

1. DATE ISSUED MM/DD/YYYY 09/15/2020

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AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 15.664 - Fish and Wildlife Coordination and Assistance

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. F20AC11633-00 Formerly

5. TYPE OF AWARD Other

4a. FAIN F20AC11633

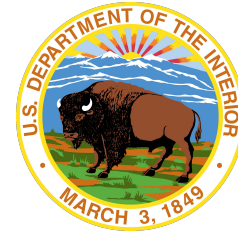
5a. ACTION TYPE New

6. PROJECT PERIOD MM/DD/YYYY From 08/17/2020 Through 08/02/2023

7. BUDGET PERIOD MM/DD/YYYY From 08/17/2020 Through 08/02/2023

8. TITLE OF PROJECT (OR PROGRAM) Restoring Upper Mississippi River Floodplain and Upland Forests

NOTICE OF AWARD



AUTHORIZATION (Legislation/Regulations)

Fish and Wildlife Coordination Act, 16 U.S.C. §§661-666; Fish and Wildlife Act, 16 U.S.C. §742 et seq.; Fish and Wildlife Conservation Act.

9a. GRANTEE NAME AND ADDRESS
National Audubon Society, Inc.
225 Varick St Fl 7
New York, NY 10014-4396

9b. GRANTEE PROJECT DIRECTOR
Mr. Andrew Beebe
N5727 County Rd. Z
Onalaska, WI 54650
Phone: 608-881-9707

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Nathaniel Miller
125 South Wacker Drive, Suite 2125
Audubon - Great Lakes
Chicago, IL 60606

10b. FEDERAL PROJECT OFFICER
Timothy Yager
102 Walnut Street, Suite 204
National Wildlife Refuge System
WINONA, MN 55987
Phone: 507-494-6219

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only

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

a. Salaries and WageS	\$ 27,704.00
b. Fringe Benefits	\$ 8,311.00
c. Total Personnel Costs	\$ 36,015.00
d. Equipment	\$ 0.00
e. Supplies	\$ 0.00
f. Travel	\$ 0.00
g. Construction	\$ 0.00
h. Other	\$ 0.00
i. Contractual	\$ 0.00
j. TOTAL DIRECT COSTS	\$ 36,015.00
k. INDIRECT COSTS	\$ 8,880.00
l. TOTAL APPROVED BUDGET	\$ 44,895.00
m. Federal Share	\$ 44,895.00
n. Non-Federal Share	\$ 36,015.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	\$ 44,895.00
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 44,895.00
13. Total Federal Funds Awarded to Date for Project Period	\$ 44,895.00

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

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$ 45,792.00	d. 5	\$
b. 3	\$ 46,709.00	e. 6	\$
c. 4	\$ 47,644.00	f. 7	\$

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

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Option)
- e. OTHER (See REMARKS)

e

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

- a. The grant program legislation
- b. The grant program regulations.
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

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

REMARKS (Other Terms and Conditions Attached - Yes No)
No program income.

GRANTS MANAGEMENT OFFICIAL:

Daniel Lovdahl, Supervisor, Grants Management Specialist
5275 Leesburg Pike
Falls Church, VA 22041
Phone: 571-424-3130

17. VENDOR CODE	0070158374	18. DUNS	073135808	19. CONG. DIST.	10	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051002982-00010	\$44,895.00	08/17/2020	08/02/2021	1611	COOP AGREEMENT NATIONAL AUDUBON

PAGE 2 of 8	DATE ISSUED 09/15/2020
GRANT NO. F20AC11633-00	

Terms and Conditions

1. [U.S. Fish and Wildlife General Award Terms and Conditions](https://www.fws.gov/grants/atc.html) (see link <https://www.fws.gov/grants/atc.html>)
2. **Mandatory Disclosures**

Conflicts of interest: Per [2 CFR §1402.112](#), non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in [2 CFR §200.318](#) apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with [2 CFR §200.112](#). Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each conflict of interest disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies for noncompliance described in [2 CFR §200.338](#), including suspension or debarment (see also [2 CFR Part 180](#)).

Lobbying: The recipient must not use any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The recipient must complete and submit the [SF-LLL, "Disclosure of Lobbying Activities"](#) form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than \$100,000 and the recipient has made or has agreed to make any payment using non- appropriated funds for lobbying in connection with the application or award. See [43 CFR, Subpart 18.100](#) for more information on when additional submission of this form is required.

Other Mandatory Disclosures: Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in [2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters](#) are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies for noncompliance described in [2 CFR §200.338](#), including suspension or debarment.

SCOPE OF WORK

1. Project Description

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

Funds under this award are to be used to work collaboratively with Refuge staff and partners

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 8	DATE ISSUED 09/15/2020
GRANT NO. F20AC11633-00	

designated by the Refuge to obtain, collate and synthesize information necessary to develop scientifically sound and defensible forest enhancement/restoration prescriptions and to implement those prescriptions as funding allows. The long-term goal of the project/program is to restore and maintain healthy forest ecosystems and wildlife habitat on federal and non-federal lands located along the Mississippi River in Minnesota, Wisconsin, Iowa and Illinois. The objectives of the project/program are:

- 1) Develop forest prescriptions for floodplain forest restoration at 20 locations covering >1,000 acres.
- 2) Complete restoration on 200 or more acres of floodplain forest.
- 3) Improve science around floodplain forest restoration methods.
- 4) Report findings to partners.

The US Fish and Wildlife Service will establish points of contact for the applicant at each of the field stations on the Refuge to ensure communication and guidance is readily available. The Service will also provide logistical support in the form of office space, computer, vehicle, boats or vessels, office materials, miscellaneous supplies, and administrative function support; provide oversight of personnel and projects to ensure program activities follow all policies, are reported judiciously, and funded properly.

The National Audubon Society will work cooperatively with the Refuge in the project area to develop and implement plans to restore and manage floodplain and upland forest; hire and supervise personnel and work with the Refuge to coordinate oversight and direction to carry out this program; coordinate activities with the pertinent Refuge District, initial coordination will be with the District Manager who will assign the appropriate staff member; work on private lands will be coordinated with the appropriate Refuge District and Private Lands Biologist or other staff member as assigned by the District Manager; and ensure proper documentation of projects conducted on private property is provided to the Refuge. Audubon will be responsible for ensuring the Program's goals and objectives are met.

BUDGET AND PROGRAM REVISIONS

1. Budget and Program Plan Revisions

The recipient must report to the Service Project Officer identified in their notice of award deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions per [2 CFR §200.308](#), unless otherwise specifically waived in this award.

AWARD CONDITIONS

1. Matching Requirements

The Federal share of this award is \$185,039 and recipient cost share required for this award is \$148,436.

2. Pre-Award Costs

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 8	DATE ISSUED 09/15/2020
GRANT NO. F20AC11633-00	

The Service authorizes the recipient to request reimbursement for pre-award expenses incurred on or after August 3, 2020 up to \$3,000. Pre-award costs are those incurred prior to the effective date of this award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the award.

3. Continuation Award Requirements

The Service will provide a specific level of support for this multi-year project on an incremental basis. The period of performance on this award reflects the full period of anticipated Service sponsorship. The Service will amend this award to add new increments of funding over time. Each project segment will be assigned a discrete budget period, during which only allowable costs resulting from obligations incurred during the specified budget period may be charged to this award. You must request and receive prior written approval to “roll over” an unobligated balance of funds from one budget period into the next one.

This project is anticipated to be funded for a four year timeframe but is subject to availability of funding. The funding period for the first segment of this project is August 17, 202 through August 2, 2021. The total amount of Service funding available for the first segment of this project is \$44,895.00 initially and the recipient will provide \$36,015.00.

Liquidate all obligations incurred under the award for the first segment no later than 90 calendar days after August 2, 2021, unless the Service approves a final financial reporting period extension. If you need more time to complete project activities, you must submit a written request to the Service Project Officer.

	<u>Service</u>	<u>Audubon</u>
First Increment	\$44,895.00	\$36,015.00
Second Increment	\$45,792.00	\$36,734.00
Third Increment	\$46,709.00	\$37,469.00
Fourth Increment	<u>\$47,644.00</u>	<u>\$38,219.00</u>
Award Total:	\$185,039.00	\$148,436.00

The total projected funding for both the Service and the recipient equals \$333,477. The Service’s obligation to provide additional funding up to the total anticipated award amount is contingent on: 1) satisfactory Recipient performance and 2) the availability of funds. No legal liability on the part of the Service exists unless and until the Service obligates funds and notifies the Recipient in writing that funds are available for the purposes of this award.

To request funding for subsequent increments after the first, recipient shall submit a written request to

PAGE 5 of 8	DATE ISSUED 09/15/2020
GRANT NO. F20AC11633-00	

the Project Officer 30 days prior to the end of an incremental funding period.

PAYMENTS

1. Domestic Recipients Enrolled in Treasury's ASAP System

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

REPORT

1. Interim Financial Reports

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

2. Interim Performance Reports

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

3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 90 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, ["Federal Financial Report"](#) form. See also our instructional video on ["Completing the Federal Financial Report \(SF-425\)"](#).

The recipient must submit a *final* performance report no later than 90 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

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

PAGE 6 of 8	DATE ISSUED 09/15/2020
GRANT NO. F20AC11633-00	

4. Reporting Due Date Extensions

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

5. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

SPECIAL TERMS AND REQUIREMENTS

1. Environmental Compliance Reviews

Full compliance with environmental laws is not yet complete for this project. Forest inventory and preparation of forest enhancement prescriptions can proceed, however, no ground disturbing work or forest enhancement actions can proceed until the Service has notified you in writing that these actions can begin. The Project Officer will assist you with completion of the Federal compliance process; however, recipients of Federal funds are ultimately responsible for ensuring all applicable Federal, State and local permits are obtained for work performed under this Cooperative agreement. As a condition of award, the Recipient and their sub-recipient(s) and contractor(s) must not begin any potentially impactful work related to this award until the Service has notified you in writing that such work can begin. Recipients and sub-recipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

2. Giving Recipient Access to Service Facilities and Information Network

The performance of this award requires the Project Manager for Audubon and any contractor's or volunteers working with the Project Manager to have routine physical access to a federally-controlled facility and federally-controlled information network. As such, the following conditions apply to this award:

(a) Recipient shall comply with agency personnel identity verification procedures identified in this award that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) Recipient shall account for all forms of Government-provided identification issues to the Recipient's employees in connection with performance under this award. The Recipient shall return

NOTICE OF AWARD (Continuation Sheet)

PAGE 7 of 8	DATE ISSUED 09/15/2020
GRANT NO. F20AC11633-00	

such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for award performance.
- (2) Upon completion of the Recipient employee's employment.
- (3) Upon award completion or termination.
- (c) The Service may withhold payment under this award if the Recipient fails to comply with these requirements.
- (d) The Recipient shall insert the substance of this clause, including this paragraph (d), in all subawards and contracts under this award, when the subrecipient's or contractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Recipient to return such identification to the Service in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Service.

3. Inadvertent Archaeological or Historical Discoveries

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

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

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

4. Promotional Partnership with a Non-Governmental Entity

The Recipient shall not publicize or otherwise circulate promotional material that states or implies Federal government or employee endorsement of any product, service, or position that the recipient represents. Promotional materials include advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, and other publications. No release of information relating to this award may state or imply that the Federal government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services. All releases of information regarding this project shall carry the following disclaimer: "The views and conclusions contained in this document are those of the author(s) and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government." The Recipient must request and obtain prior approval for any public information releases concerning this award that will refer to the Department of the Interior, or any bureau or employee by name or title. For any such prior approval request, the Recipient must provide the specific text and any related layout information and

NOTICE OF AWARD (Continuation Sheet)

PAGE 8 of 8	DATE ISSUED 09/15/2020
GRANT NO. F20AC11633-00	

images with the request for approval. The Recipient must include this provision in all subawards to non-governmental entities (i.e., not a state, local, or Federally recognized Indian tribal government).

5. Scientific and Scholarly Activities

The Recipient will conduct scientific and scholarly activities under this award that meet the definition in Department policy 305 DM 3, "Integrity of Scientific and Scholarly Activities" and the result of those activities are intended for use by the Service in decision-making processes or publications. The Recipient must follow the Department's Code of Scientific and Scholarly Conduct to the best of your ability when carrying out these activities.