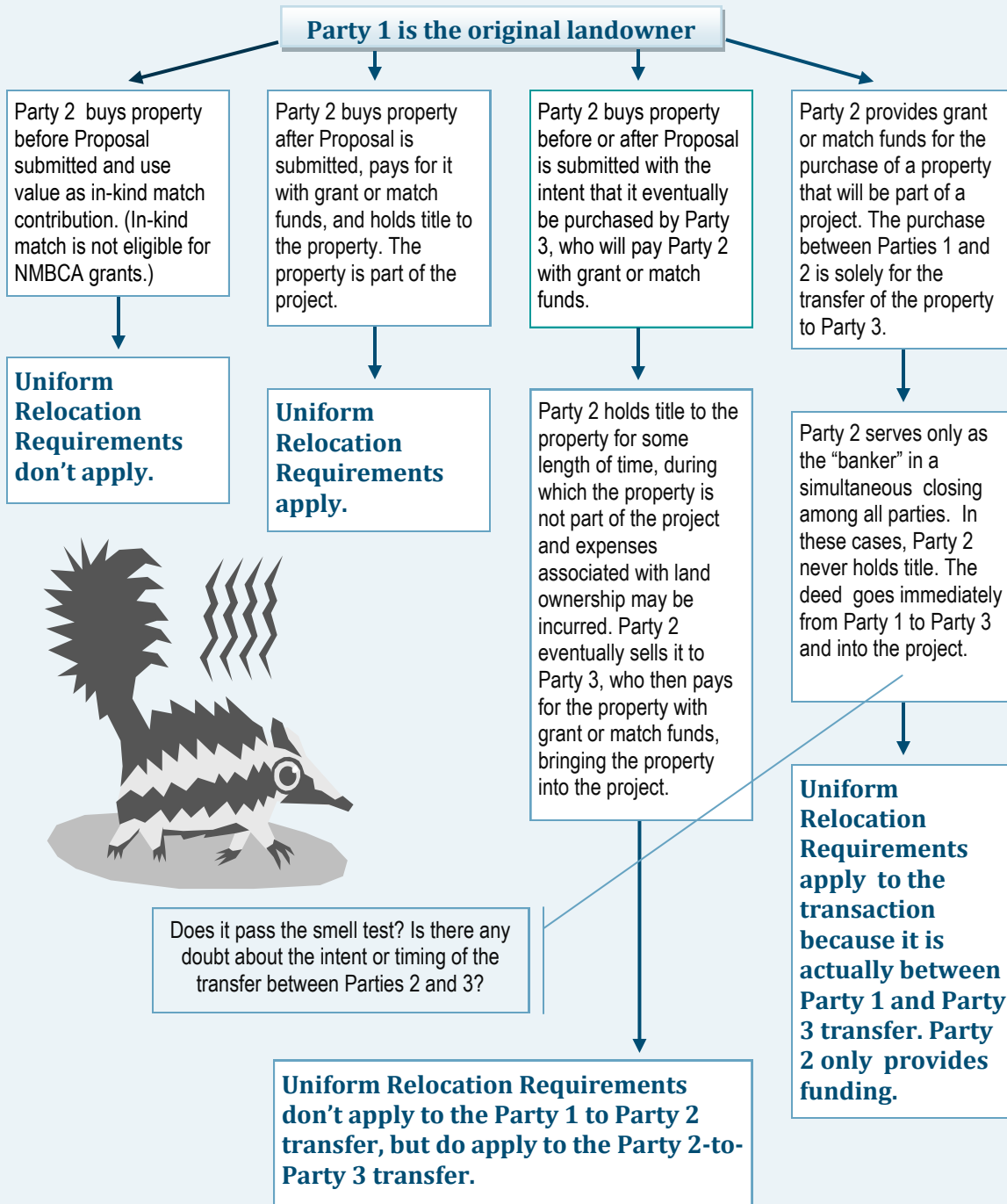
A **purchase agreement** is a contract to convey real property for a certain price. It serves as the vehicle to get to the deed, which finally conveys title. It is a blueprint for the entire transaction. Once the purchase agreement is signed, the remainder of the transaction is primarily mechanical. A purchase agreement is also known as a **contract of sale, sales contract, deposit receipt, offer and acceptance, agreement of sale, offer to lease or purchase, or sale agreement**. An exercised option is tantamount to a purchase agreement and the option agreement may even prescribe that the buyer and seller enter into a purchase agreement as the means of exercising the option. Purchase agreements may provide for periods of due diligence during which the buyer may withdraw from the contractual obligation if he or she finds any of the specified objectionable conditions.

A **deed** is a written instrument by which a property owner as “grantor” conveys and transfers to a “grantee” an ownership interest in real property. There are many types of deeds with the major difference being the type of covenant made by the grantor. Perhaps the most commonly used deed is the **general warranty deed**. You might also see a **limited warranty deed** or a **quit-claim deed**. A deed must include the correct legal description, be signed by all parties, and recorded.

**F. REAL PROPERTY ACQUISITION: ADDITIONAL INFORMATION**

**Do relocation requirements apply to third party purchases made with the intent that the property subsequently will be sold to a Recipient or subrecipient for use in a project?**

The answer depends on several factors, one of which is the “smell test.” See the key below.



## G. PROPERTY MANAGEMENT

- G-1 Does the Recipient or subrecipient have continuing obligations to manage property acquired through a Grant Agreement?

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

- G-2 May the Recipient or subrecipient encumber, sell, or transfer some or all of the interests in real property acquired through a Grant Agreement?

Except as specified in the Proposal, 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 FWS. However, if the interest in the real property is an easement or a lease with a term that is less than perpetual, the obligation to seek FWS permission will end with the expiration of the term of the easement or lease.

If a property is no longer needed for the purposes of the project, the Recipient shall request disposition instructions from the FWS Grant Officer. The Grant Officer will give one or more disposition instructions in accordance with 43 CFR part 12.932 (c) 1,2,3 and 49 CFR part 18.31 (c) 1,2,3. If the Recipient sells, transfers, conveys, or encumbers any real property interest included in the project, (even if the interest remains part of the project) an attributable share may be owed to FWS.

### Asking for FWS Approval

When asking for approval to convey or encumber all or partial interest in property tied to a project, contact:

- The FWS Grant Officer identified in your Grant Agreement, or
- The Grants Branch Chief in the Division of Bird Habitat Conservation, if you can't find the assigned Grant Officer.

Provide the following information in or with your written request:

- Grant Agreement title and number
- Legal description of the property
- Map of the property
- Description of the interest to be encumbered, sold, or transferred
- Reason the interest is to be encumbered, sold, or transferred
- Your contact information

The Grant Officer will contact you about the outcome of your request. If it is approved, you may or may not owe FWS an attributable share for the property interest to be removed from the project. That share is calculated on the final grant versus match percentage of the entire project, not including non-match funds. For more information, see PROPERTY MANAGEMENT ADDITIONAL INFORMATION following G-4.

After an interest has been conveyed, send a copy of the recorded deed describing the real property interests that remain in the project. The Notice of Grant Requirements should be modified, recorded, and submitted to FWS as well.

## G. PROPERTY MANAGEMENT *(continued)*

- G-3 For real property restored or enhanced under a Grant Agreement, how must the Recipient or subrecipient manage the property?

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

- G-4 How long must the Recipient or subrecipient manage restored or enhanced real property for the Project purposes?

The Recipient or authorized titleholder must manage restored or enhanced real property for the time period the Proposal identifies for Project benefits (for NAWCA, the described contributions to long-term conservation of wetlands and associated habitats). If no time period was specified in the Proposal, the Recipient or authorized titleholder must manage the property for 25 years from the date that the Grant Officer receives acceptable final performance and financial reports. This period may be shorter than 25 years if limited by easements, leases, or other special considerations approved by the Grant Officer. During the required management period, a Recipient must ensure that the real property is available for site-inspection by the FWS or its designee to ensure that it is managed consistent with the authorized Project purposes.

### Lose a Levee? Missing Some Trees?

What if a landowner removes a water control structure or flattens a levee paid for with grant or match funds? What if he plows through a wetland or clear-cuts a forest restored with match funds? Who is responsible for making it right with NAWCA or NMBCA?

The Grant Recipient is ultimately responsible, so it's a good idea to have a binding sub-agreement with your subrecipients. Habitat restored or enhanced with grant or match funds must be managed for project purposes for the time period required (see G-4). If not, the Recipient must determine the current fair market value of the original habitat restoration, enhancement, or establishment and pay FWS an attributable share based on the percentage of grant versus match participation in the entire project, not including non-match. FWS must approve the method for determining the current fair market value.

Real property is defined as land and land improvements, structures and appurtenances, excluding movable machinery and equipment. Water control structures, dikes, nesting structures, trees (until harvested), grasses, and other plants are appurtenances to land, so they are subject to regulations governing the disposal of real property.

**Get permission before selling Wetland Reserve Program easements or placing Conservation Reserve Program contracts on project properties. See G. PROPERTY MANAGEMENT: ADDITIONAL INFORMATION.**

## G. PROPERTY MANAGEMENT: ADDITIONAL INFORMATION

### How do I get permission to encumber, sell, or transfer interests in land acquired in a grant project?

If a Recipient or other authorized title holder of real property acquired under a grant determines during or after the project period that: (a) it is no longer able or willing to retain title to or administer an interest in real property acquired in this project for the project's authorized purpose; or (b) the interest in real property acquired in this project is no longer needed for the project's authorized purpose, it must request disposition instructions from FWS. FWS must give, at its discretion, one or more of the following three instructions:

- Retain title without further obligation to the Federal government after it compensates FWS for that percentage of the current fair market value of the interest in real property attributable to the Federal participation in the project.
- Sell the interest in real property under guidelines provided by FWS and pay FWS for that percentage of the current fair market value of the interest in real property attributable to the Federal participation in the project (after deducting actual and reasonable selling or fix-up expenses, if any, from the sales proceeds). When FWS authorizes or requires the Recipient or other authorized title holder to sell the interest in real property, the Recipient or other authorized title holder must establish proper sales procedures that provide for competition to the extent practicable and result in the highest possible return.
- Transfer title to the interest in real property to the Federal government or to an eligible third party provided that, in such cases, the Recipient or other authorized title holder who continued to hold title after contributing match to the project is entitled to compensation for its attributable percentage of the current fair market value of the interest in real property.

In each of the above options, the FWS, at its discretion, may require the Recipient or other authorized title holder to: (a) obtain at the Recipient's or other authorized title holder's expense, an appraisal that conforms to the most recent version of the Uniform Standards of Professional Appraisal Practice and is reviewed and approved by a FWS or another certified reviewing appraiser; (b) bear the cost of compliance with all legal prerequisites for the implementation of FWS's choice of an instruction for the disposition of the real property or, if appropriate, a remedy for noncompliance, e.g., NEPA, Endangered Species Act, National Historic Preservation Act, and, for NAWCA only, a finding that the land is not needed for the National Wildlife Refuge System.

FWS or its successor will direct the Recipient or other authorized title holder to transfer the interest in real property to a specific Federal, State, or Tribal agency for long-term conservation under the third option above, if such transfer were specified in the Proposal, or is otherwise consistent with the project's authorized purpose. The Recipient or other authorized title holder, at its option, may waive its right to compensation on any transfer of an interest in real property that is directed by FWS. The FWS will not require that the Recipient or other authorized title holder to pay the FWS its attributable percentage of the current fair market value of the interest in real property if:

- the FWS directs the Recipient or other authorized title holder to transfer the interest in real property to a Federal, State, or Tribal agency for long-term conservation if such transfer was either specified in the Proposal or is otherwise consistent with the project's authorized purpose; and
- the Recipient or other authorized title holder does not receive any compensation in cash or in kind for the transfer, or the compensation is reduced by an amount at least equal to the percentage of the current fair market value attributable to the Federal participation in the project due to the effect of the restrictions of 43 CFR 12.71 and 43 CFR 12.932 on the appraised value. (The appraisal must describe this effect or the appraiser must otherwise certify that these regulatory restrictions reduced the appraised value by an amount at least equal to the percentage of the current market value attributable to the Federal participation in the project.)



## G. PROPERTY MANAGEMENT: ADDITIONAL INFORMATION

*(Continued)*

If such a Recipient or other authorized title holder of real property acquired under a grant is an institution of higher education, other nonprofit organization, a commercial organization, or an individual, it must first obtain FWS's written approval for the use of the interest in real property in other Federally sponsored projects. Use in other projects must be limited to those under Federally sponsored projects that have purposes consistent with those authorized for support by the United States Department of the Interior. If use in other Federally sponsored projects is not possible or appropriate, the Recipient or other authorized title holder must request disposition instructions from FWS or its successor. FWS will give, at its discretion, one or more of instructions listed above.

If the Grant Officer or other authorized FWS representative approves any: (a) encumbrance, (b) disposition of the real property interest, (c) use that conflicts with the authorized purpose of the project, or (d) use for another Federally sponsored project, or (e) change in the authorized purpose of the project, the Recipient must ensure that the Notice of Grant Restrictions is changed to reflect that occurrence.

### **Will information be available in the future about the Federal share of an interest in real property?**

FWS will maintain a record of the Federal share in a project for as long the land must be managed for the purposes of the project. FWS will determine the Federal share at the time of close out and adjust it, if necessary, based on any subsequent audit or monitoring. Recipients and other title holders under a NAWCA project are encouraged to maintain this information in their files as long as they have responsibility for the property.

### **For lands acquired with grant or match funds, is FWS permission required to sell an easement to the U.S. Department of Agriculture for the Wetland Reserve Program or enroll land in the Conservation Reserve Program?**

The sale of an easement constitutes the sale of part of the property rights, thus the Recipient would have to request permission from the Grant Officer to sell an easement under the Wetland Reserve Program (WRP) on the grounds that the interests to be conveyed are no longer needed for the purposes of the project. Similarly the Recipient would also have to request permission to enroll land acquired in a project in the Conservation Reserve Program (CRP) because such enrollment would require signing a contract to keep the land in a certain type of vegetative cover or under water for a number of years. The Grant Officer would normally deny permission because the project: (a) already provided that the land be in one of the cover types required under WRP or CRP, or (b) was intentionally designed to have land in it with something different than the cover types required under WRP or CRP. In the case of (a), the Grant Officer would thus avoid a situation where the Federal government would be paying twice for essentially the same result.

## H. MODIFICATIONS

H-1 Must the Recipient or subrecipient receive prior approval to depart from what is specified in the Grant Agreement?

The Recipient or subrecipient must obtain the prior written approval of the Grant Officer in any of the following situations:

- (a) changes in the purpose and scope of the Project;
- (b) any extension of the funding period after the first extension (first extensions require only written notification to the Grant Officer at least 10 business days in advance with the supporting reasons and a revised expiration date no more than 12 months in the future);
- (c) additions to, deletions from, or substitutions for the specific sites targeted for acquisition, habitat restoration, habitat enhancement, or habitat establishment unless the Proposal was approved without such sites being designated;
- (d) initial identification of the specific sites which will be acquired, restored, enhanced, or created where such parcels or interests were not identified in the Proposal;
- (e) changes to the boundaries of the area within which sites will be selected for acquisition, restoration, enhancement, or establishment (project area);
- (f) change 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 interests in real property purchased, donated (NAWCA only), or otherwise acquired for the project;

### Getting Prior Approval

The Recipient must send a written request (e-mail is fine) for prior approval to the Grant Officer at least 10 days before a project end date for an extension of the funding period. For any other modification, send your request at least 30 days before you need to know the Grant Officer's decision. Include a justification with any request for changes in the Agreement or Proposal. Your Grant Officer should approve or deny your request in writing.

### Unidentified or Substituted Tracts

When you have tracts that weren't identified in your Proposal or you want to substitute sites for tracts that were identified, you'll have to request approval for the addition or substitution. (See Modifications, Miscellaneous, after H-3)

In your request, identify the

- Tract to be included,
- Tract to be deleted (if applicable), and
- Reasons why the new property should be included in the project.

Also, confirm that

- Requirements of the NEPA and the ESA have been met,
- NHPA Section 106 process will be completed, and
- Contaminants survey will be completed for all lands that will become part of a Federal land management system.

In the U.S., contact the regional FWS office to confirm that a tract should not be included in the National Wildlife Refuge System and provide a copy of that confirmation.

As soon as possible, submit the following:

- Revised TAQs 4 and 5 (U.S. Standard NAWCA projects only)
- Revised tract table
- New maps
- Revised budget, if necessary

## STANDARDS

## ADDITIONAL INFORMATION

**H. MODIFICATIONS** *(continued)*H-1 *(continued)*

(h) any decrease in the number of acres acquired, restored, enhanced or established as described in the Grant Agreement, other than de minimis changes due to survey error;

(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 matching contributions committed to the project;

(k) the inclusion of costs that require prior approval in accordance with the applicable Federal Cost Principles;

(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.

**Change of Project Officer**

Prior approval is not required for a change in the Recipient's project officer. Do provide the new name and contact information to your FWS Grant Officer as soon as possible.

**The Last Version Counts**

If there has been a modification to the habitat objectives, match, or any other aspect of your Grant Agreement, remember that project compliance will be based on the last modification, not your original Grant Agreement.

**What if Land Values Change?**

Because this is a competitive grant process, you must provide all of the acres and other deliverables that you promise in the Proposal. FWS will not approve modification requests based on circumstances that could have been anticipated by a better analysis of available data or through better planning.

**More May Be Better, But Ask First**

What happens if you have accomplished all of the objectives you proposed, but have grant or match funds remaining, and the opportunity to accomplish more conservation? Activities must be allowable and FWS approval is required, so ask before you start that "extra work"!

If approved by the FWS Grant Officer, a Recipient may accomplish those extra acres or activities by (a) using excess Federal grant funds, (b) using matching cash above what was originally committed, or (c) accepting (or providing) acres of matching in-kind contribution above what was originally committed. The requested modification must be consistent with the original project purpose and within the defined project area. For U.S. Standard NAWCA grants, you should request prior approval to modify Technical Assessment Questions 4 and 5. For example, the FWS Grant Officer may approve any request to modify the project area as long as the requested modifications are consistent with the apparent rationale for the original delineation of the project area, e.g., the same ecosystem, vegetation type, and/or hydrological unit.

**For Budget Revisions**

A request for prior approval of any budget revision must be accompanied by a revised budget table in the same format as in the original Proposal.

## H. MODIFICATIONS *(continued)*

H-2 May the Recipient extend the funding period?

(a) Any Recipient may receive an initial extension of the expiration date of the award of up to 12 months unless one of the following conditions apply:

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

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

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

H-3 How does the Recipient obtain an extension?

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

### No Funding Increase

Grant funding can't be increased for a project because the Grant Officer doesn't have the authority to add to the approved Federal award.



### Important Extension Information

- The Recipient is responsible for keeping track of when the funding period expires and when it is necessary to notify FWS of a one-time extension or request subsequent extensions.
- All project period extensions must be requested in writing before the project end date.
- Extensions won't be granted in order to expend an unobligated balance. If you have accomplished all of your project objectives and have grant funds remaining, do not request an extension to spend that money. Contact your Grant Officer to see if a modification of the project's scope of work is in order or if the grant funds should be returned.
- A project can be extended for up to 12 months at a time.
- A funding period may not exceed a total of five years, including extensions, except under extraordinary circumstances.

There is no grace period associated with project end dates. If your project expires without your request for an extension of the funding period, you may be reimbursed only for those allowable costs incurred during the pre-award and funding period. All remaining grant funds will be deobligated, regardless of whether the project objectives have been completed or not. The consequences of not achieving the acreage objectives are listed in I-3.

## H. MODIFICATIONS: ADDITIONAL INFORMATION

### How do I comply with the legal prerequisites for newly identified sites?

The North American Wetlands Conservation Act (NAWCA) requires that projects comply with the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and the National Historic Preservation Act (NHPA). NAWCA also requires that any real property interest acquired in a project be part of the National Wildlife Refuge System or that the Secretary of Interior confirm that those lands should not be included in that system. When a Proposal is recommended for funding, FWS usually obtains clearances for all legal requirements of NAWCA and requests confirmation from the appropriate Regional Office that all interests in real property proposed for acquisition should not be included in the National Wildlife Refuge System. If you later add or substitute sites or change activities, you will be responsible for obtaining all required clearances.

After approval, if a Proposal includes work (restoration, enhancement) or acquisition of real property over a large area where specific sites were not identified in the Proposal or if the Recipient wants to substitute different project sites than those identified, the Recipient must contact the Joint Venture Coordinator and the FWS Grant Officer as soon as sites are identified. The Joint Venture Coordinator will refer the Recipient to the appropriate person in a FWS Regional Office to ensure that any additional requirements regarding contaminants, NEPA, the Endangered Species Act, or NHPA are addressed.

The Joint Venture Coordinator also will assist the Recipient in obtaining from the appropriate Regional Office written confirmations from the appropriate USFWS officials that the previously obtained clearances will suffice or a new clearance that the newly proposed or newly identified parcel or interest in real property should not be included in the National Wildlife Refuge System.

Confirmation that all legal requirements have been met for new or substituted properties should be sent to the FWS Grant Officer, along with the other information required. See "Unidentified or Substituted Tracts" across from question H-1.

For NMBCA projects in the USA, DBHC completes all NEPA, ESA, and NHPA compliance.



#### Good, Better, Best

Generally, in terms of resource value, the hierarchy of land conservation/protection/management is considered to be (starting at the highest level of protection) the National Wildlife Refuge System, other Federal lands systems, state and tribal lands management systems, local land management systems (with proper documentation of the level of protection), conservation organizations/land trusts, and private landowners.

Generally, the hierarchy of acquisition activities (starting with the highest resource value) is considered to be fee title, permanent conservation easement, less than permanent easement and/or lease (as determined by provisions), and management agreement.

## H. MODIFICATIONS: ADDITIONAL INFORMATION

### Changes in NAWCA Projects (*Does Not Apply to NMBCA Projects*)

Circumstance	Change in acres due to . . .	Change is requested with prior approval	Change is made without prior approval	Failure to comply with Grant Agreement
Is beyond the control of the grantee	Permit issues (NEPA/NHPA/state/contaminant surveys)	Case-by-case	Case-by-case	Case-by-case
	Survey/real estate document discrepancies	Case-by-case	Case-by-case	Case-by-case
	Natural disaster	Not applicable	Case-by-case	If a multi-phase project has a history of flooding, etc. insurance may be required to protect the taxpayer's investment.
Is within the control of the grantee during the planning process and/or the Proposal period and generally offers the opportunity to "improve" the project	Substitution of tract to obtain a higher level of protection	If substitution is of equal or greater size than the original, the grant administrator can approve the change. If substitution is smaller than the original by less than 10%, the grant administrator can approve the change. If substitution is smaller than the original by 10% to 25%, DBHC can approve the change (although sanctions may still apply). If the substitution is smaller by 25% or more, approval cannot be made.	A proportionate reduction will be made in the grant amount.	If less than 75% of the acres are accomplished, the project fails to comply with the Grant Agreement. The grantee is listed as "high risk" and reported to the Council.  If there are repeated offences or evidence of "willfulness", a grantee can be suspended, possibly leading to debarment.
	Substitution of tract to obtain greater level of public use			
	Substitution of tract to obtain superior conservation value within Proposal purpose as stated			
Is within control of the grantee during the planning process and/or the Proposal period and generally presents a "decrease" in project value.	Poor planning or land price escalation, resulting in fewer acres accomplished	Prior approval will not be available. There will be a proportionate reduction in the grant amount.	100% commitment of acres and match required. Requires pay-back or a proportionate reduction in the grant amount.	If less than 75% of the acres are accomplished, the project fails to comply with the Grant Agreement. The grantee is listed as "high risk" and reported to the Council.
	A partner withdraws from the project, resulting in fewer acres accomplished	Prior approval may be given for a substitute partner, but not for a reduction of acres. There will be a proportionate reduction of the grant amount.	100% commitment of acres and match required. Requires pay-back or a proportionate reduction in the grant amount.	If there are repeated offenses or evidence of "willfulness", a grantee can be suspended, possibly leading to debarment
	Convenience (substituted tract is easier to purchase), resulting in fewer acres accomplished	There will be a proportionate reduction of the grant amount.	100% commitment of acres and match required. Requires pay-back or a proportionate reduction in the grant amount.	

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## I. NONCOMPLIANCE

- I-1 What constitutes noncompliance with the Grant Agreement?

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.

- I-2 What considerations are used to evaluate an instance of noncompliance with the Grant Agreement?

Before determining the consequences, an instance of noncompliance will be evaluated by the Grant Officer based on the following considerations:

- (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 or sellers of real property interests that are part of, or affected by, the Project;
- (f) the need for immediate action to protect the public's interest;
- (g) the harm or benefit to the Federal government; and
- (h) whether there are mitigating factors.

Quarterly, annual, and final reports are required by specific deadlines, so failure to submit those reports on time results in noncompliance. See Appendix 16 on DOI Reporting Requirements.

### The Bottom Line

At the end of the funding period, a Grant Recipient must be able to demonstrate that all of the following were accomplished, unless the Grant Officer gave prior approval for a modified level of accomplishment:

- Received at least the total amount of match that was committed in the Agreement;
- Acquired, restored, enhanced, or established at least the total number of acres, by habitat type, that were projected for each activity and category (i.e., fee, easement, lease). For U.S. Standard grants, this information should be presented as in the response to Technical Assessment Question 4 in the Proposal; for NMBCA grants, it should be presented as in the Proposal.
- Acquired, restored, enhanced, or established at least the number of acres, by activity, for the length of time for which conservation benefits were promised. For U.S. Standard grants, this information should be presented as in the response to Technical Assessment Question 5 in the Proposal; and
- Acquired, restored, enhanced, or established habitat of the same quality and with the same specifications described in the Proposal.

### Less Match Than Committed?

Don't forget, the amount of financial match reported in the final report must at least equal the amount listed in the Agreement (or Agreement modification). If not, grant funds will be reduced by an equal proportion. The Recipient also may be listed with Recipients that did not fulfill the commitments of a NAWCA or NMBCA project. See also "Noncompliance: Additional Information."



## I. NONCOMPLIANCE *(continued)*

I-3 What are the potential consequences of noncompliance with the Grant Agreement?

After having taken into account the considerations described in Section I-2, the Grant Officer may apply one or more of the following remedies as a consequence of noncompliance with the Grant Agreement:

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

**If the grant award is reduced, the required match will be reduced in proportion to the reduction in grant dollars.**

## Recovering Grant Funds

If a cost is disallowed or an award is reduced after a Recipient has drawn down or received grant funds, the Grant Officer may reduce the debt by one or more of the following collection procedures:

- Making an administrative offset against future requests for reimbursement;
- Withholding advance payments otherwise due to the Recipient; or
- Sending a letter that informs the debtor of the basis for the indebtedness and the rights the debtor has to seek review within the agency; the standards for imposing any interest\*, penalties, or administrative costs; the date by which payment should be made to avoid late charges and enforced collection (which generally should not be more than 30 days from the date that the demand letter is mailed or hand delivered); and the name, address, and phone number of a contact person or office within the agency.
- Other actions permitted by law, which may include, but are not limited to, referral for litigation; referral to Treasury-designated “debt collection centers” [considered for debts less than 180 days delinquent, required for debts more than 180 days delinquent, subject to certain exceptions at 31 CFR 901.1(e)], withholding further awards to the Recipient; and recommending that the Recipient be suspended or debarred provided that the debt is substantial and uncontested by the debtor or, if contested, provided that debtor’s legal and administrative remedies have been exhausted.

*\*States subject to a Treasury-State agreement may or may not accrue an interest liability to the Federal government for a debt arising from a Federal assistance award, depending on the situation and the terms of the agreement. States not subject to a Treasury-State agreement do not accrue an interest liability to the Federal government for a debt arising from a Federal assistance award.*

**I. NONCOMPLIANCE** *(continued)*

- I-4 What are the grounds for imposition of special administrative conditions during the funding period?

Special administrative conditions during the funding period may be imposed by the Grant Officer if the Recipient meets one or more of the following criteria:

- (a) has a history of unsatisfactory performance;
- (b) is not financially stable;
- (c) has a management system that does not meet the standards prescribed in 43 CFR, part 12;
- (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.

- I-5 What special administrative conditions may be imposed during the funding period?

If appropriate grounds exist to impose special administrative conditions during the funding period, the Grant Officer may apply any of the following conditions:

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

Special administrative conditions are actions taken during a grant to prevent future compliance problems. These actions are based on some reasonable concern about a grantee's performance, based on the six factors shown in I-4.

## I. NONCOMPLIANCE *(continued)*

- I-6 What are the grounds for debarment and suspension of a Recipient or subrecipient from Federal financial and non-financial assistance and benefits?

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 judgment, or other official findings for:

(1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

(2) violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging;

(3) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice; or

(4) commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a person.

(b) Violation of the terms of a public agreement or transaction so serious as to affect the integrity of an agency program, such as

(1) a willful failure to perform in accordance with the terms of one or more public agreements or transactions;

(2) a history of failure to perform or of unsatisfactory performance of one or public agreements or transactions;

According to 2CFR, with some exceptions, any person or organization that has been excluded (suspended or debarred) by any Federal agency may not:

(a) be a participant in a Federal agency transaction that is a covered transaction; or

(b) act as a principal of a person participating in one of those covered transactions.

In other words, persons debarred or suspended receiving grants from one Federal agency may not receive grants from any Federal agency.

### What is the purpose of the non-procurement debarment and suspension system?

To protect the public interest, the Federal Government ensures the integrity of Federal programs by conducting business only with responsible persons. A Federal agency uses the non-procurement debarment and suspension system to exclude from Federal programs persons who are not presently responsible.

## I. NONCOMPLIANCE *(continued)*

I-6 *(continued)*

(3) a willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction.

(c) Any of the following causes:

(1) a nonprocurement debarment by any Federal agency taken before October 1, 1988, or a procurement debarment by any Federal agency taken pursuant to 48 CFR subpart 9.4;

(2) knowingly doing business with a debarred, suspended, ineligible, or voluntarily excluded person, in connection with a covered transaction, except as permitted in 43 CFR 12.215 or 43 CFR 12.220;

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

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

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

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



### Excluded Parties List System, Terrorist Exclusion and Foreign Terrorist Organizations lists

The web site <https://www.sam.gov/portal/public/SAM/> is provided by the General Services Administration to efficiently and conveniently disseminate information on parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and non-financial assistance and benefits.

## STANDARDS

## ADDITIONAL INFORMATION

**I. NONCOMPLIANCE** *(continued)*

- I-7 What happens if the Recipient does not submit a Financial Status Report or a Performance Report by the due date?

Failure to submit a timely report constitutes noncompliance with the Grant Agreement and can result, after notification by FWS, in consequences described in Section I-3.

- I-8 What are the penalties for an unpaid debt to the FWS?

Unless otherwise established in a Treasury-State agreement, contract, repayment agreement, or by statute, the FWS will charge a penalty, pursuant to 31 U.S.C. 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 mailed or hand-delivered.

**Delinquent Reports**

If a performance report or financial status report (SF-425) can't be submitted by the original due date, the Recipient may request an extension in writing (e-mails are acceptable) and include the requested extended due date and a justification for the extension. The Grant Officer must receive the request for extension before the report's original due date.

For late reports, DBHC is required by the Department of Interior to notify the Recipient of the following:

- The due date has passed and that the required report has not been received,
- FWS will withhold any cash payments pending receipt of the required report, and
- Failure to submit timely reports renders the Recipient noncompliant and may result in the imposition of sanctions that can include the following:

1. Denial of both grant funds and matching credit for all or part of the cost of the activity or action not in compliance;
2. Whole or partial suspension or termination of the current award;
3. Withholding of further grant awards until the required reports are received;
4. Other legal remedies.

Additionally, the Grant Officer will request receipt of the report the following work day or negotiate a proposed extension date within the next 30 calendar days.

**Accruing Interest**

Unless otherwise provided by law, interest on a debt will accrue from the date of delinquency, generally 30 days from the date that the demand letter is mailed or hand-delivered.

States subject to a Treasury-State agreement may or may not accrue an interest liability for a debt arising from a Federal assistance award, depending on the situation and the terms of the agreement. States not subject to a Treasury-State agreement do not accrue an interest liability to the Federal government for a debt arising from a Federal assistance award.

Interest above \$100 per year earned by local governments and Federally recognized Tribes on cash advances deposited in an interest-bearing account will not be considered a debt until after 90 days from the end of the quarter when it first accrued.

Interest above \$250 earned by institutions of higher education, hospitals, and other nonprofit organizations on cash advances deposited in an interest bearing account will not be considered a debt until after 90 days from the end of the year when it first accrued. FWS will initiate claims collection procedures after the 90-day period expires.

## I. NONCOMPLIANCE: ADDITIONAL INFORMATION

### **What happens if I do not accomplish all the acres in the same wetland to upland percentages identified in my Grant Agreement?**

You are noncompliant if you do not achieve at least the number of wetland and upland acres identified in your Grant Agreement for each activity category (acquisition, restoration, enhancement, established). Consequently, your grant could be terminated, a portion of your award funds recovered, or other sanctions applied. At a minimum, your organization or agency may be placed on a list of Recipients that did not fulfill the commitments of their NAWCA or NMBCA projects. This list will be made available to the staff and members of the North American Wetlands Conservation Council and the Neotropical Migratory Bird Conservation Act Advisory Committee.

A noncompliant Recipient will remain on the list for at least one complete application cycle, which begins on the date the Proposal is due to FWS and ends with the funding of Proposals submitted by that due date. The Recipient will be removed from this list as soon as the corrective action(s) specified by the Grant Officer are completed or until at least one application cycle is completed, whichever comes later.

### **What happens if the conservation benefits provided by the project aren't as great or won't last as long as those committed in the Proposal?**

If the Recipient, is unable to acquire, restore, enhance, or establish at least the number and type of acres in these activities as committed in the project Proposal, the Grant Officer may reduce the Federal grant dollars awarded in proportion to the shortfall in acres. If the Recipient is unable to maintain conservation benefits of project activities for the tenure committed in the Grant Agreement, the Recipient will be required to replace the conservation benefits or return a corresponding portion of grant funds. The Grant Officer will also reduce the required match in proportion to the reduction in the Federal grant dollars awarded. Finally, the Recipient may be placed on a list of Recipients that did not fulfill the commitments of a project.

### **Can an easement acquisition be substituted for fee simple acquisition, or a restoration for an acquisition, or a habitat enhancement for restoration?**

Generally, such substitutions are not allowed because the conservation value of the activity would be lower than the committed conservation value. (For example, an easement acquisition is of lower conservation value than a fee simple acquisition of the same tract). However, if unforeseen circumstances justified such a substitution, and **if the recipient has obtained prior approval** from the Grant Officer for the specific substitution, then a determination on the reduction in grant dollars will be made on a case-by-case basis.

## I. NONCOMPLIANCE: ADDITIONAL INFORMATION

### What guidelines will the FWS use to decide whether to reduce the grant when the acreage objectives are not accomplished?

The Recipient must contact the Grant Officer immediately when there is any indication that the acreage accomplished may fall short of any acreage figure that was proposed. The Grant Officer will decide at that time if it is in the interest of the Federal government to terminate the award in whole or in part; allow the project to continue with reduced acreage objectives; or reduce Federal grant funds in proportion to the acreage shortfall.



Indirect costs may be reduced, as appropriate, for specific reductions in the direct cost base.

Administrative costs or overhead costs included in “Other Direct Costs” may be reduced in proportion to a reduction of direct costs. Unless the Proposal excludes items from the direct cost base of the administrative costs or overhead, the direct cost base of directly charged administrative costs or overhead will be all of the Federally funded direct costs plus any matching in-kind contributions provided by the Recipient, matching cash spent by the Recipient, and donated labor supervised by the Recipient.

### What constitutes a material failure to accomplish the acres committed in my grant agreement?

Material failure to accomplish the project’s acreage objectives means that the project purpose was not achieved. The project may be terminated or grant funds recovered. Generally, material failure occurs when Recipients accomplish less than 75% of the acres in any activity category. However, the 75% threshold is only the minimum level of accomplishment that would constitute material failure. The Grant Officer will use the following criteria to decide whether a level of accomplishment above 75% might constitute a material failure.

- Could the Recipient have foreseen the difficulties in accomplishing the proposed acres at the time the Proposal was submitted or at least by the time of the award?
- Were alternatives available that could have lead to full accomplishment on acres other than what was originally proposed (with the Grant Officer’s approval)?
- What are the consequences for the project of accomplishing the reduced number of acres?
- Did the project officer contact the Grant Officer as soon as the project officer knew, or should have known, that the acreage commitment could not be achieved?

It is imperative that the Grant Officer be informed in a timely manner of all impending changes, substitutions, and problems.

## I. NONCOMPLIANCE: ADDITIONAL INFORMATION

### **Why can the FWS terminate a grant that was awarded by the Migratory Bird Conservation Commission?**

For NAWCA grants, the Migratory Bird Conservation Commission approves funding for a grant, but the FWS awards the grant when the authorized FWS official signs the Grant Agreement. NMBCA grants don't go through the Migratory Bird Conservation Commission, but are approved by the Director of the Fish and Wildlife Service for the Secretary of the Interior. The FWS awards NAWCA and NMBCA grants, administers them during the funding period, and can terminate them.

Federal regulations allow the awarding agency to terminate an award in whole or in part if a Recipient materially fails to comply with the terms and conditions of that award. The awarding agency may also terminate an award with the consent of the Recipient, in which case the two parties must agree on 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 the Grant Officer written notification that states the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if the Grant Officer determines in the case of partial termination that the reduced or modified portion of the grant will not accomplish the purposes for which the grant was made, he or she may terminate the grant in its entirety. In any termination of an award, the Grant Officer must consider the Recipient's responsibilities for property management (if any) and for submitting the financial and performance reports and other documentation required by this document.

### **What happens if I—before or after the end of the grant period—manage land acquired in a grant-funded project in a way that is inconsistent with the project's purpose?**

If a Recipient or other authorized title holder manages the property in a manner inconsistent with the authorized project purpose, without written approval of the Grant Officer, FWS will request that the Recipient carry out one or more of the following options:

- Stop the practices that are inconsistent with the purposes of the project. Provide FWS with a corrective management plan that will restore any environmental damage and provide a framework for ongoing management consistent with the purposes of the project.
- Retain title without further obligation to the Federal government after compensating FWS for that percentage of the current fair market value of the interest in real property attributable to the Federal participation in the project.
- Sell the interest in real property under guidelines provided by FWS and pay FWS for that percentage of the current fair market value of the interest in real property attributable to the Federal participation in the project (after deducting actual and reasonable selling or fix-up expenses, if any, from the sales proceeds).
- Transfer title to the interest in real property to the Federal government or to an eligible third party provided that, in such cases, the Recipient, subrecipient, or other authorized title holder who continued to hold title after contributing match to the project is entitled to compensation for its attributable percentage of the current fair market value of the interest in real property.

In the last three of the above options, the FWS may require the Recipient or other authorized title holder to obtain, at the Recipient's or other authorized title holder's expense, an appraisal conforming to the most recent version of the USPAP and an independent appraisal review.



## I. NONCOMPLIANCE: ADDITIONAL INFORMATION

### **What if I convey any of the interests in land acquired under a NAWCA/ NMBCA project to someone else or encumber it—during or after the funding period—without getting FWS permission?**

If a Recipient or other authorized title holder, without the Grant Officer's permission, conveys any of the interests in the real property acquired under the grant to another entity or encumbers it with a mortgage, lien, easement, or other instrument, the Grant Officer will choose one of the following alternatives:

- Direct the Recipient to convey to the FWS or its designee an interest in real property that has a value equal to the percentage of the current fair market value of the interest in real property attributable to the Federal participation in the project. That substitute property must provide the same or better long-term conservation and management of the affected habitat as the original property.
- Direct the Recipient to pay FWS that percentage of the fair market value of the interest in real property attributable to the Federal participation in the project.

The Grant Officer may require, at the Recipient's or other authorized title holder's expense, an appraisal conforming to the most recent version of the USPAP. An appraisal review also may be required.

In addition to applying one of the alternatives for redress, the Grant Officer may apply one or more of the consequences of failure to comply with the terms of an award.

## J. AUDITS AND MONITORING

- J-1 Must the Recipient or subrecipient arrange for an annual audit of Project expenditures?

Recipient or subrecipients must have a single or program-specific audit if they expend \$500,000 or more in a year in Federal awards and are agencies or instrumentalities of States, Federally-recognized Tribes, or local government, or nonprofit institutions of higher education, nonprofit hospitals, or other nonprofit organizations. The audit must be conducted by an independent auditor for that year; it must be in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; and Form SF-SAC and the Single Audit reporting package must be submitted on-line using the Federal Audit Clearinghouse's Internet Data Entry System.

- J-2 May the FWS conduct its own audit of a NAWCA- or NMBCA-funded project?

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

# LOOK

**You should have documentation of your good business practices, including a process for resolving audit findings. Look at Section 315 of OMB's Circular A-133 (audit finding follow-up) for more information. Also, samples of NAWCA U.S. monitoring documents can be found in Appendix 15.**

15 Monitoring Documents

### Federal Audit Clearinghouse

For information about the Single Audit process, including submission requirements, due dates, and forms, go to <http://harvester.census.gov/sac>.

### Standards for a Financial Management System

The Recipient's and any subrecipient's financial management systems must adhere to the standards established in 43 CFR 12.60 for State, local, and Tribal governments or 43 CFR 12.921 for institutions of higher education, other nonprofit organizations, commercial organizations, and individuals.

A grantee's accounting system must be capable of providing financial information requested by FWS. Make sure your records can identify the receipts, disbursements, assets, liabilities, and fund balances for each grant. It is helpful if your system can provide information in a format that you can use to prepare required reports.

## J. AUDITS AND MONITORING *(continued)*

- J-3 Does the FWS have the authority to inspect and monitor real property, equipment, and supplies acquired, habitat restored or enhanced, or wetlands established?

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

- (a) once the real property, equipment, or supplies have been legally disposed of;
- (b) when the FWS has approved a request that such real property, equipment, or supplies will no longer be used for the authorized purpose of the Grant Agreement; or
- (c) when the management term as defined in the Grant Agreement expires, regarding leases, easement, restoration, enhancement, and wetland establishment actions.

### Monitoring Conservation Easements

A Recipient holding an easement has the right and obligation to ensure that a property is managed according to the terms of the easement and the purpose of the project. Likewise, NAWCA and NMBCA have the authority to protect Federal interests by monitoring the grantee or partner that holds the easement. FWS checks to see that a partner is meeting the terms of the easement and the Grant Agreement. If a partner fails to enforce a conservation easement, FWS can require that grant funds be returned or that an equivalent replacement property be obtained.



### It Just Keeps Going and Going

It is the responsibility of the Recipient or subrecipient to insure that property interests acquired with grant or match funds are properly managed to the purposes of the project in perpetuity. Restoration and enhancement projects must be managed for at least the period promised in the Proposal. FWS can monitor any site during its management period.

Every year, NAWCA and NMBCA Grant Officers monitor a sample of projects that have been completed within the last three years. The DBHC monitoring plan can be found in Appendix 15. Recipients receive at least 30-days notice prior to a monitoring visit.

**J. AUDITS AND MONITORING** *(continued)*

J-4 Is the Recipient responsible for documenting all reported grant and match activities?

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., number of hours of volunteer time contributed at what rate; hours of personnel time donated at what rate, meeting space, etc.). Recipient must also have access to complete records substantiating compliance with any applicable Federal or program level financial, administrative, and property requirements. If requested by FWS, Recipient must make these records available for review.

Any match that is not supported by adequate documentation may be disallowed by the Grant Officer.

**PLEASE NOTE: The appendices found in the original Grant Administration Standards have been renumbered or omitted in this Handbook:**

- APPENDIX A OF GRANT STANDARDS: CERTIFICATIONS AND ASSURANCES (See Handbook Appendix 16)
- APPENDIX B OF GRANT STANDARDS: DEFINITIONS (See Handbook Appendix 17)
- APPENDIX C OF GRANT STANDARDS: SAMPLE NOTICE OF GRANT REQUIREMENTS TEMPLATE (See Handbook Appendix 14)
- APPENDIX D OF GRANT STANDARDS: INDEX (omitted from this Handbook)

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**APPENDIX 1: NAWCA and NMBCA LEGISLATION**

**NAWCA**

Adobe Acrobat  
Document

**North American  
Wetlands  
Conservation Act**

**NMBCA**

Adobe Acrobat  
Document

**Neotropical  
Migratory Bird  
Conservation Act**

*(Double-click the icons to access each document.)*

## APPENDIX 2: COST PRINCIPLE DOCUMENTS

The documents listed below establish principles for determining which costs are allowable or eligible based on the type of organization. They apply to the obligation of Federal grant dollars and matching cash by Recipients or subrecipients and the acceptance of matching in-kind donations by Recipients and subrecipients. They also apply to matching in-kind contributions consisting of an interest in real property that the owner contributes to the project, but retains title or ownership. The Cost Principles and 43 CFR, part 12, apply in these cases when the Recipient accepts the in-kind contributions of real property to be used for the purposes of the project.

Note that a subrecipient nonprofit organization uses one set of Cost Principles; an individual uses the same set of Cost Principles as a nonprofit organization by NAWCA policy; a subrecipient State, Commonwealth, Territorial, local, or Tribal government uses a different set of Cost Principles; a subrecipient educational institution uses a different set of Cost Principles; and a commercial organization uses yet another set of Cost Principles.

The Federal Cost Principles and the NAWCA-specific Cost Principles apply to all costs that are: (a) incurred in expending grant funds or matching cash by Recipients or subrecipients, or (b) accepted as a matching in-kind contribution by Recipients and subrecipients.

The Recipient must comply with the applicable NAWCA-specific Cost Principles which are posted on the website of the NAWCA Grant Program (<http://www.fws.gov/birdhabitat/Grants/NAWCA/Standard/US/files/EligibilityCriteria.pdf>).

Individuals and nonprofit organizations chartered under the laws of a State, Commonwealth, or Territory of the United States are subject to Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-Profit Organizations," which are incorporated into 2 CFR, Part 230.

States, Commonwealths, Territories, local governments, the District of Columbia, and Federally recognized Indian Tribal governments of the United States, including their agencies and instrumentalities, are subject to OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," which are incorporated into 2 CFR, Part 225.

Institutions of higher education are subject to OMB Circular A-21, "Cost Principles for Educational Institutions," which are incorporated into 2 CFR, Part 220.

Commercial organizations organized and chartered under laws of a State, Commonwealth, or Territory of the United States, are subject to 48 CFR 31.2, "Contracts with Commercial Organizations."

The USFWS is also authorized to negotiate and enter into cooperative arrangements and grants with: (a) American citizens and individuals with permanent residency status in the United States of America; (b) organizations and institutions that are organized, chartered, or recognized under State, local, or Federal law other than nonprofit organizations, hospitals, institutions of higher education, commercial organizations, and agencies or instrumentalities of States, Tribes, local governments, institutions of higher education, hospitals, and nonprofit organizations. The Federal Cost Principles, are not directly applicable to these two categories of Recipients. However, if an entity in either of these two categories is a Recipient or subrecipient, the USFWS will apply OMB Circular A-122, "Cost Principles for Non-Profit Organizations" (see 2 CFR, Part 230).

The USFWS reserves the right to negotiate terms of a grant or cooperative agreement or cooperative arrangement with applicants in categories (a) and (b) above that depart from OMB Circular A-122, as long as such terms comply with all applicable laws and are appropriate for the project and acceptable to both USFWS and the Recipient.

*Continued next page*



**APPENDIX 2: COST PRINCIPLE DOCUMENTS** *(continued)*

43 CFR 12.64 provides additional rules for match when States, Commonwealths, Territories, local governments, the District of Columbia, and Federally recognized Indian Tribal governments of the United States, including their agencies and instrumentalities are Recipients or subrecipients. 43 CFR 12.923 similarly provides additional rules for match when nonprofit organizations (and by NAWCA policy, commercial organizations and individuals) are Recipients or subrecipients.

49 CFR, Part 24, provides additional rules specifying the costs that may be paid when real property is acquired.

The annual Appropriations Acts that provide Federal funds for the NAWCA Grants Program has for several years, in effect, prohibited the expenditure of more than \$1 for an option to buy land.

According to 43 CFR, Recipients and subrecipients that are institutions of higher education, other non-profit organizations, commercial organizations, or individuals must maintain written procedures to determine reasonableness, allocability, and allowability of costs in accordance with the applicable Federal Cost Principles and the Agreement.

**APPENDIX 3: INTERNAL GRANT STANDARDS**

The Grant Administration Standards for Internal Agreements will be updated by 2013.

A square icon with a light blue background and a dark blue border. The text "Adobe Acrobat 7.0 Document" is centered within the square.

Adobe Acrobat 7.0  
Document

**Internal Grant Standards**

*(Double-click the icon to access the document.)*

## APPENDIX 4: SF-425 (Annual, Final and Quarterly FFR)

### SF-425 - Required with annual and final reports

<b>FEDERAL FINANCIAL REPORT</b>						You must submit this form with each annual or final report. Use one form for each grant.		
(Follow form instructions)								
1. Federal Agency and Organizational Element to Which Report is Submitted <b>FWS/DBHC</b>		2. Federal Grant or Other Identifying Number Assigned (To report multiple grants, use FFR Attachment) This number starts with "F"; find it in your grant award.			1			
pages								
3. Recipient Organization (Name and complete address including Zip code) Insert your full, official address, which must be the same as the address in your CCR record.								
4a. DUNS Number You must insert the same number as in your grant award.	4b. EIN Does not apply to non-U.S. organizations.	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) Your internal tracking number; or leave blank.			6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual		
8. Project/Grant From: (Month, Year) Example: 06/30/2012. Find this in your grant award.		To: (Month, Day, Year) Example for a 2-year grant: 06/30/2014		9. Reporting Period (Month, Day, Year) Example for first report of 2-year grant: 06/30/2013				
10. Transactions						Cumulative		
(Use lines a-c for single or multiple grant reporting)						Use lines 10a, b, c only for quarterly reports.		
<b>Federal Cash (To report multiple grants, also use FFR Attachment)</b>						Do not use this form for more than one grant.		
a. Cash Receipts								
b. Cash Disbursements								
c. Cash on Hand (line a minus b)								
(Use lines d-o for single grant reporting)						Use lines 10d-t only for annual and final reports.		
<b>Federal Expenditures and Unobligated Balances:</b>								
d. Total Federal funds authorized						10.d. should be identical to the total grant amount in your original NAWCA/NMBCA award document.		
e. Federal share of expenditures						10.e. should be identical to amount in your annual or final expenditure report: match that you still owe.		
f. Federal share of unliquidated obligations						10.f. are obligations incurred but not yet paid; this should be zero in the final report.		
g. Total Federal share (sum of lines e and f)								
h. Unobligated balance of Federal funds (line d minus g)								
<b>Recipient Share:</b>								
i. Total recipient share						10.i. should be identical to the match amount in your original grant award.		
j. Recipient share of expenditures						10.j. should be identical to amount in your annual or final expenditure report: total match (cash plus in kind) contributed by you or your partners at the end of the reporting period; i.e., the total match contributed so far.		
k. Remaining recipient share						10.k. should be identical to amount in your annual or final expenditure report that shows the match you still owe.		
<b>Program Income:</b>								
l. Total Federal program income earned						Program income refers to income that you received as a result of buying a tract with this grant, e.g., farming or hunting lease, or similar "additional" income. (It is NOT match or grant funding.) For most projects, lines 10.l - o are left blank.		
m. Program income expended in accordance with grant award								
n. Program income expended in accordance with grant award								
o. Unexpended program income (line m minus n)								
11. Indirect Expense		a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
Unless you have an official NICRA, leave this blank. If your financial officer does not know what a NICRA is, you do not have one.								
						g. Totals:		
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation: Leave blank. If you have remarks, please send them to your grant officer in an email message instead.								
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)								
a. Typed or Printed Name and Title of Authorized Certifying Official May be the CCR point of contact, project officer, or head of the recipient's organization.				c. Telephone (Area code, number and extension)				
				d. Email address				
b. Signature of Authorized Certifying Official <b>Important!</b>				e. Date Report Submitted (Month, Day, Year) <b>Important!</b>				
14. Agency use only:								

Standard Form 425  
OMB Approval Number: 0348-0061  
Expiration Date: 10/31/2011

**Paperwork Burden Statement**

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

## APPENDIX 4: SF-425 (Annual, Final and Quarterly FFR)

**SF-425 - Quarterly report, required for all recipients that requested option to request advances**

If you request the ability to obtain fund advances, you must submit this form each quarter. Do not combine this with your annual or final report. Use one form for each grant.		<h3 style="margin: 0;">FEDERAL FINANCIAL REPORT</h3> <p style="margin: 0;">(Follow form instructions)</p>						
1. To Which Report is Submitted FWS/DBHC		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, Do not use this form for more than one grant.) This number starts with "F"; find it in your grant award.				Page 1	of pages	
3. Recipient Organization (Name and complete address including Zip code) Insert your full, official address, which must be the same as the address in your CCR record.								
4a. DUNS Number You must insert the same number as in your grant award.	4b. EIN Does not apply to non-U.S. organizations.	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) Your internal tracking number; or leave blank		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual			
8. Project/Grant From: (Month, Year) Example: 06/30/2012. Find this in your grant award		To: (Month, Day, Year) Example for a 2-year grant: 06/30/2014		9. Reporting Period (Month, Day, Year) Example for first quarter: 09/30/2012				
10. Transactions (Use lines a-c for single or multiple grant reporting) Use lines 10a, b, c for quarterly reports.						Cumulative		
<b>Federal Cash (To report multiple grants, also use FFR Attachment):</b>								
a. Cash Receipts		10.a. are the NAWCA/NMBCA funds that were deposited in your bank this quarter.				10.c. are funds you drew but have not yet disbursed. You must disburse them within 7 days of drawdown (if \$10K or more) or within 30 days (if less than \$10K).		
b. Cash Disbursements								
c. Cash on Hand (line a minus b)								
(Use lines d-o for single grant reporting)								
<b>Federal Expenditures and Unobligated Balance:</b>								
d. Total Federal funds authorized								
e. Federal share of expenditures								
f. Federal share of unliquidated obligations								
g. Total Federal share (sum of lines e and f)								
h. Unobligated balance of Federal funds (line d minus g)								
<b>Recipient Share:</b>								
i. Total recipient share required								
j. Recipient share of expenditures								
k. Remaining recipient share to be provided (line i minus j)								
<b>Program Income:</b>								
l. Total Federal program income earned								
m. Program income expended in accordance with the deduction alternative								
n. Program income expended in accordance with the addition alternative								
o. Unexpended program income (line l minus line m or line n)								
11. Indirect Expense		a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
		Leavethis blank.						
		g. Totals:						
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation: Leave blank. If you have remarks, please send them to your grant officer in an email message instead.								
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)								
a. Typed or Printed Name and Title of Authorized Certifying Official May be the CCR point of contact, project officer, or head of the recipient's organization.				c. Telephone (Area code, number and extension)				
				d. Email address				
b. Signature of Authorized Certifying Official Important!				e. Date Report Submitted (Month, Day, Year) Important!				
14. Agency use only:								

Standard Form 425  
 OMB Approval Number: 0348-0061  
 Expiration Date: 10/31/2011

**Paperwork Burden Statement**  
 According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

## APPENDIX 5: SF-424 (CORE FORM) AND ASSURANCES (B, D)

An SF 424 Application for Federal Assistance is required for all applicants, except the Fish and Wildlife Service. For more information about the SF424, please go to Grants.gov at the following link: [http://www.grants.gov/agencies/aforms\\_repository\\_information.jsp](http://www.grants.gov/agencies/aforms_repository_information.jsp) and select “active forms”, next select “SF424 Family”, then select “Application for Federal Assistance SF-424”

For the latest version of the SF 424, as available on Grants.gov, please use the following link: [http://apply07.grants.gov/apply/forms/sample/SF424\\_2\\_1-V2.1.pdf](http://apply07.grants.gov/apply/forms/sample/SF424_2_1-V2.1.pdf)

In Addition, the SF 424 **Assurance D - Construction** form is required for all NAWCA grants. Assurance B or D is required for NMBCA grants.

### SF424 FORM:

OMB Number: 4840-0004  
Expiration Date: 03/31/2012

**Application for Federal Assistance SF-424**

**1. Type of Submission:**  Principals  New  Revision, select appropriate letters:  
 Application  Continuation  Other (Specify): \_\_\_\_\_  
 Changed/Corrected Application  Revision \_\_\_\_\_

**2. Date Received:** \_\_\_\_\_ **3. Applicant Identifier:** \_\_\_\_\_  
Completed by Grants.gov user submission

**5a. Federal Entity Identifier:** \_\_\_\_\_ **5b. Federal Award Identifier:** \_\_\_\_\_

**State Use Only:**  
**6. Date Received by State:** \_\_\_\_\_ **7. State Application Identifier:** \_\_\_\_\_

**8. APPLICANT INFORMATION:**

**a. Legal Name:** \_\_\_\_\_

**d. Employer/Taxpayer Identification Number (EIN/TIN):** \_\_\_\_\_ **e. Organizational DUNS:** \_\_\_\_\_

**d. Address:**  
 \* Street1: \_\_\_\_\_  
 Street2: \_\_\_\_\_  
 \* City: \_\_\_\_\_  
 County/Parish: \_\_\_\_\_  
 \* State: \_\_\_\_\_  
 Province: \_\_\_\_\_  
 \* Country: USA: UNITED STATES  
 \* Zip / Postal Code: \_\_\_\_\_

**e. Organizational Unit:**  
 Department Name: \_\_\_\_\_ Division Name: \_\_\_\_\_

**f. Name and contact information of person to be contacted on matters involving this application:**  
 Prefix: \_\_\_\_\_ \* First Name: \_\_\_\_\_  
 Middle Name: \_\_\_\_\_  
 \* Last Name: \_\_\_\_\_  
 Suffix: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organizational Affiliation: \_\_\_\_\_  
 \* Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 \* Email: \_\_\_\_\_

**Application for Federal Assistance SF-424**

**9. Type of Applicant 1: Select Applicant Type:** \_\_\_\_\_

Type of Applicant 2: Select Applicant Type: \_\_\_\_\_  
 Type of Applicant 3: Select Applicant Type: \_\_\_\_\_  
 \* Other (specify): \_\_\_\_\_

**10. Name of Federal Agency:** \_\_\_\_\_

**11. Catalog of Federal Domestic Assistance Number:** \_\_\_\_\_  
 CFDA Title: \_\_\_\_\_

**12. Funding Opportunity Number:** \_\_\_\_\_  
 \* Title: \_\_\_\_\_

**13. Competition Identification Number:** \_\_\_\_\_  
 Title: \_\_\_\_\_

**14. Areas Affected by Project (Cities, Counties, States, etc.):**  
 \_\_\_\_\_ [Add Attachment](#) [Delete Attachment](#) [View Attachments](#)

**15. Descriptive Title of Applicant's Project:** \_\_\_\_\_

Attach supporting documents as specified in agency instructions.  
[Add Attachments](#) [Delete Attachments](#) [View Attachments](#)

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**  
 \* a. Applicant: \_\_\_\_\_ \* b. Program/Project: \_\_\_\_\_  
Attach an additional list of Program/Project Congressional Districts, if needed.  
[Add Attachment](#) [Delete Attachment](#) [View Attachment](#)

**17. Proposed Project:**  
 \* a. Start Date: \_\_\_\_\_ \* b. End Date: \_\_\_\_\_

**18. Estimated Funding (\$):**

* a. Federal	_____
* b. Applicant	_____
* c. State	_____
* d. Local	_____
* e. Other	_____
* f. Program Income	_____
* g. TOTAL	_____

**19. Is Application Subject to Review by State Under Executive Order 12372 Process?**  
 a. This application was made available to the State under the Executive Order 12372 Process for review on \_\_\_\_\_  
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.  
 c. Program is not covered by E.O. 12372.

**20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment)**  
 Yes  No  
 If "Yes," provide explanation and attach  
 \_\_\_\_\_ [Add Attachment](#) [Delete Attachment](#) [View Attachment](#)

**21. "By signing this application, I certify (1) to the statements contained in the list of certifications" and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances" and agree to comply with any resulting terms. If I accept an award, I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 28, Section 1001)**  
 **I AGREE**

\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**  
 Prefix: \_\_\_\_\_ \* First Name: \_\_\_\_\_  
 Middle Name: \_\_\_\_\_  
 \* Last Name: \_\_\_\_\_  
 Suffix: \_\_\_\_\_  
 \* Title: \_\_\_\_\_  
 \* Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 \* Email: \_\_\_\_\_  
 \* Signature of Authorized Representative: \_\_\_\_\_ Completed by Grants.gov user submission \* Date Signed: \_\_\_\_\_ Completed by Grants.gov user submission

## APPENDIX 6: NEPA, ESA AND NHPA LANGUAGE

### NEPA

The National Environmental Policy Act of 1969, as amended (NEPA, 42 U.S.C. 4321-4347), requires that, prior to implementing a proposed action, Federal agencies consider a range of reasonable alternatives, and evaluate the effects of their proposed action and the alternatives on the environment. Based on the magnitude of the action and, especially, on the significance of the anticipated effects, different processes and associated documentation are required to satisfy NEPA requirements. The two most common NEPA documents are environmental assessments (EAs) and environmental impact statements (EISs). There is another subset of Federal actions which satisfies specific criteria and for which no NEPA documentation is required. These actions are referred to as categorical exclusions (Cat Exes), and are categorically excluded from full NEPA documentation requirements.

The National Environmental Protection Act (NEPA) can be found at the following link:

<http://www.nepa.gov/nepa/regs/nepa/nepaeqia.htm>

Sections especially applicable to U.S. grants are 40 CFR 1501.6 and 516 DM 2.5, which implements the National Environmental Policy Act (NEPA), for all project activities can be found at the following link:

<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&rgn=div8&view=text&node=40:1.0.1.1.6.2.1.1&idno=40>

### ESA (Section 7)

The Endangered Species Act of 1973 (ESA) directs all Federal agencies to work to conserve endangered and threatened species and to use their authorities to further the purposes of the Act. Section 7 of the Act, called "Interagency Cooperation," is the mechanism by which Federal agencies ensure the actions they take, including those they fund or authorize, do not jeopardize the existence of any listed species.

The Endangered Species Act of 1973 (ESA) can be found at the following link: <http://epw.senate.gov/esa73.pdf>

### NHPA

The National Historic Preservation Act (NHPA) can be found at the following link:

<http://uscode.house.gov/download/pls/16C1A.txt>

Sections especially applicable to U.S. grants is 36 CFR, Part 800, which implements the National Historic Preservation Act (NHPA), for all project activities can be found at the following link: [http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title36/36cfr800\\_main\\_02.tpl](http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title36/36cfr800_main_02.tpl)

## APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

### When Reports are Due

Award Performance Start Date	Annual Interim Report End Date	Annual Interim Report Due Date (90 days after report end date)
January 1	December 31	March 31
January 2- March 31	March 31	June 29
April 1	March 31	June 29
April 2- June 30	June 30	September 28
July 1	June 30	September 28
July 2- September 30	September 30	December 29
October 1	September 30	December 29
October 2 – December 31	December 31	March 31

Annual reports are due each year based on the calendar quarter in which the project began. The table below illustrates interim reporting timeframes and due dates.

Final reports are due within 90 days of the project end date. Check your Grant Agreement and/or modifications to your Grant Agreement to determine the project end date. All grant and match activities must be completed, and all grant and match funds obligated, by the project end date. All grant and match funds must be liquidated within 90 days of the project end date.

### Other Reporting Requirements

Reporting Quarter	SF-425 due date
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30
October 1 – December 31	January 30

- Recipients that elect the ability to receive advance payments must submit quarterly financial reports on SF 425 for each grant ([See Appendix 4 for an example](#)). Quarterly reports are due on the following dates:
- Recipients of awards that include any funds obligated after January 2012 are required--under the Federal Funding Accountability and Transparency Act (FFATA)--to report executive compensation and subaward information. Information must be reported via the FFATA Subaward Reporting System at [www.fsr.gov](http://www.fsr.gov). See Section C(2)(e) for additional information.

## APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

### Items Required in Reports

#### Annual

1. Comparison of actual (grant and match) accomplishments with proposed objectives for the period. This should include habitat accomplishments as well as grant and match expenditures by partner. This comparison should include accomplishments for the project from inception to the end of the reporting period in question, not only for the previous year. Old match should be included.
2. For Standard Grant NAWCA Projects only, a comparison of the acres achieved compared with the acres described by category in the responses to Technical Assessment Questions 4 and 5 of the Proposal or latest approved revision to these Proposal tables, and an explanation of any differences. These tabular comparisons should include accomplishments for the project from inception to date, not only for the previous year. Old match should be included. ([Fillable forms for Technical Assessment Questions 4 and 5](#))
3. Signed and dated financial status report(s) on Standard Form 425 for each award and subaward issued by DBHC.
4. Complete documentation for real property interests acquired within the last year. Documentation for "old" match properties bought before FWS signed the Grant Agreement should be submitted with the first annual report.

#### Final

1. Comparison of actual (grant and match) habitat and financial accomplishments with proposed objectives for the entire project period.
2. For Standard Grant NAWCA Projects only, a comparison of the acres achieved compared with the acres described by category in the responses to Technical Assessment Questions 4 and 5 of the Proposal or latest approved revision to these Proposal tables, and an explanation of any differences. ([Fillable forms for Technical Assessment Questions 4 and 5](#))
3. Signed and dated financial status report(s) on Standard Form 425 for each award and subaward issued by DBHC.
4. Complete documentation for real property interests acquired within the last year or not previously submitted.
5. Geographic information systems software (GIS) shapefiles of all grant and match interests acquired, restored, enhanced, or established as part of the project. Submit complete shapefiles in geospatial vector data format for GIS. The Recipient may, in lieu of submitting the shapefiles described above, provide U.S. Geological Survey 7 1/2 minute topographic maps showing all of the tracts affected by the Project.
6. Inventory of all equipment acquired with Federal funds.
7. Inventory of unused supplies if the total aggregate value at project completion exceeds \$5,000.
8. For NAWCA projects only, the tract table as presented in the Proposal or the latest approved revision of this table, showing the following information for each tract: name (as reflected in the proposal or modifications), proposed and actual acreage accomplishments and an explanation of any substitutions or differences, ownership, and lat/long coordinates for the entrance to or center of tract.



**APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES**

Sample Annual Report.

**Annual Report**  
**Wetlands Restoration Within the West Gulf Coastal Plain, Texas II**

*Include the  
agreement  
number.*

Following is the second ~~annual report~~ for *Wetlands Restoration Within the West Gulf Coastal Plain, Texas II* (MS-N51B), funded by the North American Wetlands Conservation Fund. Ducks Unlimited, Inc. (DU) is the grantee for this project. This report covers the grant period May 25, 2005 - May 25, 2007. A modification was made to the grant agreement during this reporting period, extending the project period to May 25, 2008.

All components of the *Wetlands Restoration Within the West Gulf Coastal Plain, Texas II* NAWCA grant are progressing as planned. Dry weather will dictate timely completion of planned wetland restoration and enhancement. Details of work completed during the reporting period follow. Comparison tables for Technical Assessment Questions 4 and 5 *Required!* are found at the end of this narrative.

**Acquisition/Donation of Real Property**

Since the last report, Ducks Unlimited has secured a conservation easement on 144 acres of wetland habitat in the Trinity River floodplain in Leon County, with an easement value of \$86,400. Currently we are negotiating additional easements donations with three landowners within the project area. Acres of easement under negotiation total 728 acres, with an estimated value of \$325,000. These would greatly exceed the Grant objectives for donated easement acres and easement value. All three additional easements are on course to be finalized by 31 December 2007.

**Restoration and Enhancement Objectives**

**East Texas Wetlands Project:** The restoration objective for private lands projects is 3,075 acres. Through two years of the Grant period, we have conserved 2,099 acres, 68% of the objective. Forested wetland habitat constitutes 575 acres of the total, with 1,524 acres in palustrine emergent habitat and an additional 16 acres of wet meadow/native herbaceous habitat.

**Cooper Wildlife Management Area:** All work proposed at Cooper WMA has been completed. A total of 288 acres of palustrine emergent wetland habitat was enhanced via installation of a water control structure, repair of 5,500 feet of levee, and mechanical control of 15 acres of woody invasives.

**White Oak Creek Wildlife Management Area:** All work proposed at White Oak Creek WMA has been completed. A total of 276 acres of palustrine emergent wetland habitat was enhanced via repair of 21,000 feet of levee and mechanical control of 120 acres of woody invasives.

**APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES**

Sample Annual Report *continued*.

**Alazan Bayou Wildlife Management Area:** Most of the work proposed at Alazan Bayou WMA has been completed. A total of 100 acres of palustrine emergent wetland habitat has been enhanced via provision of a 11,000 gpm portable pump, and provision of a ramp at the edge of Moral Creek to allow better access for the pump. When the units are dry enough for heavy equipment, remaining brush and unwanted dense woody growth will be removed.

**Budget**

Of the total project budget of \$2,499,822, a total of \$1,906,336 has been spent (please see SF 269, attached). A total of \$403,580 of grant funds has been expended, leaving a balance of \$268,003 for the remainder of the project. Non-federal matching funds totaling \$1,142,756 have been spent (85% of the \$1,343,679 pledged).



**APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES**

Sample Technical Question 5 Reporting.

Technical Question 5: (P=Proposed, A=Accomplished)

ACTIVITY	ACRES BY TENURE (years) OF BENEFITS CATEGORY * Includes water control structures made of material other than wood. ** Includes wood water control structures and pumps.								TOTAL ACRES	
	PERPETUITY		*26-99		**10-25		< 10			
	P	A	P	A	P	A	P	A	P	A
Fee Acquired										
Fee Donated										
Easement Acquired	300	128							300	128
Easement Donated										
Lease Acquired										
Lease Donated										
<b>TOTAL ACQUIRED</b>	<b>300</b>	<b>128</b>							<b>300</b>	<b>128</b>
RESTORED			3075	2099					3075	2099
ENHANCED			664	664					664	664
CREATED										
OTHER										
<b>TOTAL</b>	<b>300</b>	<b>128</b>	<b>3739</b>	<b>2763</b>					<b>4039</b>	<b>2891</b>
Tract: Easements	300	128							300	128
Tract: East TX Wetlands Proj.			3075	2099					3075	2099
Tract: Cooper WMA			288	288					288	288
Tract: White Oak Crk WMA			276	276					276	276
Tract: Alazan Bayou WMA			100	100					100	100
<b>TOTAL</b>	<b>300</b>	<b>128</b>	<b>3739</b>	<b>2763</b>					<b>4039</b>	<b>2891</b>

## APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

Sample Final SF-425.

### FEDERAL FINANCIAL REPORT

(Follow form instructions)

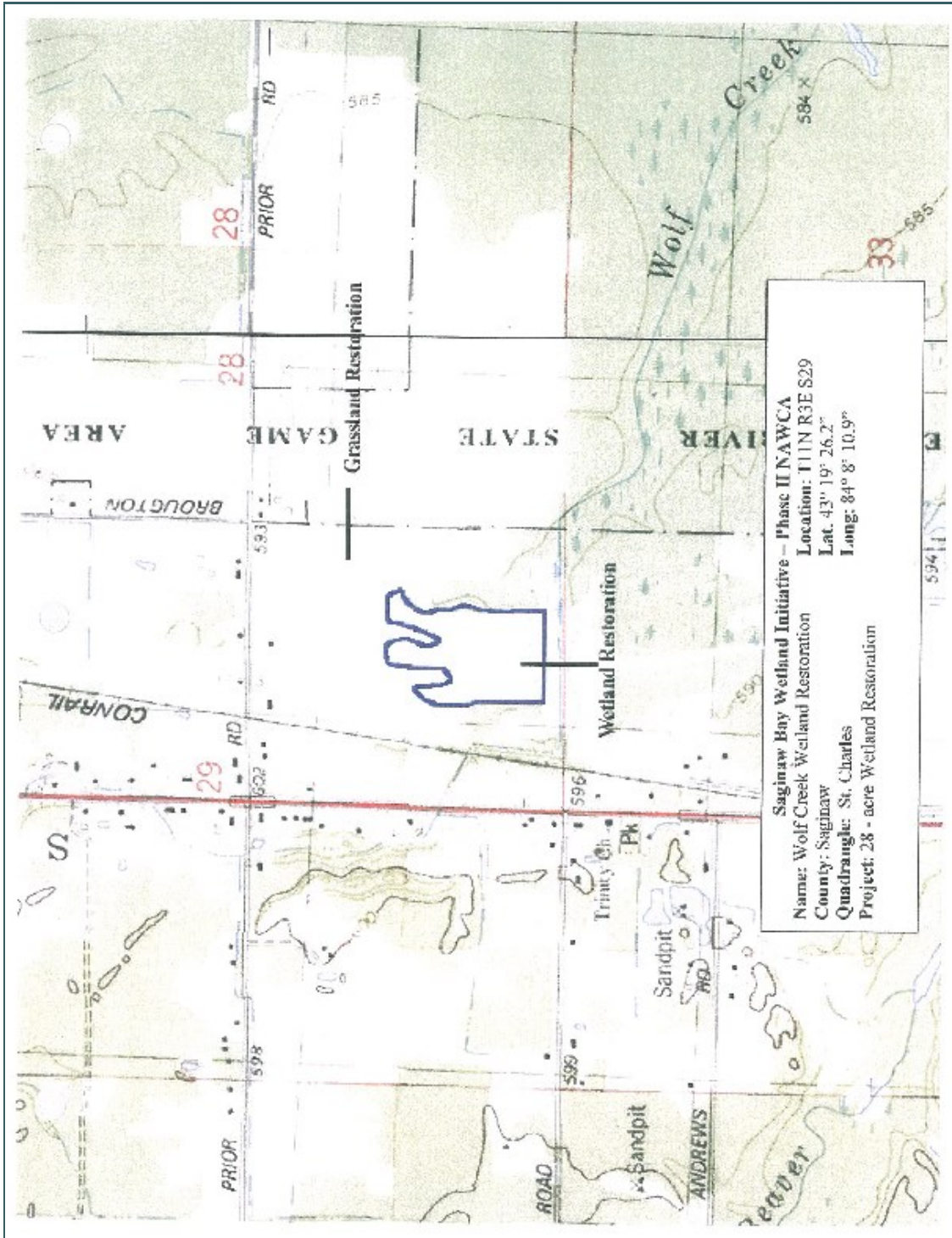
1. Federal Agency and Organizational Element to Which Report is Submitted <b>USFWS</b>		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment) [REDACTED]		Page <b>1</b>	of <b>1</b>	
3. Recipient Organization (Name and complete address including Zip code) <b>The Nature Conservancy</b>						
4a. DUNS Number [REDACTED]	4b. EIN [REDACTED]	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment) [REDACTED]		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Final	7. Basis of Accounting Cash <input type="checkbox"/> Accrual <input checked="" type="checkbox"/>	
8. Project/Grant Period From: (Month, Day, Year) <b>May 29, 2008</b>		To: (Month, Day, Year) <b>May 29, 2011</b>		9. Reporting Period End Date (Month, Day, Year) <b>June 30, 2010</b>		
10. Transactions					Cumulative	
<i>(Use lines a-c for single or multiple grant reporting)</i>						
<b>Federal Cash (To report multiple grants, also use FFR Attachment):</b>						
a. Cash Receipts						
b. Cash Disbursements						
c. Cash on Hand (line a minus b)						
<i>(Use lines d-o for single grant reporting)</i>						
<b>Federal Expenditures and Unobligated Balance:</b>						
d. Total Federal funds authorized						
e. Federal share of expenditures						
f. Federal share of unliquidated obligations						
g. Total Federal share (sum of lines e and f)						
h. Unobligated balance of Federal funds (line d minus g)						
<b>Recipient Share:</b>						
i. Total recipient share required						
j. Recipient share of expenditures						
k. Remaining recipient share to be provided (line i minus j)						
<b>Program Income:</b>						
l. Total Federal program income earned						
m. Program income expended in accordance with the deduction alternative						
n. Program income expended in accordance with the addition alternative						
o. Unexpended program income (line l minus line m or line n)						
11. Indirect Expense						
a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
Fixed	23.00%	07/27/07	05/29/11	\$ 116,792.00	\$ 26,862.00	\$ 26,862.00
g. Totals:				\$ 116,792.00	\$ 26,862.00	\$ 26,862.00
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:						
13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)						
a. Typed or Printed Name and Title of Authorized Certifying Official <b>[REDACTED] Grants Manager</b>			c. Telephone (Area code, number and extension) [REDACTED]			
b. Signature of Authorized Certifying Official [REDACTED]			d. Email address [REDACTED]			
			e. Date Report Submitted (Month, Day, Year) <b>August 9, 2011</b>			
14. Agency use only:						

Standard Form 425  
OMB Approval Number: 0348-0061  
Expiration Date: 10/31/2011

**Paperwork Burden Statement**  
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0061. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0061), Washington, DC 20503.

### APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

GIS shapefiles should be provided for each property interest acquired, restored, enhanced, or established as part of the project.



In lieu of shapefiles, you may provide complete USGS 7 1/2 minute topographic maps that show all of the tracts (acquisition, restoration, enhancement, and establishment) accomplished with grant and matching funds.

## APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

Sample Tract Tables.

Tract/Partner	Proposed Acreage	Actual Acreage	Lat/Long
Brice's Creek/NCCLT	30 acres	30.61 acres	3501.3N/7701.8W
Luken's Island/NCCLT	140 acres	136 acres	3451.5N/7632.5 W
Pelletier Tract/NCCF	62 acres	59.2 acres	3446.5N/7708.5W
Whitehurst Tract/NCCF	150 acres	150 acres	3507.5N/7658W
McLean Savanna I and II/TNC	550 acres	666 acres	3427'N/7745W
White Oak River Game Lands/NCWRC and DU	100 acres	100 acres	3445.05N/7708W
Bear Garden/TNC	7316 acres	14,103 acres	3435 N/7745W
North River Farms/NCCF	2,168 acres	2,168 acres	34 40'N/7708'W

Tract ID/Activity	Proposed Acres	Actual Acres	Proposed Riparian Miles	Actual Riparian Miles	Central Tract Location in Decimal Degrees	Final Title Holder
Tract#1-Name	50	35	0	0		Happy Trust
Tract#2-Name	75	105	0	0		Fun Trails

**APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES**

Sample final budget table.

ACTUAL BUDGET TABLE - FINAL FINANCIAL REPORT							
July 27, 2007 to May 29, 2011							
ACTIVITIES	GRANT \$	PARTNER NAME	OLD MATCH \$	NEW MATCH \$	NON-MATCH \$	TOTAL \$	TRACT ID
Land Costs: Easement Acquired	\$844,000					\$844,000	1
Land Costs: Easement Acquired		TNC	\$292,439		\$207,561	\$500,000	2
Land Costs: Easement Acquired		GOCO	\$100,000			\$100,000	2
Land Costs: Easement Donated				\$1,294,000	\$656,000	\$1,950,000	1
Land Costs: Easement Donated			\$144,000		\$50,000	\$194,000	2
Appraisals & Other Acquisition Costs		TNC	\$13,699	\$341		\$14,040	1&2
Appraisals & Other Acquisition Costs				\$20,600		\$20,600	1
Non-Contract Personnel & Travel		TNC		\$10,851		\$10,851	1
<b>TOTAL ACQUIRED</b>	<b>\$844,000</b>		<b>\$550,138</b>	<b>\$1,325,792</b>	<b>\$913,561</b>	<b>\$3,633,491</b>	
Arapahoe NWR	\$59,883	DU		\$13,962		\$73,845	3
Herbron Slough	\$0	DU	\$1,655			\$1,655	4
<b>TOTAL RESTORED</b>	<b>\$59,883</b>		<b>\$1,655</b>	<b>\$13,962</b>	<b>\$0</b>	<b>\$75,500</b>	
	\$45,717	DU		\$54,219		\$99,936	5
		DU	\$2,951	\$4,542		\$7,493	6
		CDOW	\$1,800	\$10,101		\$11,901	6
		DU	\$18,940	\$1,796		\$20,736	7
		CDOW	\$15,321			\$15,321	7
<b>TOTAL ENHANCED</b>	<b>\$45,717</b>		<b>\$39,012</b>	<b>\$70,658</b>	<b>\$0</b>	<b>\$155,387</b>	
<b>TNC INDIRECT</b>	<b>\$26,862</b>						
<b>GRAND TOTAL</b>	<b>\$976,462</b>		<b>\$590,805</b>	<b>\$1,410,412</b>	<b>\$913,561</b>	<b>\$3,864,378</b>	



**APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES****NMBCA guidance for annual and final reports**

**Each grant recipient is required to submit annual and final financial reports and annual and final performance reports that briefly describe the success of meeting all objectives in the proposal and that explain any differences between proposed activities and actual achievements. Describe the accomplishments under each objective separately. Extensive descriptions are not necessary if project activities were fully completed; when appropriate, a note stating that "this activity was accomplished 100%" could be sufficient.**

**Each annual and final report must include the following:**

A concise narrative showing accomplishments under each objective. List each objective and evaluation criterion from your proposal, briefly describe the accomplishments under each objective, and state that this objective was 100% accomplished or, if not 100%, why not. (See A, below.)

A comparison of budgeted (proposed) vs. actual (expended) line items. We suggest that you copy the budget table from your proposal and insert columns for "actual grant expenditures" and "actual match contributed". If possible, please format it so that it prints well on a standard U.S. letter page (i.e., not wider than about 20 cm or 8 inches ). (See B, below.)

A signed and dated SF-425. (See C, below.)

Any relevant attachments (e.g., real estate documentation, GIS shapefiles, photos, project products, equipment inventory for any equipment over \$5,000). Please review the grant guidelines to determine what documentation you need to include in your report. The guidelines can be viewed at <http://www.fws.gov/birdhabitat/Grants/NMBCA/Guidelines.shtm>.

**A. Progress (narrative) report**

1. Preferred format for the narrative report:
  - o Title, project number, and award number of NMBCA grant
  - o Name of your Project Officer, Name of Organization that received the grant
  - o Grant period: begins x/x/xxxx and ends z/z/yyyy
  - o "Annual Report for period ending y/y/yyyy" or "Final report"
  - o Accomplishments under each and all objectives given in the proposal
    - § Table
    - § Narrative
  - o List of attachments that include the documentation for each outcome and product
2. Consider structuring your progress report similarly to your proposal, i.e., the same order of objectives/activities/outcomes for the narrative portion and the same budget table. You may also submit a table of objectives compared to accomplishments, if the arrangement of objectives is parallel to that in the proposal.
3. Your final report (and second annual report, if you have obtained an extension) must be cumulative from the beginning of your grant period to the end of the year that you are reporting on

**Report on time and with care. Your reports are the official documentation showing that you spent the award as agreed.**

**On-time submission of all required reports and documentation is an important performance component. NMBCA proposal reviewers will take into consideration an applicant's prior performance in past and current projects.**

## APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

### Definitions:

**Objective**—The specific result you expect to achieve through the project (e.g., increase restored habitat in the project area by 10 percent).

**Output/product**—For example, the number of acres restored.

**Outcome**—Desired goal of the objective (e.g., more Neotropical migratory birds using the restored habitat).

and must include a summary of the accomplishments and expenses that you already reported in your previous report.

4. Email attachments are preferred over hard copies of these documents. Please reference the project or award number in the email subject line.
5. If you will need additional time to complete your report, please contact your USFWS DBHC grant administrator at least one day before the due date. Extensions are limited to 30 days from the due date. You may submit your reports in English, Spanish, or Portuguese.
6. You must include all objectives and outputs funded with match. All reporting and documentation requirements also apply to all match-funded activities. For example, if you propose to provide a 1,000-acre tract as in-kind match, you must send copies of all required property documentation (deed, settlement statement or payment verification if the price and purchase date are not on the deed, appraisal, map, shapefile). You must send this no later than with your next report.
7. Give measurable accomplishments. List all products and outcomes from your project, and attach electronic copies of the products. Remember that you must include all objectives and outputs, including those funded with match. If you do not accomplish an objective, you may be asked to return grant funds. Show how the project enhanced the conservation of Neotropical migratory bird species.
8. If your project included research and monitoring, describe how the information was used for conservation, and by whom. Describe how your data generated through this project was made available to the conservation community, and how it contributed to greater understanding of Neotropical migratory bird conservation.
9. Describe the mechanisms included to ensure adequate local public participation in project implementation.
10. Note any consultation with relevant wildlife management authorities and other appropriate government officials with jurisdiction over the resources addressed by the project. Describe how your activities were coordinated with or communicated to decisionmakers and management authorities.
11. Explain how the organizations involved are continuing project-related activities after the NMBCA funding ends.
12. List the outcomes, products or deliverables that resulted from your project (both grant and match funded activities) and were completed by the end of the grant period. Evaluate each objective and determine the impact of your activities on Neotropical migratory birds. Show the quality and quantity of success through performance indicators that helped you determine whether your project was successful. Compare your pre-project assessment to your outcomes. Describe metric and baseline (or target) that you identified for each objective, and give the final numbers and percentages. For example: 500 hectares/133%, 400 children taught/150%, 2000 trees planted/100%, 2 guards employed/100%). As a rule, 100% achievements are expected; only in exceptional circumstances will an incomplete achievement be accepted. If an objective was not accomplished in full, please detail the obstacles you encountered that prevented 100% achievement of the modified objective (i.e., what caused the reduction in accomplishment, how you overcame it and compensated for it, and/or what lessons you learned that will help you improve in the future.

## APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

13. Equipment is tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Read the grant guidelines carefully if you buy equipment with match or grant funds. Recipients must take a physical inventory of equipment acquired with grant or match funds or received as a matching in-kind contribution and submit that inventory with the final report. If you have equipment valued at more than \$5,000 that was purchased with grant or match funds, please include the following information in your final report:
  - whether there is a continuing need for the equipment for ongoing management of the project;
  - whether there is a need for the equipment in another project or program sponsored by the USFWS;
  - whether there is a need for the equipment in another project or program sponsored by another Federal agency; and
  - a request for disposition instructions for all equipment with a current per-unit fair market value greater than \$5,000.
14. Use equipment in the project for which it was acquired as long as needed, whether or not the project continues to be supported by Federal funds. When no longer needed for the original project, the recipient must use the equipment in connection with its other Federally sponsored activities. Disposing of project-related equipment is complicated and must be allowed by FWS; ask your Grant Administrator for instructions at least one month before you plan to dispose of it. If building construction was authorized, explain how the building will be an ongoing contribution to Neotropical migratory bird conservation.

### Summary Table

You may want to include a table summarizing your achievements. This is not required, but if you like the idea, here is one example of an accomplishments table.

Objective(as listed in proposal)	Expected Output (as listed in proposal)	Description of activities completed during project period	Status of the objectives (0 -100 % completion)	Description of problems encountered; or issues that need to be addressed; or decisions or actions to be taken; or additional outputs
OBJECTIVE 1: MIGRATORY BIRD HABITAT MANAGEMENT				
1.a. increase bird monitoring capacity	1.a. 22 rangers trained in bird banding	held 4 training workshops in surrounding communities	100%	<ul style="list-style-type: none"> <li>• Will train an additional 10 rangers next year, with funding from the park foundation.</li> <li>• Prior approval to replace the training coordinator was received on 1 February</li> </ul>
1.b ...	1.b ...	...	...	
OBJECTIVE 2. MIGRATORY BIRD HABITAT RESTORATION				
OBJECTIVE 3. MIGRATORY BIRD MONITORING				

### Special obligations if you acquired land or easements:

- In the next report after you complete an acquisition, submit copies of legal and other documentation (settlement statements, appraisals, deeds, maps, and GIS shapefiles) showing that all acquisitions are complete. Submit similar documentation for any land acquisition provided as match, even if it was donated and the acquisition occurred before the beginning of the project period.

## APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

- If your objectives included maintenance, management, protection, or restoration of bird habitat, list the number of hectares or acres directly impacted by each of these four sub-activities, and clearly show whether any are counted more than once. For example: “1,000 Ha easement donated to the provincial government as match (tract 1), 500 Ha tract acquired by the grantee with grant funds (tract 2), 200 Ha (in tract 2) fenced, 100 Ha (in tract 1) reforested.
- If your project includes land acquisition or restoration (including reforestation), list the number of hectares or acres acquired or restored (explaining how many of those hectares are counted under both categories) and provide a map under item 11.
- If you are acquiring conservation easements, please describe the terms of each proposed easement. Describe the rights that will be protected or activities that will be prohibited by the easement; the length of time during which the easements will be in place; the kind of organization that will hold the easement; and the type of compensation the landowner will receive. If there are laws or policies that regulate easements in the country, provide a link or name the legislation. Finally, please describe how you will monitor compliance with the terms of the easement over its lifetime.
  5. If your project includes land acquisition or restoration (including reforestation), show on a map the polygons of each specific area (tract) that were acquired or restored.
  6. Geographic information systems software (GIS) shapefiles are required as an attachment to final reports. Submit complete shapefiles in geospatial vector data format for GIS that describe all interests in real property that you or your partner organization purchased, restored or enhanced with grant or match dollars or that you accepted as in-kind matching contributions as part of the project. If you do not have access to GIS software you may create digital project area maps using the FWS NAWCA on-line mapping tool.
  7. Provide proof (e.g., correspondence in the form of an email or letter) that you have communicated your intention to acquire land during this project to the appropriate government agency in the country.

**You must demonstrate that you accomplished everything you proposed to do, with both match and grant funds, whether in kind or cash.**

**We will check that you did not make any major budget or scope changes (unless you obtained prior approval, which you should state in your report).**

**Recipients who choose to be eligible to receive payment advances must also submit quarterly financial reports, and recipients who provide subawards of USD\$25,000 or more must also report on subawards.**

### B. Budget-Expenditure comparison

1. We suggest that you copy your itemized budget table from the proposal, and then insert one column for NMBCA expenditures and an additional column for each partner's contribution (“match”). Check that all subtotals add up correctly and use US dollars.
2. Distinguish between cash and in-kind expenditures. Remember that all activities taking place in the United States and Canada must be matched entirely in cash.
3. Contributions already used as match in other projects with funding from U.S. Federal sources are not eligible as match.
4. Personnel salary costs, including those contributed as match, and volunteer hours should be well documented, e.g., by a volunteer hours log.
5. List each partner that contributed match, with their total contribution amount, including that from your own organization (the grantee). You will be asked to return a portion of grant funds if you show insufficient partner contributions.
6. If your organization has an officially negotiated indirect cost rate agreement with a U.S. Federal agency (your “cognizant” agency), attach a copy of your agreement.
7. You can use this comparison table to fill out the SF-425.

## APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

### C. SF-425 Federal Financial Report (FFR):

1. All grant recipients must report financial progress **annually** to our office via the SF-425 Federal Financial Report (FFR) form. (These instructions do not apply to the **quarterly** reports that you may be required to submit.) You can download the form from <http://www.forms.gov/bgfPortal/docDetails.do?dId=15149> and the instructions from <http://www.forms.gov/bgfPortal/docDetails.do;jsessionid=CC198C48DE008501FD992622695DC159?dId=15150>.
2. Submit the SF 425 with each annual and final report by the dates shown on the table above.
3. Do not report multiple awards on one form. (Although the SF-425 can accommodate reporting on multiple awards, we will only accept SF-425 Financial Reports for a single grant.)
4. Complete items 1 – 9 on the form, then lines 10 d – k, skipping lines 10 a – c. If you have earned any income because of project activity (e.g., lease income on grant or match tracts), enter that information on lines 10 l – o. Line 10i should be the entire match amount committed, as it appears in box 13 of your Assistance Award. Line 10j should be the match funds already expended. (If your organization has a NICRA (“negotiated indirect cost rate”) and indirect costs were included in your proposal budget, complete line 11.
5. Certify the form by filling out section 13, scan it and send it as an email attachment, or mail the form with the original signature to your USFWS DBHC Grant Officer , USFWS-DBHC, 4401 N Fairfax Dr., MBSP-4075, Arlington VA 22203, USA)

### II. If you signed up to receive advance payments: Quarterly financial reports

If you chose the option to receive advance payment of Federal funds, you must submit quarterly financial reports on the SF-425 (Federal Financial Report) form during the entire project period, even if you do not exercise this option and even if you have not expended any grant funds during that quarter. Federal Cash Transactions must be reported quarterly and e-mailed to your grant officer. You must use a separate SF-425 form for each grant, but provide different information on it for annual and quarterly reports. To submit a quarterly report, fill out sections 1-9 on the SF-425, then section 10 a-c, and certify in section 13. If you have any grant funds you have drawn down but not expended, explain how long you have had the funds on hand and why in section 12. Quarterly financial reports are due on the following dates:

### III. Subrecipient reports

Recipients of awards that include any funds obligated after January 2012 are required--under the Federal Funding Accountability and Transparency Act (FFATA)--to report executive compensation and subaward information. Information must be reported via the FFATA Subaward Reporting System at [www.frs.gov](http://www.frs.gov). The information you enter into that system is subsequently published on [www.usaspending.gov](http://www.usaspending.gov). More information is available at [www.usaspending.gov/sub-award-documents](http://www.usaspending.gov/sub-award-documents).

### Does your report include the following required items?

- Narrative
- Budget comparison
- Signed and dated SF-425
- Attached documentation of all outputs and products
- Additional requirements may apply to specific projects; please contact your Grant Officer if you are not sure what additional documentation is needed.

## APPENDIX 7: PERFORMANCE REPORTS: GUIDANCE, SAMPLES

You must report on qualifying subawards by the end of the month following the month in which the subaward was issued. Recipients must report the following information:

1. for the recipient DUNS number and the DUNS number of their sub-awardee(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 U.S.C. §§ 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:

1. name of the entity receiving the award;
2. amount of the award;
3. 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;
4. location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country; and
5. 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.

## APPENDIX 8: ACQUISITION DOCUMENTATION REQUIREMENTS

### Willing Sellers Only

All real property sales transactions must be from willing sellers. Condemnation proceedings may be used only when necessary to assist in determining the legal owner.

### Documentation for Property Interest Value Used as Old Match

If title is transferred before FWS receives the Proposal (within two years, starting January 1, prior to Proposal submission) the value of the property will be considered as a matching in-kind contribution, regardless of how it is described in the Proposal. Copies of the following documents are required:

- USPAP appraisal (include the appraiser's signed certification and the appraisal summary) or other documentation of valuation for real property valued at less than \$10,000
- Appraisal review affirming the appraisal
- Closing statement
- Recorded deed or easement
- Notice of Grant Requirements (NOGR)

### Documentation for Property Interest Acquired During the Grant Period With Grant or Match Funds

During the funding period, if proper notice is sent to the landowner prior to making an offer, the following documents (copies) are required:

- Willing seller and fair market value notice to landowner (signed and dated by landowner)
- USPAP Appraisal or other Valuation (include the appraiser's signed certification and the appraisal summary) or other Documentation of Valuation for real property valued at less than \$10,000
- Appraisal review
- Bargain sale letter or donation letter (if applicable)
- Closing statement
- Recorded deed or easement
- Notice of Grant Restrictions (NOGR)

During the funding period, if proper notice is not sent to the landowner prior to making an offer, the following documents (copies) are required:

- Statement of Just Compensation (signed and dated by landowner or with other evidence of receipt)
- USPAP Appraisal or other Valuation (include the appraiser's signed certification and the appraisal summary) or other Documentation of Valuation for real property valued at less than \$10,000
- Appraisal review
- Bargain sale letter or donation letter (if applicable)
- Relocation information / assistance Notice (for landowner and tenants)
- Closing statement
- Recorded deed or easement
- Notice of Grant Restrictions (NOGR)

## APPENDIX 8: ACQUISITION DOCUMENTATION REQUIREMENTS

### Appraisals and other methods of documenting value

An appraisal may be used for any real property acquisition and are required for most, including properties purchased before and during the project period, with grant or match funds. The few exceptions to this requirement are noted below as “alternate methods of determining property value”.

- Appraisals must be done to the Uniform Standards for Professional Appraisal Practice (USPAP)
- The appraiser must be State-certified.
- The effective date of the value estimate in the appraisal must be less 12 months from the date of transfer of interest in the property. **The FWS may require an updated valuation if a material change occurs in the local real estate market or in the character or condition of the property or its surroundings between the effective date of the valuation and the contractual commitment to acquire the real property or the date of the transfer of the title if such transfer was not preceded by a contractual commitment to acquire the real property.**

Submit the appraiser’s signed certification and the appraisal summary as documentation for the appraisal. The appraisal summary must include the legal description and location of property, acreage, estimated value, a statement that the appraisal was prepared in accordance with the USPAP standards, the estate evaluated (e.g., “fee title, less oil and gas rights”), and a list of structures with values assigned to each. Do not send a copy of the entire appraisal unless it is requested by your Grant Officer.

You may use an **alternate method of determining property value** in only the following four situations.

1. Before the funding period (for old match), when the fair market value is estimated to be \$10,000 or less based on the review of available data.
2. During the funding period, when (a) notice of intent to purchase and an estimate of fair market value was sent to the landowner prior to an offer being made, (b) the valuation problem is uncomplicated, and (c) the fair market value is estimated to be \$10,000 or less based on review of available data.
3. During the funding period, when proper notice was not sent to the landowner prior to making an offer, but the property valuation is uncomplicated and the value is estimated to be \$2,500 or less.
4. When law, regulation, or FWS policy has authorized an administrative valuation formula. Currently, this method is accepted only for the acquisition of minimally restrictive wetland and grassland easements in the Prairie Pothole Region.

If you can’t use an administrative formula, but your acquisition qualifies for one of the other **alternate methods of determining property value**, you can estimate fair market value of the property by comparing and documenting sales prices of several (at least three) similar properties, documenting a recent prior sale of the same property, or documenting the assessed value. **All of these methods must be adjusted, as appropriate, for inflation, any recent material change in the local real estate market, or, in the case of assessment, for the method of determining the assessed value.**

- The effective date of any informal determination of market value, **or the determination of market value based on an administrative formula authorized by law, regulation, and/or FWS policy**, should not precede any transfer of title to or interest in the property by more than 12 months. **The FWS may require an updated value estimate if a material change occurs in the local real estate market or in the character or condition of the property or its surroundings between the effective date of the value estimate and the transfer of interest in real property.**
- Submit documentation of how you arrived at your value estimation **or how an administrative formula was applied**. To certify an alternative valuation method, describe the method used, present the real estate data you are using for valuation determination, and sign and date the statement. Send the certification to the Grant Officer with the other acquisition documents.
- The Grant Officer may require you to submit additional documentation if your informal value determination seems insufficient.



## APPENDIX 8: ACQUISITION DOCUMENTATION REQUIREMENTS

### Appraisal Reviews

Recipients must to have any appraisal reviewed by a FWS review appraiser or a State-certified review appraiser. Regardless of which review appraiser a Recipient chooses, FWS reserves the right to have a Federal review of any or all appraisals for Federally assisted land acquisition.

### Bargain Sale Letters and Donation Letters

The date of donation is the date of a transfer of any real property interest to the Recipient or subrecipient for use on the NAWCA project. The letter of matching contribution from the donor will be accepted as evidence of donation. If the Recipient does not have a matching contributions letter, the Recipient must submit a signed statement from the seller or donor that explicitly donates any difference between the fair market value and the selling price to the project or to the entity holding the NAWCA interest. A fully completed IRS form 8283 is acceptable in lieu of a bargain sale letter. Without a letter or completed donation form, any differences between sale price and market value cannot be claimed as match. See Appendix 12 for more information on IRS form 8283.

### Closing Statements

A closing statement also may be called the settlement statement or adjustment sheet. It is a record of the final buyer's and seller's costs to complete a real estate transaction. NAWCA uses this information to verify the amount paid by the buyer. If a state agency does not have a closing statement, a copy of the purchase order and/or payment check can be substituted.

### Initial Notice to Landowners

If a real property acquisition will close after FWS receives the Proposal, and if the buyer does not have the authority to acquire property by eminent domain, the buyer must send a notice to the owner prior to making an offer. That notice must (1) clearly advise the owner that the buyer will be unable to acquire the property if negotiations fail to result in an amicable agreement [i.e., the buyer does not have condemnation (or eminent domain) authority], and (2) inform the seller of what the buyer believes to be the fair market value of the property. (If an appraisal is required, that appraisal must be used to determine fair market value.)

If the buyer is an agency that has eminent domain authority, but the acquisition is voluntary, the notice to the landowner must (1) clearly advise the owner that the buyer will be unable to acquire the property if negotiations fail to result in an amicable agreement, (2) inform the seller of the fair market value of the property, (3) state that there are 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 (4) state 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.

**In either case, the buyer must have the notice personally served or sent to the owner by certified or registered first-class mail, return receipt requested, and must document it in the buyer's files. The buyer must also obtain a statement signed and dated by the seller that acknowledges that the seller received and read the buyer's notice. A copy of the buyer's notice signed and dated by the seller will satisfy this requirement.**

If the landowner is not advised as noted above, the acquisition will not qualify for the exception process and the buyer will have to pay any eligible landowner relocation benefits and qualifying expenses incidental to transfer. Additional acquisition documentation will also be required by NAWCA.

## APPENDIX 8: ACQUISITION DOCUMENTATION REQUIREMENTS

### Notice of Grant Restrictions

A Notice of Grant Restrictions (NOGR), formerly known as a Notice of Grant Agreement, is a written instrument that is recorded in the county recorder's office, which may be also be known as the registrar of deeds office, the commissioner of deeds office, the county registrar's office, or the bureau of conveyances. The NOGR serves as notice to anyone doing a title search that any transfer, sale, or encumbrance of the referenced property rights must be approved by the FWS.

A Notice of Grant Restrictions must be recorded for all interests in real property acquired in perpetuity or for terms longer than 10 years, including properties donated or bought with grant and match funds or provided as a matching in-kind contribution (old match). 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, a separate NOGR is not necessary.

A Notice of Grant Restrictions must:

- (1) Identify the interest in real property to which the NOGR applies and include a legal description.
- (2) Identify the name and address of the Recipient, subrecipient, or other authorized title holder who commits the interest in real property to the project.
- (3) Reference the NAWCA or NMBCA project title, NAWCA or NMBCA Grant Agreement number and the addresses where the agreement is kept on file.
- (4) State the purpose of the project as described in the proposal or Agreement document.
- (5) State that the Recipient, subrecipient, or other authorized title holder who commits the interest in real property to the project 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.
- (6) State that the Recipient, subrecipient, or other authorized title holder who commits the interest in real property to the project will not sell, convey or encumber any interest in real property, in whole or in part, to another party without consent of the FWS and will not discontinue management of the interest in real property for the project's authorized purpose without FWS consent.
- (7) State that the NOGR runs with the land and none of the items in this Notice may be changed and none will cease to be applicable unless the Grant Officer or other authorized FWS representative provides written approval, which the Recipient, subrecipient, or other authorized titleholder must record in the same public records as the original NOGR.
- (8) State that should the Recipient, subrecipient, or other title holder sell, convey, or encumber any interest covered by the NOGR, or cease to manage the interest for the purposes described in the proposal, FWS may be entitled to an attributable share of the value of the interest.

The Notice of Grant Restrictions 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 should be recorded within the first year of the project period. For acquisitions occurring during the project period, the NOGR should be recorded within 12 months of the transfer of interest.

## APPENDIX 8: ACQUISITION DOCUMENTATION REQUIREMENTS

### Qualifying Expenses Incidental to Transfer

The seller of real property must be reimbursed for all reasonable expenses the landowner necessarily incurred for:

- 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 buyer. However, the buyer is not required to pay costs solely required to perfect the owner's title to the real property; and
- Penalty costs and other charges for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the property; and
- the pro rata portion of any prepaid real property taxes which are allocable to the period after the Agency obtains title to the property or effective possession of it, whichever is earlier.

Whenever feasible, the buyer must pay these costs directly so that the landowner will not have to pay such costs and then seek reimbursement

### Recording Deeds, Easements, and Notices of Grant Requirements

Regardless of whether it is required by the applicable State, Commonwealth, or Territory, 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 in the county recorder's office, which is also known as the registrar of deeds office, the commissioner of deeds office, the county registrar's office, or the bureau of conveyances. Notices of Grant Requirements must also be recorded in the county recorder's office.

In counties where NOGRs and similar instruments expire after a certain term (e.g., 30 years), the holder must re-record the NOGR before the expiration of that term if the interest was committed to the NAWCA project for longer than the term in question.

Submit a copy of any deed, easement, or assignment of lease that transfers ownership to the Recipient, subrecipient, or match provider; and any subsequent owner as provided in the Proposal or approved by the Grant Officer. Copies must demonstrate that the documents were recorded.

### Relocation Requirements and Notices

If property is contributed as a matching in-kind contribution, i.e., bought before FWS receives the Proposal, relocation requirements do not apply. Relocation requirements must be considered in all other transactions associated with NAWCA and NMBCA grants in the United States. If property is bought or contributed after FWS receives the Proposal, specific relocation requirements depend whether or not the buyer provides proper notice to the seller (landowner) prior to making an offer. (See "Initial Notice to Landowner" in this appendix.)

If the buyer does provide proper notice prior to making an offer to buy a property, the buyer is responsible for providing relocation notices and assistance only to tenants living or working on the property. If tenants reside on real property for which a buyer will acquire title after FWS receives the Proposal, or own improvements on the same, or have personal property that needs to be relocated from the same, the Recipient must ensure that the buyer provides relocation assistance advice, a notice of relocation eligibility, and relocation assistance to displaced tenants as required in 49 CFR, part 24. The Recipient must insure that the notice of relocation eligibility to displaced tenants is personally served or sent by certified or registered first-class mail, return receipt requested, and that it is documented in the buyer's files. The buyer must write the notice in plain and understandable

## APPENDIX 8: ACQUISITION DOCUMENTATION REQUIREMENTS

language. The buyer must provide persons who are unable to read and understand the notice with appropriate translation and counseling. The notice must indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. Relocation assistance for tenants is not required if the property will be acquired subject to the rights of tenants, i.e., the leases will not be terminated before their stated expiration dates.

If there are no tenants, the Recipient should submit with the acquisition documentation a statement saying there are no tenants. If there are tenants, the Recipient should submit to the Grant Officer 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 payments made to the tenant.

If the buyer does not provide proper notice to the landowner prior to making an offer to buy a property, the buyer is responsible for providing relocation notices and assistance to the landowner (seller), as well as any tenants living or working on the property. The buyer must pay any relocation benefits for which the landowner is eligible, pay any qualifying expenses incidental to transfer, and comply with all other provisions of 49 CFR part 24. To document that relocation requirements were met, the Recipient should submit to the Grant Officer a copy of a notice of relocation eligibility as required in 49 CFR 24.203 and a statement certifying that the Recipient provided landowners with relocation assistance advice and relocation assistance as required in 49 CFR, part 24, with an itemized breakdown of any relocation payments made to the landowner. The Notice of Relocation Eligibility must be handled the same way as described elsewhere in this Policy for tenants.

### STATEMENT OF JUST COMPENSATION

The prospective buyer must send a Summary Statement of Just Compensation to the owner that --

- offers to buy the real property, offers to buy the real property subject to a due diligence period, or offers to enter into an option agreement,
- states the amount offered as just compensation and, in the case of a partial acquisition, states separately the compensation for the real property to be acquired and the compensation for damages, if any, to the remaining real property,
- includes a description and location identification of the real property and the interest in real property to be acquired
- identifies the buildings, structures, and other improvements (including removable building equipment and trade fixtures) which are considered to be part of the real property for which the offer of just compensation is made and, where appropriate, the statement shall identify any separately held interest in the property, e.g., a tenant-owned improvement, and indicate that such interest is not covered by the offer.

The Statement of Just Compensation must be sent by certified or registered first-class mail, return receipt requested, and must be documented in the buyer's files. The Summary Statement of Just Compensation is valid for six months.

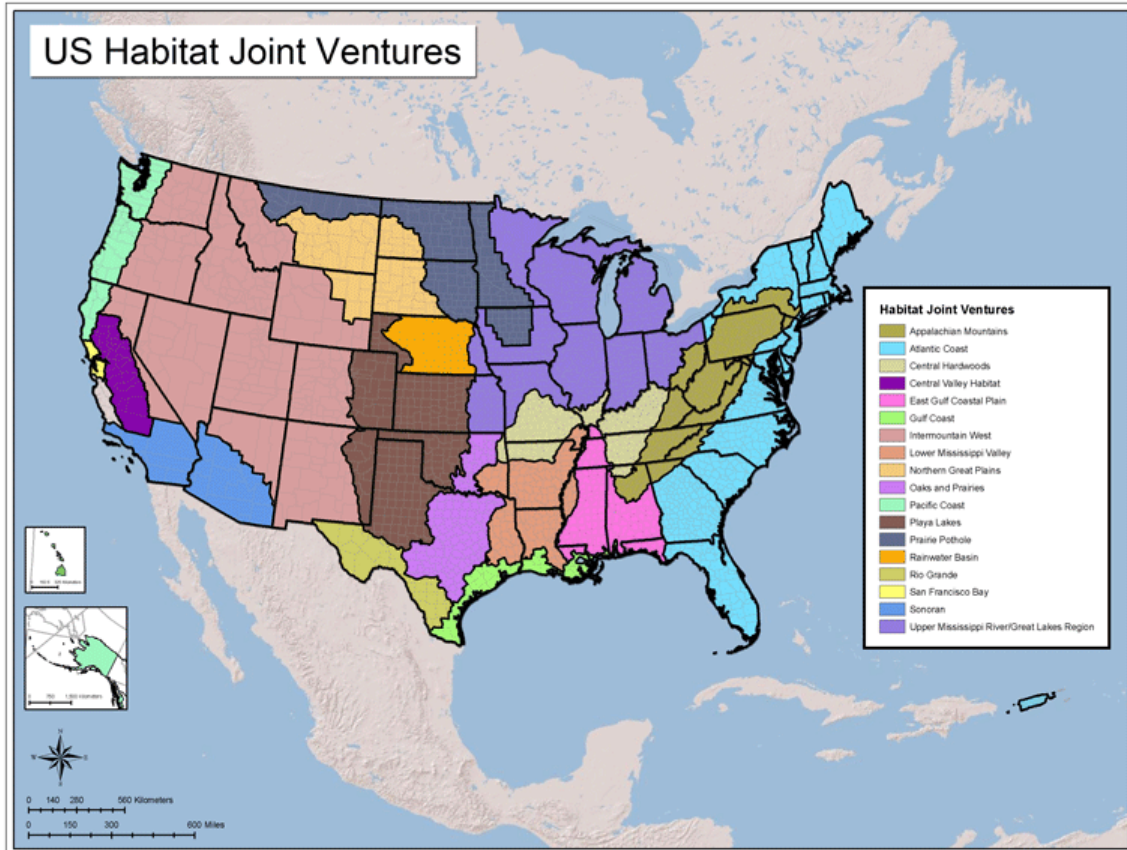
## APPENDIX 9: EQUIPMENT INVENTORY

### **An equipment inventory should include:**

- a description of the equipment;
- manufacturer's serial number or other identification number;
- source of the equipment, including award number;
- whether title vests in the Recipient of the Federal government;
- acquisition date and cost;
- the percentage of Federal participation in the cost of the original project (actual expenditures and value of matching in-kind contributions and not costs as estimated in the Proposal);
- location and condition of the equipment and the most recent date such information was confirmed by the project officer;
- unit acquisition cost;
- control system in effect to ensure adequate safeguards to prevent loss, damage, or theft of property;
- physical inventory of the property must be taken and the results reconciled with the property records at least once every two years;
- adequate maintenance procedures must be developed to keep the property in good condition;
- method used to estimate the current fair market value;
- whether there is a continuing need for equipment having a current fair market value greater than \$5,000 for ongoing management of the project;
- whether there is a need for equipment having a current fair market value greater than \$5,000 in another project or program sponsored by the USFWS or another Federal agency. If the equipment is needed for other Federally sponsored projects or programs, the Recipient must provide the name of the project or program, an address, a telephone number, and a contact person for each project or program.
- a request for disposition instructions for all equipment with a current per-unit fair market value greater than \$5,000 (if there is no need for the equipment).

### APPENDIX 10: JOINT VENTURE CONTACTS AND MAP

Joint Venture contact information can be found at <http://www.fws.gov/birdhabitat/JointVentures/Directory.shtm>



## APPENDIX 11: SAMPLE REAL ESTATE ACQUISITION LETTERS

### WILLING SELLER LETTER

*(buyer must inform seller "prior" to making an offer for the property)*

Date \_\_\_\_\_

Landowner's Name \_\_\_\_\_  
Landowner's Address \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for your interest in selling property to Organization. In order to use federal funds provided by the North American Wetlands Conservation Act to purchase this property, we ask that you please review the following provisions, sign where indicated, keep a copy for records, and return the original signed copy to us.

Sincerely,

Organization Representative \_\_\_\_\_

**STATEMENT OF OWNER/SELLER REGARDING THE POTENTIAL SALE  
OF PROPERTY TO Organization**

Regarding the potential sale of Property Description in County and State, I, landowner's name, owner of the above described property certify the following:

1. I have been advised that the proposed purchaser of the property, Organization, would be unable to acquire the property in the event that negotiations failed to result in an amicable agreement (Organization doesn't have condemnation or eminent domain authority).
2. I have been advised by Organization that the fair market value of the property described above is \_\_\_\_\_, as determined by a completed appraisal prepared in conformity with the Uniform Standards for Professional Appraisal Practice.
3. There are no tenants or other persons living on the described property.
4. There are no businesses being conducted by others on the described property.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

## APPENDIX 11: SAMPLE REAL ESTATE ACQUISITION LETTERS

### SAMPLE WILLING SELLER LETTER FOR ORGANIZATIONS WITH EMINENT DOMAIN AUTHORITY

**Happy Land Trust  
555 North Joy St.  
England, OH 02516**

Property Owner: John and Jane Dow  
623 West Summit St.  
Ann Arbor, MI 48103

A legal description of the subject property is included as Attachment "A". The purchase of the subject property is desirable for the recreational and conservation *<or other purpose for which the property is being acquired>* objectives of *<organization>*. The purchase offer is subject to any existing Easements or Restrictions of Record and restrictions of the purchase agreement.

In compliance with Section 301 of the Act of Congress of January 2, 1971, Public Law 91-646 as amended by Title IV of the Federal Surface Transportation and Uniform Relocation Assistance Act of 1987 (P.L. 100-17, 101 Stat. 132, title IV) and RCW 8.26.010 as amended by Chapter 90, Laws of 1988, you are advised that the estimate of just compensation for fee interest in the subject property described in Attachment "A" is \_\_\_\_\_. This estimate of just compensation is based on the estimated fair market value of the property resulting from a study of current land sales in the vicinity of the subject property.

In addition, the above referenced law entitles tenants of the subject property the right to relocation assistance.

*<Insert name of organization>* is prepared to negotiate with the owner(s) for the purchase of this property. Although the purchase of this property will help to fulfill the goals of *<organization>*, these goals may be pursued through the purchase of similar properties and do not require the purchase of the subject property. These goals do not require that the purchase of the property within specific time limits. In the event that negotiations fail *<organization>* will not exercise its eminent domain authority and will be unable to purchase this property.

Land Owner Certification:

1. I have read the Statement of Just Compensation above.
2. The following persons are currently occupying the subject property or are conducting business activities under lease or rental. This information is provided to assure all tenants are advised of potential relocation benefits.

TENANT NAME and ADDRESS: \_\_\_\_\_

3. I have been advised of my rights under P.L. 91-646.

Date:----- \_\_\_\_\_

Signed: \_\_\_\_\_



## APPENDIX 11: SAMPLE REAL ESTATE ACQUISITION LETTERS

### STATEMENT OF JUST COMPENSATION (SAMPLE) (the “after-the-fact” willing seller notice)

**Legal Description of Property to be Subject to Conservation Restriction:**\* approximately 95.7 acres located at ## Hill Road, Town of Westport, Bristol County, Massachusetts, 02790, as shown on Assessors’ Map 36, Lot 63 and Lot 67, but excluding an approximately 2 acre area around the owner’s house and associated outbuildings (Property).

We, **name** and **name**, owners of the above described Property certify as follows:

1. We have been advised that the purchaser of the conservation restriction on the Property, The Westport Land Conservation Trust (Land Trust), would be unable to acquire the conservation restriction in the event that negotiations failed to result in an amicable agreement.
2. We have been advised by the Land Trust that it believes the fair market value of the conservation restriction over the property to be \$1,600,000., based on an appraisal.
3. By virtue of the Option dated December 23rd, 2004 between us and the Land Trust, we have agreed to make a bargain sale of the conservation restriction, and we intend that the excess of the fair market value over the \$1,000,000. purchase price shall be treated by us as a charitable contribution.
4. There are no tenants or other persons living on the property other than the under-signed owners. There are no businesses being conducted on the property by others.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

### Relocation Assistance Notice from Landowner

(The grant recipient should submit a letter to the FWS DBHC Grant administrator with language similar to this:)

September 17, 2007

Dear [Grant Administrator]

[Recipient name] has reviewed the relocation assistance requirements of 49 CFR part 24, subpart C and D, and [Recipient name] has not incurred any legal obligation to provide relocation payments or other relocation assistance pursuant to such regulations with respect to its acquisition of the [tract name] tract.

*J. Doe*

J. Doe  
1000 Happy Town Drive  
Dauphin Island, Alabama

**APPENDIX 11: SAMPLE REAL ESTATE ACQUISITION LETTERS**

**Add Notices to Landowner: Relocation Assistance**

**APPENDIX 12: SAMPLE BARGAIN SALE LETTER****Sample Bargain Sale Letter**

September 17, 2007

To Whom it May Concern:

On September 15, 2007, the DI Land Trust informed me that an appraisal dated September 1, 2007, valued my property (described below) at \$350,000. On September 17, 2007, I sold this property to DI Land Trust for \$250,000, and am donating the remainder of the fair market value, \$100,000, to DI Land Trust. I understand that this bargain sale value will be used as match for a North American Wetlands Conservation Act project.

Sincerely,

*J. Doe*

J. Doe  
1000 Happy Town Drive  
Dauphin Island, Alabama

Legal Description of Property Sold

**Form 8283**

Bargain sale letters from the landowner are required if you pay less than fair market (appraised) value for the property. In lieu of a letter from the landowner, you may submit a fully executed copy of IRS form 8283 for Noncash Charitable Contributions. A landowner seeking a tax deduction for his real property donation must submit this form with his annual income tax forms. 8283 forms that are only partially complete and do not show donation description and value, donor name, appraiser, and donee signatures and dates will not be accepted. Donor Social Security Numbers may be redacted.

IRS Form 8283 for Noncash Charitable Contributions can be found at  
<http://www.irs.gov/pub/irs-pdf/f8283.pdf>

**APPENDIX 13: SAMPLE NOTICE OF GRANT REQUIREMENTS (NOGR)**

Notice of Grant Requirements

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

[PARTNER] acquired the Property [with] [as match for] North American Wetlands Conservation Act funds pursuant to a Grant Agreement between the U.S. 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), U.S. 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 U.S. 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

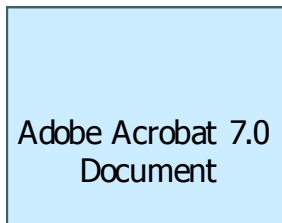
STATE OF (        )  
COUNTY OF (        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by my duly sworn did sat 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.

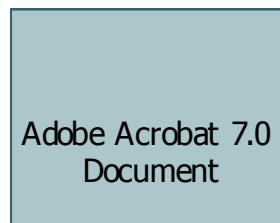
\_\_\_\_\_

## APPENDIX 14: MONITORING DOCUMENTS

### **DBHC Monitoring Plan**



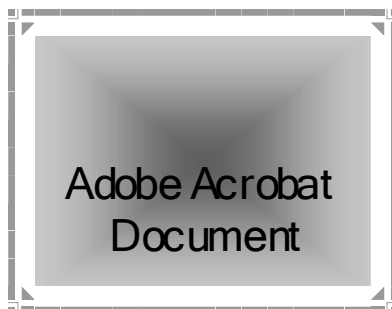
### **Monitoring Checklist for Recipients**



### **Monitoring Field Visit Report Form**



(Double-click the icons to access each document.)

**APPENDIX 15: CERTIFICATIONS AND ASSURANCES** *(from Appendix A in Grant Standards)***Certifications and Assurances**

*(Double-click the icon to access the document.)*

**APPENDIX 16: GLOSSARY** (from Appendix B in Grant Standards, with additional terms)

**Glossary**



*(Double-click the icon to access the document.)*



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