



New Hampshire Fish and Game Department

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Glenn Normandeau
Executive Director

August 10, 2020

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 (NHFGD) to accept and expend five thousand four hundred eighty-five dollars from the US Fish and Wildlife Service for the purpose of funding small grants to schools through the Schoolyard Wildlife Action Grants program effective upon Governor and Council approval through June 30, 2021. 100% Federal Funds.

Funds to be budgeted in Fiscal Year 2021 in the following account:

03 75 75 751020 21240000 Public Information & Conservation Education-Wildlife Conservation Ed.

020-07500-21240000 Wildlife Conservation Education - FY 2021

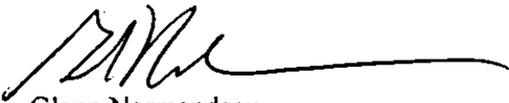
<u>Class- Account</u>		<u>Current Budget</u>	<u>Change</u>	<u>Revised Budget</u>
010-500100	PERSONAL SERVICES - PERMANANT	\$67,749	\$0	\$67,749
020-500200	CURRENT EXPENSES	2,000	0	2,000
041-500801	AUDIT FUND SET ASIDE	25	5	30
060-500602	BENEFITS	34,086	0	34,086
072-500577	GRANTS-FEDERAL	0	5,480	5,480
	TOTAL EXPENSES	\$103,860	\$5,485	\$109,345
<u>Source of Funds</u>				
000-404282	FEDERAL FUNDS	24,459	5,485	29,944
	FISH AND GAME FUNDS	79,401	0	79,401
	Total Revenues	\$103,860	\$5,485	\$ 109,345

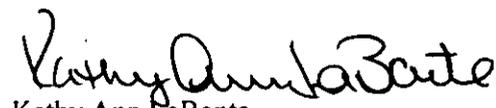
EXPLANATION

This partnership also provides technical support to the schools on project design, plantings and teacher support to create wildlife habitat for pollinators, birds and other wildlife. These projects provide students with hands on nature and science-based learning and Citizen Science opportunities.

Funds are being budgeted in class 072 as all of the grants will be paid to the schools from this class. In the event that Federal Funds become no longer available, Fish and Game Funds will not be requested to support this program.

Sincerely,


Glenn Normandeau
Executive Director


Kathy Ann LaBonte
Chief, Business Division



United States Department of the Interior



FISH AND WILDLIFE SERVICE
Wildlife and Sport Fish Restoration Program
Financial Assistance Support and Oversight
Operations Branch
Falls Church, VA 22041

In Reply Refer To:
FWS/AWSR/FASO/FAO

March 4, 2020

Randy Curtis, Federal Aid Administrator
New Hampshire Fish and Game Department
11 Hazen Drive
Concord, New Hampshire 03301-6500

DUNS: 808590863

Subject: Notice of Cooperative Agreement Award Number F20AC00201

Dear Mr. Curtis:

Your organization's application for Federal financial assistance, titled "Schoolyard Habitat 19," submitted to the U.S. Fish and Wildlife Service (Service)'s CFDA Program 15.631 is approved. This award is made under the authority of the Fish and Wildlife Act of 1956, 16 U.S.C. 742a-742j and the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-667(e). For a complete list of this program's authorizing legislation, go to <https://beta.sam.gov> and search by the CFDA Program number. This award is made based on approval of your organization's proposal, signed on December 31, 2019, hereby incorporated by reference into this award.

Funds under this award are to be used to support the New Hampshire Fish and Game Department, sub-consultants, and contractors, to plan and implement schoolyard habitat projects and promote the Service's Northeast Region Priority Connecting People to Nature. The objective of the project is to assist teachers in New Hampshire to design programs tailored to their curriculum and schoolyard to inspire school age children to play, learn, serve, and work outdoors. Funding from this award will be combined with other existing funds to continue New Hampshire Fish and Game Department's educational program to assist in the implementation of schoolyard habitat projects in New Hampshire.

The Service will be substantially involved in the project. As part of a technical team, Service staff will work closely with the New Hampshire Fish and Game Department and several other project partners to

promote and implement the Schoolyard Habitat Programs and Connecting People to Nature.

The Service's responsibilities include technical assistance with restoration site designs and implementation, review of construction operations during restoration, assistance with permitting, monitoring habitat restoration construction actions, and providing general guidance and technical assistance to the New Hampshire Fish and Game Department and other project partners as they implement their responsibilities under this Cooperative Agreement. In particular, the Service will be responsible for 1) reviewing and securing documents to ensure that the project permits and design will meet project objectives and the requirements for compliance under the National Environmental Policy Act, Section 7 of the Endangered Species Act, and Section 106 of the National Historic Preservation Act prior to approving implementation of any project; 2) technical support in review and selection of contractors for the construction, construction oversight, and cultural resource monitoring; 3) assessing scopes of work and prioritizing project activities; 4) providing technical support during public meetings to inform stakeholders of project activities; and 5) receiving feedback from the local community.

The New Hampshire Fish and Game Department's responsibilities include conservation and education project management, contracting services with consultants and contractors, development of programs, outreach events, youth camps, teaching services, and training and care of animals.

Terms of Acceptance: Service grant and cooperative agreement awards are made based on the application submitted to and approved by the Service, and are subject to the terms and conditions incorporated into the Notice of Award either by direct citation or by reference to Federal regulations; program legislation or regulation; and special award terms and conditions. Recipients indicate their acceptance of an award by starting work, drawing down funds, or accepting the award via electronic means. Recipient acceptance of an award from the Service carries with it the responsibility to be aware of and comply with all terms and conditions applicable to the award. The Federal regulations applicable to Service recipients and their subrecipients and contractors are listed by recipient type in the Service's Financial Assistance Award Terms and Conditions. The "Department of the Interior (DOI) Award Provisions" attached to this Notice of Award also apply (Attachment A). If you do not have access to the internet and require a printed copy of the award terms and conditions, contact the Service Project Officer identified in the Project Contacts section.

The Recipient can initiate termination of the award by sending written notice to the Service Project Officer stating the reasons for termination, the effective date, and in the case of partial termination, the portion to be terminated. For applicable award termination regulations and procedures, see 2 CFR 200.339.

Performance Period: The performance period of this award is the signature date on this letter through June 30, 2022. Only allowable costs resulting from obligations incurred during the performance period may be charged to this award. Liquidate all obligations incurred under the award no later than 90 calendar days after the end of the performance period, unless the Service approves a final financial reporting period extension (see Reporting Requirements section below). If you need more time to complete project activities, you must submit a written request to the Service Project Officer before the end of the stated performance period (see Project/Program Plan and Budget Revisions section below).

This award is funded as follows:

	<u>This Obligation</u>	<u>Previous Obligation</u>	<u>Award Total</u>
Service	\$22,000.00		\$22,000.00

The total funding contributed by the Service for this phase of the project is \$22,000, with additional funds, pending the availability of future funding, for a second phase of the project.

Indirect Costs: The New Hampshire Fish and Game Department is a U.S. state government entity, which receives less than \$35 million in direct Federal funding. Your organization has a DOI approved rate of 18.56 percent with an allocation base of total direct wage and fringe benefits. The New Hampshire Fish and Game Department uses a fixed rate negotiated annually. Actual indirect costs will be determined using the rate effective at the time costs are incurred.

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

Equipment: Equipment purchased under this award vest with the Recipient as a conditional title subject to the conditions of 2 CFR 200.313. For more information on equipment requirements, see [Equipment Acquisition, Use and Disposition](#) on the Service's Financial Assistance Wiki.

Special Conditions and Provisions: Recipients of Federal Assistance awards are responsible for ensuring that all project activities comply with the requirements of the National Environmental Policy Act, Section 7 of the Endangered Species Act, and Section 106 of the National Historic Preservation Act. Recipients may not begin work on this project until the submission and approval of site-specific compliance documentation. Other state and local compliance also applies to this award, and is the responsibility of the Recipient. No equipment or non-Federal real property/land will be purchased under this award.

Written and digital publications, including reports, presentations, and outreach and educational materials produced under this award must include a statement acknowledging the Service.

Payments: Your organization has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line of this letter followed by a percent sign (%). Refer to the ASAP.gov help menu for detailed instructions on requesting payments in ASAP.

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

Report:	Report Period:	Report Due Date:
(Interim financial & performance)	(Date of Award Letter – March 31, 2021)	(April 30, 2021)
(Interim financial & performance)	(April 1, 2021 – March 31, 2022)	(April 30, 2022)
(Final financial & performance)	(April 1, 2022 – June 30, 2022)	(September 30, 2022)

Recipients must use the Standard Form (SF) 425, *Federal Financial Report* form for all financial reporting. A final SF-425, *Federal Financial Report* is required within 90 calendar days of the end date of the award. This form is available online at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>. For assistance completing the SF-425, watch the instructional video Completing the Federal Financial Report (SF-425) available on the Service’s Financial Assistance Wiki.

Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the award number provided in the subject line of this letter on all reports.

Financial and performance reporting due dates may be extended upon receipt of a written request addressed to the Service Project Officer identifying the type of report to be extended, the requested revised due date, and a justification for the extension. The Service Project Officer may approve an additional extension if justified by a catastrophe that significantly impairs the Recipient’s operations. Requests for reporting due date extensions must be received by the Service Project Officer before the original reporting due date.

For additional information regarding financial and performance reporting requirements and sanctions for noncompliance, see Service Policy 516 FW 1, Monitoring Financial and Performance Reporting for Financial Assistance.

Significant Developments Reports (see 2 CFR 200.328(d)): Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the Recipient is required to notify the Service in writing as soon as the Recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The Recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Conflict of Interest Disclosures: Recipients are responsible for notifying the Service Project Officer in writing of any conflicts of interest that arise during the life of this award, including those reported to them by any subrecipient under the award. Conflicts of interest include any relationship or matter that might place the Recipient, including their employees and subrecipients, in a position of conflict, real or

apparent, between their responsibilities under the award and any other outside interests. Conflicts of interest include direct or indirect financial interests; close personal relationships; positions of trust in outside organizations; consideration of future employment arrangements with a different organization; and decision-making authority related to the proposed project. Conflicts of interest are those circumstances real or perceived that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient, or the Recipient's employees or subrecipients, in matters pertaining to the award. Recipients must notify the Service in writing if any employees, including subrecipient and contractor personnel, are related to, married to, or have a close personal relationship with any Federal employee within the Federal program issuing this award. The term employee means any individual engaged in the performance of work under the Federal award. Recipients may not have a former Federal employee as a key project official, or in any other substantial role related to their award, whose participation puts them out of compliance with the legal authorities addressing post-Government employment restrictions. See the U.S. Office of Government Ethics website at <https://oge.gov/> for more information on these restrictions. The Service will examine each conflict of interest disclosure based on its particular facts and the nature of the project and will determine if a significant potential conflict exists. If it does, the Service will work with the Recipient to determine an appropriate resolution. Failure to disclose and resolve conflicts of interest in a manner that satisfies the Service may result in any of the remedies described in 2 CFR 200.338 Remedies for Noncompliance, including termination of this award.

Other Mandatory Disclosures: Recipients of Federal awards must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that receive a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 Remedies for Noncompliance, including suspension or debarment.

Other Reports or Deliverables: All interim and final performance reports must be sent to the Service Project Officer. In addition, copies of all local, state, and Federal permit documents must be sent to the Service Project Officer for review and to maintain in the project files.

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

Period of Performance Extensions: If additional time is needed to complete the approved project, you must send written notice to the Service Project Officer. This notice must be received by the Service Project Officer at least 60 calendar days before the authorized performance period end date, and must include supporting reasons and a revised end date. Extensions of time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

All financial and performance reports must be sent to the Service Project Officer identified below.

Project Contacts:

The Service Project Officer for this award is:	The Recipient Project Officer for this award is:
Thaddeus Kendziora Fish and Wildlife Biologist U.S. Fish and Wildlife Service New England Field Office 70 Commercial Street, Suite 300 Concord, NH 03278 Ph: 603-223-2541 Ted_kendziora@fws.gov	Randy Curtis Federal Aid Administrator New Hampshire Fish and Game Department 11 Hazen Drive Concord, NH 03303-6500 Ph: 603-271-3511 Randy.curtis@wildlife.nh.gov

All other terms and conditions, not listed herein, remain unchanged and in effect.

Please contact Thaddeus Kendziora with any questions. Please include the assigned Service award number in all written communications.

Sincerely,

**TERESA
CRAIN**

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TERESA CRAIN
Date: 2020.03.04
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Teresa E. Crain
Grants Management Specialist
Operations Branch, Division of Financial Assistance
Support and Oversight
Wildlife and Sport Fish Restoration Program
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