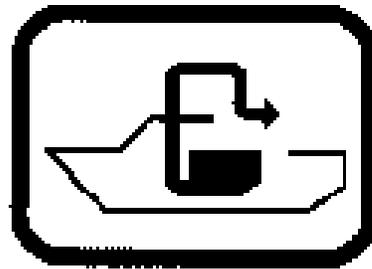


Arizona Game & Fish Department

GRANT APPLICATION INSTRUCTION MANUAL

CLEAN VESSEL ACT GRANT BOATING INFRASTRUCTURE GRANT ARIZONA CLEAN MARINA PROGRAM

FY 2013



Application Deadline: April 1, 2013

Applications must be received by 5:00 pm MST at:

**Arizona Game and Fish Department
Boating Facilities Program Manager (SSDV)
5000 W. Carefree Highway
Phoenix, AZ 85086**

This manual supersedes all previous manuals.

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I. INTRODUCTION

PURPOSE

The purpose of the Clean Vessel Act (CVA) program is to provide funding for the construction, renovation, operation and maintenance of pumpouts, dump stations or restrooms exclusively used by boaters, in order to maintain and improve water quality throughout Arizona's boating waterways. The purpose of the Boating Infrastructure Grant (BIG) program is to provide funding to construct, renovate or maintain tie-up facilities with features for transient boaters in vessels 26 feet or more in length, and to produce and distribute information and educational materials about the program. The purpose of the Arizona Clean Marina Program (ACMP) is to assist commercial marinas within Arizona with the implementation of best management practices (BMPs) for day-to-day marina operations, specifically to prevent waste and hazardous materials from entering waterways.

FUNDING

Funding for these CVA and BIG programs is a cooperative effort involving the U.S. Fish and Wildlife Service (USFWS) and the Arizona Game and Fish Department (Department). Federal administration and funding of the CVA and BIG programs is conducted by the USFWS, who has granted funding to the Department under both programs. The Department administers these grants according to federal regulations, state statutes and Department policy, including subgranting these funds to other entities for on-the-ground projects. Funding and administration of the ACMP is non-federal, and is provided by the Department, according to applicable state statutes and Department policy. **No state funding is currently available through these programs.**

The Federal share of a CVA/BIG grant cannot exceed 75% of total costs approved in the Grant-in-Aid Subgrant (subgrant) agreement. The provisions of 43 CFR 12.64 apply to cost sharing or matching requirements. The recipient of CVA/BIG funds must provide non-federal matching funds in an amount of not less than 25% of the total project cost. Eligible third party in-kind contributions to meet the 25% match must be necessary and reasonable to accomplish Program objectives, and represent the current market value of non-cash contributions furnished by another public agency, private entity, or individual.

ELIGIBLE APPLICANTS

Applicants must be direct and authorized representatives of public/private marinas, or federal or state government agencies, or political subdivisions thereof, including county or municipal government agencies. Applicants may be required to demonstrate financial management capability sufficient to guarantee audit accountability of the expenditures per federal parameters and "The Common Rule" (43 CFR Part 12) and the Office of Management and Budget (OMB) circulars A-102, A-87, and A-133. Upon verification that an application is timely and eligible for funding, applicants may be required to complete and submit a certification of financial management capability.

II. APPLICATION

GRANT AGREEMENTS

Governmental subgrantees are required to enter into a standard Memorandum of Understanding (MOU), stipulating the limitations, procedures and responsibilities of the parties at a programmatic level. At any time prior to the application process, the MOU process can begin for those agencies not already under a standing agreement. This agreement can take several weeks to consummate, and must be in place prior to a formal award of funding by the Department. In addition, all successful applicants must enter into a formal Collection Agreement with the Department prior to the reimbursement of any grant funds (see Appendix D).

APPLICATION PROCESS

Funds are awarded through a competitive application process to insure the available funding addresses high priorities and best serves the public's need for boating facilities. Grant applications are received, scored and ranked the Department. Following the conditional issuance of grant awards, the Department insures that all applicable permits, authorizations and other compliance with the National Environmental Policy Act (NEPA) have been secured by the subgrantee, and forwards this documentation to the USFWS for concurrence. Upon USFWS concurrence, the Department gives the subgrantee the final approval to proceed with the project.

PROPOSALS

Applicants shall complete the attached fiscal year 2013 grant application form, which are **due no later than 5:00 p.m. on Monday, April 1, 2013** at the following physical address:

Arizona Game and Fish Department
Boating Facilities Program Manager (SSDV)
5000 W. Carefree Highway
Phoenix, Arizona 85086

During the Department's review period, and prior to formal scoring of each application, subgrantees may be contacted by the Department to clarify any aspects of the proposed project that may be in question. During this period, the Department may conduct an on-site inspection with the subgrantee to review the application, site plan, and preliminary cost estimate for accuracy. In addition, any mandatory supplemental information, such as a certification of financial management capability or proof of long-term operation agreement, will be requested from the subgrantee during the review period. Any such information must be provided within ten (10) working days of the Department's written request or the application may be deemed ineligible for funding.

SELECTION CRITERIA

The Department's Funding Prioritization Process criteria are used to score and rank project applications that meet eligibility requirements (see Appendix C). Applicants are encouraged to review and become familiar with these criteria prior to completing the grant application in order to have a clear understanding of how the information provided will be used to score each application.

III. CONDITIONS ON USE/ACCEPTANCE OF FUNDS

OWNERSHIP

The land to be used in development of boating access facilities must be owned in fee by the applicant or the applicant must operate the boating access facilities under long-term license, lease or other similar agreement. The applicant must provide a copy of any such long-term agreement, and is encouraged to provide a letter of support for the proposed project from the

entity with legal control or ownership of the land, if other than the subgrantee. In addition, any other party with legal control or ownership of the land will be required to formally concur with the terms of the Collection Agreement relating to long-term maintenance and public use of the facilities prior to final authorization to expend funds.

OPERATION AND MAINTENANCE OF FACILITY

The subgrantee is responsible for operation and maintenance of all capital improvements acquired or constructed with grant funds throughout the useful life of each improvement. The useful life of each improvement will be determined by the Department, and typically ranges from 5 to 20 years, depending on the nature of the improvement. However, new development or renovation at those sites can be funded in the future, and the new facilities may be eligible for operation and maintenance funding.

USE OF FACILITY

Facilities constructed with grant funds shall be open to the general public and the subgrantee shall officially adopt and enforce any necessary rules and regulations to assure the general public is the prime audience served by the facility. Facilities intended for public use shall be open or available to the public during reasonable, convenient times, and with reasonable access. Seasonal or emergency closures by the SUBGRANTEE and/or land manager are allowable for good cause. Notwithstanding seasonal or emergency closures, should the facility funded under this Agreement be unavailable to the public for more than thirty (30) days of the useful life, the useful life period shall be extended for the same period of time that the facility is unavailable to the public. During any period necessitating closure, the public shall be informed of such action by use of proper signing and the news media.

When technically feasible, all facilities must be designed and constructed to accommodate the physically challenged according to the barrier free access requirements of ARS 34-401-411, the Architectural Barriers Act of 1968, and the Americans with Disabilities Act of 1992, as amended.

USER FEES

The Department discourages the charging of user fees for project facilities funded through the CVA program, however, at the subgrantee's discretion, a fee of up to \$5 per pumpout may be charged. Additional convenience fees may be allowed for special services, and a higher pumpout fee may be authorized for larger holding tanks. Please note that CFR Part 12.65, 50 CFR Part 80.14(c), and 50 CFR Part 80.18(c) state that 1) Revenues from user fees may only be used to offset operation and maintenance costs and 2) Prohibits uses of the facility that may conflict with its intended purpose. Fees charged for the use of facilities funded through the BIG program fall under different guidelines, and must be reasonable, based on the prevailing rate in the area.

THIRD PARTY AGREEMENTS

If the subgrantee is sponsoring the application in cooperation with a third party, the subgrantee shall be responsible for compliance with Collection Agreement provisions in the event of third party or subcontractor default. The subgrantee shall provide the Department a completed and signed agreement between the subgrantee and the third party before the Collection Agreement can be signed.

Facilities that third parties operate and/or maintain must be covered by an agreement between the Department and the third party. The Department may use its own laws, regulations, and policies to document and execute the agreement. In accordance with 43 CFR Part 12.65, 50 CFR Part 80.14(c), and 50 CFR Part 80.18(c), the agreement must include provisions for CVA-funded facilities that:

A. Revenues from user fees may only be used to offset operation and maintenance costs.

B. Prohibits uses of the facility that may conflict with its intended purpose.

The Collection Agreement may be used to document the responsibilities and commitments of all three parties. In such a case, the Collection Agreement may serve the purpose of the mandatory agreement between the Department and the third party, as well as between the subgrantee and the third party.

SINGLE AUDIT ACT AMENDMENTS OF 1996

The Single Audit Act Amendments of 1996 (P.L. 104-156) are intended to streamline and improve the effectiveness of the Single Audit Act of 1984. If the subgrantee is a federal agency, you are exempt from complying with the Single Audit Act Amendments of 1996.

If the subgrantee is a state or local government, or an Indian tribe, you must comply with the following:

- If the subgrantee expends a total amount of federal awards equal to or in excess of \$300,000 in any fiscal year, the subgrantee shall have either a single audit or a program-specific audit made for such fiscal year in accordance with the requirements of Chapter 75 of Title 31 (Sec. 7502).
- If the subgrantee expends federal awards under more than one federal program shall undergo a single audit in accordance with the requirements of subsections (b) through (i) of Sec. 7502.
- If the subgrantee expends a total amount of federal awards of less than \$300,000 in any fiscal year, shall be exempt from such fiscal year compliance with the audit requirements of this chapter and any applicable requirements concerning financial audits contained in federal statutes and regulations governing programs under which such federal awards are provided to that non-federal entity.

Each exemption shall not exempt non-federal or federal entities from compliance with any provision of a federal statute or regulation that requires such non-federal or federal entities to maintain records concerning federal awards provided to such non-federal or federal entities or that permits a federal agency, pass-through entity, or the Comptroller General access to such records.

IV. GRANT REIMBURSEMENT GUIDELINES

COLLECTION AGREEMENT

Upon final approval of the grant award by the Department, the participating subgrantee and Department must enter into a Collection Agreement (Appendix D) for the specific project(s). This agreement outlines the binding terms and conditions of a grant project

between the subgrantee and the Department. By signing the Collection Agreement, the subgrantee acknowledges the source of awarded grant funds and affirms that the grant will be administered and managed according to the terms of the Collection Agreement.

AMENDMENT TO COLLECTION AGREEMENT

Each subgrantee is expected to complete the project according to the original agreement within the approved time frame. The Department recognizes, however, that the subgrantee may encounter circumstances that warrant an amendment to the Collection Agreement. Extension requests must provide a detailed explanation and revised timeline for project completion. **Amendment requests must be submitted to the Department for approval at least three months prior to the close of the agreement period.** If the amendment involves changes to any documents supporting the Collection Agreement, attach a copy of the revised document(s). Provide an original and two (2) copies to the Department.

An amendment must be requested to obtain the Departments approval for:

- A. Adding or deleting a project from the list;
- B. Adding or deleting approved scope items;
- C. Modifying the agreement period.

If the request is denied, the subgrantee will receive written notification of denial. If the subgrantee does not submit an extension request before the completion date or if the work is not initiated by the completion date, the Department may terminate the project according to the provisions of the Collection Agreement. Awarded funds may be de-obligated from the project. The subgrantee shall be notified in writing if the project is terminated.

TRANSFER OF FUNDS

Only items approved by the Department and identified in the scope of work from the subgrantee project application or amendments are eligible for reimbursement. Reimbursements are made according to the percentage specified in the Collection Agreement. Subgrantees may submit requests for reimbursements to the Department whenever costs are incurred and documented as paid by the subgrantee.

Subgrantees must use the following documents to request reimbursement:

1. Grant Payment Request (Form C9)
2. Project Expenditure Record (Form C11)

Documentation such as invoices, statements or claims, warrants or checks must support all expenditures and are necessary for the reimbursement of each request. Site inspections by Department personnel, if necessary, may be conducted for each reimbursement.

A fiscal accounting system that ensures proper accounting of receipts and expenditures attributable to an awarded project must be used. Documentation supporting each expenditure on the Project Expenditure Record, as specified in the instructions to that form, must be submitted with the Project Expenditure Record and Grant Payment Request form prior to reimbursement. **The subgrantee must retain all original supporting documentation for five (5) years after the project closure date.** Supporting documents must identify the grant project name and number as shown on the Collection Agreement.

A grant which includes the costs of engineering services and/or construction work is made by the Department directly to the subgrantee by use of the Collection Agreement. The subgrantee is responsible for making proper payments to its consultants, contractors, or suppliers.

Prior to the first reimbursement for construction, the subgrantee must submit a copy of the following documentation before any payments are released:

- Plans & specifications;
- Award of bid letter (if applicable);
- List of bids received (if applicable);
- Complete and signed copy of all construction contracts (if applicable), and
- A justification statement if an award is made to a vendor other than the lowest bidder (if applicable).

V. ELIGIBLE PROJECTS

ELIGIBILITY

Facilities constructed, acquired, developed, renovated, or maintained under these grant programs must be consistent with applicable portions of the federal Sport Fish Restoration Act, as amended. In addition, facilities qualifying under these programs must be on or adjacent to public waterways, and available to the general public. Fully complete projects are not eligible for funding. Some aspects of partially completed projects may be eligible for funding if addressed in the grant application as pre-agreement costs, and approved as part of the formal grant award and scope of work.

ELIGIBLE FACILITIES

Facilities that may be constructed using CVA funds in Arizona include, but are not necessarily limited to:

1. Pumpout stations
2. Dump stations
3. Floating restrooms available exclusively to boaters
4. Dock structures whose primary purpose is for one or more of the above structures.
5. Utilities, plumbing, etc. required for the above facilities
6. Pumpout boats

Facilities that may be constructed using BIG funds in Arizona include, but are not necessarily limited to:

1. Mooring buoys
2. Day-docks
3. Navigational aids required for a tie-up facility
4. Transient slips (10-day limit on use)
5. Safe harbors
6. Floating docks and fixed piers
7. Floating and fixed breakwaters
8. Dinghy docks
9. Restrooms used primarily by boaters
10. Retaining walls

11. Bulkheads
12. Dockside utilities
13. Recycling and trash receptacles
14. Debris deflection booms
15. Marine fueling stations

Although the responsibility for operation and maintenance of facilities constructed with grant funds lies with the subgrantee, the programs do allow for major repair or reconstruction projects, depending on funding availability.

ALLOWABLE COSTS

Only items approved by the Department and identified in the scope of work from the subgrantee's original application (itemized cost estimates) or amendments are eligible for reimbursement. Eligible project costs are those identified specifically with and charged directly to a particular scope item. Documents such as invoices, statements or claims, and warrants or checks must support all expenditures. The subgrantee must reference the project by name and number on all documentation and retain such documentation for five (5) years after the project closure date.

A. Allowable costs are defined as being:

1. Necessary, reasonable and allocable to the scope of the Collection Agreement;
2. Authorized and not prohibited under State or local laws or regulations;
3. In compliance with limitations of Federal laws, regulations, and the Collection Agreement;
4. Consistent with policies, regulations, and procedures that apply to both State Trust Fund Grant funded activities and other activities of the State;
5. Treated in conformance with generally accepted accounting principles;
6. Not included in the cost of any other federally funded activity;
7. The net of all applicable credits; and
8. Adequately documented.

- B. **Pre-agreement and Design/Engineering Costs:** The Department must approve these costs as a specific item in the scope of work at the time grant funds are awarded. The costs may not exceed ten percent (10%) of the approved grant award.

Cost may include:

1. Site investigation and selection;
2. Site planning;
3. Preliminary design; and
4. Construction drawings and specifications.
5. Other pre-agreement construction costs.

All pre-agreement costs must be identified in the grant application and the approved scope of work in order to be considered for reimbursement.

- C. **Construction:** Allowable construction costs include activities from site preparation to completion of a project, associated with approved scope items regarding boating facilities.
- D. **Fund acknowledgement:** The Department may supply basic fund acknowledgement signs for approved projects. Costs associated with additional fund acknowledgement signs are allowable project costs, but must be identified in the scope of work.

NON-ALLOWABLE COSTS

Examples include (this list may not be all inclusive):

1. General operation and maintenance costs;
2. Indirect costs and administrative costs;
3. Costs in excess of the amount specified in the Collection Agreement and amendments;
4. Costs incurred before or after the approved project period;
5. Costs associated with environmental assessments and archaeological data recovery activities beyond preliminary reviews and surveys;
6. Costs associated with the preparation of grant applications;
7. Ceremonial or entertainment expenses;
8. Publicity expenses other than signage and general boater information;

9. Bonus payments or performance awards of any kind;
10. Contingency reserves or similar reserves;
11. Charges in excess of the lowest bid when competitive bidding is required;
12. Charges for deficits, overdrafts, late payment or interest fees;
13. Charges incurred contrary to the policies and practices of the subgrantee;
14. Consequential damage judgments arising out of acquisition, construction, or equipping of a facility, whether determined by judicial action, arbitration, negotiation, or otherwise (damages to adjoining property owned by other persons which are caused by noise, lights, vibration, etc.);
15. Incidental costs associated with acquisition of real property and of interests in real property;
16. Costs of offered discounts not taken by the subgrantee;
17. Fines and penalties;
18. Any losses arising from uncollectible accounts or other claims and related costs;
19. Fund-raising time and effort and legal and professional fees paid in connection with raising funds; and
20. Court costs of any kind.

VI. PROGRESS REPORTS

QUARTERLY CONSTRUCTION PROGRESS REPORT

Following receipt of a fully executed Collection Agreement, the subgrantee is required to submit quarterly construction progress reports (Form C10) to the Department. The subgrantee must ensure that the reports are submitted at the end of each calendar quarter. The subgrantee must submit progress reports according to the following schedule:

- First quarter (July 1 – September 30) due no later than October 31;
- Second quarter (October 1 – December 31) due no later than January 31;
- Third quarter (January 1 – March 31) due no later than April 30;
- Fourth quarter (April 1 – June 30) due no later than July 31.

Subgrantees should report progress on the percent of work completed, not the percent of funds expended. Report progress on approved scope items, project related activity, significant problems, and proposed solutions.

VII. PROJECT MANAGEMENT

PROJECT DESIGN

Once the Collection Agreement has been executed by both parties and returned to the subgrantee, the subgrantee may begin formal project design or developing purchasing specifications. Should the subgrantee select and employ an engineering firm for the design of the proposed facility, the engineering agreement between the subgrantee and the consulting engineering firm is subject to review by the Department.

In-house design of the project by the subgrantee's personnel is acceptable so long as all applicable laws, rules and regulations pertaining to design/engineering expertise are followed. Depending on the complexity of a given project, the Department may require final plans and specifications for the project to bear the seal of an Arizona registrant (except for plans and specifications developed by engineers of agencies of the U.S. Government).

Plans and specifications need to be reviewed by the Engineering Section of the Department prior to advertisement for bids, as applicable. If deemed necessary, a pre-design meeting may be held, preferably at the site, between the Department, the engineer in charge of design, and representatives of the subgrantee. At that time, dates shall be established for completion of plans and specifications.

CONSTRUCTION OR PURCHASING

The subgrantee shall follow its own procurement standards for competitive procurements. If the subgrantee does not have standard procurement procedures, the subgrantee is encouraged to utilize the standards issued by the Arizona Department of Administration, State Procurement Office.

Following the award of construction contracts or purchase agreements, the subgrantee should proceed expeditiously towards project completion. **Projects should be completed within two (2) years of the signed Collection Agreement between the subgrantee and Department.**

EQUIPMENT

Subgrantees must follow 45 CFR 12.72(d) regulations for managing equipment, disposition, federal equipment and transferring title, if applicable. Equipment shall be used by the subgrantee in the project for which it was acquired as long as needed, whether or not the project continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency. If equipment with a current market value over \$5,000 is sold, the proceeds must be treated as program income. Costs related to the sale of the equipment may be deducted in the determination of program income. Equipment funded under these grant programs and used by non-federal subgrantees must remain operational throughout the useful life specified in the Collection Agreement.

When acquiring replacement equipment, the subgrantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds as matching, non-federal funds, subject to the approval of the Department. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property, serial number or other identification number, the source of the property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
4. Adequate maintenance procedures must be developed to keep the property in good condition.
5. If the subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

The subgrantee must purchase approved equipment according to the subgrantee's procurement standards.

ON-SITE INSPECTIONS

Department personnel will conduct periodic on-site inspections of project sites. Whenever possible, these inspections will take place during normal working hours with the subgrantee.

FUND ACKNOWLEDGEMENT AND SIGNS

The subgrantee must insure acknowledgement signs of grant funding assistance are installed in obvious, public locations according to the following guidelines:

1. **Fund acknowledgement:** At a minimum, fund acknowledgement shall include the following language: "This project was financed in part (or in full) by a grant from the Sport Fish Restoration Program funded by your purchase of fishing equipment and motor boat fuels, as administered by the Arizona Game and Fish Department."
2. **Temporary signs:** The project site shall display temporary signs acknowledging the funding source upon initiation of construction and signs shall remain until the project is completed.
3. **Permanent signs:** Fund acknowledgement signs and decals are available from the Department at no cost. The subgrantee must obtain approval from the Department before any other method of acknowledgement is used.

VIII. DOCUMENTATION/PERMITS REQUIRED

The subgrantee is responsible for obtaining all necessary documentation and/or permits for construction of boating access facilities. As the funds to be awarded by the Department are federal dollars, compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA), among others, is necessary for every grant recipient. The types of documentation/permits necessary are dependent upon the specific proposed action. The subgrantee must submit all necessary documentation and permits to the Department for review and approval.

BEFORE ANY CONSTRUCTION ACTIVITY OF THE PROJECT CAN BEGIN, THE USFWS MUST COMPLETE THEIR REVIEW OF ALL DOCUMENTATION AND PERMITS. ONCE THE DEPARTMENT HAS RECEIVED FINAL APPROVAL FROM USFWS, THE DEPARTMENT WILL NOTIFY THE SUBGRANTEE THAT CONSTRUCTION MAY BEGIN.

ENDANGERED SPECIES ACT (ESA) OF 1973 (16 U.S.C. 1531-1534)

It is the responsibility of all recipients of grant funds to ensure projects are not likely to jeopardize the continued existence of endangered or threatened species or result in the destruction or adverse modification of critical habitat. Subgrantees must provide the Department with information regarding the probable effects of the proposed project on threatened/endangered species and critical habitat. Such documentation may require the preparation of a Biological Assessment and Evaluation.

Biological Assessment and Evaluation (BA&E): **Biological Assessments** must be prepared for “major construction activities.” Information prepared by, or under the direction of, a Federal agency to determine whether a proposed action is likely to: (1) adversely affect listed species or designated critical habitat; (2) jeopardize the continued existence of species that are proposed for listing; or (3) adversely modify proposed critical habitat. The outcome of this biological assessment determines whether formal Section 7 consultation is necessary. **Biological Evaluations** are a more thorough analysis of the effects of the action.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) OF 1969 (42 U.S.C. 4321-4347)

NEPA requires that all proposed Federal actions be critically examined with public input to determine what effects they may have upon the environment. Because the awarding of these grant funds is considered to be a Federal action, it is the responsibility of all applicants to comply with the NEPA process. Subgrantees must demonstrate that the proposed activity is covered by one or more existing Categorical Exclusions, or prepare an Environmental Assessment (EA) or an Environmental Impact Statement (EIS), and submit documentation to the Department for review and approval.

CLEAN WATER ACT (CWA) DOCUMENTATION (SECTION 404 & 401)

This documentation includes permits from the U.S. Army Corps of Engineers (ACOE) per Section 404 and the Arizona Department of Environmental Quality (ADEQ) per Section 401, if applicable. **MOST PROJECTS WILL REQUIRE APPROPRIATE DOCUMENTATION OF COORDINATION WITH THE ACOE (and potentially the ADEQ), EVEN IF NO PERMIT IS REQUIRED.**

STATE HISTORIC PRESERVATION OFFICE (SHPO)

This certification is required by regulations implementing the Arizona State Historic Preservation Act (A.R.S. § 41-861 through 42-864), effective July 24, 1982. If a federal agency is involved, the agency must consult with SHPO pursuant to the National Historic Preservation Act. Each State agency is required to consult with SHPO with regard to those activities or projects that may impact cultural resources.

ARIZONA DEPARTMENT OF AGRICULTURE - PROTECTED NATIVE PLANTS

According to the Arizona Revised Statutes (A.R.S.) Section 3-904 & 3-905, the Arizona Department of Agriculture is responsible for the protection of native plants on both public and private land by the landowner or landowner's agent. When an individual, organization or a state agency wish to clear land, they must take into consideration the presence of protected native plants. The subgrantee must ensure their construction contractors preserve and protect all protected native plants on or adjacent to the work sites that do not unreasonably interfere with the work required under the construction contract. The contractor shall only remove protected plants when specifically authorized to do so, and

shall avoid damaging vegetation that will remain in place. If the contractor is authorized to remove State protected plants, including trees and wood, permits and tags issued by the Department of Agriculture are required. Protected plants, especially cacti, within the project limits shall be salvaged for re-vegetation. The approximate number and type of species to be salvaged shall be specified in reclamation plans. (See Appendix B - Glossary of Terms and Acronyms for additional information).

ARIZONA GAME AND FISH DEPARTMENT EA CHECKLIST

If the subgrantee is a federal agency, all required NEPA/ESA, SHPO, and 404/401 permits/documentation should be submitted to the Department for review and preparation to send to USFWS for final review and approval of project. For other subgrantees, the Department may complete the necessary NEPA/ESA documentation through the Department's Environmental Assessment Checklist, depending on the scope and complexity of the project. The subgrantee is responsible to obtain all applicable permits and authorizations, and submit documentation of each to the Department.

IX. PROJECT CLOSURE

The subgrantee must complete the project by the ending date specified in the Collection Agreement. The subgrantee is responsible to see that all facilities developed or purchased under the Collection Agreement are satisfactorily accomplished according to the provisions of the Collection Agreement and all applicable local, State and Federal rules, regulations, ordinances and statutes.

The subgrantee shall have no more than 90 working days following the project ending date or project completion date, whichever ever comes first, to submit all required closure documents to the Department. Failure to submit the closure documents within the time frame shall reflect negatively on the rating of the subgrantee's future grant applications and may result in termination.

The following documents must be submitted to the Department within 90 working days following project completion:

1. A completed final Grant Payment Request (Form C9),
2. A completed final Project Expenditure Record (Form C11), which itemizes all expenditures of the grant funds,
3. Certify in writing, to the Department, that the project is complete,
4. Certify in writing, to the Department, that you (the subgrantee) has complied fully with the requirements of the Single Audit Act Amendments of 1996 (see page 8 for requirements) concerning the expenditures on the project, (optionally, the participating agency may instead provide a copy of a CPA Annual Audit that test compliance)

FINAL PAYMENT

If applicable, the final reimbursable payment will not be processed until the Department receives all required closure documents and conducts a final on-site inspection.

FINAL ON-SITE INSPECTIONS

The Department will schedule a final on-site inspection of the project site to determine compliance with the terms of the Collection Agreement and any amendments. Department personnel must approve the project before final reimbursement can occur to the subgrantee. Problems that become evident during the inspection will be reconciled by amendment, administrative action, or other action appropriate to the funding program and the project. The Department will provide a copy of the final on-site inspection report to the participant for record keeping.

POST-COMPLETION REQUIREMENTS

The results of a completed project shall benefit the public according to the purposes of the USFWS Sport Fish Restoration Program and the Department's Boating Access Program. The Department requires the subgrantee to operate and maintain all capital improvements acquired or constructed with grant funds throughout the useful life of each improvement. Generally, the useful life for development projects depends on materials used. The improvements shall be available for public use or enjoyment for the full period of their useful life and shall be operated and maintained as follows:

1. The property shall be maintained to appear attractive and inviting to the public.
2. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.
3. Buildings, roads, and other structures and improvements shall be kept in repair throughout the term of public use to prevent undue deterioration and to encourage public use.
4. The facility shall be kept open for public use during reasonable hours and times of the year, according to the type of area or facility.

PROGRAM CONTACT

If you have questions regarding this grant manual or the Department's Boating Access Program please contact the **Boating Facilities Program Manager** at:

Arizona Game and Fish Department
Development Branch (SSDV)
5000 W. Carefree Highway
Phoenix, Arizona 85086
Telephone: (623) 236-7481
Fax: (623) 236-7327

**ARIZONA GAME & FISH DEPARTMENT
 CLEAN VESSEL ACT (CVA)
 BOATING INFRASTRUCTURE GRANT (BIG)
 CLEAN MARINA PROGRAM
 FY 2013 GRANT APPLICATION FORM**



(Please Type or Print Clearly All Requested Information)

1. Project Title:	
2. Type of Project: (check all that apply) <input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Maintenance or Repair	
2A. Brief Description of Project (also see the section on Arizona Clean Marina Program):	
3. Applicant:	4. Land Owner (If other than Applicant):
5. Applicant Mailing Address:	6. Contact Person Name: Title: Telephone No.:
7. Facility Name:	8. Facility Address (if different):
9. Facility Ownership: <input type="checkbox"/> Private Commercial <input type="checkbox"/> Private Non-Profit <input type="checkbox"/> Public Agency <input type="checkbox"/> Federal Agency <input type="checkbox"/> State Agency	
10. Facility Owner:	11. Owner Address:
12. Water body at project site:	13. County:
14. Authorized Signature: _____ Date: _____	

ARIZONA CLEAN MARINA PROGRAM

The Department is currently developing the Arizona Clean Marina Program (ACMP), which is a voluntary program designed to assist commercial marinas within Arizona with the implementation of best management practices (BMPs) for day-to-day marina operations. Although no grant funding for ACMP is available at this time, equipment and materials associated with BMPs are available through the competitive process of this CVA/BIG grant application. This includes actual pumpout equipment, dock-side trash containers, and hazardous materials clean-up kits, absorbent materials, and storage cabinets and drums. Participation is encouraged, but not necessary to be eligible for the CVA/BIG grant process. In addition, the cash value of equipment or materials awarded through the CMP process may be applicable to the required 25% non-federal match for CVA or BIG grants.

Please indicate your preference below:

_____ No. I do not wish to participate in the Arizona Clean Marina Program.

_____ Yes. I wish to participate in the Arizona Clean Marina Program by installing or making available to the public the equipment or materials noted below. Please consider the requested equipment or material part of this project proposal.

IF “YES”, INCLUDE THOSE ITEMS CHECKED BELOW IN YOUR PROJECT DESCRIPTION, ALONG WITH THE QUANTITY OF EACH.

_____ Installation of a pumpout station

_____ Installation of a duplex grinder pump lift station

_____ Installation of dock-side trash receptacles

_____ Installation of storage container(s) and petroleum spill kits and materials

_____ Petroleum-absorbent marine bilge socks

FACILITY INFORMATION:

1. Type of Facility: _____Marina _____Boatyard _____Boating Day-Use Area

Other:

2. Please describe the existing facility, including the number of slips, dry dock spaces, and all other structures and equipment related to boating:

3. Please describe the typical boats anticipated to use the proposed improvement(s) in terms of size (length in feet) and general boat type:
4. Estimate the average number of boats that would use the proposed improvement(s) per year:
5. Estimate the average number of live-aboard vessels (residential boats) at this facility:
6. Is there currently pumpout service available to the general public at this facility?
7. Is there currently a dump station for portable toilets available to the general public at this facility?
8. If your proposal includes tie-up facilities, could the period of use be restricted to a maximum stay of 10 days (required for BIG funding)?
9. What improvements under your proposal would be accessible by boats 26 feet and longer?
10. Please describe what, if any, areas or amenities of this facility are unavailable to the general public.

PROJECT PROFILE:

Please provide the following information on your proposed project. The more complete and accurate the information, the stronger your proposal will be. Complete **all** sections and mark all items that apply.

DO NOT provide a sole answer of “see attached”. Supplemental attachments do not substitute for completing the information requested under each numbered item below.

1. Describe each aspect of the proposed improvements:

2. Please list the intended location (within your facility) of all equipment or structures proposed for installation under this proposal:

3. Please indicate the availability of the proposed facilities to the public. If available at all times, mark "24/7" as your response.
 _____24/7 or _____Other:

4. Minimum water depth at proposed pumpout locations.
 (average minimum depth): _____feet

5. If applicable, contents from wastewater shall be discharged to:
 - () a public wastewater collection system
 - () a holding tank whereby sewage may be safely stored until it is taken in an authorized manner to an approved treatment facility. Submit documentation of a contract with a licensed hauler.
 - () directly to an on-site wastewater treatment system permitted by the Arizona Department of Environmental Quality (submit a copy of the current permit or permit application).

6. Are any fees planned for public use of the proposed improvements? Yes No

7. If yes to Question 6, how much will you charge? \$_____ per_____

8. Describe the needs of the boating public that would be addressed by the proposed project.

9. For each public need(s) listed above, please list the distance to any other facilities on this body of water that address the same need. For example: "The nearest other pumpout facility is 10 miles away."

10. Describe the expected results or benefits from accomplishing the objectives, including the approximate numbers of recreational vessels and/or boaters served.

11. Please provide the following information in detail:
 - a. Specific Construction Procedures (if applicable):

 - b. Construction Schedule:

 - c. Key Administrative Personnel and Their Qualifications:

 - d. Considerations given to insure proposed facilities are handicapped-accessible, or otherwise provide barrier-free access to the boating public:

 - e. Publicity plan and/or public acknowledgement of the funding source and the Department's participation:

 - f. Public information and/or education provided by project:

 - g. List any ongoing Department boating facility program or Department-funded project supported, supplemented or enhanced by this proposal:

 - h. List (and attach) any review or support of this project by the land management agency (if applicable):

- i. List any potential negative side effects of the project. If you believe there are none, please indicate why not, or what actions will be taken to avoid potential negative side effects.

PERMITS:

List all permits anticipated to be necessary for this project. The participant is responsible for obtaining all necessary Federal, State and local permits associated with their proposed project. All necessary permits must be issued prior to beginning of construction and a copy of each permit must be on file with the Arizona Game and Fish Department before any request for reimbursement will be approved. Please note that this includes compliance with the Clean Water Act, and permits issued by the U.S. Army Corps of Engineers (ACOE) per Section 404 and the Arizona Department of Environmental Quality (ADEQ) per Section 401, if applicable. Many projects undertaken with CVA or BIG funding will require documentation of coordination with ACOE, and potentially with ADEQ. Attach a copy of each Permit that has already been obtained.

PARTNERSHIPS:

Partnerships with others such as local government, private sector, or other community-based organizations are encouraged. Listing organizations who will be participating with you in the project, their contact personnel, addresses, phone numbers and their role in the project will assist reviewers in determining the extent of your partnership efforts:

ESTIMATED COSTS AND FUNDING:

A. ESTIMATED COSTS

(Note: Include an estimated value of requested Arizona Clean Marina Program materials)

- 1. Purchase Cost of Pumpout/Dump Station \$ _____
- 2. Purchase Cost of Pumpout Boat \$ _____
- 3. Purchase Cost of Other Facilities \$ _____
- 4. Installation Costs \$ _____
- 5. Construction Costs \$ _____
- 6. Engineering Costs \$ _____
- 7. Permit Fees \$ _____
- 8. Other Costs (specify) \$ _____

Total Project Costs: (A) \$ _____

B. REQUIRED MATCH:

Grant applicants must provide at least 25% of the installed costs of the proposed project. This 25% match can be cash and/or in-kind match. **The match must be from non-federal funds; participants cannot match federal CVA or BIG funds with federal funds.**

- 1. Cash Amount (non-federal) \$ _____
- 2. Value of any labor or materials provided (non-federal) \$ _____
(attach detailed documentation)
- 3. Other (specify)(non-federal) _____ \$ _____

Total Match: (B) \$ _____

Percent Matching Funds (B divided by A): _____%

Total Grant Funds Requested (A minus B): \$ _____

C. Attach copies of all bids and estimates obtained for this proposal.

APPENDIX B GLOSSARY OF TERMS AND DEFINITIONS

- A. **Approved application** means the subgrantee's application including any changes, exceptions, deletions, or additions made by the Department prior to and for the purposes of approval.
- B. **Authorized signature** means the person on behalf of the applicant has authority to bind the applicant to the terms of the agreement.
- C. **Commission** means the Arizona Game and Fish Commission.
- D. **Construction** means activities, which produce new or renovated capital improvements and increase the value or usefulness of existing property.
- E. **Department** means the Game and Fish Department.
- F. **Director** means the Department Director.
- G. **Dump Station** means a facility specifically designed to receive sewage from portable toilets carried on vessels. Dump stations do not include lavatories or restrooms.
- H. **Education/information** as identified in the technical guidelines as published in the Federal Register (50 CFR Part 85), designed to make recreational boaters aware of the environmental pollution problem resulting from sewage discharges from vessels and inform them of the location of pumpout and dump stations.
- I. **Facilities** means structural components such as a pumpout station, dump station or floating restrooms.
- J. **Funds** means funding provided as a subgrant from the Department.
- K. **Grant** means an award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the Federal Government to an eligible grantee.
- L. **Grantee** means the Department, to which a grant is awarded and which is accountable for the use of the funds provided. The grantee is the entire legal entity even if only a particular component of the entity is designated in the grant award document.
- M. **Local government** means a county, municipality, city, town, township, or local public authority (including any public and Indian housing agency under the United States Housing Act of 1937).
- N. **Maintenance** means those activities necessary to keep a facility in operation.

- O. **Operation** means those activities necessary for the functioning of a facility to produce desired results.
- P. **Plans** means plans identified in the technical guidelines as published in the Federal Register (50 CFR Part 85), for construction or renovation of pumpout and dump stations necessary to ensure that there are adequate and reasonable available stations to meet the needs of recreational vessels.
- Q. **Program Fund** means a granting source from the Clean Vessel Act or Boating Infrastructure grant programs.
- R. **Project** means an activity, or series of related activities, which are described in the specific project scope of work and which results in specific product(s) or services.
- S. **Project period** means the period of time during which all approved work and related expenditures associated with an approved project are to be accomplished by the subgrantee.
- T. **Pumpout station** means a facility that pumps or receives sewage from a marine sanitation device (holding tank) installed on board vessels.
- U. **Renovation** means rehabilitation of a facility to restore it to its original intended purpose.
- V. **Specific Scope of work** means the units of work to be accomplished by an approved project.
- W. **Staff** means employees of the Arizona Game and Fish Department.
- X. **State Trust Fund Grant** means a Federal Aid project.
- Y. **Subgrant** means an award of financial assistance in the form of money, or property in lieu of money, made under a grant by a grantee to an eligible subgrantee.
- Z. **Subgrant agreement** means the Grant-in-Aid Agreement.
- AA. **Subgrantee** means the government or other legal entity to which a subgrant is awarded and which is accountable to the grantee for the use of the funds provided.
- BB. **Terms of Public Use** means the time required for public use.
- CC. **Terms of subgrant** means all requirements of the subgrant, whether in statute, regulation, or the award document.
- DD. **Third party in-kind contributions** means property or services which benefit a federally assisted project or program and which are contributed by non-Federal third parties without charge to the grantee, or a cost-type contractor under the grant agreement.
- EE. **Third Party Participant** means an entity sponsored by an eligible and approved project participant.

APPENDIX C

Funding Prioritization Process

The funding prioritization process is used to score and rank project proposals that meet eligibility requirements under either the Clean Vessel Act (CVA) or the Boating Infrastructure Grant (BIG), both of which are administered by the Department's Arizona Boating Access Program (ABAP). The process includes general prioritization scoring by technical merit reviewers, as well as evaluation and scoring of the applications by a Scoring Committee whose members are drawn from various disciplines within the Department.

Purpose and Need

Based on the Department's review of boater use days, the availability of existing public boating facilities, and the relative condition of those facilities, individual project locations are scored in terms of the overall need for new or improved facilities. The score for purpose and need is worth up to a total of 50 points.

Feasibility

Each application is evaluated based on five feasibility questions ranging from 15 to 30 points each. The score for feasibility is worth up to a total of 100 points.

Merit

Each proposal is evaluated based on several questions regarding overall merit, including applicability to the formal objectives of the available grant funding. Merit is worth up to a total of 150 points.

Cost

Funding questions is asked of each proposal regarding the match and in-kind contribution funding in the total project cost, and the percent share of funding requested compared to the amount of available funds. The score for cost is worth up to a total of 50 points.

Technical Review

Technical Review scores are based on input from Department staff with expertise and experience in technical subjects commonly included in proposals. Applications are reviewed for merit for a maximum of 100 points, scored in 25-point increments. An average of the reviewer scores is included in the composite score when the Prioritization Committee evaluates applications.

Final Score-Sheet

Scores from all of the above categories are combined on the final score sheet, and tabulated to assign total points attributed to each proposal. A combined total of 450 points are possible.

Remarks or special considerations noted by the Prioritization Committee are included on the final score sheet.

PURPOSE AND NEED (Total Points = 50) Use score values in the range as shown in the question, with reference to the criteria presented.

Evaluate the relative availability and condition of similar facilities at this body of water. Compare this relative availability to the total annual boater use days to determine the relative need. **5 – 50 points**

- 50 The relative need for the proposed facility(s) is great and more than almost any other proposal
- 35 The relative need for the proposed facility(s) is clear, but less than other proposals
- 20 The relative need for the proposed facility(s) is not clear, but would be beneficial
- 5 The relative need for the proposed facility(s) is very minor

FEASIBILITY (Total Points = 100) Use score values in the range as shown in the question (or item) with reference to the criteria presented.

1. Are the project accomplishments and deliverables stated clearly? **0 – 15 points**
 - 15 Clearly stated and realistic
 - 0 Unclear
2. As stated, could the project be completed within the time allotted? **0 – 15 points**
 - 15 Realistic time schedule
 - 0 Time schedule not realistic
3. Are key project personnel/managers adequately qualified? **0 – 30 points**
 - 30 Well qualified
 - 15 Qualifications insufficiently stated
 - 0 No evidence of qualified personnel
4. Is the project likely to be accomplished as proposed. **0 – 20 points**
 - 20 Likely to be fully accomplished
 - 10 Likely to be partially accomplished
 - 0 Not likely to be accomplished
5. Evaluate the applicant's track record. **0 – 20 points**
 - 20 In good standing or new applicant
 - 10 Minor out-of-compliance record or minor delinquent reporting
 - 0 Evidence of failure to comply with terms of agreement

MERIT (Total Points = 150) Use score values in the range as shown in the question (or item) with reference to the criteria presented.

1. Will the end product(s) of the proposal enhance applicable boating facilities in Arizona?
0 – 30 points
 - 30 Strongly enhance boating facilities
 - 15 Somewhat enhance boating facilities
 - 0 No apparent enhancements

2. Does the project proposal support, supplement, or enhance an ongoing Department boating facility program or project? **0 – 30 points**
 - 30 Strongly aligns with program(s) or project(s)
 - 15 Somewhat aligns with program(s) or project(s)
 - 0 No apparent alignment

3. Does the project address an existing grant program objective? **0 – 30 points**
 - 30 Strongly correlates to an objective
 - 15 Somewhat correlates to an objective
 - 0 No apparent correlation

4. Is the publicity plan adequate? **0 – 20 points**
 - 20 Gives credit to funding source(s) and provides high visibility for AGFD
 - 10 Credits funding source or AGFD, but visibility not adequate
 - 0 Inadequate publicity plan

5. Does the application include documentation of land/lake management agency review of the proposal? **0 – 20 points**
 - 20 Thoroughly reviewed and documentation of strong support
 - 10 Evidence of review and/or community support
 - 0 No review or support indicated

6. Are potential negative side effects (e.g. public safety, impacts or conflicts) evaluated? **0 – 20 points**
 - 20 Thoroughly evaluated a range of effects
 - 10 Somewhat evaluated potential effects
 - 0 No evaluation identified

COST (Total Points = 50) Use score values in the range as shown in the question (or item) with reference to the criteria presented.

1. Evaluate cost sharing by percentage of total project cost. Compare requested dollar amount to match and substantiated donation on Estimated Project Cost Sheet. **0 – 30 points**

- 30 Match plus donation greater than 75 percent of total project cost
- 20 Match plus donation 50 to 75 percent of total project cost
- 10 Match plus donation greater than 25 but less than 50 percent of total project cost
- 0 Match plus donation of minimum 25 percent of total project cost (required)

2. Percent of the cost of the project compared to the available funds. **0 – 20 points**

- 20 Requested funds 0 to 20 percent of funds available
- 15 Requested funds 21 to 40 percent of funds available
- 10 Requested funds 41 to 50 percent of funds available
- 0 Requested funds more than 50 percent of funds available

PROJECT PROPOSAL TECHNICAL REVIEW FORM

Please provide comments on this proposed project consistent with your area of expertise. Comments may discuss the importance of the proposal, the support (or lack of) from the local community, the key personnel, the funding, or any information you believe would help the Prioritization Committee score the application. The Law Enforcement Branch will address general administrative review matters per Department guidelines.

Project Title:	Person(s) Commenting:
Check one: ABAP Review ____ Engineering Review ____	Date: _____
CHECK ONE: _____ There is very high merit* to support this project as written. _____ There is high merit to support this project as written. _____ There is moderate merit to support this project as written. _____ There is low merit to support this project as written. _____ There is very low merit to support this project as written.	VALUE: 100 Points 75 Points 50 Points 25 Points 0 Points

* Merit is the anticipated effectiveness in addressing an existing need for public boating facilities.

Please explain your response: (Attach additional sheets, if necessary)

Please indicate any recommended stipulations for this proposal:

Final Score-Sheet

Proposal Number:	Applicable Funding Source(s): <input type="checkbox"/> CVA <input type="checkbox"/> BIG
Rating Criteria	
Purpose and Need (up to 50 points)	
Feasibility/Benefits (up to 100 points)	
Merit (up to 150 points)	
Cost (up to 50 points)	
Technical Review (up to 100 points)	
Total Score	

This proposal was scored by: (Sign and date)

Name:	Date

Remarks or Special Consideration(s):

Appendix D

(EXAMPLE)
COLLECTION AGREEMENT
FOR CONSTRUCTION OF BOATING ACCESS FACILITIES

This Collection Agreement, hereinafter called Agreement, is hereby entered into under the provisions of the (applicable Federal Act, other law, etc.), and pursuant to the Memorandum of Understanding, dated _____, 19XX, by and between the Arizona Game and Fish Commission, hereinafter called COMMISSION through its administrative agency, the Arizona Game and Fish Department, hereinafter called DEPARTMENT, and the _____, hereinafter called SUBGRANTEE.

Authority: COMMISSION: A.R.S. § 17-231(B)(7)

SUBGRANTEE: _____

Agreement Number: ABAP 0X - XX Grant Amount \$ 0
Project Number: F19D-2X-XXX Required Subgrantee Match \$ 0
Total Project Amount \$ 0

Effective Date of Agreement: Upon date of final signature on this Agreement

Expiration of Agreement: (see Part IV, Section I.8.)

Cost Eligibility Period for Reimbursement Begins: Upon date of final signature on this Agreement

Project Title: _____

Project Scope: _____

In consideration of the mutual promises and benefits to the Parties, the Parties agree to the following special conditions:

PART I - DEFINITIONS

For purposes of this Agreement:

- a. A.R.S. means Arizona Revised Statute.
b. Approved Application means the SUBGRANTEE's application for funding, including any changes, exceptions, deletions or additions made by the Department prior to and for the purposes of approval.
c. CFR means United States Code of Federal Regulations.
d. Commission means the Arizona Game and Fish Commission.
e. Congress means the Congress of the United States of America.
f. Construction means activities, which produce new or renovated capital improvements and increase the value or usefulness of existing property.
g. Cost Eligibility Period for Reimbursement Begins means the earliest date in which project costs can be incurred by the SUBGRANTEE and be eligible for reimbursement under this Agreement. The Cost Eligibility Period shall end with the

expiration or cancellation of this Agreement. Actual eligibility for reimbursement shall be based upon the conditions of this Agreement once it is fully executed.

h. **Department** means the Arizona Game and Fish Department.

i. **Director** means the Director of the Arizona Game and Fish Department, acting as the administrative agent of the Arizona Game and Fish Commission.

j. **Facilities** mean any boating access improvements whose construction, repair, renovation, or maintenance costs are eligible for reimbursement under this Agreement.

k. **Federal Grant Agreement** means the agreement between the Department and the U.S. Fish and Wildlife Service for funding authorized by the Sport Fish Restoration Act, and applicable to this Agreement.

l. **Federal Grant Agreement Period** means the period of time between the effective date and the closure date of the Federal Grant Agreement applicable to this Agreement.

m. **Funds** means financial assistance authorized by the Sport Fish Restoration Act and reimbursed to the SUBGRANTEE under this Agreement.

n. **Maintenance** means those activities necessary to keep a facility in good working order and professional in appearance.

o. **Operation** means those activities necessary for the functioning of a facility to produce desired results.

p. **Project** means an activity, or a series of related activities, which are described in the specific project scope of work in the SUBGRANTEE's funding application, and which result in specific product(s) or service(s).

q. **Real Property** means land, including land improvements, structures and appurtenances thereto, excluding movable machinery and equipment.

r. **Renovation** means rehabilitation of a facility to restore it to its original intended purpose and function.

s. **Scope of Work** means the description of the work to be accomplished by an approved project.

t. **Staff** means employees of the Arizona Game and Fish Department.

u. **SUBGRANTEE** means the eligible applicant that has been awarded funding under this Agreement, and which is subject to all state and federal laws and regulations pertaining to funds made available under the Sport Fish Restoration Act.

v. **Third Party Participant** means an entity sponsored by an eligible and approved SUBGRANTEE.

w. **Useful Life** means the period of time during which, with adequate and routine maintenance, real property or equipment funded under this Agreement is capable of fulfilling its intended purpose for public use or in support of public boating access.

PART II – PERFORMANCE

A. ADMINISTRATION

1. **Conditions** - All terms and conditions of the Master Memorandum of Understanding of _____, the supplemental Boating Access Memorandum of Understanding of _____, and Assistance Agreement No. XXX of _____ are by reference incorporated herein. This Agreement and the above-referenced documents constitute the entire Agreement between the Parties with respect to the above-referenced project. Any other prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.

The SUBGRANTEE will perform all work under this Agreement in compliance with all federal, state and local laws, rules, regulations and guidelines applicable to this project.

Pursuant to Section 22, Title 41, U.S. Code, no member of, or delegate to, Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom.

2. **Legal Authority** – Pursuant to A.R.S. § 17-231(B)(7), the COMMISSION has the legal authority to enter into this Agreement, and the institutional, managerial and financial capability (including funds sufficient to pay non-federal share of project costs) to ensure proper planning, management, and completion of the project.

3. **Public Access to Information** – Any information with respect to this Agreement possessed by the DEPARTMENT or any federal agency is subject to disclosure under the Freedom of Information Act (5 U.S.C. § 552) and/or Arizona's Public Records Law.

4. **Endorsement** – Any DEPARTMENT contributions made under this Agreement do not by direct reference or implication constitute DEPARTMENT or COMMISSION endorsement of the SUBGRANTEE's products or activities.

5. **Incorporation of Application** – The SUBGRANTEE’S approved application for funds is incorporated herein by reference; however, the terms of this Agreement shall govern over the terms of the approved application in the event of conflict or ambiguity. **The following modifications or additions to the application are hereby stipulated:**

6. **Participation in Similar Activities** – This Agreement in no way restricts the SUBGRANTEE, the DEPARTMENT, or the COMMISSION from participating in similar agreements or activities with other public or private agencies, organizations, and individuals, insofar as requested reimbursements under this Agreement are not duplicative of monies received from other funding sources.

7. **Use of Funds** – Awarded funds shall be used solely to carry out the terms of this Agreement, pursuant to the eligible purposes of the funding program, Dingell-Johnson Sport Fish Restoration Act, as amended through P.L. 106-580, December 29, 2000 (CFDA no. 15.605) - Federal Aid in Sport Fish Restoration – Fish and Wildlife Service, Department of the Interior as defined by statute (43 CFR Part 12 and 50 CFR Part 80), and as approved by the DEPARTMENT.

8. **Transfer of Funds** – Awarded funds shall be transferred to the SUBGRANTEE through reimbursement of approved expenditures consistent with the project scope of work.

9. **Accountability of Funds** – The SUBGRANTEE shall maintain full accounting of all actual expenses associated with the terms of this Agreement, including in-kind, non-federal match costs, in accordance with 2 CFR § 225. The SUBGRANTEE shall provide documentation of such expenses to the DEPARTMENT as requested, and upon completion of the project.

10. **Accomplishment of Project** – The project shall be accomplished according to the terms of this Agreement and applicable Federal and State laws.

11. **Amendments** – This Agreement may be amended by mutual written consent executed by **all** Parties to adjust aspects of the project including, but not limited to, the project period, project costs, specific project scope items, or other specified modifications. The Parties are not obligated to fund any changes not approved in advance.

12. **Use of Project** – Projects funded for facilities intended for public use shall be open or available to the public during reasonable, convenient times, and with reasonable access. Seasonal or emergency closures by the SUBGRANTEE and/or land manager are allowable for good cause.

13. **Useful Life** – The Useful Life of this project shall be **(XX)** years from the date of the DEPARTMENT letter acknowledging completion of the project, or other date of project completion, as specified by the DEPARTMENT. Notwithstanding emergency closures, as addressed in Section II. A., paragraph 12 of this Agreement, should the facility funded under this Agreement be unavailable to the public for more than thirty (30) days of the Useful Life, the Useful Life period shall be extended for the same period of time that the facility is unavailable to the public.

14. **Operation and Maintenance** - The SUBGRANTEE agrees to operate and maintain all equipment or improvements acquired or constructed under the terms and conditions of this Agreement throughout the Useful Life established in this Agreement. Should the equipment or improvements funded under this Agreement become unavailable for the use prescribed under this Agreement, the DEPARTMENT or COMMISSION shall seek any remedy available under applicable State and Federal Law. Any use of the facilities that may conflict with the intended purpose(s) are specifically prohibited by 43 CFR § 12.71(b) and 50 CFR § 80.14.

15. **Land** – Subject to the obligations and conditions set forth in this Agreement, 43 CFR § 12.71 and 12.72, and 50 CFR § 80.14 and 80.20, title to real property or equipment acquired under this Agreement shall vest with the SUBGRANTEE upon acquisition. Such real property or equipment shall be subject to the same regulations and administration of the SUBGRANTEE as other SUBGRANTEE improvements of a similar nature.

Subject to the CFRs referenced in this Agreement, including 43 CFR § 12.71(c), the DEPARTMENT may approve a change in disposition of real property or equipment acquired or developed under this Agreement only upon: (1) acceptance of equitable replacement real property or equipment, (2) refund to the DEPARTMENT of a pro rata amount, to be determined

by the DEPARTMENT, of the funds reimbursed under this Agreement, or (3) written acceptance of the terms and conditions of this Agreement by a subsequent, eligible SUBGRANTEE.

16. Obsolescence – The SUBGRANTEE may request that the DEPARTMENT declare an area, facility or equipment obsolete or non-functional during the Useful Life if: (1) reasonable maintenance and repairs are not sufficient to keep the facility or equipment operating; (2) changing public needs or operating practices dictate a change in the type of facilities, equipment, or location; (3) the facility or equipment is destroyed by fire, natural disaster, or vandalism; or (4) legislation passed by Congress mandates a change in land use or ownership. Should the DEPARTMENT obtain approval under the terms of the Federal Grant Agreement, and declare such facilities or equipment obsolete or non-functional, the SUBGRANTEE shall receive a waiver of operation, maintenance, conversion and replacement requirements for the remainder of the Useful Life.

17. Construction – If construction costs exceed \$100,000, a qualified engineer must: (1) approve engineering plans, specifications, and the feasibility determination; (2) supervise the construction; and (3) furnish a report of final inspection.

18. Special Conditions – The following special conditions to this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each of the Parties to this Agreement. Breach of any condition shall justify the DEPARTMENT to seek any remedy available under applicable State and Federal Law.

a) This Agreement shall be construed under the laws of the State of Arizona. Any legal action arising under this Agreement shall be brought in Superior Court of the State of Arizona in and for the County of Maricopa.

b) The SUBGRANTEE may not charge more than five (\$5.00) dollars per occurrence for pump-out services without prior, written approval by the DEPARTMENT. The SUBGRANTEE may charge a convenience fee for bringing watercraft to the SUBGRANTEE's public pump-out dock. Customers potentially incurring a convenience fee shall be advised of the option to self-transport their watercraft to the SUBGRANTEE's public pump-out dock and incur only the five (\$5.00) dollar pump-out charge.

B. RESPONSIBILITY FOR THIRD PARTY AGREEMENTS

Should the SUBGRANTEE retain any third party to perform work under this Agreement, that third party shall be responsible for compliance with all terms and conditions of this Agreement. In the event of third party default of any term or condition of this Agreement, the SUBGRANTEE shall be responsible to the DEPARTMENT for any such default or breach.

C. PROJECT COSTS AND THE PROJECT PERIOD

Except for pre-agreement costs approved by the DEPARTMENT, only those costs associated with the approved project scope of work and incurred during the cost eligibility period shall be eligible for reimbursement according to the terms of this Agreement. Combined pre-agreement, design and engineering costs shall not exceed 10% of the awarded funding.

D. SUB-CONTRACTS

1. Sub-contracts awarded by the SUBGRANTEE to accomplish approved project work shall incorporate by reference in each sub-contract the provisions of this Agreement. The SUBGRANTEE shall ensure and determine that performance is acceptable under each sub-contract.

2. The SUBGRANTEE shall be responsible for payment of services provided by the sub-contractor or other employed individual performing work on this project for services pursuant to this Agreement.

3. Any sub-contract for employment by the SUBGRANTEE shall be in writing and shall contain a provision whereby a person so employed, or with whom a sub-contract has been entered, acknowledges that the State of Arizona, the COMMISSION, and the DEPARTMENT shall not be liable for any cost, claims, damages, reimbursement, or payment of any kind relating to each such sub-contract.

E. PROJECT REPORTING, REVIEWS, AND ON-SITE INSPECTIONS

1. The SUBGRANTEE agrees to submit a quarterly project status report to the DEPARTMENT within 30 days after the end of each quarter (quarters end on September 30, December 31, March 31, and June 30). This report will include, at a minimum, the following: (1) Progress in completing the approved Scope of Work; (2) Any problems encountered and solutions to problems regarding completion of the project; and (3) An accounting of expenditures to date. Failure to submit the quarterly reports will result in delays in the reimbursement of funds. Failure to submit reports also may affect eligibility for future funding from the DEPARTMENT.
2. The SUBGRANTEE agrees to consult with the DEPARTMENT, as needed, to review progress. The DEPARTMENT reserves the right to review project progress and to conduct on-site inspections, as applicable and as needed, at any reasonable time during the project period or required Useful Life to assure compliance with the terms of this Agreement.
3. The SUBGRANTEE agrees to provide the DEPARTMENT, upon completion of the project, a completed final Payment Request, a letter stating the project is complete, a letter stating compliance with the requirements of applicable OMB Circulars and the Single Audit Act of 1984 (if applicable), a signed expenditure record that itemizes all expenditures, a final inspection report signed by a qualified engineer or other professional consistent with the project scope, and if requested by the DEPARTMENT, a copy of all documents in support of all approved costs incurred.

F. PRODUCT OR PUBLISHABLE MATTER OWNERSHIP

1. Any and all copyrights developed for the products of this project are the property of the SUBGRANTEE. The DEPARTMENT, the COMMISSION, and the Federal Government are hereby granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use all products for DEPARTMENT, COMMISSION, or other governmental purposes, and to authorize others to do so.
2. All materials such as originals, artwork, photographs, paste-ups, negatives, die plates and magnetic media (if any) provided by the DEPARTMENT or the COMMISSION, and used in the production of the printing called for in this Agreement shall remain the property of the DEPARTMENT or the COMMISSION, and shall be delivered along with the printed material. The DEPARTMENT and the COMMISSION reserve the right to allow retention and use with the SUBGRANTEE. The DEPARTMENT, the COMMISSION, and the Federal Government are hereby granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use all products for DEPARTMENT, COMMISSION, or other governmental purposes, and to authorize others to do so.

G. PROGRAM INCOME

Funds provided under this Agreement shall not be used for the purpose of producing income beyond the normal operation and maintenance costs of the real property or equipment acquired under this Agreement. Income generated as a direct result of the accomplishments of this Agreement is subject to conditions based upon the current status of the federal grant agreement authorizing funds (43 CFR § 12.65). Unless stipulated elsewhere in this Agreement, income generated during the federal grant agreement period shall be used to further the purposes of this Agreement, such as for the normal operation and maintenance costs referenced above. Unless stipulated elsewhere in this Agreement, income generated after closure of the federal grant agreement period shall be retained by the SUBGRANTEE for allowable capital or operating expenses for the period of Useful Life, as defined in this Agreement. The duration of the federal grant agreement period is variable and based upon several factors. As such, the DEPARTMENT shall, within 30 days of closure of the applicable federal grant agreement, provide written notification to the SUBGRANTEE of this change in status.

H. FUND SOURCE RECOGNITION

The SUBGRANTEE agrees to publicly acknowledge the program used to assist project accomplishments, including, but not limited to, the installation of signs at the location of the project, or on printed or electronic media, as applicable. Such acknowledgements shall be maintained in good condition throughout the Useful Life identified in this Agreement. At a minimum, this acknowledgment shall include the following: "This project was financed in part (or in full) by a **Sport Fish Restoration Act grant** funded by your purchase of fishing equipment and motor boat fuels, and administered by the Arizona Game and Fish Department." As approved by the DEPARTMENT, fund source recognition signs may be eligible for reimbursement, and/or provided by the DEPARTMENT.

I. TRANSFER OF CONTRACTUAL RESPONSIBILITY

The SUBGRANTEE may transfer contracted responsibilities under the terms of this Agreement to another eligible SUBGRANTEE provided that the DEPARTMENT has granted approval prior to transfer. This Agreement shall inure to the benefit of and be binding on the Parties, their successors and assigns, and may not be assigned without the consent of the DEPARTMENT except that the SUBGRANTEE may assign or transfer this Agreement to another party in connection with a change in control of ownership.

J. CONTRIBUTIONS

No contribution provided herein or donation or gift of any kind shall entitle the contributors or donors to any share of interest in the said improvements other than the right to use and enjoy the same under existing regulations of the SUBGRANTEE. All improvements in whole or in part from contributed funds shall be and will remain the property of the SUBGRANTEE.

PART III – PERMITS REQUIRED

The SUBGRANTEE agrees to meet the requirements of and acquire all permits or approvals necessary to complete the project scope of this Agreement. The SUBGRANTEE must submit the following documentation/permit, if applicable, to the DEPARTMENT, and for approval by the DEPARTMENT before construction aspects of the project can occur. Once the documentation/permits have been received and approved, the DEPARTMENT will notify the SUBGRANTEE that construction can occur.

The following are required documentation/permits, if applicable, from various state and federal agencies:

1. State Historic Preservation Act;
2. U.S. Army Corp of Engineers;
 - a. Clean Water Act - Section 404
 - b. Rivers and Harbors Act of 1899- Section 10
3. Arizona Department of Environmental Quality – Section 401;
4. National Environmental Protection Act of 1969; and
5. Endangered Species Act

The above list of documentation/permits is not all-inclusive, and other documentation/permits may be required. Failure to submit required documentation/permits may affect eligibility for future funding from the DEPARTMENT.

PART IV – COMPLIANCE

A. ANTI-TRUST

The SUBGRANTEE hereby assigns to the DEPARTMENT any and all claims and awards for overcharges due to anti-trust violations.

B. ARBITRATION

To the extent required by A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and expenses.

Federal Subgrantee: The Parties agree to engage in any alternative dispute resolution procedures authorized by their statutes, regulations and court rules, including, but not limited to, 5 U.S.C. § 575 and A.R.S. § 12-1518.

C. INDEMNIFICATION

Unless the SUBGRANTEE is a State agency, or an agency of the United States government, the SUBGRANTEE shall indemnify, save and hold harmless the DEPARTMENT, the COMMISSION, and the State of Arizona, its agents, departments, officers and employees from any claim, loss, damage, liability, expense, costs, and charges incident to or

resulting in any way from any injuries or damage to any person or any damage to any property caused by or resulting from the issuance of or the performance of services rendered as part of this Agreement.

D. NON-DISCRIMINATION

1. In the event it applies, the Parties hereby agree to comply with all Federal and State nondiscrimination orders and statutes as may apply, including Title VI, Title IX of the Civil Rights Act, Section 504 of the Rehabilitation Act, and the Governor's Executive Order No. 99-4, entitled Non-Discrimination in Employment.

2. In the event it applies, the SUBGRANTEE agrees to construct facilities, to provide access to such facilities, and comply with all applicable provisions of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12101-12213 and 47 U.S.C. § 225 and § 611), and applicable State rules and Federal regulations under Acts (28 CFR Part 35 and 36), and A.R.S. § 41-1492 through § 41-1492.12, Structure of Buildings.

E. RECORDS RETENTION AND AUDITS

1. Each SUBGRANTEE shall retain, and shall contractually require each subcontractor to retain all books, accounts, reports, files, electronic data, and other records relating to the acquisition and performance of the Agreement for the applicable period of time. Pursuant to A.R.S. § 35-214, as amended, this period shall be five (5) years after completion of the contract. Pursuant to 43 CFR § 12.82, this period shall be no less than three (3) years after closure of the federal grant agreement period. Federal auditors are entitled to inspect such records pursuant to 43 CFR § 12.76(i) and § 12.82. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the Auditor General, the Attorney General, the State Purchasing Office or any agency doing business under this Agreement.

2. The SUBGRANTEE may substitute electronic copies in place of original records, but only after project costs have been verified.

3. Unless the SUBGRANTEE is a Federal agency, the SUBGRANTEE shall comply with OMB Circular No. A-133 and its March 2006 supplement. Annual audit reports shall be sent to Arizona Game and Fish Department, ATTN: Internal Auditor, Rules and Risk Management, 5000 W. Carefree Hwy., Phoenix, Arizona, 85086.

F. ILLEGAL IMMIGRATION

Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The SUBGRANTEE warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the SUBGRANTEE may be subject to penalties up to and including termination of this Agreement.

3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of this Agreement and the SUBGRANTEE may be subject to penalties up to and including termination of this Agreement.

4. The DEPARTMENT retains the legal right to inspect the papers of any employee who works on the project to ensure that the SUBGRANTEE, contractor or subcontractor is complying with the warranty under paragraph 1.

G. SEVERABILITY

In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

H. CONFLICT OF INTEREST

Pursuant to A.R.S. § 38-511 and any successor statute, the State or its political subdivision, the DEPARTMENT or the COMMISSION may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of either Party or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Such cancellation shall become effective upon written notification from either Party.

I. REMEDIES

1. The DEPARTMENT may temporarily suspend funding assistance under this Agreement pending required corrective action by the SUBGRANTEE or pending a decision to terminate this Agreement by the COMMISSION by notifying the SUBGRANTEE in writing. Whenever one Party to this Agreement in good faith has reason to question the other Party's intent to perform, he or she may demand that the other Party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within fifteen (15) days, the demanding Party may treat this failure as anticipatory repudiation of the Agreement.

2. Upon thirty (30) days written notice to the other Party(s) to this Agreement, the COMMISSION or SUBGRANTEE may terminate this Agreement before the date of completion. The SUBGRANTEE shall not incur new obligations for the terminated portion of this Agreement after the effective date; however, pursuant to 43 CFR 12, Subpart C, unless otherwise specified by mutual written consent of all Parties to this Agreement, provisions governing Use of the Project, Useful Life, Operation and Maintenance, and Land (Part II, A(12) through A(15)), shall survive the termination of this Agreement until the expiration of the Useful Life established in this Agreement. The DEPARTMENT will determine if it may, pursuant to Federal rules and regulations, allow full credit to the SUBGRANTEE for the approved funding share of obligations properly incurred by the SUBGRANTEE before the effective termination date, and which cannot be canceled.

3. In the event that the SUBGRANTEE fails to comply with the terms and conditions of the Agreement, the DEPARTMENT or the COMMISSION may pursue any legal remedies available under applicable State or Federal law in order to seek recovery of funds reimbursed to the SUBGRANTEE.

4. The remedies expressed in this Agreement are not intended to limit the rights of the DEPARTMENT, the COMMISSION, or the SUBGRANTEE, and shall not in any way abridge, defer, or limit the rights of the DEPARTMENT, the COMMISSION, or the SUBGRANTEE, or remedies under law or defenses under applicable law.

5. Nothing in this Agreement shall be construed as obligating the DEPARTMENT or the COMMISSION in the expenditure of funds or as involving the DEPARTMENT or the COMMISSION in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and budgeted and approved by the DEPARTMENT or the COMMISSION.

6. The DEPARTMENT and the SUBGRANTEE acknowledge that the SUBGRANTEE can comply with the terms of this Agreement only from appropriated funds legally available for such purpose. Nothing in this Agreement shall be construed or interpreted as a requirement that the SUBGRANTEE obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

7. If the SUBGRANTEE violates applicable State or Federal law or this Agreement, the COMMISSION, at its sole discretion, may classify the SUBGRANTEE as ineligible for Boating Access Program funding for a period not to exceed five (5) years.

