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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nh.gov/nhdfl

May 27, 2020

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands, Natural Heritage Bureau, to accept and expend Wildfire Risk Reduction Program funds from The Nature Conservancy in the amount of \$19,910 for mapping fire prone natural communities effective upon Governor and Executive Council approval through May 31, 2022. 100% Other Funds.

Funds are to be budgeted in Fiscal Year 2020 in the following account:

03-035-035-351010-21030000, Natural Heritage Agency Inc

Class-Account	Description	FY 2020 Current Budget	Requested Action	FY 2020 Revised Budget
001-484975	Transfers From Other Agency	(\$80,439)	\$0	(\$80,439)
004-408189	Intra Agency Transfers	(\$211,422)	\$0	(\$211,422)
009-407062	Agency Income	(\$28,207)	(\$19,910)	(\$48,117)
00S-000010	General Funds	(\$141,371)	\$0	(\$141,371)
	Total Revenue	(\$461,439)	(\$19,910)	(\$481,349)
010-500100	Personal Services Perm Class	\$254,828	\$0	\$254,828
020-500200	Current Expenses	\$6,970	\$0	\$6,970
026-500251	Organizational Dues	\$1,030	\$0	\$1,030
029-500290	Intra-Agency Transfers	\$9,589	\$0	\$9,589
030-500311	Equipment New Replacement	\$600	\$0	\$600
039-500190	Telecommunications	\$1,100	\$0	\$1,100
040-500800	Indirect Costs	\$1,638	\$0	\$1,638
050-500109	Personal Service Temp Appoint	\$35,000	\$18,497	\$53,497
060-500602	Benefits	\$131,984	\$1,413	\$133,397
070-500705	In State Travel Reimbursement	\$9,000	\$0	\$9,000
080-500710	Out of State Travel Reimbursement	\$5,700	\$0	\$5,700
103-500737	Contracts of OP Services	\$4,000	\$0	\$4,000
	Total Expenses	\$461,439	\$19,910	\$481,349

EXPLANATION

The Department of Natural and Cultural Resources (DNCR) Natural Heritage Bureau (NHB) will create a distinct map of fire-dependent ecosystems throughout New Hampshire. This work will identify fire-dependent landscapes to restore/maintain in order increase their resiliency to fire-related disturbances.

NHB's work will support and carry out the goals of the National Cohesive Wildland Fire Management Strategy, the Northeast Regional Action Plan and NH's Forest Action plan by increasing the understanding of fire-adapted natural communities and improving wildfire response to make and implement safe, effective, efficient wildfire management decisions.

This work is being funded by The Nature Conservancy through a Wildfire Risk Reduction grant from the USDA Forest Service – Northeastern Area State and Private Forestry, Cohesive Fire Strategy grant program.

A match of 100% is required. NHB will be providing \$19,910 in match with other funds.

The following appropriation authorities are being requested:

Class 050 – Personal Service Temp Appointment - Additional appropriation needed for the cost of a year-round part-time position.

Class 060 – Benefits – Additional appropriation for the cost of benefits for the temporary position.

Work will be completed during the field seasons of Fiscal Years 20/21 and 21/22 as allowed under the term of the agreement.

Respectfully submitted,

Concurred,



William T. Guinn
Acting Director



Sarah L. Stewart
Commissioner



SUBAWARD
 between
 THE NATURE CONSERVANCY ("TNC")
 and
Natural and Cultural Resources, New Hampshire Department Of ("Awardee")
 (a U.S. Subrecipient)

Subaward Number: TNC-DNCR WRR-342020
TNC Project ID: P115785
TNC Award ID: A105859
Subaward Start Date: 5/20/2020
Subaward Expiration Date: 5/31/2022
Subaward Amount: \$19,910
Awardee Indirect Rate Allowed: 0%
Awardee Match: \$19,910
Awardee DUNS: 073451838
Federal Award Identification Number: 19-DG-11420000-205
Federal Award Date (signature date of authorized official): 9/24/19
Federal Award Amount: \$150,000
Federal Awarding Agency: USDA Forest Service
Contact Information of Federal Award Official: Robert Lueckel, Acting Regional Forester, U.S. Forest Service, Eastern Region, State & Private Forestry
Federal Award Indirect Cost Rate: 24.34% (NICRA rates apply)
CFDA Number and Name: 10.698 State and Private Forestry Cooperative Fire Assistance
FFATA Reportable: No
Research and Development (R&D): No

The TNC representatives for this project are:
Jeffrey Lougee for Project Manager/Technical Direction:
 Director of Stewardship & Ecological Management
 PO Box 310, North Conway, NH 03860
jlougee@tnc.org
 (603) 224-5853

Jennifer Akin TNC's Grants Specialist for
 financial/administrative matters:
 Grants Specialist
 601 N. University Ave, Little Rock, AR 72205
jennifer.akin@tnc.org
 (501) 614-5079

The Awardee's representatives for this project are:
Sabrina Stanwood for Project Manager/Technical
 Direction:
 Administrator
 New Hampshire Natural Heritage Bureau
 Division of Forest and Lands – DNCR
 172 Pembroke Road, Concord, NH 03301
 (603) 271-2214
Sabrina.stanwood@dnrc.nh.gov

 Carol Anderson for financial/administrative matters:
 Accounting Manager – Office of the Administration
 State of New Hampshire
 Department of Natural & Cultural Resources
 172 Pembroke Road, Concord, NH 03301
 (603) 271 – 2313
Carolinda.Andersen@dnrc.nh.gov

This Subaward (the "Agreement") is being entered into by and between TNC and the Awardee, each of which is sometimes referred to in this Agreement as a "Party", in order for Awardee to develop a statewide map of fire-dependent ecosystems (the "Project") and agree as follows:

1. **Background and Prime Award.** TNC and the U.S. Forest Service ("Prime Funder") entered into a grant agreement under which Prime Funder has made an award to TNC (the "Prime Award"). Under the terms of this Agreement, TNC subawards funds to Awardee for use in carrying out the Project. Although the funds to be provided to Awardee under this Agreement (the "Subaward Funds") will come ultimately from Prime Funder, Awardee acknowledges that Prime Funder is not a Party to this Agreement, and shall have no obligations directly to Awardee under this Agreement. Notwithstanding the above, Awardee shall be subject to and shall comply with the terms and conditions contained in the Prime Award which are applicable to the Awardee, which are attached hereto as Attachment E and incorporated herein by reference.

2. **Subaward Term.** The term of this Agreement (the "Subaward Term") shall begin on 5/20/2020 (the "Start Date") and shall expire on 5/31/2022 (the "Expiration Date"), unless the Subaward Term is extended or earlier terminated in accordance with this Agreement.

Unless otherwise stated, expenditures for costs incurred prior to the start date or after the expiration date will be disallowed.

3. **Subaward Amount and Budget.** TNC hereby subawards funds to Awardee, as follows:

(a) Awardee shall receive an amount not to exceed \$19,910, to be paid out of the funds provided to TNC under the Prime Award, and to be disbursed in accordance with the budget which is attached hereto as Attachment A (the "Budget"), which is incorporated herein by this reference. TNC shall not be obligated to pay Awardee for any amounts not shown in the Budget.

(b) Notwithstanding the above, the Awardee is authorized to reallocate funds between direct cost categories up to 10% of the total approved budget. Revisions in excess of this limit require prior written approval from TNC. TNC's Project Manager and Grants Specialist for the Subaward must be informed in writing of all reallocations.

(c) As reflected in the Budget, Awardee shall also provide a total of \$19,910 in cash or in-kind match for the Project.

(d) TNC shall have no obligation to disburse funds to Awardee under this Agreement, except to the extent that funds are actually disbursed to TNC under the Prime Award.

(e) None of the Subaward Funds may be used as match to other U.S. Federal awards.

(f) Any Subaward Funds not used during the Subaward Term shall be returned to TNC no later than 30 calendar days after the final financial report is submitted.

4. **Scope of Work.** Awardee shall work on the Project as described in the scope of work which is attached hereto as Attachment B.

5. **Reports.** Awardee shall immediately notify TNC of any financial or programmatic deviations from the scope of work set out in Attachment B. Awardee shall submit financial report(s) and performance report(s) as follows according to the Reporting Due Dates chart below:

REPORTING DUE DATES	
Interim Performance Reports	Due 01/31/21, covering the period 05/20/20 – 12/31/20 Due 01/31/22, covering the period 01/01/21 – 12/31/21
Final Performance Report	Due not later than 6/30/22, covering the entire Subaward Term
Interim Financial Reports/Invoices	Due 01/31/21, covering the period 05/20/20 – 12/31/20 Due 01/31/22, covering the period 01/01/21 – 12/31/21
Final Financial Report/Final Invoice	Due not later than 07/31/22, covering the entire Subaward Term

Reports shall include:

- (a) Interim Performance Reports to describe activities conducted for the reporting period using the Performance Report Form provided electronically as **Attachment C**. The Interim Performance Reports shall include, at a minimum:
 - Narrative description of work completed during the reporting period.
 - Problems, delays, or adverse conditions that could materially impair meeting the objectives or timelines of the scope of work.
 - Favorable developments or alternatives that could result in meeting the objectives sooner or at less cost than anticipated.
- (b) Final Performance Report to describe the final outcome of the accomplishments using the Final Performance Report Form provided electronically as **Attachment C**.
- (c) Interim Financial Reports/Invoices on Funds Expended: Awardee shall use the report format provided electronically as **Attachment D**.
- (d) Final Financial Report using report provided as **Attachment D** and marked as final must be so designated.

All Performance Reports and supporting materials shall be submitted to TNC's Project Manager and Grants Specialist at the email addresses specified above.

All Financial Reports shall be signed by the Awardee's Project Manager and Financial Representative and submitted to TNC's Project Manager and Grants Specialist at the email addresses above.

6. **Disbursements and Accounting**. The Awardee shall separately account for payments received under this Subaward in its accounting records. Disbursements shall be made to Awardee no more frequently than quarterly, based upon receipt of a complete and accurate Financial Report for the applicable period, **Attachment D** Awardee Financial Report and/or Awardee's standard invoice format. Payments will be sent to Awardee in the form of a check payable to Awardee. A completed W-9 must be submitted with the first request for payment to Awardee. Failure to provide information required by this Agreement may delay payment. Approval of any advance payment shall be made at the sole discretion of TNC.

7. **Award Administration**.

The Awardee agrees to comply with the following provisions:

Both 2 CFR 200 ("Uniform Guidance") and the Prime Funder's adoption and supplementation in 2 CFR Part 400 are hereby incorporated by reference.

8. **Procurement Procedures**. Awardee shall use its own documented procurement procedures for the purchase of goods and services which must reflect applicable Country, State and/or local laws and regulations unless such procurement procedures conflict with the Uniform Guidance or the Prime Funder's implementation thereof, in which case Awardee shall follow the applicable Uniform Guidance or Prime Funder implementation requirements.

9. **Title to and Use of Equipment and Supplies**. Except as otherwise provided in the Prime Award, title to any equipment and/or supplies purchased with Subaward Funds shall be held in the name of Awardee subject to the following: (a) TNC shall have a free, irrevocable license to use such equipment and/or supplies during the Subaward Term; and (b) the Prime Funder shall have a free, irrevocable license to use such equipment and/or supplies in accordance with the Prime Award or applicable law. The ultimate disposition of all such equipment and supplies shall be governed by the terms of the Prime Award and other applicable laws. Awardee shall work with TNC's Grant Specialist to determine appropriate disposition.

10. **Title to and Use of Work Products and Data**. Except to the extent otherwise provided in the Prime Award, title to any and all work product, including but not limited to reports, samples of any kind, studies, photographs, drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and any other items created, produced, or developed by Awardee using Subaward Funds, whether or not such work product constitutes intellectual property (collectively, along with all supporting data and material, the "Work Product") shall vest in Awardee. Awardee hereby grants to TNC and to Prime Funder an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate, sublicense or distribute all or any portion of the Work Product as TNC or the

Prime Funder may deem appropriate from time to time in furthering their missions. Neither TNC nor Prime Funder shall be required to notify Awardee or obtain any form of permission or consent from Awardee to use the Work Product in accordance with this section. Awardee shall provide TNC with complete copies of the Work Product. Upon request by TNC, Awardee shall provide each Prime Funder with complete copies of the Work Product.

11. **Accounts, Audits and Records.** Awardee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired using Subaward Funds (collectively "Records") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. Unless such period is extended by TNC, the Records shall be maintained for a period of three years after the Final Financial Report is submitted by TNC to the Prime Funder, except that if applicable, Awardee shall maintain all Records for equipment purchased with Subaward Funds for three years after the final disposition of such equipment. Awardee shall provide timely and unrestricted access to its books and accounts, files and other Records with respect to the Project for inspection, review and audit by TNC and each Prime Funder, and their authorized representatives. Upon inspection, review or audit, if TNC disallows any costs claimed by Awardee related to this Agreement, Awardee shall be responsible for reimbursing TNC for any of those costs related to the work Awardee has performed.

If Awardee has a single audit performed in accordance with Uniform Guidance, the Awardee must electronically submit (within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period) to the Federal Audit Clearinghouse (FAC) the data collection form and the reporting package. The collection form must be obtained from the FAC webpage. The reporting package must include the Financial Statements and Schedule of Expenditures of Federal awards, the summary schedule of prior audit findings, the auditors reports and a corrective action plan. If Awardee does not submit the form and package within the required timeframe, TNC will perform additional monitoring of the award.

12. **Announcements and Acknowledgments.** All public announcements or news stories, concerning the Project which Awardee may wish to release shall be subject to the prior approval of TNC, and shall (if TNC so requires) indicate the participation of TNC and the Prime Funder(s) in the funding of the Project.

In the event Awardee mentions the Project in any publications, scholarly articles, symposia, trade association events or other similar communications, Awardee agrees to acknowledge the support of TNC and each Prime Funder for the Project, as follows:

"This project was made possible through support provided by the USDA, Forest Service and The Nature Conservancy, under the terms of Agreement # 19-DG-11420000-205. The content and opinions expressed herein are those of the author(s) and do not necessarily reflect the position or the policy of such agency or The Nature Conservancy, and no official endorsement should be inferred."

13. **Liability and Indemnification.** The work done by or for Awardee using the Subaward Funds shall be performed entirely at the risk of Awardee. Awardee shall be solely responsible for, and for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work.

14. **Insurance.** Throughout the Agreement Term, Awardee shall maintain the following insurance policies:

(1) **Liability Insurance.** Comprehensive commercial general liability insurance for all of its activities and those of its agents and employees, applying to personal injury, bodily injury, and property damage, and including broad form contractual liability coverage, with a combined single limit of liability of not less than \$2,000,000, which shall include coverage for contractual liability coverage specifically covering this Agreement.

(2) **Worker's Compensation Insurance.** Worker's compensation insurance for all of Awardee's employees, in compliance with all applicable laws.

(3) **Vehicle Liability Insurance.** Comprehensive vehicle liability insurance for owned, non-owned, and hired vehicles, applying to personal injury, bodily injury and property damage, with a combined single limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.

Upon request, Awardee shall name TNC and Prime Funder as an additional insured. Awardee shall also provide TNC and each Prime Funder with thirty (30) days written notice prior to cancellation, termination, alteration, or material change to such policy and shall provide TNC and Prime Funder assurances as to the timely acquisition of replacement insurance.

15. **Non-Discrimination.** Awardee agrees to abide by U.S. laws with regard to non-discrimination against U.S. citizens or legal residents employed using Subaward Funds.

16. **Compliance with Applicable Laws, Jurisdiction and Venue** Awardee agrees that it will use the Subaward Funds in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to the USA Patriot Act of 2001 and Executive Order 13224. Additionally, the Awardee represents, warrants, and agrees that, in connection with the transactions contemplated by this Agreement: (a) the Awardee can lawfully work in the United States; (b) the Awardee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Award) any permits or licenses required for the Awardee's services under this Agreement; and (c) the Awardee shall comply with all U.S. federal, state and local statutes, laws, executive orders, and other governmental requirements of the state(s) in which the activities under this Agreement are performed (and the state in which the TNC Business Unit set forth on the first page of this agreement is located, if different), and any other U.S. jurisdiction(s) in which the Awardee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes (in each case, an "Applicable Law"). The Awardee shall not take any actions that might cause TNC to be in violation of any of such Applicable Laws. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Agreement, the Parties agree that litigation shall be conducted in a state court in the State of New Hampshire with subject matter jurisdiction. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity, which immunity is hereby reserved to Awardee.

17. **Mandatory Disclosures**

Awardee must disclose in a timely manner in writing to TNC all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement.

Disclosures must be sent to:

The Nature Conservancy's Ethics and Compliance Office by e-mailing compliance@tnc.org or by contacting the Conservancy's Chief Ethics & Compliance Officer:

The Nature Conservancy

Attention: Chief Ethics & Compliance Officer

4245 N. Fairfax Drive

Arlington, VA 22203

18. **Miscellaneous Provisions.**

(a) **Use of Names/Logos.** Neither Party shall use the name or logo of the other Party or of any Prime Funder in any way without prior written consent from the owner of that name or logo.

(b) **Assignment.** None of the rights or obligations of Awardee under this Agreement may be assigned or delegated by Awardee in whole or in part without the prior written consent of TNC. Except to the extent set forth in the approved scope of work and the Budget, Awardee may not subcontract or subaward any portion of the Project without the prior written consent of TNC. If subcontracting/subawarding is permitted, Awardee shall consult with the TNC Grants Specialist listed above in this Agreement to determine which provisions of this Agreement and/or the Prime Award, must be included in the subcontract/subaward, and the proper method of their inclusion.

(c) **Termination.**

This Agreement may be terminated prior to the expiration of the Subaward Term under the following conditions:

- (1) If the Prime Funder terminates the Prime Award, this Agreement shall be terminated automatically as of the termination date of the Prime Award. TNC shall immediately notify Awardee of such termination.
- (2) TNC shall have the right to terminate this Agreement without cause by giving Awardee 30 days' written notice.
- (3) If, in the judgment of TNC, Awardee defaults in performance of any of its obligations under this Agreement, whether for circumstances within or beyond the control of Awardee, TNC may immediately terminate this Agreement by written notice to Awardee.

In the event of any early termination of this Agreement, Awardee shall take all necessary action to cancel outstanding commitments relating to the work which was to be paid from Subaward Funds. If TNC terminates this Agreement as the result of Awardee's breach of this Agreement, TNC may recover damages resulting from such breach and/or the termination of this Agreement. Subject to receiving payment from Prime Funder, TNC shall pay any obligations which were reasonably incurred by Awardee in accordance with this Agreement prior to the effective date of termination; however, TNC may offset any damages incurred against such payment.

(d) No Agency. No legal partnership or agency is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party, and neither Party shall be bound by any acts, representations, or conduct of the other Party.

(e) Notices. All notices and demands of any kind which may be required in connection with this Agreement shall be in writing, and shall be served personally, by registered or certified mail, return receipt requested or by electronic mail with "read receipt" to the representatives of each Party noted on Page 1 of this Subaward (except for notices required under Section 20. If the names, titles, or addresses of such representatives change for any reason, each Party shall notify the other immediately of such change and provide updated contact information.

(f) Due Diligence TNC may request copies of documents to ensure that Awardee meets TNC's criteria for this Agreement and that Awardee meets appropriate standards of capacity and financial accountability.

(g) Agreement. The terms of this Agreement, including any attachments hereto, are intended by the Parties as a final expression of their agreement and constitute the complete and exclusive statement of its terms. This Agreement may not be modified, amended or otherwise changed in any manner, except by a written amendment executed by all of the parties hereto, or their successors in interest. This Agreement may be executed in multiple counterparts, and each executed counterpart of this Agreement shall be deemed an original for all purposes. Electronic signatures, digital signatures, fax signatures, and scanned signatures are acceptable for this Agreement in compliance with the Uniform Electronic Transactions Act (UETA).

(h) Precedence. In the event of any contradiction between or among the terms of this Agreement, the Prime Award, or any applicable law, the contradiction shall be resolved by giving precedence to the terms of the following, in the following order:

- (1) The applicable law, including Uniform Guidance
- (2) The Prime Funder's implementation of the Uniform Guidance at 2 CFR Part 400 ;
- (3) The Prime Award;
- (4) This Agreement.

19. Closeout: Awardee will be notified and instructed by TNC if they must complete any additional forms for closeout of this Subaward.

In witness whereof, the undersigned have executed this Agreement as of the date first above written.

The Nature Conservancy,
a District of Columbia non-profit corporation

By: Jeffrey Lougee
(signature)

Name: Jeffrey Lougee

Title: Director of Stewardship & Ecol. Management

Date: 5/28/2020

State of New Hampshire
Dept. of Natural & Cultural Resources

By: Sarah L. Stewart
(signature)

Name: Sarah L. Stewart

Title: Commissioner

Date: 5/28/2020

List of Attachments

- Attachment A: Budget
- Attachment B: Scope of Work
- Attachment C: Performance Report Format
- Attachment D: Approved Financial Reporting Form
- Attachment E: Prime Award Provisions
- Attachment F: Form AD-1048

Alternative/Optional Language Library for Subawards with Specific Situations

Landowner Agreements. If implementation of the Project requires Awardee to perform work on land not owned or controlled by Awardee, Awardee shall obtain the requisite approvals from the affected parties and, upon request by TNC, furnish copies of all such agreements to TNC. In certain circumstances, a landowner may not be the proper party to grant permission to perform the work. For the purposes of this Section, "landowner" shall mean any party with proper authority to grant permission to perform the work contemplated by this Agreement. Such agreements shall include (but are not limited to):

- Landowner's certification that they own the land where the work will be carried out;
- Landowner's agreement to allow Awardee to carry out the work, or the applicable portion of the work, on the Landowner's property;
- Landowner's agreement to allow maintenance of the work over a time period consistent with the Project application;
- Landowner's agreement to allow TNC and its representatives access to the site where the work is being carried out for inspection and evaluation;
- Landowner's agreement to allow the contractor(s) engaged by TNC access to site in order to take pictures of Project work for use in marketing materials;
- Landowner's acknowledgment that information relating to the Project may be used by TNC and Prime Funder and will be public information;
- Landowner's signature acknowledging that they have read this Agreement.
- Landowner's agreement to release TNC and the Prime Funder(s) from liability for work performed as part of the Project.

Attachment A
Budget

Expenditures	Subaward Funds	Match
Personnel	\$ 18,497	\$ 11,267
Fringe Benefits	1,413	6,093
Travel	0	350
Supplies	0	2,200
Total Direct Costs	\$ 19,910	\$ 19,910
Indirect Costs	0	0
TOTAL PROJECT COSTS	\$ 19,910	\$ 19,910

Attachment B
Scope of Work

NH FIRE-DEPEND ECOSYSTEMS MAP

- TNC's Terrestrial Habitat Map for the Northeastern US and Atlantic Canada (or the LANDFIRE NVC Group map) will be prepared and used to create a distinct map of fire-dependent ecosystems in NH.
- TNC's Terrestrial Habitat Types (or LANDFIRE NVC Group types) will be cross-walked to NHB system types.
- Ground-truthing will be completed for up to 5 examples of each of the approximately 10 fire dependent system types with follow up sampling as needed to improve the accuracy of the data. Existing data will substitute for ground-truthing where appropriate (i.e., when using existing data provides the same end result). Landowner research and contact will be conducted if ground-truthing is proposed on private lands.
- The final spatial system or group dataset will be attributed with information about known fire return intervals, typical species composition, and diagnostic natural communities.

Attachment C
Performance Report Format

Subaward Number:

Reporting Period Covered:

Project Manager:

This report can be as brief as one page as long as you can provide the requested information. Please include the following information:

- Compare actual accomplishments to the objectives;
- Set out the reasons why goals were not met, if appropriate;
- Analyze and explain cost overruns or high unit costs; and
- Provide information of significant developments

The items listed below should be addressed as appropriate:

1. What work was accomplished for this reporting period? Report should quantify results as measurable products, i.e. numbers, acres, contacts, improvements in water quality, habitat, etc.
2. If a problem was encountered, what action was taken to correct it?
3. What work is projected for the new reporting period?
4. Is the project work on schedule?
5. Does the project funding rate support the work progress? Report as percent spent of budgeted amounts.
6. Is there a change in principal investigator?
7. Will the project take longer than the approved project period? If so, have you formally requested an amendment in writing?

Please reference the Subaward project number on your report and on all correspondence.

**Attachment D
Approved Financial Reporting Form**

ATTACHMENT D - FINANCIAL REPORT

NAME OF ORGANIZATION: **MN Department of Natural and Cultural** COUNTRY: **USA**
 PROJECT NAME: **MN Fire Dependent Communities Map** SITE: **New Hampshire**
 REPORT PERIOD: SUBAWARD#: **TNO-DNCR WRR-342020**

Prior period adjustments require a detailed explanation in the notes section provided below.
 Fill in the yellow shaded areas only.

TNC-FUNDED EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expense (B)	Prior Period Adjustments (C)	Current Period Expense (D)	TOTAL LOP Expense to Date (E=B+C+D)	Balance (F=A-E)
A. PERSONNEL	19,497.00				-	19,497.00
B. FRINGE BENEFITS	1,412.00				-	1,412.00
C. TRAVEL	-				-	-
D. EQUIPMENT	-				-	-
E. SUPPLIES	-				-	-
F. CONTRACTUAL	-				-	-
G. CONSTRUCTION	-				-	-
H. OTHER	-				-	-
I. TOTAL DIRECT COSTS	19,910.00				-	19,910.00
J. INDIRECT COSTS	-				-	-
K. TOTALS	19,910.00				-	19,910.00
PERCENTAGE OF BUDGET SPENT					0%	

MATCH EXPENSES						
CATEGORIES	Budget (A)	Prior Period Expense (B)	Prior Period Adjustments (C)	Current Period Expense (D)	TOTAL LOP Expense to Date (E=B+C+D)	Balance (F=A-E)
A. PERSONNEL	11,267.00				-	11,267.00
B. FRINGE BENEFITS	5,973.00				-	5,973.00
C. TRAVEL	259.00				-	259.00
D. EQUIPMENT	-				-	-
E. SUPPLIES	2,209.00				-	2,209.00
F. CONTRACTUAL	-				-	-
G. CONSTRUCTION	-				-	-
H. OTHER	-				-	-
I. TOTAL DIRECT COSTS	19,910.00				-	19,910.00
J. INDIRECT COSTS	-				-	-
K. TOTALS	19,910.00				-	19,910.00

PROJECT TOTALS	39,820.00					39,820.00
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OTHER SOURCES OF INCOME			
	Prior Period LOP INCOME (A)	Current Period INCOME (B)	TOTAL LOP INCOME (C=A+B)
GROSS PROGRAM INCOME			-
INTEREST			-
TOTAL	0.00	0.00	0.00

Explanation of Prior Period Adjustments:

NAME AND TITLE - PROJECT COORDINATOR

NAME AND TITLE - FINANCE DIRECTOR

SIGNATURE - PROJECT COORDINATOR

SIGNATURE - FINANCE DIRECTOR

DATE OF SIGNATURE

DATE OF SIGNATURE

Note: LOP means Life of Project.

SOURCE AND USE OF FUNDS

NH Department of Natural and Cultural Resources
 NAME OF ORGANIZATION: **Cultural Resources** COUNTRY: **USA**
 PROJECT NAME: **NH Fire Dependent Communities Map** SITE: **New Hampshire**
 REPORT PERIOD: **0** SUBAWARD #: **TNC-DNCR WRR-342020**

Fill in the yellow shaded areas only.

	LINE	Prior Period Expenses	Current Expenses	Cumulative
TOTAL EXPENSES	1	-	-	-
TNC SHARE OF EXPENSES	2	-	-	-
SUBAWARDEE SHARE OF EXPENSES (MATCH)	3	-	-	-
TOTAL TNC FUNDS RECEIVED TO DATE	4			
REQUESTED TNC FUNDS (Line 2 - Line 4)	5			

NAME AND TITLE - PROJECT COORDINATOR

NAME AND TITLE - FINANCE DIRECTOR

SIGNATURE - PROJECT COORDINATOR

SIGNATURE - FINANCE DIRECTOR

DATE OF SIGNATURE

DATE OF SIGNATURE

Note: An Excel spreadsheet will be provided for the Financial Report

Attachment E:
Prime Award Provisions for TNC Subawards

Laws, Regulations, Orders

Awardee must comply with the following laws, regulations and/or orders, and terms and conditions from the Federal Award under which this Subaward is being funded. For purposes of this Attachment, the term "Recipient" shall be deemed to refer to Awardee and any Awardee sub-awards and subcontractor(s). Awardee agrees to include this Attachment in all sub-awards and subcontracts (if applicable).

Awardee must comply with the following laws, regulations and/or orders:

1. OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400.
2. Any sub-award must follow the regulations found in 2 CFR 200.330 through .332.

Warranties, Assurances, Certifications

1. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.
3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
 - a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

2. ELIGIBLE WORKERS. TNC shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). TNC shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

3. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Subject to the prior approval, Awardee shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

4. COPYRIGHTING. TNC is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub-awards, subawards or subcontracts.

This provision includes:

- The copyright in any work developed by TNC under this award.
- Any right of copyright to which TNC purchase(s) ownership with any federal contributions.

5. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. TNC shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)


6. DEBARMENT AND SUSPENSION. TNC shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should TNC or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Completed forms must be kept on file with the primary recipient.

Attachment F
AD-1048

This form is available electronically.

OMB Control No. 0505-0027
Expiration Date: 04/30/2022

 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion AD-1048**
Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal, civil, fraud, privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.escr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.escr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Note: Form Instructions will be provided electronically.