



New Hampshire Fish and Game Department

48

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
 (603) 271-3421
 FAX (603) 271-1438

www.WildNH.com
 e-mail: info@wildlife.nh.gov
 TDD Access: Relay NH 1-800-735-2964

114

May 21, 2024

The Honorable Ken Weyler, Chairman
 Fiscal Committee of the General Court and

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

REQUESTED ACTION

1. Pursuant to RSA 124:15 and contingent upon approval of Requested Actions #2 and #3, authorize the NH Fish and Game Department to establish a temporary full-time 41-9020 REAL ESTATE AGTS-2 (SOC 41, Pay Band 6) position (Land Agent) for the purpose of coordinating land conservation projects, effective upon Fiscal Committee and Governor and Council approval through June 30, 2025. 75% Federal Funds; 25% Agency Income.
2. Authorize the New Hampshire Fish and Game Department (NHFG) to accept and expend a grant award from the US Fish & Wildlife Service (W108-L-2) in the amount of \$61,213 for the purpose of hiring a Land Agent, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.
3. Authorize NHFG to accept and expend a grant award from The Nature Conservancy (TNC) in the amount of \$20,425 for the purpose of providing the 25% non-federal match required to hire a Land Agent, effective upon Governor and Council approval through June 30, 2025. 100% Agency Income.

Funds to be budgeted in Fiscal Year 2024 as follows:

WILDLIFE PROGRAM MANAGEMENT							
03-75-75-751520-21500000							
Class	Expense Account	Class Description	Revenue Account	FY2024 Current Budget	Requested Action #2	Requested Action #3	FY2024 Adjusted Budget
Revenue							
000		FEDERAL FUNDS	403980-16	1,340,135	61,213	0	1,401,348
004		INTRA AGENCY TRANSFERS	408189-68	263,299	0	0	263,299
009		AGENCY INCOME	408119-18	0	0	20,425	20,425
009		AGENCY INCOME	402080-26	190,018	0	0	190,018
00S		FISH AND GAME FUNDS	000020	633,329			633,329
Total				\$2,426,781	\$61,213	\$20,425	\$2,508,419
Expense							
010	500100	PERSONAL SERVICES		1,250,516	0	0	1,250,516
020	500200	CURRENT EXPENSES		13,175	0	0	13,175
022	500255	RENTS/LEASES		1,524	0	0	1,524
030	500311	EQUIPMENT		1,925	0	0	1,925
039	500191	TELECOMMUNICATIONS		3,400	0	0	3,400
041	500801	AUDIT FUND SET ASIDE		1,263	61	0	1,324
049	584935	TSFRS TO OTH AGEN.		216,990	0	0	216,990
050	500109	PERSONAL SVCS TEMP		100	0	0	100
059	500117	PERSONAL SVC-TEMP		0	39,503	13,167	52,670
060	500602	BENEFITS		727,081	21,649	7,258	755,988
070	500704	IN STATE TRAVEL		1,000	0	0	1,000
080	500710	OUT OF STATE TRAVEL		2,000	0	0	2,000
304	500841	RESEARCH & MNGMNT		207,807	0	0	207,807
Total				\$2,426,781	\$61,213	\$20,425	\$2,508,419

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EXPLANATION

NH Fish & Game's Wildlife Habitat Program conserves healthy wild landscapes that sustain our fish and wildlife that are a vital component of NH's character and way of life. This request will accept funds from a grant from The Nature Conservancy in NH (TNC) to support the creation of a Land Agent position within the Wildlife Habitat Program to facilitate land conservation projects. TNC's grant will provide 25% of the needed funds. The remaining 75% will come from existing US Fish & Wildlife Service (USFWS) federal grants (W108-I-2 and W11D). This added capacity will help the Department effectively utilize USFWS grant funds to conserve significant wildlife habitats through fee or easement acquisitions from willing landowners, while also expanding public access opportunities for fish and wildlife-based activities, such as hunting, fishing, trapping, and wildlife watching.

Funds are being budgeted in Class 041-Audit Fund Set Aside to comply with RSA 124:16 that requires all agencies which receive federal funds to set aside a percentage (.1%) of the federal revenue amount received to pay for financial and compliance audits.

Funds are being budgeted in Class 059- Personal Services Full Time Temporary to create and hire a full time Land Agent to implement land conservation projects.

Funds are being budgeted in Class 060- Benefits to provide required benefits associated with the Class 059 request.

The following information is provided in accordance with the Comptroller's instructional memorandum dated September 21, 1981.

1) List of personnel involved:

This request involves the creation of a 41-9020 REAL ESTATE AGTS-2 (SOC 41; Pay Band 6) (Land Agent) position. The direct supervisor will be Jim Oehler, Supervisor VI (Wildlife Habitat Program Supervisor), Position # 13909.

2) Nature, Need, and Duration:

Nature of the position: This request will accept funds from a grant from The Nature Conservancy in NH to support the creation of a Land Agent position within the Wildlife Habitat Program to facilitate land conservation projects. This added capacity will help the Department effectively utilize US Fish & Wildlife grant funds to conserve significant wildlife habitats through fee or easement acquisitions from willing landowners, while also expanding public access opportunities for fish and wildlife-based activities, such as hunting, fishing, trapping, and wildlife watching.

Need: As annual apportionments for US Fish & Wildlife Service grants steadily increase, there is a risk of reverting those dollars without expanded capacity. Those dollars should stay in NH to benefit the state's wildlife and its citizens. The due diligence and approvals needed to conserve lands is lengthy and time consuming; often taking 1.5 to 2 years for a project to be completed. With only one land agent currently on staff, additional capacity is needed to shepherd multiple projects through this process, conserve lands, and to keep the federal dollars that NH is entitled to, within the state for the public good.

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New Hampshire has experienced the largest population increase in the northeast over the last sixty years with the population more than doubling to its current level of 1,402,000. US Census Bureau data indicates that New Hampshire gained nearly 86,000 residents between 2010 and 2023. A NH Department of Business and Economic Affairs report projects that New Hampshire's population will increase by another 124,000 by 2050.

With growth in population, comes growth in development and a resulting impact on wildlife habitat. According to the Society for the Protection of NH Forests (SPNHF) forest lands have declined from a high of 87% in 1960 to about 82% today. This represents a loss of nearly 450 square miles of forest, with about one-third of that change occurring since 1997. SPNHF estimates the conversion of another 225,000 acres in the years out to 2030 if past development patterns continue, dropping New Hampshire forest land to 78.5%. While most of this population increase has been located in the southern and eastern portions of the state, the impact of residential and second home development has been experienced statewide. This growth has led to significant changes in land use including the conversion of thousands of acres of agricultural and forest land, habitat fragmentation and isolation across the landscape. The fragmentation and isolation of available habitats into smaller and smaller areas increases the potential for the local extinction of species and the threat that these areas will lose their viability for many species in the face of climate change. With development and fragmentation also comes the loss of access to many areas traditionally used for hunting, fishing, trapping and other wildlife based recreational uses either through direct loss of habitat, or landowners posting their land against trespass for safety or land abuse concerns. Access to open lands is one of the biggest barriers behind retaining these traditional forms of wildlife-based recreation. Adding lands to the Department's system of WMAs or easement lands from willing sellers, helps to address this barrier. These lands will forever be open for today's and future generations to pursue their outdoor traditions.

Our present WMA system contains 106 properties. However, nearly half of the 62,000 acre system is contained within the Connecticut Lakes Natural Area WMA in Pittsburg. The remaining properties vary in size from a few acres to the 3,000+ acre Laramie WMA in Enfield. Only 25% of the State's protected lands are found in southern New Hampshire areas. Additional conserved land is needed in this portion of New Hampshire where the greatest diversity of species can be found, the importance for wildlife conservation is much higher, and the density of hunters, anglers, and wildlife watchers is greatest.

Duration: The grant funds will cover the position from July 1, 2024 – June 30, 2027.

3) Relationship to existing agency programs:

Native wildlife and their habitats are vital to the health of NH's landscape and character that is why the Wildlife Habitat Program conserves and improves habitats for the state's wildlife on public and privately owned lands. We also ensure the public has access to these lands so they can enjoy them. The Program is housed within the Wildlife Division that also includes the Game Program and the Nongame & Endangered Wildlife Program. The Game and Nongame Programs are focused on species management and conservation. All wildlife species that they are charged with conserving rely on habitats – the common denominator. The Wildlife Habitat Program supports their efforts by conserving the habitats that NH's wildlife relies on. The Wildlife Habitat Program takes a multi-pronged approach to habitat conservation, including: 1) permanently conserving habitats through the acquisition of lands and easements from willing sellers; 2) maintaining and enhancing the habitats on those lands and easements; 3) stewarding the lands to maintain public and management access opportunities; and 4) providing advice and a modest amount financial assistance to help private landowners maintain habitats on

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their lands. This position will help in addressing the first prong of the program's work, primarily utilizing federal funds to accomplish that work, and keeping those funds in NH for the good of the state's wildlife and its citizens.

4) Has a similar program been requested of the legislature and denied?

No.

5) Why wasn't funding included in the agency's budget request?

This funding was not included in the agency's budget request because, although sufficient federal funds were available, the required 25% non-federal match was not. That recently became available via a grant from a non-profit partner. The funds for FY 2026 and 2027 will be included in the next biennial budget.

6) Can portions of the grant funds be utilized?

This position will be funded 75% through a US Fish & Wildlife Service federal grant (W108-L-2) and 25% via a grant from a non-profit partner, The Nature Conservancy in NH.

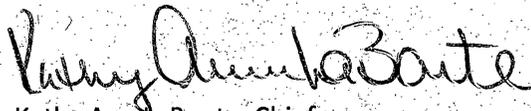
7) Estimate the funds required to continue this position(s):

The estimated funds required to fund this position using current salary ranges is \$80,577 for the first year, \$85,174 in the second year, and \$88,952 in the third year. This includes salary, fringe and indirect costs.

Respectfully submitted,



Scott R. Mason
Executive Director



Kathy Ann LaBonte, Chief
Business Division



State Of New Hampshire
DIVISION OF PERSONNEL
Department of Administrative Services
54 Regional Drive, Suite 5
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS
Commissioner
(603) 271-3201

LORRIE A. RUDIS
Director of Personnel
(603) 271-3261

April 18, 2024

Deirdre Grimes
Human Resources Administrator
New Hampshire Fish and Game Department
11 Hazen Drive
Concord NH 03301

Regarding: Request to establish a full-time temporary 41-9020 Real Estate Brokers and Sales Agents-2, Pay Schedule SOC 41, Pay Band 6 – position #9T3349

Dear Ms. Grimes:

The Division of Personnel approves the Department of Administrative Service's request received on 3/14/2024 to establish position #9T3349 as a full-time, temporary position classified as 41-9020 Real Estate Brokers and Sales Agents-2, pending funding approval.

This position will serve as a Land Agency, and its work focuses on conserving lands to provide NH's wildlife with places to thrive and for NH's citizens to enjoy the wildlife. The work is related to a five-year land conservation grant awarded by the U.S. Fish & Wildlife Services with the required 25% non-federal match from a non-profit partner. Funding for this position will be budgeted in account 20-07500-21500000-059.

The Land Agent, working for the Wildlife Habitat Program in the Wildlife Division, will coordinate land conservation projects, including negotiating terms of sale, working with land conservation partners, preparing legal documents, and completing grant applications to secure titles, easements, or land use agreements. This role will perform ground reconnaissance and implement decisions about the purchase or transfer of land ownership interests and land management. It will conduct negotiations with landowners, developers, realtors, and lawyers and administer and develop service agreement contracts for title work, legal services, property surveys, appraisals, and environmental assessments and maintenance. Further, this position will maintain legal documents in a database, assist with stewardship of fee and easement properties, and resolve easement compliance issues.

The proposed duties are like those of other positions within the same occupational group and level currently operating throughout the state, and they parallel the Broad Group Specification appropriately. The position is also appropriate within the agency's proposed organizational structure.

Your agency will be responsible for bringing the request for funding before the Fiscal Committee. You may use this letter as confirmation of our decision. Once you have obtained Fiscal Committee approval, please notify the Division of Personnel Operations Section at CentralHRProcessing@nh.gov.

Sincerely,

Marianne Rechy
Classification & Compensation Administrator

Cc: Lorrie Rudis, Director of Personnel

1. DATE ISSUED MM/DD/YYYY 02/08/2024
 1a. SUPERSEDES AWARD NOTICE dated 08/14/2023 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

NOTICE OF AWARD



2. CFDA NO. 15.611 - Wildlife Restoration and Basic Hunter Education

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. F21AF04030-05
 Originating MCA #

5. TYPE OF AWARD Other

4a. FAIN F21AF04030
 5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY
 From 08/01/2021 Through 06/30/2026

7. BUDGET PERIOD MM/DD/YYYY
 From 08/01/2021 Through 06/30/2026

AUTHORIZATION (Legislation/Regulations)

Pittman-Robertson Wildlife Restoration Act—Wildlife Restoration and Basic Hunter Education (16 U.S.C. §669 et seq., except as Pub. L. 106-

8. TITLE OF PROJECT (OR PROGRAM)
 NH W-108-L-2 State Wildlife Management Area Enhancement

9a. GRANTEE NAME AND ADDRESS
 NEW HAMPSHIRE FISH & GAME
 11 HAZEN DR
 CONCORD, NH, 03301-6502

9b. GRANTEE PROJECT DIRECTOR
 Ms. Joanne Elmasy
 11 HAZEN DR
 CONCORD, NH, 03301-6502
 Phone: 603-271-5625

10a. GRANTEE AUTHORIZING OFFICIAL
 Mr. Randy L. Curtis
 11 Hazen Drive
 Concord, NH, 03301-6500
 Phone: 603-271-0801

10b. FEDERAL PROJECT OFFICER
 Ms. Emily Blackman
 300 Westgate Center Drive
 Hadley, MA, 01035
 Phone: (571) 218-5042

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)	
I Financial Assistance from the Federal Awarding Agency Only	
II Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$ 128,000.00
b. Fringe Benefits	\$ 72,000.00
c. Total Personnel Costs	\$ 200,000.00
d. Equipment	\$ 0.00
e. Supplies	\$ 0.00
f. Travel	\$ 3,000.00
g. Construction	\$ 0.00
h. Other	\$ 6,497,202.54
i. Contractual	\$ 171,375.00
j. TOTAL DIRECT COSTS	\$ 6,871,577.54
k. INDIRECT COSTS	\$ 40,000.00
l. TOTAL APPROVED BUDGET	\$ 6,911,577.54
m. Federal Share	\$ 5,004,356.00
n. Non-Federal Share	\$ 1,907,221.54

12. AWARD COMPUTATION	
a. Amount of Federal Financial Assistance (from item 11m)	\$ 5,004,356.00
b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	\$ 5,004,356.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 0.00
13. Total Federal Funds Awarded to Date for Project Period	\$ 5,004,356.00

14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	\$	d. 5	\$
b. 3	\$	e. 6	\$
c. 4	\$	f. 7	\$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:

- a. DEDUCTION
- b. ADDITIONAL COSTS
- c. MATCHING
- d. OTHER RESEARCH (Add / Deduct Option)
- e. OTHER (See REMARKS)

c

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

- a. The grant program legislation
- b. The grant program regulations
- c. This award notice including terms and conditions, if any, noted below under REMARKS.
- d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - Yes No)

GRANTS MANAGEMENT OFFICIAL:
 Shelley Dibona, GRANTS FISCAL OFFICER
 300 WESTGATE CENTER DRIVE
 HADLEY, MA, 01035
 Phone: 413-253-8509

17. VENDOR CODE		0070058517	18a. UEI XVNEMFW345H9	18b. DUNS 808590863	19. CONG. DIST.	02
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION



Grant number:	0001-2024
TNC ACCOUNTING INFORMATION	
Project Name:	Appalachians – NHFG Capacity Grant
Project ID:	P103167
Award-Activity ID:	
Book ID or Unique ID:	
Source of funds:	<input type="checkbox"/> Private Foundation <input checked="" type="checkbox"/> Private

**Grant Agreement between The Nature Conservancy
and New Hampshire Fish and Game Department**

WHEREAS The Nature Conservancy (“TNC”) is a U.S. 501(c)(3) non-profit organization, incorporated in the District of Columbia, whose mission is to conserve the lands and waters on which all life depends;

WHEREAS the New Hampshire Fish and Game Department (the “Grantee”) is a government department within the State of New Hampshire that works in partnership with the public to, among other activities, conserve, manage and protect fish, wildlife, and marine resources; and

WHEREAS TNC is pleased to support the Grantee by providing grant funding in the amount and format described in this Grant Agreement (the “Agreement”) for the Purpose defined below.

THEREFORE, the Parties hereby agree to the following terms and conditions:

1. Parties.

- a. This Agreement is funded by and will be managed through the following TNC Business Unit (“BU”):

TNC BU Name:	The Nature Conservancy in New Hampshire
TNC BU Office Address:	22 Bridge Street, 4 th Floor, Concord, NH 03301
TNC Project Manager (“PM”):	Sarah Garlick
TNC PM Telephone:	603-230-9222
TNC PM Email Address:	sarah.garlick@tnc.org

- b. The following entity shall receive the funds as the “Grantee”:

Name of Grantee:	New Hampshire Fish and Game Department
Type of Entity:	Government
Country/State of Incorporation:	U.S./New Hampshire
Registered Address:	11 Hazen Drive, Concord, NH 03302
Name and Title of Authorized Representative:	Scott R. Mason, Executive Director
Telephone:	603-271-3421
Email Address:	director@wildlife.nh.gov

2. Grant Purpose and Program. This Grant provides funds to the Grantee for the activities described in the work plan in Attachment A (the “Program”). The Grantee shall comply with the Standard Terms and Conditions in Attachment B.

3. Agreement Term. This Grant shall become effective upon Governor and Council approval and will expire on January 31, 2028.

4. Term of Activities. The Program activities that can be charged to the Grant may start on July 1, 2024 and may continue until June 30, 2027 (the "Term of the Activities"). With the exception of staff time for the preparation of the final report(s), Grantee may not engage in or charge any activities to the Grant before or after the Term of the Activities.

5. Grant Amount and Disbursement. TNC's disbursement of Grant funds is contingent upon (a) Grantee making satisfactory progress with regard to the Program, and (b) Grantee's timely submission and TNC's approval of any required reports.

This is a fixed-price grant, which means TNC will provide funds in a fixed amount of US\$64,000 for the successful completion of the Program. TNC will make disbursements according to the following schedule:

#	Disbursement Amount	Description of Milestone required for Disbursement
1	\$20,425.00	Retention of second Land Agent
2	\$21,325.00	Reporting from Year 1 and continued retention of second Land Agent
3	\$22,250.00	Reporting from Year 2 and continued retention of second Land Agent

6. Reporting. TNC reserves 30 days for the review and approval of each report. TNC is not obligated to make any disbursements for reports submitted after the Agreement Term.

Grantee must submit the following reports to TNC by delivering them to e.bergquist@tnc.org and ben.sweeney@tnc.org

- a. Programmatic report(s) must be submitted in accordance with the following schedule:

#	Description of Report	Report due date
1	Year 1 Report	July 30, 2025
2	Year 2 Report	July 30, 2026
3	Year 3 Report	July 30, 2027

- b. A Final Grant Report must be submitted in accordance with the following schedule:

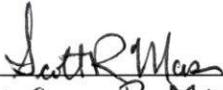
Description	Reporting Period	Report due date
Final Grant Report	Entire Term of Activities	January 31, 2028

7. Choice of Law; Forum.

This Grant shall be interpreted, construed, and governed by the laws of the state in which the TNC Business Unit set forth on the first page of this Grant is located (excluding its choice of law principles, if any), and such other U.S. laws as are applicable. In the event of any litigation over the interpretation or application of any of the terms or provisions of this Grant, the parties agree that litigation will be conducted in state in which the TNC Business Unit set forth on the first page of this Grant is located.

Grantee and TNC have executed this Agreement, effective as of the later date written below.

FOR NEW HAMPSHIRE FISH AND GAME DEPARTMENT


Name: Scott R. Mason
Title: Executive Director NHFG

Date: April 25, 2024

FOR THE NATURE CONSERVANCY


Name: Jim O'Brien
Title: Deputy State Director

Date: March 28, 2024

ATTACHMENTS

- Attachment A – Work Plan
- Attachment A-1 – Land Agent Description
- Attachment B – TNC Standard Terms & Conditions for Grants
- Attachment B-1 – Conflict Inquiry Form

**Attachment A
Work Plan**

- (1) Objective** – The objective of the grant is to support the Grantee adding a second Land Agent position to manage priority conservation projects in the State of New Hampshire.
- (2) Grant Activities** – Grantee shall hire and retain a second Land Agent, which position shall encompass the responsibilities listed on Exhibit A-1. The Land Agent shall spend at least 25% of professional time engaged in managing projects that are intended to result in additional land being conserved in the State of New Hampshire.
- (3) Grant Milestones and Timeline** – Per Sections 5 & 6 of the Grant Agreement, the milestones and timeline for deliverables related to the Project are as listed below.

#	Date	Disbursement Amount (if any)	Description of Milestone and/or Deliverable
1	Upon satisfaction of Milestone 1, but not before May 1, 2024	\$20,425.00 (w/i 30 days)	Retention of second Land Agent
2	July 30, 2025	\$21,325.00 (w/i 30 days)	Report due from Year 1 confirming continued retention of the second Land Agent and general land conservation project overview for Year 1
3	July 30, 2026	\$22,250.00 (w/i 30 days)	Report due from Year 2 confirming continued retention of the second Land Agent and general land conservation project overview for Year 2
4	June 30, 2027	\$0	Program end
5	July 30, 2027	\$0	Report due from Year 3 confirming continued retention of second Land Agent and general land conservation project overview for Year 3
6	January 31, 2028	\$0	Final Report on all land conservation projects managed by Land Agent during grant term

Attachment A-1

Land Agent Description

The second Land Agent shall be retained to perform the following scope of work in the State of New Hampshire:

To coordinate land conservation projects including but not limited to negotiating terms of sale, working with land conservation partners, contracting for due diligence and closing, preparing legal documents, and completing grant applications to secure titles, easements or land use agreements.

ACCOUNTABILITIES:

- Performs ground reconnaissance to obtain information and recommend purchases of land and/or land rights, and implements decisions relative to the purchase or transfer of land ownership interests and land management.
- Conducts negotiations with landowners, developers, realtors and lawyers to secure interests in land via transfers of title for fee simple interests, easements, leases, and rights of way.
- Administers and develops service agreements and contracts for title work, legal services, property surveys, appraisals, baseline documentation, environmental assessment, and maintenance. Reviews contractor work product to ensure compliance with state and federal requirements.
- Prepares legal documents such as purchase and sale agreements, deeds, leases, options, and easements, and coordinates their execution; may testify in court. Prepares state and federal grants and other documentation required to purchase property interests.
- Maintains legal documents and inputs accurate data into a database pertaining to the department's interest in all land holdings to insure compliance with federal and state requirements.
- Assists with stewardship of fee and easement properties including coordinating with the Conservation Lands Stewardship Program to resolve easement compliance issues, administering and monitoring Memorandum of Understandings, Special Use Permits or other agreements pertaining to use of Department lands, and assisting wildlife habitat program, boat access program, and other land management staff to address stewardship issues on Department lands.
- Interprets proposals that may affect Department land and represents the Department at public hearings and legal proceedings. May represent the Department as the assigned designee on inter-agency committees associated with land management or conservation.

Attachment B
Standard Terms and Conditions for Grants < US \$300,000

1. **Use and Management of Funds.** The Grantee agrees to use the Grant funds exclusively for the Program. Any disallowed expenditures or Grant funds not expended or committed for the Program must be returned to TNC within 60 days following the end of the Agreement.
2. **Intentionally Deleted.**
3. **Acknowledgements and Name/Logo.** Grantee must acknowledge TNC's support of the Program in all relevant media announcements, programs, and publications and obtain TNC's prior consent to the proposed acknowledgments. However, Grantee may not use TNC's name or logo for any other reason without prior written permission from TNC.
4. **Termination.** TNC has the right to terminate this Agreement by giving 30 days written notice to Grantee of intent to terminate, which shall allow 15 days to conclude Program activities and another 15 days for the preparation of any final report(s) before the revised expiration date of the Agreement Term. Payment for activities satisfactorily completed, as determined by TNC, will be adjusted accordingly and, if applicable, Grantee must promptly return unused funds to TNC.
5. **Miscellaneous.** Grantee must notify TNC immediately of any change in Grantee's government agency status. Grantee may not publish or divulge any information marked as "confidential" without TNC's prior written consent and agrees to use confidential information solely in furtherance of the Program. Grantee must maintain accurate records of its costs and expenses for three (3) years and make the same available to TNC's internal and external auditors upon request. Grantee may not use or allow others to use any portion of the Grant Funds to cause any impermissible private benefit or any private inurement to occur or to take any other action inconsistent with Section 501(c)(3) of the U.S. Internal Revenue Code. Unless specifically authorized in Attachment A, Grantee may not use any portion of the Grant funds to engage in any lobbying activities, attempt to influence legislation, or to participate or intervene in any political campaign, on behalf of or in opposition to any candidate for public office. Grantee expressly assumes all liability for the Grant activities including personal injury, property damage, and injury to third persons and agrees to hold TNC harmless from the same. Neither this Agreement nor the Grant may be assigned by Grantee in whole or in part without TNC's prior written permission.
6. **Compliance with Laws.** Grantee represents that it can lawfully work in the jurisdiction where the Program activities will be performed and has or will obtain (at Grantee's expense) any necessary permits, licenses, or authorizations. This includes, without limitation, a property owner's prior permission to enter upon private property and any related permissions to ensure TNC has any future permissions necessary for completion of the Program, if applicable. The Grantee agrees to comply with all applicable laws including, but not limited to, human rights laws, anti-discrimination laws, anti-bribery laws, anti-corruption laws, anti-money laundering laws, counterterrorism laws, and economic sanctions laws. The Grantee confirms it is not presently debarred, suspended, or declared ineligible for awards from any government agency.
7. **Code of Conduct and Helpline.** TNC expects itself and everyone with whom it does business to conduct themselves in ways that are consistent with its TNC's Code of Conduct found at www.nature.org/codeofconduct. Anyone (whether an employee of TNC or not) may contact the TNC Helpline (anonymously, if desired) with questions, concerns, or suspected violations at www.nature.org/tnchelpline.
8. **Compliance with Laws and other Safeguards.** Grantee represents, warrants, and agrees that Grantee:
 - A. will work with, and require all authorized subgrantees to work with, TNC to identify material risks and develop and implement appropriate environmental and social safeguards (e.g., consistent incorporation

of free, prior, and informed consent) when and if the Program could directly impact Indigenous Peoples or Local Communities (IPLCs). Implementations plans must include periodic consultation with TNC;

- B. will comply with all applicable human rights laws, statutes, regulations, and codes as well as any human rights policy, standard operating procedure, guideline, or procedure adopted by TNC and shared with Grantee. Furthermore, in executing the Program activities, the Grantee shall respect human rights by: (a) identifying, preventing, and mitigating any potential or actual adverse human rights impacts resulting from its activities or the activities of its subcontractors, subgrantees, suppliers, or similar third parties; and (b) remediating any actual adverse human rights impacts which it causes or to which it contributes as soon as is practicable. Finally, the Grantee represents and warrants that neither Grantee nor any of its employees has been found at fault or penalized for any human rights violations or creating an adverse impact on human rights;
- C. will not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status;
- D. will not take any actions that might cause TNC to be in violation of the laws, statutes, regulations, or similar rules mentioned in this section (collectively, "Applicable Laws"); and
- E. will immediately notify TNC in writing if any of the representations, warranties, certifications, statements, or agreements in this section change before or during the Agreement Term.

If TNC determines that any of the representations, warranties, certifications, statements, or agreements in this Section are false, no longer valid, or have materially changed, whether the Grantee is at fault or not, TNC may terminate this Grant effective immediately upon written notice to Grantee, with no further obligation by TNC under this Grant, including payment, and TNC may pursue all available remedies under Applicable Laws.

[End of Attachment B for Grants < US \$300,000]

**NEW HAMPSHIRE FISH & GAME DEPARTMENT
FY24 FISCAL SITUATION**

**WILDLIFE PROGRAM MANAGEMENT
03-75-75-751520-21500000**

Total Federal Authorization	\$	5,004,356.00
Less Budgeted in 2150 FY24	\$	35,000.00
Less Budgeted in 2155 FY24	\$	2,516,892.00
Less Budgeted in 2150 FY25	\$	35,000.00
Less Budgeted in 2155 FY25	\$	500,000.00
Less Budgeted Indirect FY24 and FY25	\$	14,000.00
Less Funds Expended in Prior Fiscal Years	\$	378,365.64
Total Available for Budgeting	\$	<u>1,525,098.36</u>
Available to Budget at Later Date	\$	1,463,885.36
REQUESTED ACTION	\$	<u>61,213.00</u>

Federal Grant	Grant Amount	Expended or Budgeted	Balance
F21AF04030 (W108L2)	\$ 5,004,356.00	\$ 3,479,257.64	\$ 1,525,098.36

Note: The Department's Negotiated Indirect Cost Rate Agreement (NICRA) allows indirect costs on salaries and benefits only. The figure shown above for budgeted indirect is the estimated amount of federal reimbursement for agency indirect in relation to the direct personnel costs budgeted for the grant.