



LOUISIANA DEPARTMENT OF WILDLIFE & FISHERIES

NOTICE OF FEDERAL SUBAWARD & GRANT AGREEMENT



Subaward Information	
Project Name: West Monroe Riverfront Park Fishing Pier	
Project Summary: To build a fishing pier on the Ouachita River in the city of West Monroe	
Louisiana Dept. of Wildlife and Fisheries:	Subrecipient:
Primary Contact: <u>Melissa Longman</u>	Primary Contact: <u>Courtney Hornsby</u>
Phone: <u>225-765-2343</u>	Phone: <u>318-396-2600</u>
Email: <u>mlongman@wlf.la.gov</u>	Email: <u>chornsby@westmonroe.la.gov</u>
Risk Assessment: <input checked="" type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High <i>(Completed annually and subject to change)</i>	
Is this award pertaining to R&D: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Subaward Period of Performance: <u>04/01/23-04/30/25</u>	
Federal Share of Project Cost: \$ <u>262,352.00</u> <i>(75%)</i>	
Matching Share of Project Cost: \$ <u>87,450.00</u> <i>(25%)</i>	
Total Award Committed : \$ <u>349,802.00</u>	
Will the Subrecipient provide all or part of the match share? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, enter the Subrecipient responsibility: \$ <u>87,450.00</u>	

Subrecipient Information
Subrecipient Name: <u>City of West Monroe</u> <i>(must match registered UEI name)</i>
Subrecipient UEI Number: <u>TKPGRPA6GCE9</u>
Indirect Cost Rate (F&A): _____
NICRA or <i>F&A Reduction Waiver</i> on file? <input type="checkbox"/> Yes <input type="checkbox"/> No

Federal Award InformationAwarding Agency: U.S. Fish and Wildlife ServicePass through Agency: Louisiana Department of Wildlife & FisheriesCFDA#: 15.605 Award ID Number (FAIN): F23AF01084Award Start Date: 04/01/23Period of Performance: 04/01/23 – 04/30/25Subaward Budget Period Start and End Date: 04/01/23 – 04/30/25Federal Share Obligated to the Subrecipient: \$ 262,352.00**Subaward Agreement Terms****Disbursement of fund will be as follows:**

This agreement is cost-reimbursable. Payment will be made upon receipt and acceptance of invoices and supporting documentation requesting reimbursement for actual expenditures *specific to this subaward*. Total reimbursement will not exceed \$ 262,352.00 during the subaward period.

Terms and Conditions

In accepting these funds, it is understood that:

1. Expenditures must comply with appropriate state and/or federal regulations.
2. This award is subject to the availability of appropriate funds.
3. Recipient of these funds agrees to stipulations listed in Sections A, B, and C of this subaward.

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Section A

Assurances

As a condition of receiving federal funds awarded through the Louisiana Department of Wildlife and Fisheries (LDWF), the Subrecipient agrees to the federal statement of assurances (Appendix A); and, for construction projects, federal Buy America Build America requirements (Appendix B).

By accepting funds under this grant, the Subrecipient agrees to comply with the terms and conditions of this subaward agreement, and the terms and conditions of all references and attachments that are applicable to the subaward. References to the 2 CFR 200 'Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards' can be found using the following link: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>.

Additionally, the Subrecipient agrees to the following conditions:

- A. Subaward funds shall not be used for anything other than the awarded purpose outlined in Section B. In the event that payment is rendered and it is discovered that an expenditure does not comply with this condition, the portion not in compliance must be refunded to LDWF.
- B. Reimbursement requests shall only include expenditures approved in Section C. Without prior written approval from LDWF or a subaward amendment, no additional expenditures will be reimbursed.
- C. The transfer of funds between budgeted categories without written prior approval from LDWF is not allowed. Requests to revise approved budgeted amounts must be made in writing and provide sufficient justification.
- D. Recipients of subawards are required to maintain accounting records. 'Subaward Accounting Records' include all original supporting documents used to substantiate the expenditure and reimbursement of funds awarded under this subaward. Such records shall be maintained in accordance with the following:
 - 1. Records may be destroyed by the Subrecipient five (5) calendar years after the final financial and narrative reports have been submitted to LDWF.
 - 2. If audit issues arise, all records shall be kept indefinitely until the issues are resolved.
- E. This Agreement may be terminated for the convenience of either party upon thirty (30) days written notice from the terminating party to the other parties. In the event of termination of this Agreement for the convenience of LDWF, the Subrecipient shall be entitled to receive just and equitable compensation for all costs incurred, for non-cancelable commitments, and for satisfactory work completed. In the event of termination for the convenience of the Subrecipient, LDWF shall be entitled to reimbursement for all funds previously disbursed to the Subrecipient.
- F. If, in the determination of LDWF, the Subrecipient fails to fulfill in a timely and proper manner its obligations under this subaward Agreement or violates any of the covenants, agreements, or stipulations of this subaward Agreement, LDWF shall thereupon have the right to terminate this subaward Agreement by giving written notice to the Subrecipient

of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such case LDWF shall be entitled to reimbursement by the Subrecipient for any project funds received pursuant to this subaward agreement.

- G. For construction projects, Subrecipient shall file a deed restriction with the parish Clerk of Court wherein the real property is located indicating that the project property is subject to the terms of this agreement for a minimum of 25 years from the completion of construction.
- H. Additional subaward Specific Terms and Requirements, Appendix C 'Federal Construction Subaward Operational Agreement'.
- I. Federal Award Letter Special Terms and Requirements, Appendix N/A.

SECTION B

Description of services, scope of work, deliverables and monitoring

A. Scope of Services

The City of West Monroe will construct one fishing pier on the Ouachita River, in the City of West Monroe, which will extend approximately 185 feet from the bank and include a partially covered, floating dock as the primary fishing access point.

*See Appendix D for a detailed Scope of Services

B. Timeline

This subaward will begin on April 1, 2023 and end on April 30, 2025.

C. Reporting and Monitoring Requirements

Scope of services shall be completed within the subaward period and in compliance with the subaward and all appendices. The LDWF Fisheries Grants Coordinator will be responsible for monitoring the performance of the Subrecipient, including any potential problems or deviations from the scope of services, via:

1. Telephone, electronic mail, meeting and/or written correspondence; and
2. Prompt submittal of invoices, associated supporting documents
3. Completion of tasks listed under Scope of Services;
4. Evaluation of the final report to ensure that:
 - a. All of the agreement Scope of Services have been completed in a reasonable and satisfactory manner, and in relation to costs.
 - b. Report is clear and concise.

SECTION C

Budget, Terms of Reimbursement, Financial Reports

A. Budget

1. The budget for this project is detailed in Appendix D.

B. Conditions for Equipment and Travel

1. Equipment is not an allowable reimbursement under this subaward.
2. Travel is not an allowable reimbursement under this subaward.

C. Reimbursement Terms

1. Total of all reimbursement requests cannot exceed \$262,352.00.
Any unspent funds may be carried over to the next fiscal year(s) of the subaward.
2. Requests for Reimbursement shall be submitted as follows:
 - a. Invoices should be on the Subrecipient's letterhead, clearly marked as "Invoice", and supported by an itemized list, by budget category.
 - b. Backup documentation shall include itemized invoices from any contractors and proof of payment to contractors.
3. If this subaward is partially funding the construction project, LDWF will calculate the percent of the total construction contract covered by the invoice and apply it to the construction amount listed in the subaward to determine the eligible reimbursement amount. This methodology ensures that LDWF does not reimburse the total subaward amount prior to the completion of the construction project in its entirety.
4. LDWF reserves the right to withhold reimbursement under this subaward until any delinquent invoices, forms, reports, and documentation are submitted to and accepted by LDWF.
5. For auditing purposes, if requested, additional expenditure details shall be provided to LDWF.
6. LDWF will not remit payment until invoices and financial reports have been received and approved by LDWF.
7. LDWF will not remit final payment at project completion until final inspection and approval, and all deliverables, including invoices, project reports and financial reports, and a clear lien have been received and approved by LDWF.
8. All payment requests can be sent to mlongman@wlf.la.gov or WLFFisheriesContracts@wlf.la.gov.

D. Financial Reports

Subrecipient agrees to provide:

1. A final financial report accounting for all expenditures to LDWF within 30 days of the close of the subaward period.
2. All reports of expenditures and requests for reimbursement processed by LDWF related to this subaward are subject to audit.
3. If more than \$750,000.00 in federal awards are expended, Subgrantee shall have a single audit conducted according to the Louisiana Governmental Audit Guide and according to 2CFR 200.501 Audit Requirements for federally funded projects. A copy of this audit must be furnished to LDWF within the earlier of;
 - i. 30 calendar days after receipt of auditors report, or
 - ii. 180 calendar days after the end of the subaward period. If local municipality or other state agency funds are used as Subrecipient match, a copy of this audit must also be provided to the Louisiana Legislative Auditor's office when completed within the same timelines.
4. In the event LDWF terminates the subaward agreement, Subrecipient shall:
 - i. Not be reimbursed for any grant-related expenses incurred after the termination effective date;
 - ii. Transfer or liquidate all equipment and non-consumables purchased with grant funds during the grant period (including equipment any items LDWF has required the Subrecipient to inventory during the course of the grant);
 - iii. Surrender any and all documents related to the grant that LDWF deems necessary; and
 - iv. Repay to the Department all grant funds found to be unallowable costs.

E. Amendments

Any modification to the provisions of this subaward shall be in writing, signed by all parties, and approved by the required authorities.

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Subrecipient Signature:

Staci Mitchell, Mayor
City of West Monroe, Louisiana

State Agency Signature:

Robert E. Shadoin, Secretary
Louisiana Department of Wildlife &
Fisheries

Public reporting burden for this collection of information is estimated to average 15 minutes 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 (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

Buy America, Build America Act Requirements

Any infrastructure project, funded at least partly by federal financial assistance requires the contractor to use iron, steel, manufactured goods, and construction materials that are produced in the United States in a manner that complies with the Buy America, Build America Act (BABA), as contained in the federal Infrastructure Investment and Jobs Act of 2021.

BABA requires the following:

- **IRON & STEEL**

All iron and steel used in a project must be produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- **MANUFACTURED PRODUCTS**

All manufactured products used in a project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

- **CONSTRUCTION MATERIALS**

All construction materials used in the project must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The BABA requirements only apply to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools,

equipment, and supplies brought to the construction site and removed at or before the completion of the infrastructure project, nor does it apply to equipment and furnishings that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Examples of projects that may be Infrastructure:

- ✓ Boat ramps
- ✓ Fishing piers / platforms
- ✓ Shooting ranges / platforms
- ✓ Office buildings, education centers
- ✓ Water control structures for hunting/wildlife viewing
- ✓ Propagation facilities / Fish hatcheries
- ✓ Docks
- ✓ Dams
- ✓ Marine pumpout stations (affixed)
- ✓ Floating restrooms
- ✓ Public restrooms
- ✓ Parking areas
- ✓ Roads

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

Federal Construction Subaward Operational Agreement

Purpose:

The purpose of this Agreement is to set forth the operational terms and conditions of the Louisiana Department of Wildlife and Fisheries (LDWF) subaward for the **West Monroe Riverfront Park Fishing Pier** (Project) awarded to the **City of West Monroe** (Sponsor).

Section 1: Duration and Useful Life

This agreement shall remain in effect for the useful life of the completed Project. The useful life of the West Monroe Riverfront Park Fishing Pier is 25 years.

Section 2: Compliance with Federal and State Laws

The Sponsor acknowledges that the Project is subject to the administrative requirements of the Pittman-Robertson Wildlife Restoration, Dingell-Johnson Sport Fish Restoration Acts (50 CFR Part 80), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) for the full term of this agreement.

Section 3: Conditions

1. The Project facilities developed with grant assistance shall be retained and used to provide public recreational fishing access. Any property developed shall not be converted to uses other than this activity without written approval from LDWF and the United States Fish and Wildlife Service (USFWS).
2. Public Access. Sponsor will operate Project facilities for general public use during reasonable hours to ensure safe fishing access. Hours will be posted in a public space and/or online for easy access.
3. Usage Fees. Under no circumstances can fees be collected during the period of the Subaward as Program Income was not indicated in the Project application or federal grant application. The Sponsor will not charge usage fees after the period of this Subaward at this Project facility. However, in the event usage fees are necessary for continued operation, Sponsor will provide written notice and adequate justification of usage fees to LDWF. Any fees collected from this Project must be used for the continued maintenance of the Project. Operations. Sponsor will operate Project facilities as described, at their expense, for the entire term of this agreement, and provide necessary and reasonable staffing to ensure safe facility usage during hours of operation.
4. Maintenance. Sponsor will maintain Project facilities, at their expense, as attractive, inviting, and reasonably safe and secure for public use. Maintenance includes, but is not limited to; grounds maintenance, litter/refuse removal, signage, security/surveillance, plus necessary repairs and renovations as needed to keep all project elements in reasonable repair to prevent undue deterioration and encourage public use. Sanitation and sanitary facilities will be maintained in accordance with applicable health standards.

Section 4: Map/Site Plan

See Appendix A

Section 5: Deed Restriction Requirement

Sponsor shall file and maintain a deed restriction with the parish Clerk of Court of Ouachita Parish indicating that the Project property is subject to the terms of this agreement for a minimum of 25 years from the completion of construction, and provide proof of such filing to LDWF.

Section 6: Assignability

The Sponsor shall not assign or transfer any interest in this Project or Agreement, nor transfer, convey, sell, mortgage, assign or otherwise alienate its ownership, easement, or lease rights in the land and appurtenances which constitute the Project, without the prior written consent of LDWF.

Section 7: Signage

Sponsor must install and maintain a permanent program acknowledgment sign or plaque at all project sites. The sign shall be no less than 3 feet by 4 feet and include the Sport Fish Restoration logo and the LDWF logo or some other manner of acknowledgement approved by LDWF.

Section 8: Inspections, Compliance, and Monitoring

The Sponsor agrees to make Project facilities available and facilitate inspection and compliance reviews by LDWF and U.S Fish and Wildlife Service (USFWS) staff during normal operating hours. LDWF will conduct periodic inspections of the Project facilities to determine and ensure that the terms of this agreement regarding public access, use, and maintenance are being met by the Sponsor. LDWF inspections will generally be unannounced and are intended to ensure that program compliance continues after the construction phase is completed.

LDWF will notify the Sponsor after each inspection of any deficiencies identified and corrective actions needed to remain in compliance. Applicants who fail to comply with long-term program commitments may be subject to legal actions by LDWF and/or USFWS to enforce program compliance, and/or jeopardize future eligibility for funds for new projects.

Section 9: Violation of Agreement Terms

Should the Sponsor fail to abide by the terms and conditions of this agreement, LDWF shall have the right to terminate this agreement and shall be entitled to reimbursement based on the amount of Project funds received pursuant to this Agreement and the length of time the Project was functional and available to the public.

Section 10: Public Liability

The Sponsor agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (*ex contractu*, *ex delictu*, quasicontractual, statutory or otherwise) judgments of sums of money, attorneys' fees and court costs to any party or third person including, but not limited to amounts for loss of life or injury or damage to persons,

property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the Sponsor or any of the above, growing out of, resulting from, or by reason of any violation of the requirements of State law, Federal law, or any negligent act or omission, operation or work of the Sponsor, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the Sponsor hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind or nature arising from, out of or in any way connected with the Project, to the extent permitted by law.

Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by LDWF herein or to authorize any third person to have any action against LDWF arising out of this Agreement.

Section 11: Termination

Sponsor may terminate this agreement for convenience upon 30 days written notice to LDWF. In the event the Sponsor exercises this termination option, LDWF shall be entitled to reimbursement of funds based on the amount of Project funds provided to the Sponsor pursuant to this Agreement and the length of time the Project was functional and available to the public.

Section 12: Amendments

Any amendment hereto shall be in writing and signed by all parties.

Appendix A
Map/Site Plan

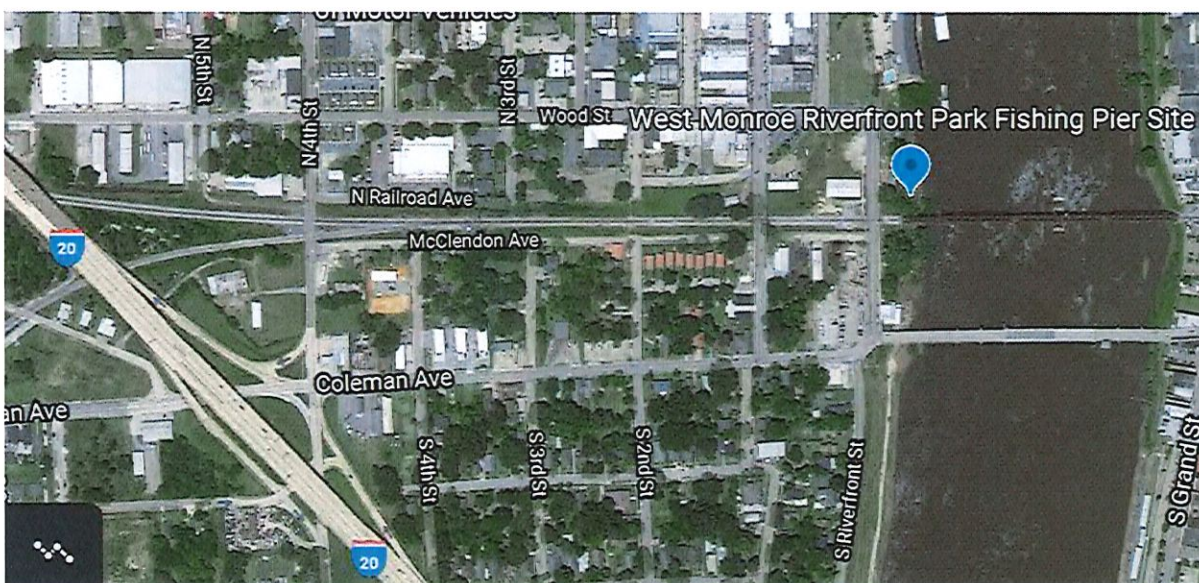


Figure 1. Location of proposed West Monroe Riverfront Park Fishing Pier in the City of West Monroe, Louisiana.

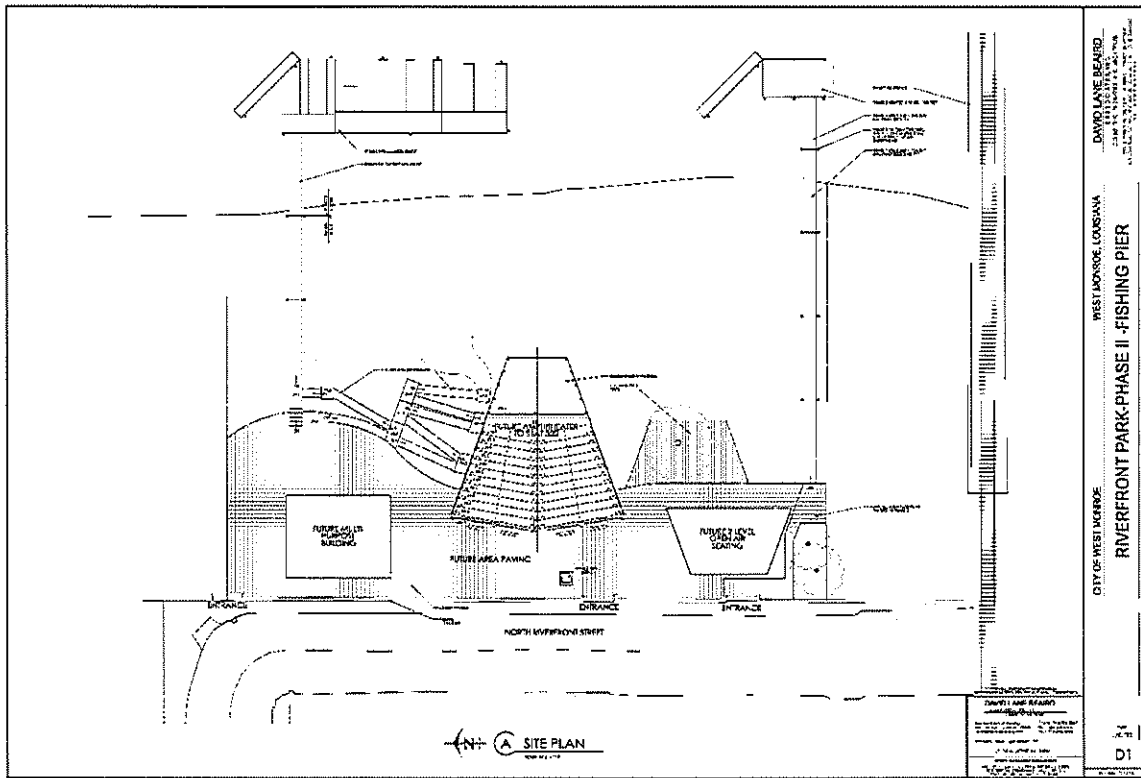


Figure 2. Design drawings for the West Monroe Riverfront Fishing Pier in the City of West Monroe, Louisiana. Drawings depict the location of the fishing pier at the project site relative to other project features not included in this Subaward agreement.

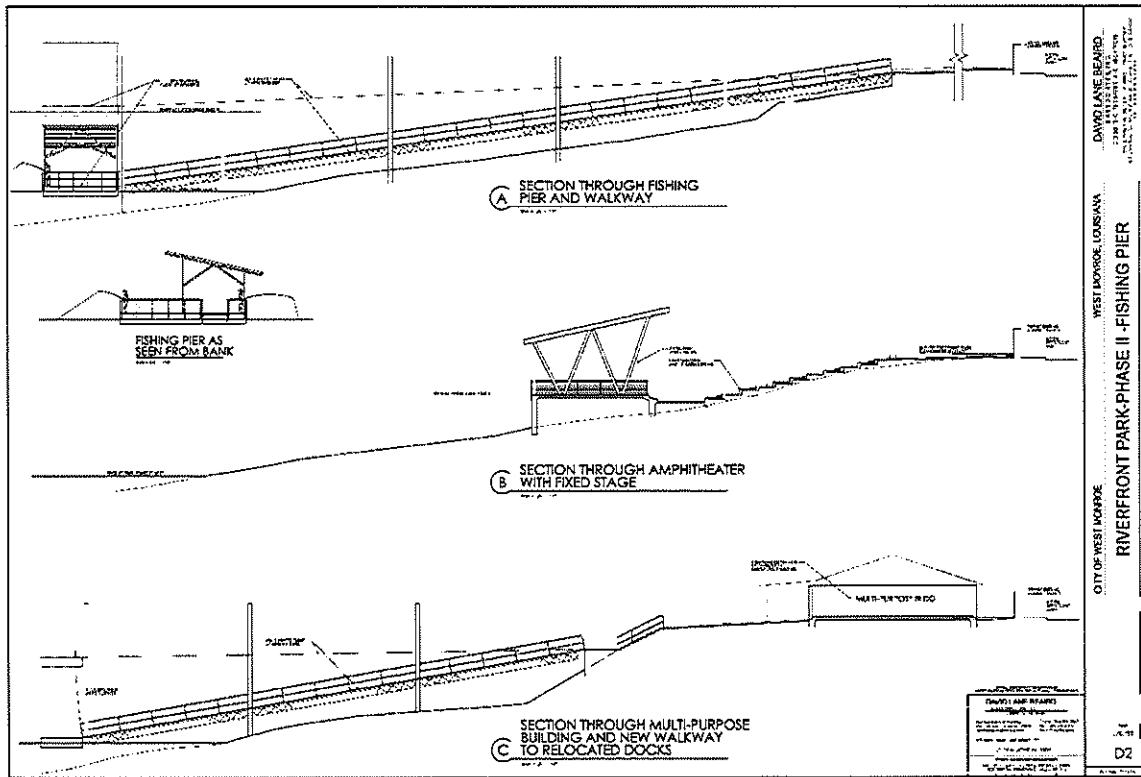


Figure 3. Design Drawings specific to the construction of the West Monroe Riverfront Park Fishing Pier in the City of West Monroe, Louisiana.

Grant Proposal

Report Information

Descriptive Name	LA SFR - West Monroe Riverfront Park Fishing Pier
Report Date	May 31, 2023
Federal Award Start Date	Apr 01, 2023
Federal Award End Date	Apr 30, 2025
Agency	WILDLIFE AND FISHERIES, LOUISIANA DEPARTMENT OF
Grant Number	F23AF01084
State Grant Number	Not Provided
Location of Work	Louisiana
Recipient Contacts	Melissa Longman Ashley Ferguson
Grant Funding Programs	Sport Fish Restoration (Freshwater/Inland)

Public Description

The City of West Monroe is constructing a fishing pier as part of the effort to renovate the downtown riverfront park. The purpose of the pier is to develop, enhance, and promote public fishing and access to the Ouachita River for recreational enjoyment. The pier is located on the Ouachita River in downtown West Monroe, LA.

Additional Information

Organization type	State Government
Single audit statement	A State Government that was required to submit a Single Audit report for the organization's most recently closed fiscal year and that report is available on the Federal Audit Clearinghouse Single Audit Database website. The report is filed under the EIN of 72-6000846
Indirect Cost Statement	Indirect Cost Statement

Conflict of Interest Disclosure Statement

There are no known conflicts of interest.

Links to Project Statements

[LA SFR - West Monroe Riverfront Park Fishing Pier](#)

LA SFR - West Monroe Riverfront Park Fishing Pier

Point of Contact	Ashley Ferguson
Project State	Louisiana
Includes Federal Waters	No
U.S. County	Ouachita Parish

Location Description

108 North Riverfront Street, West Monroe, Louisiana 71291Latitude: 32.5097, Longitude: 92.1250

Body of water: Ouachita river

The proposed fishing pier is located within the City of West Monroe, Louisiana. The property is on the Ouachita River and North Riverfront Street. The major interstate that intersects West Monroe is Interstate 20, a major east/west highway in the southern United States that runs between Texas and South Carolina. The proposed project is located approximately 0.5 miles from an on ramp to the I-20 interstate in West Monroe. Another major highway in the area is Highway 165. This roadway runs north to south and connects the City of West Monroe and the area to Arkansas in the north and the most southern parts of Louisiana, specifically Lake Charles, LA. The distance from the proposed project to Highway 165 is 2.2 miles. This measurement ends at the intersection of Highway 165 and I-20.

Statement Narratives

Need

The City of West Monroe (the "City") is proposing the construction of the Downtown Riverfront Fishing Pier (the "Pier") on the Ouachita River. A portion of the Ouachita River runs through West Monroe, Louisiana, and is a popular fishing destination and host to many well-regarded crappie and bass fishing tournaments. However, the portion of the river located in West Monroe and surrounding areas is only accessible by boat, which creates a significant barrier to enjoying recreational fishing in its waters. Currently, local residents without a boat are often seen at the roadside or below the levee fishing along the riverbank without the safety and other benefits of a designated access area.

The City has developed a large-scale West Monroe Downtown Master Plan project designed to revitalize the City of West Monroe, and provide residents and visitors with a community-based destination for all to enjoy. In the development of the Master Plan, members of the community emphasized a desire for greater connectivity to the Ouachita River. In response, the City acted decisively and purchased land for the development of Riverfront Park as part of the Master Plan. Development is underway, and Riverfront Park will be ideally situated on the Ouachita River and connect to the downtown district. The construction of the Pier is a vital component of Riverfront Park, and will provide free, year-round access to recreational fishing for use by the general public. The Pier will extend approximately 185 feet from the bank of the Ouachita River, and include a partially covered, floating dock as the primary fishing access point. The construction of the Pier will enhance and promote public fishing in the Ouachita River, remove the prior barriers to participation caused by the lack of access, and provide the community with the desired connectivity to one of the City's most treasured natural resources.

Purpose

The purpose of the Downtown Riverfront Fishing Pier is to develop, enhance, and promote public fishing and access to the Ouachita River for recreational enjoyment. The Pier is part of the Riverfront Park Master Plan development that will include a courtesy boat slip/marina, kayak launch, multi-use pavilion, amphitheater, and open-air seating. The Pier will be a significant attraction to Riverfront Park, and is intended to improve connectivity to not only the Ouachita River, but the many small businesses operating in downtown West Monroe.

The Ouachita River currently does not have public access to recreational fishing without the use of a boat. The Pier will provide a safe environment for fishing that is accessible to all members of the community, regardless of age, economic status or physical ability.

The Pier will attract residents and visitors from the surrounding community for recreational fishing throughout the year. By engaging the community through access to the Pier, the City hopes to raise interest in ecological awareness and conservation of natural resources. In addition, the development of the Pier and Riverfront Park will allow the City to create mutually beneficial relationships with local business, schools and nonprofits for community outreach and education programs that will strengthen the community.

Results and Benefits

The expected results and benefits of the objectives for the project primarily include the establishment of a community-based destination that provides recreational fishing access to the Ouachita River and the amenities of a master-planned Riverfront Park and downtown district. Access to the Pier and fishing will be easily attainable by foot, bike, or car with available parking at Riverfront Park. The increase in access will encourage fishing by all members of the surrounding community, and provide a safe and fun option for outdoor recreation. In addition, the community outreach programs will help instill an interest in, and a commitment to, responsible recreational fishing and ensure that the Pier and Riverfront Park amenities are enjoyed and sustained by all members of the community.

The revitalization of downtown West Monroe will provide the community and visitors from surrounding areas with a family-friendly destination that offers outdoor recreation, shopping, dining and entertainment. A strong network of partnerships between the City and local businesses will help provide stability for the economy and a sense of place for members of the community who frequent Riverfront Park and the downtown district. Finally, a grand opening celebration upon completion of the project will create enthusiasm within the community and encourage use of the Pier. Additional community events sponsored by the City throughout the year will serve to continually promote the Pier and related amenities and create a sense of pride for the residents of West Monroe.

Budget Narrative

BUDGET NARRATIVE

Project Budget for West Monroe Riverfront Park Fishing Pier

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Extended Cost
1	Mobilization	1	JOB	\$6,750.00	\$6,750.00
2	Erosion Control	1	JOB	\$3,750.00	\$3,750.00
3	Demolition & Removal - Wooden Structure	1	JOB	\$8,500.00	\$8,500.00
4	Demolition & Removal - Steel Shed	1	JOB	\$7,500.00	\$7,500.00
5	Demolition & Removal - Concrete Paving	6100	SF	\$8.50	\$51,850.00
6	Driving New Piles - 12" Piles Steel Pipe	13	EA	\$10,500.00	136,500.00
7	Pile Dock Connection Points	13	EA	\$2,150.00	\$27,950.00
8	Gangway - 40' Section - 6' Width	4	EA	\$17,500.00	\$70,000.00
9	Gangway - 30' Section - 6' Width	1	EA	\$13,125.00	\$13,125.00
10	Floating Pier - Uncovered - (18'X40')	720	SF	\$112.50	\$81,000.00
11	Deflector Section - (20'X4)	1	EA	\$5,833.33	\$5,833.33
12	Area Paving - 4" Concrete	808	SF	\$7.00	\$5,656.00
Projected Construction Costs					\$418,414.33
Contingency - 10%					\$41,841.43
Total Projected Construction Cost					\$460,255.77
Engineering Fees (Title I & Title II Services) (8.5% Fee)					\$39,121.74
Projected Testing Fee (1.250%)					\$5,753.20
Total Projected Project Cost					\$505,130.70
Freshwater SFR (9514) Federal Share (75%)					\$262,352
Non-Federal (City of West Monroe) Sponsor Share (25%)					\$87,451
Overmatch					\$155,328
Grant Total					\$349,803

Equipment Narrative

Not Applicable

Useful Life Narrative

The West Monroe Riverfront Park Fishing Pier will be located at the Ouachita River, freshwater. Therefore, the useful life of this project is 25 years.

Is This a Multipurpose Grant?

Not Applicable

Relationship to Other Grants

Not Applicable

Timeline

The City anticipates a total project completion timeline of approximately two years. The construction phase of the project is expected to be complete in approximately one year from the date of notice of award. The City has established clear milestones for tracking the progress of construction and keeping all parties on schedule, including weekly meetings with all applicable parties. Upon contract execution, construction of the pier and access walkway is expected to take 180 days, depending on river stages for installation of piles along the pier. The complete schedule from receipt of notification of grant award to final contract payment is set forth below:

West Monroe Riverfront Park Fishing Pier Project Schedule

I. RECEIPT OF GRANT NOTIFICATION

II. FINAL DESIGN AND PREPARATION OF BID PACKAGE & PERMIT APPLICATION TO USACE FOR PROJECT	60 DAYS
III. BID ADVERTISEMENT	30 DAYS
IV. AWARD OF BID AND CONTRACT EXECUTION	20 DAYS
V. NOTICE TO PROCEED	10 DAYS
VI. CONSTRUCTION OF PIER AND ACCESS	180 DAYS***
VII. FINAL INSPECTION AND ACCEPTANCE OF PROJECT	10 DAYS
VIII. LIEN PERIOD	45 DAYS
IX. ISSUANCE OF FINAL CONTRACT PAYMENT	<u>10 DAYS</u>
TOTAL PROJECTED PROJECT TIME	365 DAYS
X. WARRANTY PERIOD	365 DAYS

*** DEPENDANT ON RIVER STAGES FOR INSTALLATION OF PILES

Quantitative Performance Reporting Data

Objective Name	Construct a fishing pier on the Ouachita River in the City of West Monroe
Strategy	Facilities/Areas Construction, Renovation or Acquisition
Proposed Objective	Construct, renovate or acquire facilities
Activity	Recreational fishing facilities <ul style="list-style-type: none">Fishing piers/platforms
Proposed # Facilities	1.0000

Objective Approach

The City anticipates a total project completion timeline of approximately two years. The construction phase of the project is expected to be complete approximately 2 years from the date of notice of award. The City has established clear milestones for tracking the progress of construction and keeping all parties on schedule, including weekly meetings with all applicable parties. Upon contract execution, construction of the pier and access walkway is expected to take 180 days, depending on river stages for installation of piles along the pier.

1. DATE ISSUED MM/DD/YYYY 04/28/2023		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 15.605 - Sport Fish Restoration			
3. ASSISTANCE TYPE Formula Grant			
4. GRANT NO. F23AF01084-00 Originating MCA #		5. TYPE OF AWARD Other	
4a. FAIN F23AF01084		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 04/01/2023		Through 04/30/2025	
7. BUDGET PERIOD MM/DD/YYYY From 04/01/2023		Through 04/30/2025	

8. TITLE OF PROJECT (OR PROGRAM)
LA - West Monroe Riverfront Park Fishing Pier 2023

9a. GRANTEE NAME AND ADDRESS
Wildlife and Fisheries, Louisiana Department of
2000 Quail Drive
Baton Rouge, LA, 70808-9038

10a. GRANTEE AUTHORIZING OFFICIAL
Mr. Robert Shadoin
2000 Quail Drive
Baton Rouge, LA, 70808-9038
Phone: 225-765-2370

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Dingell-Johnson Sport Fish Restoration Act—Sport Fish Restoration (16 U.S.C. §777 et seq., except §§777e-1 and g-1)

9b. GRANTEE PROJECT DIRECTOR
Mrs. Melissa Longman
2000 Quail Dr
Baton Rouge, LA, 70808-9038
Phone: (225)765-2343

10b. FEDERAL PROJECT OFFICER
Mr. James Ballard
1875 Century Boulevard NE
Atlanta, GA, 30345
Phone: 4707336093

ALL AMOUNTS ARE SHOWN IN USD			
11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 262,352.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
a. Salaries and Wages \$ 0.00		c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
b. Fringe Benefits \$ 0.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 262,352.00	
c. Total Personnel Costs \$ 0.00		13. Total Federal Funds Awarded to Date for Project Period \$ 262,352.00	
d. Equipment \$ 0.00		14. RECOMMENDED FUTURE SUPPORT	
e. Supplies \$ 0.00		(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel \$ 0.00		YEAR TOTAL DIRECT COSTS YEAR TOTAL DIRECT COSTS	
g. Construction \$ 0.00		a. 2 \$ d. 5 \$	
h. Other \$ 0.00		b. 3 \$ e. 6 \$	
i. Contractual \$ 349,802.00		c. 4 \$ f. 7 \$	
j. TOTAL DIRECT COSTS \$ 349,802.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS \$ 0.00		a. DEDUCTION	
l. TOTAL APPROVED BUDGET \$ 349,802.00		b. ADDITIONAL COSTS	
m. Federal Share \$ 262,352.00		c. MATCHING	
n. Non-Federal Share \$ 87,450.00		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING 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 anticipated.

GRANTS MANAGEMENT OFFICIAL:
PAUL WILKES, WSFR Regional Manager
1875 Century Blvd
Atlanta, GA, 30345
Phone: 404-679-4154

17. VENDOR CODE			0070067613		18a. UEI M22LMLG4VZ96		18b. DUNS 809927783		19. CONG. DIST.		06	
LINE#	FINANCIAL ACCT		AMT OF FIN ASST		START DATE		END DATE		TAS ACCT		PO LINE DESCRIPTION	
1	0051034130-00010		\$262,352.00		04/01/2023		04/30/2025		8151		9514 (SFR Fresh)	

NOTICE OF AWARD (Continuation Sheet)

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DATE ISSUED

04/28/2023

GRANT NO. F23AF01084-00

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 grant will be used to construct a fishing pier on the Ouachita River in the City of West Monroe, Louisiana.

Terms and Conditions

1. U.S. Fish and Wildlife Service

General Award Terms and Conditions

Recipients of U.S. Fish and Wildlife Service (Service) grant and cooperative agreement awards (hereafter referred to as 'awards') are subject to the terms and conditions incorporated into their Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Award terms and conditions are applicable unless and until the USFWS removes or revises them in written notice to the recipient. The Service will make such changes by issuing a written notice that describes the change and provides the effective date.

Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. Recipients are responsible for ensuring that their subrecipients and contractors are aware of and comply with applicable award statutes, regulations, and terms and conditions. Recipient failure to comply with award terms and conditions can result in the Service taking one or more of the remedies and actions described in Title 2 of the Code of Federal Regulations (CFR) §§200.339—343.

A PDF of these terms and conditions with embedded links to all regulations is available on the Service's website at: <https://www.fws.gov/media/fws-financial-assistance-award-terms-and-conditions-2020-12-31>. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Administrative Requirements, Cost Principles, and Audit Requirements

These requirements and cost principles are applicable to all awards except those to individuals receiving the award separate from any business or organization they may own or operate. Foreign public entities and foreign organizations must comply with special considerations and requirements specific to their entity type, unless otherwise stated in this section. Foreign public entities must comply with those for states.

2 CFR Part 200, Subparts A—D, as supplemented by 2 CFR Part 1402

Foreign public entities must follow payment procedures in 2 CFR §200.305(b). For foreign public entities and foreign organizations, the requirements in 2 CFR §§200.321—323 do not apply.

Appendix XII to 2 CFR Part 200—Recipient Integrity and Performance Matters

Applicable to awards with a total Federal share of more than \$500,000 except for awards of any amount to foreign public entities.

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2 CFR Part 200, Subpart E—Cost Principles

Applicable to all domestic and foreign non-Federal entities except non-profit organizations identified in Appendix VIII to 2 CFR Part 200.

48 CFR Subpart 31.2—Contracts with Commercial Organizations

Applicable to non-profit organizations identified in Appendix VIII to 2 CFR Part 200 and for-profit organizations.

Indirect Cost Proposals

Requirements for development and submission of indirect cost rate proposals are contained in Appendix III (Institutions of Higher Education), Appendix IV (Nonprofit organizations), and Appendix VII (States, local government agencies, and Indian tribes) to 2 CFR Part 200. See also the DOI negotiated indirect cost rate deviation policies at 2 CFR §1402.414. For-profit entities should contact the DOI National Business Center, Office of Indirect Cost Rate Services at: <https://ihc.doi.gov/ICS/icma>.

2 CFR Part 200, Subpart F—Audit Requirements

Applicable to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations. Not applicable to foreign public entities, foreign organizations, or for-profit entities.

Statutory and National Policy Requirements

These requirements are applicable to all awards, including those to individuals, for-profits, foreign public entities, and foreign organizations, unless otherwise stated in this section.

Appendix A to 2 CFR Part 25—Universal Identifier and System for Award Management

Not applicable to individuals or any entity exempted by the awarding bureau or office prior to award per 2 CFR §25.110(c)(2) and bureau or office policy.

Appendix A to 2 CFR Part 170—Award term for reporting subaward and executive compensation

Not applicable to individuals. See 2 CFR 170 for other exceptions.

2 CFR §175.15—Award Term for Trafficking in Persons

Applicable to private entities as defined in 2 CFR §175.25(d), states, local governments, and Indian tribes. Applicable to foreign public entities if funding could be provided to a private entity as a subrecipient under the award.

2 CFR Part 1400—Nonprocurement Debarment and Suspension

All recipients must ensure they do not enter into any covered transaction with an excluded or disqualified participant or principal. See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement). 2 CFR §180.215 defines nonprocurement transactions that are not covered transactions.

2 CFR Part 1401—Requirements for Drug-Free Workplace (Financial Assistance)

Not applicable to foreign public entities or foreign organizations.

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43 CFR Part 18—New Restrictions on Lobbying

Recipients are prohibited from using 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, or an officer or employee of a Member of the U.S. Congress in connection with the award.

41 U.S.C. §4712—Whistleblower Protection for Contractor and Grantee Employees

41 U.S.C. §6306—Prohibition on Members of Congress Making contracts with Federal Government

Mandatory Disclosures

Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

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 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 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.

Lobbying: If the Federal share of the award is more than \$100,000, recipients must disclose making or agreeing to make any payment using non-appropriated funds for lobbying in connection with the award. To make such disclosures, recipients must complete and submit the SF-LLL, "Disclosure of Lobbying Activities" form to the USFWS. This form is available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For more information on when additional submission of this form is required, see 43 CFR, Subpart 18.100. These restrictions are not applicable to such expenditures by Indian tribe, tribal organization, or any other Indian organization that is specifically permitted by other Federal law.

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 subject to the 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.

National Policy Encouragements

Executive Order 13043—Increasing Seat Belt Use in the United States

Non-Federal entities are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. Individuals are encouraged to use seat belts while driving in connection with award activities.

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E. O. 13513—Federal Leadership on Reducing Text Messaging While Driving

Non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. Individuals are encouraged to not text message while driving in connection with award activities.

2. Buy America Provision

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials for Infrastructure

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. Recipients must include the requirements in this section all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
3. all construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department's Buy America site at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget's site at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the Recipient does not need to request a separate waiver for non-domestic materials.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

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1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the Recipient believes that one of the above circumstances applies to an award, the Recipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

Recipients must submit all waiver requests to the Service in writing. Email all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent know (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant PSC or NAICS code for each (see <https://psctool.us/> and <https://www.census.gov/naics/>).
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

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Waiver Review Process

The Department will post waiver requests to www.doi.gov/grants/buyamerica for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers at www.doi.gov/grants/BuyAmerica/ApprovedWaivers. The Service will notify Recipients of their waiver request determination by email.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

AWARD CONDITIONS

1. WSFR Cost Accounting

Cost accounting is at the subaccount level.

2. WSFR Wildlife Restoration / Sport Fish Restoration Match

The federal share of the total project costs cannot exceed 75%. The Grant Recipient is eligible to request Federal obligated funds up to but not in excess of an amount equal to 75% of the total project expenditures. See also 2 CFR §200.306.

The recipient has requested to provide an estimated \$155,328.00 in overmatch to cover costs associated with this grant.

NOTICE OF AWARD (Continuation Sheet)

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04/28/2023

GRANT NO. F23AF01084-00

SPECIAL TERMS AND REQUIREMENTS

1. Environmental Compliance Reviews

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).

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 notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

BUDGET AND PROGRAM REVISIONS

1. WSFR Budget and Program Revisions

The recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Service. Refer to **2 CFR 200.308** for additional information on the types of changes that require prior written approval.

REPORT

1. WSFR TRACS Reporting

The recipient is responsible for entering interim (if required) and final performance report information for this award into the Service's electronic performance reporting system – TRACS (<https://tracs.fws.gov>) and attaching those reports from TRACS into GrantSolutions by the report due date(s) as specified in GrantSolutions. Performance information entered in TRACS must provide quantitative outputs to the approved Standard Objectives and narrative responses to the following questions. If the award includes multiple project statements, the recipient must answer these questions for each project statement. If you need assistance, please contact the WSFR Federal Project Officer identified in this Notice of Award.

1. What progress has been made towards completing the objective(s) of the project?
2. Please describe and justify any changes in the implementation of your objective(s) or approach(es).
3. If applicable, please share if the project resulted in any unexpected benefits, promising practices, new understandings, cost efficiencies, management recommendations, or lessons learned.

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4. For survey projects only: If applicable, does this project continue work from a previous award? If so, how do the current results compare to prior results? (Recipients may elect to add attachments such as tables, figures, or graphs to provide further detail when answering this question).

5. If applicable, identify and attach selected publications, photographs, screenshots of websites, or other documentation (including articles in popular literature, scientific literature, or other public information products) that have resulted from this project that highlight the accomplishments of the project.

6. Is this a project that you wish to highlight for communication purposes?

2. 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.

3. Significant Developments Reports

See 2 CFR §200.329(e). 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.

4. WSFR 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)".

5. WSFR 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>PPR.

6. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 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, <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. See also our instructional video on "Completing the Federal Financial Report (SF425)" [https://fawiki.fws.gov/display/VLSV#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport\(SF-425\)](https://fawiki.fws.gov/display/VLSV#VirtualLearningSeriesVideosHome-CompletingtheFederalFinancialReport(SF-425))

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The recipient must submit a *final* performance report no later than 120 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>FFR.