

United States Department of the Interior



FISH AND WILDLIFE SERVICE 300 Westgate Center Drive Hadley, MA 01035

In Reply Refer To: FWS/R5/FR

AUG 1 1,2017

John Wright Coordinator Eastern Partnership Office National Fish and Wildlife Foundation 1133 15th Street NW, Suite 1100 Washington, DC 20005

DUNS: 175172527

Subject: Notice of Cooperative Agreement Award F17AC00855

Dear Mr. Wright:

Your organization's application for Federal financial assistance titled "Eastern Brook Trout Joint Venture Coordination and Operations FY17" submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.608 is approved. This award is made under the authority of Fish and Wildlife Coordination Act of 1958 16 U.S.C. Sections 661 – 667e. For a complete list of this program's authorizing legislation, go to https://www.cfda.gov/ and search by the CFDA Program number. This award is made based on Service approval of your organization's proposal signed on November 3, 2016, hereby incorporated by reference into this award. Funds under this award are to be used to provide coordination and operation services to the Eastern Brook Trout Joint Venture. Funds under this award are to be used as follows:

National Fish and Wildlife Foundation (NFWF) shall:

(A) Assist with refining the EBTJV's strategic objectives and key conservation priorities using the results of the recently completed status assessment of wild Brook Trout at the catchment scale; (B) Collaborate with neighboring Fish Habitat Partnerships and other conservation entities to ensure strategic conservation actions among this community are synchronized; (C) Solicit and rank fish habitat conservation projects that address priority wild brook trout conservation needs; (D) Coordinate and compile information on wild brook trout conservation activities and improvements in wild brook trout habitat condition for use in measuring progress towards conserving wild brook trout; (E) Promote the accomplishments being achieved in conserving wild brook trout to targeted audiences; (F) Further the outreach and communication goals of the EBTJV; and (F) Convene at least one partnership meeting per year to further the goals of the partnership. The FY17 Service Contribution is \$90,000.

The Service will:

(A) Provide \$90,000 to NFWF to complete the project; (B) Participate and collaborate jointly with the recipient partner in carrying out the scope of work; (C) Assist EBTJV with its annual project solicitation and ranking process; (D) Enter all EBTJV projects, activities and accomplishments in the fisheries FIS database; (E) Participate in outreach activities to further the goals of the Eastern Brook Trout Joint Venture; (F) Assist with the maintenance and updating of the EBTJV website and content management system; and (G) Assist with the organization and implementation of the next all partners meeting.

The performance period of this award [enter begins on the signature date on this letter through March 31, 2019. Only allowable costs resulting from obligations incurred during the performance period may be charged to this award. All obligations incurred under the award must be liquidated no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see Reporting Requirements section below). If you need more time to complete project activities, you must submit a written request to the Service Project Officer identified in the Project Contacts section below before the end of the stated performance period (see Project/Program Plan and Budget Revisions section below).

This project is funded as follows:

This obligation: \$90,000.00 **Award Total:** \$90,000.00

Indirect Costs: Recipient is authorized to charge only a flat indirect cost rate of 10% of the Modified Total Direct Costs (MTDC) for the life of this award, including any subsequent revisions and extensions for time, regardless of any indirect cost rate the Recipient may establish with the Federal government during the award period. MTDC is defined in 2 CFR 200.68.

System for Award Management (SAM) Registration: Under the terms and conditions of this award, your organization must maintain an active SAM registration at https://www.sam.gov/portal/public/SAM/until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

Terms of Acceptance:

Acceptance of a financial assistance award (i.e., grant or cooperative agreement) from the Service carries with it the responsibility to be aware of and comply with the terms and conditions applicable to the award. Acceptance is defined as the start of work, drawing down or requesting funds, or accepting the award via electronic means. Awards are based on the application submitted to and approved by the Service. Awards are subject to the terms and conditions incorporated into the notice of award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The terms and conditions of Service awards flow down to subrecipients and contractors, unless a particular award term or condition specifically indicates otherwise. The Federal regulations applicable to Service recipients and their subrecipients and contractors are listed by recipient type in the Service Financial Assistance Award Terms and Conditions

posted on the Internet at https://www.fws.gov/grants/atc.html. If you do not have access to the Internet and require a printed copy of the award terms and conditions, contact the Service Project Officer identified below.

If Recipient decides to not accept this award, Recipient must notify the Service Project Officer in writing within 30 calendar days of that decision.

Special Conditions and Provisions:

The outreach materials produced under this award must include the following statement acknowledging support from the U.S. Fish and Wildlife Service.

All of these materials must also include the U.S. Fish and Wildlife Service symbol. A print-ready symbol is available electronically upon request from the Service Project Officer.

Payments:

Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system (https://www.fiscal.treasury.gov/fsservices/gov/pmt/asap/asap_home.htm). 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.

Reporting Requirements:

Financial and Performance Reporting Requirements:

Annual interim financial and performance reports and final financial and performance reports are required under this award. The report periods and due dates under this award are:

Report:	Report Period:	Report Due Date:
Interim financial & performance	Date of Award Letter – 9/30/2018	12/29/2018
Final financial & performance	Date of Award Letter – 3/31/2019	6/29/2019

Recipients must use the Standard Form (SF) 425, Federal Financial Report form for all financial reporting. This form is available at http://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

Performance reports must contain, at minimum: 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 provided in the subject line of this letter at the beginning of all reports.

Financial and performance reporting due dates may be extended by the Service upon receipt of a written request addressed to the Service Project Officer identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service Project Officer may approve an additional extension if justified by a catastrophe that significantly impairs the Recipient's operations. Requests for reporting due date extensions must be received by the Service Project Officer no later than one day before the original reporting due date.

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, notify the Service Project Officer in writing as soon as the following types of conditions become known:

- 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.
- 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.

Conflict of Interest Disclosures:

Recipients are responsible for notifying the Service Project Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient, the Recipient's employees, or the Recipient's subrecipients in a position of conflict, real or apparent, between their responsibilities under this award and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, the Recipient's employees, or the Recipient's subrecipients in the matter. Upon receipt of such a notice, the Service Project Officer in consultation with their Ethics Counselor will determine if a conflict of interest exists and, if so, if there are any possible actions to be taken by the Recipient, the Recipient's employee(s), or the Recipient's subrecipient(s) that could reduce or resolve the conflict. Failure to resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures:

Recipients and their subrecipients must disclose, in a timely manner, in writing to the Service or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this award. Non-Federal entities that have received 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 described in 2 CFR 200.338, Remedies for noncompliance, including suspension or debarment (See 2 CFR 200.113, 2 CFR Part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313).

Project/Program Plan and Budget Revisions:

Recipients are required to report deviations from budget or project scope or objective, and request prior approvals for budget and program plan revisions in accordance with 2 CFR 200.308 unless otherwise specifically waived in this award.

Period of Performance Extensions:

If additional time is needed to complete the approved project, you must send written notice to the Service Project Officer. This notice must be received by the Service Project Officer at least 90 calendar days before the authorized performance period end date, and must include supporting reasons and revised end date. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

Project Contacts:

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:					
Callie McMunigal	John Wright					
U.S. Fish and Wildlife Service	National Fish and Wildlife Foundation					
400 East Main Street	1133 15 th Street NW, Suite 1000					
White Sulphur Springs, WV 24986	Washington, DC 20005					
(304) 536-1361 x 7342	(202) 595-2478					
Callie McMunigal@fws.gov	John.Wright@nfwf.org					

Please contact Callie McMunigal with any questions. Please include the Service award number provided in the subject line of this letter in all written communications.

Sincerely,

Tracy A. Copeland, Grants Specialist

Fish and Aquatic Conservation - Northeast Region

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Grant and Cooperative Agreement						CHOOSE ONE: X COOPERATIV AGREEMENT GRANT			
CHOOSE ONE:	EDUCATION	FACILITIES		X RESEARCH		SDCR	TRAINING		
1. GRANT/COOPERATIVE F17AC00855	AGREEMENT NUMBER	2. SUPPLI	EMENT	NUMBER	3. EFFEC	TIVE DATE	4. COMPLETION DATE 03/31/2019	E	
5. ISSUED TO	FL 1 0	nty, State, Zip) TION		ling Address: 300	DIVISIO	ON OF CO	ONTRACTING AND GE R DRIVE		
7. TAXPAYER IDENTIFICATION NO. (TIN)			PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone)						
8. COMMERCIAL & GOVER 086A7	RNMENT ENTITY (CAGE) NO.	West, to a second	posteriores and	lie McMunigal n Wright, 202			ext. /342		
10.RESEARCH,PROJECT Eastern Brook Tr	or PROGRAM TITLE out Joint Venture	Coordination	and	Operations F	Y17				
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08/11/2017 throu			3						
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THIS ACTION		\$90,00	0.00	THIS ACTION			\$90,0	00.00	
CASH SHARE		\$	0.00		TOTAL		\$90,0	00.00	
NON-CASH SHARE			0.00						
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15. POINTS OF CONTACT	<del></del>								
	NAME	MA	IL STO	P TELEPHO	NE		E-MAIL ADDRESS		
TECHNICAL OFFICER							WARRANT CO. C.		
NEGOTIATOR									
ADMINISTRATOR								-	
PAYMENTS			-					-	
	UNDER THE AUTHORITY OF: Se Coordination Ac		usc	Sections 661	-667e				
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# **Grant and Cooperative Agreement**

				ESTIMATED COST		
ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	
	CFDA Number: 15.608					
	DUNS Number: 175172527					
	Eastern Brook Trout Joint Venture Coordination					
	and Operations FY17					
	Legacy Doc #: FWS			•		
	Delivery Location Code: 0008349956					
	FWS APPALACHIAN PRINRSHP COORD OFC					
	400 EAST MAIN STREET					
	WHITE SULPHUR SPRINGS WV 24986-2340 US					
	Account Assignm: K G/L Account: 6100.411C0					
	Business Area: F000 Commitment Item: 411C00 Cost					
	Center: FF05F23200 Functional Area:					
	FFR133400.000000 Fund: 178F1611MD Fund Center:				1	
	FF05F23200 Project/WBS: FG.FR1334057EB42 PR Acct		ŀ			
	Assign: 01					
	Period of Performance: 08/11/2017 to 03/31/2019					
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	The total amount of award: \$90,000.00. The					
	obligation for this award is \$90,000.00.		•			