



New Hampshire Fish and Game Department

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Glenn Normandeau
Executive Director

November 15, 2016

Her Excellency, Governor Margaret Wood Hassan
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 Antioch University New England (vendor code 177687) to implement priority actions for Blanding's turtle and associated species in greatest conservation need, for a total of \$209,583 from the date of Governor and Council approval through December 31, 2019. Funds are 100% Federal.

Funding is available in accounts, Conservation License Plates and Blanding's Turtles as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

03-75-75-751520-2139 WILDLIFE PROGRAM – Conservation License Plate

	<u>FY17</u>
20-07500-21390000-304-500841 Research and Management	\$ 52,392

03-75-75-751520-87070000 WILDLIFE PROGRAM - BLANDINGS TURTLE

	<u>FY18*</u>	<u>FY19*</u>	<u>FY20*</u>
20-07500-87070000-304-500841 Research & Mgmt	\$ 70,322	\$ 59,241	\$ 27,628

*Pending State Budget Approval

EXPLANATION

The NH Fish & Game Department was awarded a nationally competitive grant to the United States Fish & Wildlife Department titled: ADAPTIVE IMPLEMENTATION OF THE REGIONAL CONSERVATION PLAN FOR BLANDING'S TURTLE AND ASSOCIATED WETLAND SGCN IN THE NORTHEAST. Blanding's turtles are state endangered in NH and this grant will allow NH to implement critical conservation actions needed for the species. Also, actions identified in the grant will benefit a large number of other species and habitats, both common and rare. Antioch University New England (AUNE) will be conducting much of the conservation planning components of the project and assisting with implementation of priority actions, as identified in and required by the approved grant.

AUNE was chosen as the sole source vendor to lead this project component because of the experienced staff ready to implement the project. AUNE staff was the primary author of the conservation plan for Blanding's turtles developed under a previous effort. Also, AUNE will be providing \$107,301 of required non-federal match in the form of waived indirect in-kind personnel costs, and through cost sharing from sub-contractors. Therefore, NHFG will be providing 100% federal funds for the contract.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

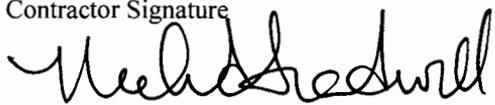
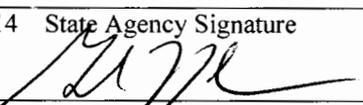
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 ANTIOCH UNIVERSITY dba ANTIOCH UNIVERSITY NEW ENGLAND		1.4 Contractor Address 40 Avon Street, Keene NH 03431	
1.5 Contractor Phone Number 603-283-2101	1.6 Account Number 21390000-304-500841 87070000-304-500841	1.7 Completion Date December 31, 2019	1.8 Price Limitation \$209,583.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Melinda D. Treadwell, PhD Provost	
1.13 Acknowledgement: State of <i>N.H.</i> , County of <i>Cheshire</i> On <i>Nov. 9, 2016</i> , 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]		PATRICIA A. HITCHNER, Notary Public My Commission Expires March 9, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
Date: <i>11/17/2016</i>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>11/22/16</i>			
1.18 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/PRESERVATION.

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, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all 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.

9.3 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.

Contractor Initials WJG
Date 11/9/16

EXHIBIT A

Scope of Services

A. PROJECT TITLE: ADAPTIVE IMPLEMENTATION OF THE REGIONAL CONSERVATION PLAN FOR BLANDING'S TURTLE AND ASSOCIATED WETLAND SGCN IN THE NORTHEAST

B. PROJECT PERIOD: Governor & Executive Council approval through December 31, 2019.

C. OBJECTIVES: To maintain and enhance functional wildlife habitat in Maine, New Hampshire, Massachusetts, New York, and Pennsylvania by applying conservation principles and practices needed to support healthy Blanding's turtle metapopulations, and to adaptively evaluate the effectiveness of, and refine, conservation actions.

D. SCOPE OF WORK:

Antioch University New England (hereafter AUNE) will complete actions identified under Projects I, II, and III in the 'ADAPTIVE IMPLEMENTATION OF THE REGIONAL CONSERVATION PLAN FOR BLANDING'S TURTLE AND ASSOCIATED WETLAND SGCN IN THE NORTHEAST' proposal to the USFWS national competitive State Wildlife Grant Program. AUNE will sub-contract State University of New York (SUNY) and American Turtle Observatory (ATO) to complete actions as described in proposal. Actions summarized below.

PROJECT I: IMPLEMENT CONSERVATION ACTIONS FOR BLANDING'S TURTLE AND ASSOCIATED SGCN

Action 1-1. Complete management plans for 18 additional high priority sites

AUNE, together with ATO, will develop site-specific management plans for the additional 18 high priority sites that do not currently have plans (MA=7, ME = 1, NH = 6, NY = 4, PA = 0). Each plan will include maps with prioritized Blanding's turtle areas delineated and parcels prioritized for protection. Plans will also identify management opportunities that could improve the viability of the Blanding's turtle population at the site, specifically addressing the site-specific challenges to the population that might result due to climate change projections utilizing layers available from the NALCC LCAD project (McGarigal et al. in prep.; <http://northatlanticlcc.org/projects/designing-sustainable-landscapes>). Examples of management opportunities might include, but not be limited to, upgrading a culvert to a bridge or large arched tunnel in order to facilitate movement among habitats, wetland habitat restoration, creation or maintenance of nesting habitat where this habitat component is a limiting factor or where nesting results in turtles leaving core areas and crossing roads, and mitigating road-kill hotspots using signs, speed limit reductions, or other means. The plans will also evaluate the current known status and potential viability of the local population of Blanding's turtles and identify knowledge gaps and research needs at the site. Development of detailed management plans may require AUNE/ATO to visit sites where on the ground knowledge is not available. Other Species of Greatest Conservation Need (SGCN) occurring at sites will be incorporated into the evaluation and development of priority actions. AUNE/ATO will also update the existing 18 management plans with new information, as appropriate based on an adaptive management framework, and submit management plans directly to state project coordinators for review and as a final product.

Timeline: Jan 2017 - Dec 2019.

Action 1-2: No funds for this action

Action 1-3. Nest habitat enhancement at priority sites where nesting habitat is compromised or absent

AUNE will subcontract SUNY to maintain and/or enhance nesting habitat at five sites in NY. SUNY will work with NYSDEC and NHFG on all compliance and permitting issues prior to initiating enhancement projects. AUNE will subcontract with ATO to assist state and site leaders with prioritizing and coordinating nesting enhancement (e.g., at priority sites).

Site specific management plans in the 2014 Northeast Blanding's Turtle Conservation Plan and those that will be developed under Action 1-1 identify priority actions including the need to create and/or enhance nesting habitat for SGCN turtles at key sites. Additional nesting habitat has been called for at sites where there is no known or not sufficient nesting habitat, or where recruitment rates appear low and juveniles represent a low proportion of the population. Nesting habitat enhancement and creation that has been successfully completed elsewhere would be used as a model for future habitat management (e.g., Oxbow NWR, MA; Coles Creek State Park, NY; Dowling et al. 2010). Actions may include opening canopy in or near nesting areas (i.e., felling trees and removal of shrubs), scraping and/or tilling ground to expose soil, and/or creating low, sandy berms, installing barriers to prevent ATV or other vehicle use of the nesting area, or installing electric fences to deter predators. In the long-term, turtle nesting sites created or enhanced through this grant will be monitored for turtle nesting using wildlife agencies' staff and volunteers, and the effects on population parameters will be evaluated as part of the standardized monitoring in Action 2-1. Those projects identified under Action 1-1 but not completed during this grant period would be priorities for future work under NRCS funding (private landowners) or existing state habitat management programs.

Timeline: January 2017- December 2019

Action 1-4. No funds for this action.

Action 1-5. Facilitate land protection within designated priority sites

Permanently conserving large contiguous roadless areas within the Blanding's turtle range is a critical strategy and was identified as a critical need in both the status assessment and the Conservation Plan. As part of the 2014 Conservation Plan, the NEBTWG identified the most critical unprotected parcels in the highest priority sites, totaling \$9 million in land value. Additional unprotected supporting areas in the immediate vicinity of the highest priority sites add a land value of approximately \$23 million. These parcels are not enough to ensure the continued viability of Blanding's turtles throughout the Northeast, and they don't include sites that do not yet have adequate information to prioritize parcels, but they represent a starting point. Due to the high values of land in this region, the protection of even this small fraction of high priority habitat will require collaboration with other agencies and NGOs throughout the region.

To facilitate land protection in critical areas, ATO and AUNE, in consultation with state agency biologists, will work at priority sites together with members of the NEBTWG to provide technical assistance and work closely with NRCS, land protection agencies, and organizations to ensure that priority Blanding's turtle sites identified in the 2014 Conservation Plan are prioritized for protection. This will be done by ensuring that priority areas from the Conservation Area Network are included in each state's WAP, as well as regional (e.g., Open Space Institute) and state funding programs by providing maps and information, conducting one-on-one meetings about particular sites, and presenting to state-level and regional conservation workshops and conferences. Timeline: Spring2017 - Spring 2019

Action 1-6. Road and roadkill mitigation (improve connectivity, reduce roadkill) within / between priority sites

Opportunities for enhancing turtle (and other wildlife) passage under roadways will be evaluated as part of site-specific evaluations (Action 1-8), site-specific management plans (Action 1-1 and those previously developed as part of the 2014 Northeast Blanding's Turtle Conservation Plan), and expert knowledge.

A regional approach for prioritizing high-risk road stretches for Blanding's turtle and other SGCN (e.g., spotted turtles, wood turtles) was developed as part of the 2014 Conservation Plan and under Action 1-6. AUNE, in conjunction with ATO, will refine and distribute the roadkill hotspot database to partners.

AUNE will develop a contract with SUNY to work with landowners, towns, and state and federal transportation agencies to place signs in at least 8 locations. At a subset of road-sign installation locations across the region, road fatalities of all species of SGCN turtles occurring in road segments will be recorded to evaluate effectiveness of signs. Monitoring these road stretches will use a combination of wildlife agencies' staff, personnel from AUNE, ATO, and SUNY, and volunteers (e.g., through MDFW and Massachusetts Department of Transportation's Linking Landscapes for Massachusetts Wildlife program [www.linkinglandscapes.info]).

Timeline: January 2017 – December 2019

Action 1-7. Update, formalize, and distribute best management practices and provide technical assistance to landowners and land managers in implementing.

As part of the 2014 Conservation Plan, the NEBTWG developed best management practices for nest site creation and management, forestry, and recreation (see: www.blandingsturtle.org). Based on feedback from state agencies and other NEBTWG members, AUNE in coordination with ATO will update these documents and create an additional best management practices document for powerline rights-of-way. As time allows, AUNE and ATO will also assist with providing technical assistance to priority landowners at high priority sites.

During the 2014 Conservation Planning process, a website was developed (www.blandingsturtle.org), which included both non-sensitive reports and information for general use and sensitive password protected reports for targeted use. This website provided useful means of disseminating information and providing technical assistance. AUNE and ATO will continue to maintain and enhance this website to provide consistent reporting of data and analysis and to make information available to project and implementation partners. ATO will work with the NEBTWG to determine priority enhancements to the site.

Timeline: January 2017 - Dec. 31, 2019

Action 1-8. Conduct site evaluation at high priority populations that have not already been assessed

While some Blanding's turtle populations are well-understood, many high priority populations in the Northeast are not. In order to effectively reverse population declines, increase recruitment, and minimize anthropogenic mortality at high priority sites, information is needed about key habitat features (e.g., overwintering and nesting habitats), movement patterns (e.g., to identify road crossing areas), and population parameters. Site-specific management plans developed as part of the 2014 Conservation Plan called for site evaluation at these poorly understood sites in order make more informed management decisions and then to evaluate the effectiveness of those management decisions afterward.

AUNE with ATO will utilize radio-telemetry, nest surveys, thread bobbin techniques, and/or other survey means in order to better understand habitat resources and/or movement patterns at a minimum of two key sites. AUNE and ATO will coordinate the development of standardized protocols for radio-telemetry and nest surveys so that data may be collected in a standardized way across the region, allowing for a regional assessment of movement patterns in different landscape contexts, in addition to providing site-specific data. Information collected under this action will inform management activities at key sites and serve as a baseline to evaluate the effectiveness of future management actions.

Timeline: January 2017 – December 2019

PROJECT II: ASSESS EFFECTIVENESS OF ACTIONS THROUGH REGIONAL MONITORING AND ADAPT CONSERVATION STRATEGY

Action 2-1. Continuous long-term demographic monitoring of high priority sites throughout the region

As part of the 2014 Conservation Plan, the NEBTWG developed and implemented intensive, demographic (“long-term”) sampling at high priority sites throughout the region (Willey and Jones 2014). The results of the demographic sampling at high priority sites were used to rank sites across the region and to inform recommended management actions. For instance, sites with a low proportion of juveniles may have limited recruitment and were recommended for further study with the possibility of nest-site creation or management. These results can also be used as a baseline to evaluate the effectiveness of site-specific conservation actions at these high priority sites in an adaptive management framework to recommend changes to the management strategy and specific conservation actions.

State wildlife agencies, AUNE, ATO, SUNY Potsdam and other partners will conduct another round of demographic sampling at previously sampled sites (as recommended in the 2014 Conservation Plan), and conduct an initial round of sampling at additional high priority sites that have not yet been sampled intensively. AUNE and ATO together will sample 2-3 high priority sites, and SUNY will sample at least 4 high priority sites. AUNE, ATO, and SUNY will acquire all necessary permits from state and federal offices prior to initiating surveys. Data will be recorded in a regional database for analysis under Action 2-4.

Timeline: Spring 2017 - Fall 2019

Action 2-2. Broad-scale, standardized assessment with centralized data analysis to assess occupancy

In addition to the long-term demographic sampling, the monitoring strategy developed and implemented as part of the 2014 Conservation Plan included broad scale, rapid assessment monitoring at many sites throughout the region in order to estimate occupancy and evaluate detection rates (Willey and Jones 2014). This information can be used to serve as a baseline to evaluate the effectiveness of conservation actions at a regional scale.

AUNE, ATO, and SUNY Potsdam in coordination with the state agencies will conduct broad-scale sampling following the regional protocol. AUNE, ATO, and SUNY will acquire all necessary permits from state and federal offices prior to initiating surveys. Data will be recorded in a regional database for analysis under Action 2-4. *Timeline: Spring 2017 - Fall 2019*

Action 2-3. Develop and maintain regional database

As part of the 2014 Conservation Plan, the NEBTWG developed a regional database to house the standardized monitoring data collected via the coordinated regional monitoring strategy. This database is currently stored and maintained by ATO. AUNE and ATO, in coordination with the NEBTWG, will refine and improve the database and work with others (including USFWS) to investigate long-term solutions to data storage and maintenance. Data collected as part of Actions 2-1 and 2-2 will be incorporated into this database, along with the data from the 2013/2014 effort in order to be used for assessment of conservation actions in the adaptive management strategy (see Action 2-4), and results of analyses will be distributed to partners to broadly inform decision-making including the USFWS response to the current petition for listing.

Timeline: January 2017 - December 2019

Action 2-4. Regional analysis and assessment of action effectiveness at high priority sites

The 2014 Conservation Plan set regionwide and site-specific benchmarks of stable population sizes at high priority sites, or no decrease in abundance or occupancy at high priority sites. Utilizing the same coordinated regional sampling protocols, data collected by agency and private partners as part of Actions 2-1 and 2-2 will be stored in the database described in Action 2-3.

ATO, in coordination with AUNE will lead activities under Action 2-4 and will analyze the data in order to evaluate change at the site-specific and regional scales to evaluate whether the population targets established in the 2014 Conservation Plan have been met. Data collected at sites where management actions have been undertaken will be compared with data from sites that have received no management actions in order to evaluate local population response and assess the effectiveness of the specific management action in question and inform an Adaptive Management Strategy. Estimated population size, catch per unit effort, and proportion of juveniles in the trapped sample will be the three repeatable indicators of population stability. These metrics were used to initially rank sites during the 2014 Conservation Plan. The Plan also called for constant updating of the regional conservation strategy based on new information that is acquired, including sampling results from longterm monitoring (Willey and Jones 2014). Based on results obtained as part of this action, site-specific management plans will be modified as necessary (Action 1-1), and the overall Regional Conservation Plan will be modified in light of the new information. Results will be shared via a final report and peer-reviewed publications and can be used to inform USFWS listing decisions and future management decisions.

Timeline: Fall 2017 - Summer 2019

PROJECT III: PROJECT COORDINATION AND ADMINISTRATION

Action 3-1 Coordinate and administer the grant

Overall grant coordination will be conducted by the NHFGD. AUNE will provide coordination and administration of contracts to ATO and SUNY. Coordination and Administration will consist of communication with state project coordinators and contractors to ensure that Projects are on schedule and address any overall Grant administration. Communication will consist of monthly conference calls (at least 30), emails, and traveling to and participating in 3 meetings of the Northeast Blanding's Turtle working group.

A summary report of all actions completed, performance metrics evaluated, and products produced under Projects I, II, and III will be submitted at the end of the Grant period.

Timeline: January 1, 2017 – December 31, 2019

E. DELIVERABLES SCHEDULE:

In addition to the deliverables identified in D - Scope of Work above, AUNE will provide annual progress reports to NHFG on January 31, 2018, January 31, 2019, and an overall project report by December 31, 2019. NHFG will provide an annual report template to AUNE by November 1, 2017.

EXHIBIT B

BUDGET

New Hampshire Fish & Game Department (NHFG) will contract with Antioch University New England (AUNE) to conduct work under Projects I, II, and III of the FY16 Competitive State Wildlife Grant, “*Adaptive Implementation of The Regional Conservation Plan for Blanding’s Turtle And Associated Wetland SGCN In The Northeast*”

NHFG agrees to reimburse AUNE up to \$209,583 for direct costs (\$195,183) plus a reduced AUNE overhead (15% on indirect cost base, or \$14,400). Total direct costs that are eligible for reimbursement under this agreement include: AUNE personnel (\$29,000), travel (\$3,000), supplies (\$14,000), and contracts (\$149,183 split between the American Turtle Observatory (\$52,000) and SUNY (\$97,183)).

Personnel	\$26940		
Fringe Benefits	\$2060	FICA	
Travel	\$3,000		
Equipment	\$0		
Supplies	\$14,000		
Contractual	\$149,183		
		\$97,183	SUNY
		\$52,000	ATO
Construction	\$0		
Other	\$0		
Sub-total Direct Charges	\$195,183		
AUNE Indirect Charges	\$14,400		
Total NHFG will reimburse to AUNE	\$209,583		
AUNE unrecovered indirect as match	\$30,720		
AUNE in-kind match	\$26,809		
SUNY in-kind and unrecovered indirect as match	\$49,772		
Total Matching Costs Required (33.86%) *	\$107,301		
Total Project Cost	\$316,884		

* AUNE agrees to provide a total of \$57,528.67 in non-federal match (via in-kind support of faculty salary [\$21,600] and fringe [\$5,209] and waved overhead [from 47%] of \$30,720). SUNY will also provide a total of \$49,772 in match (\$25,215.52 as in-kind match from faculty salary and fringe and \$24,556.50 in waived indirect costs).

1. The New Hampshire Fish and Game Department agrees to reimburse the contractor up to \$209,583.00 of approved project expenses in accordance with the above budget.
2. The Contractor agrees to provide at least \$107,301, or 33.86% of total project costs, in unreimbursed indirect, in-kind personnel costs, and through cost sharing from sub-contractors 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 and approved sub-contractors may include properly allocable indirect (F&A) 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 and sub-contractors. 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. Deliverables Schedule
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.

Exhibit C

Special Provisions

The following special provisions modify, change, delete or add to the General Provisions of the contract. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. General Provisions are amended as follows:

- a. Paragraph 9 is deleted and replaced with the following "The Contractor is free to openly publish and disseminate all work it first produces under this contract. Any publications or publicity regarding these projects, once reviewed by NHFG, must recognize funding sources and cooperative arrangement with the New Hampshire Fish and Game Department."

2. 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 the Competitive State Wildlife Grants proposal titled ADAPTIVE IMPLEMENTATION OF THE REGIONAL CONSERVATION PLAN FOR BLANDING'S TURTLE AND ASSOCIATED WETLAND SGCN IN THE NORTHEAST 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: Adaptive Implementation of the Regional Conservation Plan for Blanding's Turtle and Associated Wetland SGCN in the Northeast
Federal Grant Number: To be Assigned
Federal Funding Agency: United States Fish and Wildlife Service
CFDA Number/Title: 15.634 State Wildlife Grants (Competitive)
Prime Recipient: State of New Hampshire Fish and Game Department
Federal Award Date: January 1, 2017
State Grant ID Reference: U2EMBL16
Period of Performance: January 1, 2017 – December 31, 2019
Federal Funds to Sub-recipient: \$209,583

Project Contact:

Administrative Contact:

Mike Marchand
Wetlands Biologist
NH Fish and Game
271-3016
michael.marchand@wildlife.nh.gov

Randy Curtis
Federal Aid Administrator
NH Fish and Game
271-0801
randy.curtis@wildlife.nh.gov

3. 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. 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.

4. 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.

5. 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).

6. 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.

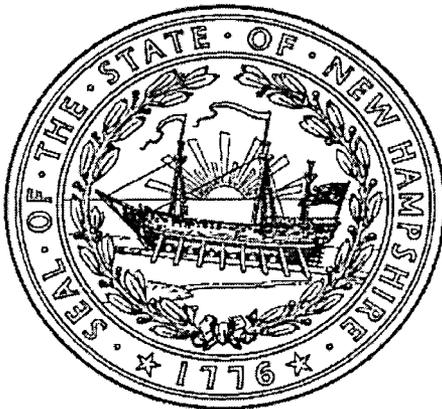
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANTIOCH UNIVERSITY is a Ohio Nonprofit Corporation registered to transact business in New Hampshire on November 04, 1974. 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: 239



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of October A.D. 2016.

A handwritten signature in black ink, appearing to read "William M. Gardner".

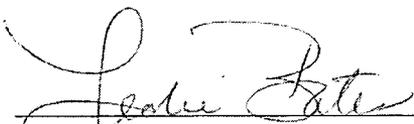
William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Leslie Bates, do hereby certify that:

1. I am a duly elected Officer of Antioch University;
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Governors of the University duly held on October 28, 2016;

SEE ATTACHED RESOLUTION, which provides contract signatory authority for certain University officers and employees.
3. The foregoing resolution has not been amended or revoked, and remains in full force and effect as of the 9th day of November 2016; and
4. Melinda D. Treadwell, PhD, is the duly authorized Provost of Antioch University New England.

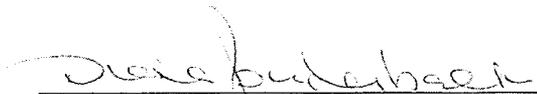


Leslie Bates
Assistant Secretary of the Corporation

STATE OF Ohio

County of Greene

The foregoing instrument was acknowledged before me this 9th day of November 2016 by Leslie Bates, Assistant Secretary.



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 30 2019



ANTIOCH UNIVERSITY

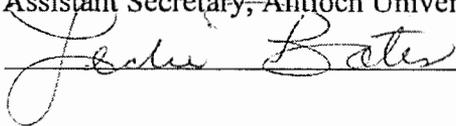
Office of the Chancellor | 900 Dayton Street, Yellow Springs, OH 45387 | 937-769-1345

November 9, 2016

I, Leslie Bates, do hereby certify that I am the duly appointed, qualified, and current Assistant Secretary of Antioch University, Greene County, Ohio, and that I am duly authorized to execute this certificate; and do hereby certify that Melinda Treadwell is the duly appointed, qualified, and current Provost of Antioch University, and is authorized to take action on behalf of Antioch University (reference Resolution 10.28.16:8, attached).

Witness my hand this 9th Day of November 2016.

Leslie Bates
Assistant Secretary, Antioch University



**RESOLUTION
10.29.16:8**

WHEREAS, Antioch University enters into numerous contracts of varying amounts for a wide range of services and goods; and

WHEREAS, due to the recent structural reorganization of the University, there is a need to update and describe

1. who has authority to enter into legally binding agreements on behalf of the University;
2. expenditure limits associated with that authority; and
3. the criteria for delegation of any signatory authority.

WHEREAS, the existing Expenditure, Contract and Signature Authority Policy, Policy 2.403 has been amended to accomplish these needs; and

WHEREAS, the Executive Committee of the Board of Governors reviewed a draft of Policy 2.403 at its meeting on September 30, 2016.

WHEREAS, the Board of Governors has set forth additional guidance in the document attached and incorporated herein entitled "Guidance for Contract Review by the Board of Governors" which describes how the Board will review contracts for which the Chair of the Board of Governors has signatory authority;

NOW THEREFORE, BE IT RESOLVED, that the Expenditure, Contract and Signature Authority Policy 2.403 is hereby adopted;

RESOLVED FURTHER, that the Board agrees to follow the Guidance for Contract Review by the Board of Governors; and

RESOLVED FURTHER, that the Chancellor of Antioch University is hereby authorized to take all necessary actions to carry out the above resolution.

CERTIFICATE OF LIABILITY INSURANCE

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 10100 Innovation Drive, Suite 220, Dayton, OH 45342, 937 223-8891. CONTACT NAME: Pam Lunsford, PHONE: 937-913-1332, FAX: 866-972-6309, E-MAIL: pam.lunsford@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Property Casualty Ins (NAIC # 36161), INSURER B: General Star Indemnity Company (NAIC # 37362), INSURER C: Travelers Casualty & Surety Co. (NAIC # 31194), INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (6301685P876TIL16), A AUTOMOBILE LIABILITY (8101685P876TIL16), B UMBRELLA LIAB (IUG408332H), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (YJUB5996N19A).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder included Additional Insured as respects to limits above or stipulated in the written contract.

Proof of Insurance

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: State of New Hampshire, Fish & Game Department, 11 Hazen Dr, 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]