



New Hampshire Fish and Game Department

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HR 83

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

May 04, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a RETROACTIVE SOLE SOURCE, no-cost contract Amendment with The Nature Conservancy (TNC) Concord, NH (Vendor code 177785) to continue assisting with implementation of the NH Wildlife Action Plan, as approved by Governor and Council on June 21, 2017 Item #95 by extending the end date from June 01, 2018 to June 30, 2019. Funds are 100% Federal.

EXPLANATION

NHFG completed a Wildlife Action Plan that provides a framework for the long-term conservation of the State's wildlife of conservation and management concern. As part of the Wildlife Action Plan scientists have identified a suite of specific strategies for conserving species and habitats in greatest need of conservation in New Hampshire. There are several high priority actions in the Wildlife Action Plan regarding habitat connectivity and transportation that would significantly benefit from coordinated implementation and the expertise that TNC has within their staff which will be critical to the success of that implementation.

TNC was instrumental in the development of the New Hampshire Wildlife Action Plan and has continued to demonstrate their commitment to conservation. Federal funds from NHFG will allow TNC to provide expertise on the implementation of the Plan.

NHFG requests a sole source contract with TNC to implement strategies identified in the New Hampshire Wildlife Action Plan as detailed in Exhibit A. TNC staff is among the state's leading experts in conservation planning. This experience and expertise within one organization makes TNC uniquely qualified to implement these projects.

Federal funds are available for this program through the State Wildlife Grants Program (SWG), administered by the U.S. Fish and Wildlife Service. TNC has the ability to provide crucial non-federal matching funds which are required under the SWG program.

This extension to June 30, 2019 will allow TNC to complete the objectives that have not yet been completed. Remaining funds will cover time to continue to participate in monthly Wildlife Action Plan Implementation Team meetings, lead efforts to organize the Transportation & Wildlife Working Group and other strategies as detailed in Exhibit A.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated 30 day of April 2018, by and between the State of New Hampshire acting by and through its New Hampshire Fish and Game Department (hereinafter referred to as the "State"), and The Nature Conservancy, 22 Bridge Street, 4th Floor, Concord, NH 03301 , VC# 177785 (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated, May 30, 2017, approved by the Governor and Council on June 21, 2017, Item #95, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

(A) The completion date shall be extended from June 01, 2018 to June 30, 2019.

2.) Effective Date of Amendment

This Amendment shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

3.) Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract, and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE


Fish and Game Department of New Hampshire

BY: 
Glenn Normandeau, Executive Director

DATE: 5/11/2018

Name of Contractor and Authorized Signor

The Nature Conservancy in New Hampshire
(Name of Contractor)

BY: 

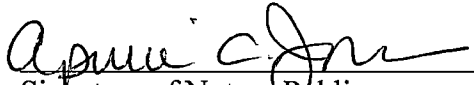
DATE: 4/30/18

TITLE: State Director

Acknowledgment: State of New Hampshire, County of Merrimack,

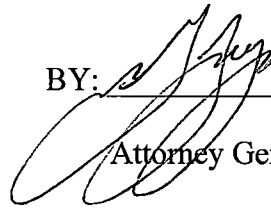
On 4/30/18, before the undersigned officer, personally appeared the person identified to be the person whose name appears above in signing on behalf of the contractor and acknowledged that s/he executed this document in the capacity indicated below.

IN WITNESS THEREOF, I hereunto set my hand and official seal.


Signature of Notary Public or
Justice of the Peace

Aprille C. Jameson
Name/Title of Notary Public or
Justice of the Peace
APRILLE C. JAMESON, Notary Public
My Commission Expires November 18, 2020

APPROVED BY THE ATTORNEY GENERAL (Form, Substance and Execution)

BY: 
Attorney General's Office

DATE: 5/15/18

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State of New Hampshire

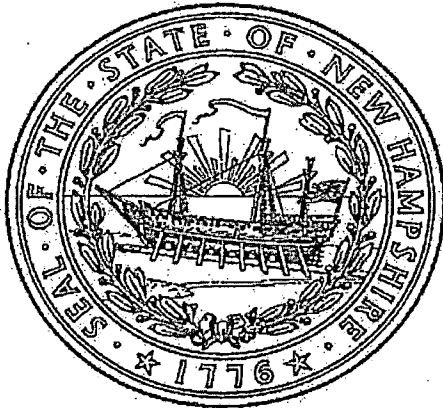
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NATURE CONSERVANCY is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 75056

Certificate Number : 0004087055



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE of AUTHORITY

I, Hans P. Birle, Assistant Secretary of The Nature Conservancy, do hereby certify that:

1. I am a duly appointed, Assistant Secretary of The Nature Conservancy;
2. The Nature Conservancy has agreed to a no-cost extension for their existing contract for \$41,112 with the New Hampshire Fish and Game Department, extending the completion date of the award from June 1, 2018 to June 30, 2019. This contract is to establish a relationship between both parties regarding the implementation of the State Wildlife Action Plan.
3. The Nature Conservancy has further authorized the Executive Director of The Nature Conservancy's New Hampshire Chapter to execute any documents which may be necessary for this contract.
4. This authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
5. The following person has been appointed to and now occupies the office indicated in (3) above:

Mark Zankel
Authorized to Sign

Executive Director- NH Chapter
Title

IN WITNESS WHEREOF, I have hereunto set my hand as an Assistant Secretary of The Nature Conservancy on this date: April 30, 2018.

Hans P. Birle
Hans P. Birle

Assistant Secretary
Title

**COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK**

On this the 30th day of April, 2018, before me, Jasmine Hadley (Notary Public), the undersigned officer, Hans P. Birle personally appeared, who acknowledged himself to be an Assistant Secretary of the Organization being authorized so to do, and executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Jasmine Hadley
(Notary Public Signature)

Commission Expiration Date: 2-6-20





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0C36861
Chantilly-Alliant Ins Svc Inc.
4530 Walney Rd Ste 200
Chantilly, VA 20151-2285
CONTACT NAME: Kelly Mitchum
PHONE (A/C, No, Ext):
E-MAIL ADDRESS: KMitchum@alliant.com
INSURER(S) AFFORDING COVERAGE
INSURER A : Great Northern Insurance Company
INSURER B : Federal Insurance Company

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
State Wildlife Action Plan - New Hampshire Fish & Game Department extending the completion date of the award from June 01st, 2018 to June 30th, 2019

CERTIFICATE HOLDER: New Hampshire Fish & Game Department
11 Hazen Drive
Concord, NH 03301
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]



New Hampshire Fish and Game Department

Governor & Council Approved
Date: 6/21/17
Item #: 95

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Web site: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-1438
E-mail: info@wildlife.nh.gov

Glenn Normandeau
Executive Director

May 30, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **Sole Source** contract with The Nature Conservancy (TNC) Concord, NH (Vendor code 177785) for the purpose of assisting with implementation of the NH Wildlife Action Plan, for a total of \$41,112 from the date of Governor and Council approval through June 01, 2018. Funds are 100% Federal.

Funding is available in account, Nongame Management as follows:

03-75-75-751520-2125 WILDLIFE PROGRAM – NONGAME MANAGEMENT

20-07500-21250000-304-500841 Research and Management

FY018*

\$41,112.00

*Pending State Budget Approval

EXPLANATION


NHFG completed a Wildlife Action Plan that provides a framework for the long-term conservation of the State's wildlife of conservation and management concern. As part of the Wildlife Action Plan scientists have identified a suite of specific strategies for conserving species and habitats in greatest need of conservation in New Hampshire. There are several high priority actions in the Wildlife Action Plan regarding habitat connectivity and transportation that would significantly benefit from coordinated implementation and the expertise that TNC has within their staff which will be critical to the success of that implementation.

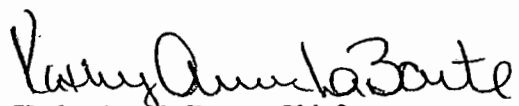
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Respectfully submitted,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte, Chief
Business Division

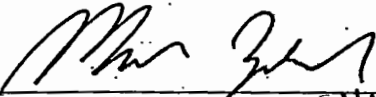
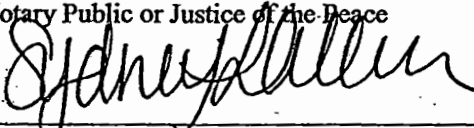
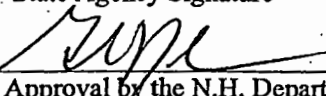

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name The Nature Conservancy		1.4 Contractor Address 22 Bridge Street, 4 th Floor, Concord, NH 03301	
1.5 Contractor Phone Number 603-224-5853	1.6 Account Number 20-075-21250000-304-500841	1.7 Completion Date June 1, 2018	1.8 Price Limitation \$41,112.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-2741	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Mark Zankel, NH State Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> <u>May 22, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
[Seal]		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>SYDNEY L ALLEN Notary Public, New Hampshire My Commission Expires February 20, 2018</p> </div>	
1.13.2 Name and Title of Notary or Justice of the Peace			
14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
Date: <u>6/6/2017</u>			
16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: 		On: <u>6/7/17</u>	
8 Approval by the Governor and Executive Council (if applicable)			
By:		On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/RESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, tests, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

Confidentiality of data shall be governed by N.H. RSA Chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
Scope of Services

Funding provided through NHFG Federal Aid Grant T-9-T-2: Conservation and Technical Assistance to Support Species and Habitat Protection and Recovery.

The purpose of this contract is to establish a relationship between both parties regarding the implementation of the State Wildlife Action Plan.

1. Participate in Wildlife Action Plan Implementation Planning

Objective: Assist in the implementation of the NH Wildlife Action Plan (WAP).

Actions (T9T2P5):

- Participate in monthly Wildlife Action Plan Implementation Team meetings and other committee/working group meetings as needed, including delivering on tasks agreed upon between the WAPIT team and TNC.

Effectiveness Measures:

- Number of meetings attended.
- Number of projects participated in or reviewed (e.g., T&E Species List Revision; action prioritization).

2. Implement strategies identified in the Wildlife Action Plan

Objective: Implement a selection of action strategies identified in Chapter 5 and in species and habitat profiles.

Action 1 (T9T2P5 Action 6):

Transportation Actions

- Promote a Transportation & Wildlife Working Group: Lead efforts to re-convene, organize and participate in a Transportation & Wildlife Working Group. Goals of the working group may include prioritizing wildlife and transportation needs, developing and reviewing various best management practices, promoting awareness of wildlife/transportation issues, institutionalizing considerations for wildlife passage into the management and planning of NH's transportation network, providing project review/recommendations for wildlife passage (i.e. project spotlight portion of each meeting), and increasing collaboration among partners.
- Initiate discussions with the Transportation & Wildlife Working Group to develop a Transportation and Wildlife BMP manual. Facilitate the Working Group's efforts to outline a scope for this manual to address transportation and wildlife threats and opportunities.
- Working with the Transportation & Wildlife Working Group, develop list of road barrier/mortality locations that warrant upgrades/enhancements based on models, other field evaluations, WAP priority habitat, and SGCN.

Effectiveness Measures:

- Transportation & Wildlife Working Group reinstated, with representation from NH Fish and Game and NH Department of Transportation, and at least 2 meetings per year
- Number of Transportation & Wildlife Working Group projects participated in or reviewed
- Develop scope for Best Management Practice guide for road barrier mitigation

Action 2 (T9T2P3 Action 3):

Land Protection Planning

- Develop land protection plans, with a focus on WAP priorities and SGCN, in collaboration with NHFG.

Effectiveness Measures:

- Number of land protection plans, that include WAP priorities, underway.

Action 3 (T9T2P1 Action 3):

Create/disseminate resources for conservation of wildlife habitat and resources

- Update NH's Conservation/Public Lands data layer. Solicit and process conservation data from NH's conservation community. Submit data to NH GRANIT to be added to their statewide data layer.

Effectiveness Measures:

- Number of new tracts added and updates submitted

Action 4 (T9T2P1 Action 4):

Create/disseminate resources for conservation of wildlife habitat and resources

- Lead a wildlife connectivity modeling analysis for New Hampshire's Coastal Watershed. Work closely with NHFG staff and coastal conservation partners to develop the analysis and review results.
- Identify existing and needed wildlife corridors including: riparian corridors and potential crossings of transportation arteries

Effectiveness Measures:

- Initiation of connectivity analysis

EXHIBIT B

BUDGET

New Hampshire Fish & Game Department (NHFG) will contract with The Nature Conservancy (TNC) to conduct work under Projects 1, 3, 5 of the Federal Aid Grant T-9-T-2: Conservation and Technical Assistance to Support Species and Habitat Protection and Recovery.

NHFG agrees to reimburse TNC up to \$33,561 estimated for direct costs plus a TNC overhead at their annually approved federally negotiated rate estimated at \$7,551. Total direct costs that are eligible for reimbursement under this agreement include: TNC personnel and fringe benefits.

EXPENDITURES	Govt Award	TNC Match	Total
TOTAL PERSONNEL	\$24,311	\$13,027	\$37,338
FRINGE BENEFITS	9,250	5,044	14,294
TRAVEL	0	0	0
EQUIPMENT	0	0	0
SUPPLIES	0	0	0
CONTRACTUAL	0	0	0
Total Direct Costs	\$33,561	\$18,071	\$51,632
Indirect Costs TNC's Federally Approved NICRA rate will be applied. Budget based on TNC's FY17 rate of 22.5%.	7,551	4,066	11,617
TOTAL PROJECT COSTS	\$41,112	\$22,137	\$63,249

* TNC agrees to provide a total of \$22,137 in non-federal match from personnel salary, fringe and indirect cost.

1. The New Hampshire Fish and Game Department agrees to reimburse the contractor up to \$41,112.00 of approved project expenses in accordance with the above budget.
2. The Contractor agrees to provide at least \$22,137, or 35% of total project costs, in unreimbursed indirect and personnel costs as the match for federal funds provided through this contract. The contractor may also report additional non-federal funds necessary and reasonable for project expenses.
3. The contractor may include properly allocable indirect (F&A) and fringe benefits costs as a component of total project costs based upon federally negotiated and approved rates effective at the time costs are incurred. The contractor shall provide New Hampshire Fish and Game Department with copies of each federally approved indirect cost agreement applicable to the project.
4. The Contractor shall apply for reimbursement of actual costs through submission of a quarterly invoice itemized by major cost category in accordance with the project budget. Each invoice shall show current and cumulative direct and indirect costs, as well as any forgone indirect costs and other

documented matching costs from the contractor. Payment will be made based on invoices submitted by contractor to:

NH Fish and Game Department
Wildlife Division
11 Hazen Drive
Concord, NH 03301

5. The contractor shall be paid within 30 days of receipt of each invoice, except that reimbursement shall not be made until any required reports have been received and approved according to Exhibit A.
6. Continuation of this contract for the full project period is subject to availability of federal funds for this purpose. If funding is not available, the Contractor will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.
7. The Contractor agrees to maintain financial documents necessary to comply with State and Federal regulations.

Data Use License

The Grantee shall have a perpetual, non-exclusive, royalty-free license to use any and all data (as defined in Section 9.1 of this Agreement) for all legitimate purposes pertaining to its standard business practices.

EXHIBIT C

1. Federal Award Information

Through execution of this agreement, the contractor acknowledges that they are a sub-recipient of the New Hampshire Fish and Game Department under State Wildlife Grants Application for Federal Assistance titled CONSERVATION SCIENCE AND TECHNICAL ASSISTANCE TO SUPPORT SPECIES AND HABITAT PROTECTION AND RECOVERY and the corresponding federal assistance grant from the Department of the Interior, United States Fish and Wildlife Service. Awards from the Fish and Wildlife Service are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Federal regulations applicable to Service recipients and their sub-recipients and contractors are currently listed by recipient type in the Service Financial Assistance Award Terms and Conditions posted on the Internet at <http://www.fws.gov/grants/>.

Title of Federal Award/Project: Conservation Science and Technical Assistance to Support Species and Habitat Protection and Recovery
Federal Grant Number: F13AF00230
Federal Funding Agency: United States Fish and Wildlife Service
CFDA Number/Title: 15.634 State Wildlife Grants
Prime Recipient: State of New Hampshire Fish and Game Department
Federal Award Date: January 1, 2013
State Grant ID Reference: T-9-T-2
Period of Performance: January 1, 2013 – December 31, 2017
Federal Funds to Sub-recipient: \$41,112

Project Contact:
Sandra Houghton
Wildlife Diversity Biologist
NH Fish and Game
271-5679
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Administrative Contact:
Randy Curtis
Federal Aid Administrator
NH Fish and Game
271-0801
randy.curtis@wildlife.nh.gov

2. Federal Compliances

All requirements and regulations, applicable to the Federal award are hereby adopted in full force and effect with respect to this contract. The contractor agrees to comply with the following

provisions, as applicable:

- a. Program Authorization / Legislation: State Wildlife Grants (CFDA# 15.634)
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- c. 2 CFR Part 25, Universal Identifier and Central Contractor Registration
- d. 2 CFR Part 170, Reporting Subawards and Executive Compensation
- e. 2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)
- f. 2 CFR Part 200.322, Procurement of Recovered Materials
- g. 2 CFR Part 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters (Applicable to awards with a total Federal share of more than \$500,000)
- h. 2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)
- i. 2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)
- j. 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- k. 43 CFR 18, New Restrictions on Lobbying
- l. 41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection
 - (a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
 - (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
 - (c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.
- m. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients 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.

3. Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

The contractor hereby certifies per Subpart C of 2 CFR Part 180 that neither the contractor nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds.

4. Certification Regarding Lobbying

The contractor and any sub-contractors awarded funds in excess of \$100,000 shall file the declaration required by 31 U.S.C. 1352(b) and implemented for the Department of the Interior through 43 CFR Part 18. Acceptance of this contract represents the contractor's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying. Each tier must certify to the tier above that it has not used Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier shall also disclose, if required, any lobbying conducted with non-federal funds in connection with obtaining a federal award. Such disclosures shall be forwarded from tier to tier by completing a "Disclosure of Lobbying Activities" (Form SF-LLL).

5. Access to Records

The contractor shall permit New Hampshire Fish and Game Department and its auditors access to any books, documents, paper, and records of the contractor which are directly pertinent to the Project for making audits, examination, excerpts, and transcriptions.