New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
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www.wildlife.nh.gov
Email: info@wildlife.nh.gov
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Stephanie L. Simek, Ph.D.
Executive Director

67

November 6, 2024

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

REQUESTED ACTION

1. Authorize New Hampshire Fish and Game Department (NHFG) to accept and expend $40,000 in federal funds from the US Fish and Wildlife Service (USFWS) for the purpose of continued monitoring and restoration of anadromous Rainbow smelt in an effort to understand and restore a declining population in the Great Bay Estuary effective upon Governor and Council approval through June 30, 2025. 100 % Federal Funds.

Funds to be budgeted as follows:

Marine Fisheries Management						
03-75-75-753020-22880000						
Fiscal Year 2025						
Class	**Expense Account**	**Class Description**	**Revenue Account**	**Current Budget**	**Requested Change**	**Adjusted Budget**
00S		FISH & GAME FUNDS	000020	$730,762	$0	730,762
000		FEDERAL FUNDS	403747-16	586,179	40,000	626,179
006		AGENCY INCOME	402939-18	146,509	0	146,509
009		AGENCY INCOME	401877-44	51,352	0	51,352
Total				$1,514,802	$40,000	$1,554,802
Expense						
010	500100	PERSONAL SERVICES PERMANENT-CLASSIFIED		$761,798	$0	761,798
020	500200	CURRENT EXPENSES		45,820	0	45,820
022	500255	RENTS-LEASES OTHER THAN STATE		1,500	0	1,500
026	500251	ORGANIZATIONAL DUES		31,000	0	31,000
030	500311	EQUIPMENT		5,000	0	5,000
041	500801	AUDIT FUND SET-ASIDE	403747-16	557	40	597
050	500109	PERSONAL SERVICES TEMPORARY		101,849	0	101,849
060	500602	BENEFITS		465,317	0	465,317
070	500705	IN-STATE TRAVEL		500	0	500
072	500572	GRANTS-FEDERAL	403747-16	53,209	39,960	93,169
080	500719	OUT OF STATE TRAVEL		1,500	0	1,500
103	500736	CONTRACTS FOR OPERATIONAL SERVICES		46,752	0	46,752
Total				**1,514,802**	**40,000**	**1,554,802**

2. Contingent upon approval of Requested Action #1, authorize the New Hampshire Fish and Game Department (NHFGD) to enter into a **Retroactive SOLE SOURCE** Cooperative Project Agreement with the University of New Hampshire (UNH), Durham, NH, VC 315187, in the amount of $140,000 to assist with tagging and monitoring of anadromous Rainbow Smelt effective upon Governor and Council approval retroactive to January 1, 2024 to December 31, 2025. 100% Federal Funds.

   Funds are available in the following account for Fiscal Years 2025, and are anticipated to be available for Fiscal Year 2026, upon continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

   03-75-75-753020-22880000 – Marine Resources Program- Marine Fisheries Management

		FY2025	FY2026
20-07500-22880000-509073	Grants-Federal	$70,000	$70,000

EXPLANATION

This is a request to add funds for an ongoing project which was amended to add scope and funds and enter into a sole source, retroactive Cooperative Project Agreement with the University of New Hampshire (UNH) with grant funds secured from the US Fish and Wildlife Service in the amount of one hundred forty thousand dollars ($140,000). The University of New Hampshire will assist with the program by using electronic tagging equipment and scale collection and analysis to provide life history information for monitoring and restoration of the declining Rainbow Smelt *Osmerus mordax* resource in Great Bay Estuary. Adult anadromous Rainbow Smelt will be tagged with Passive Integrative Transponders (PIT) tags or acoustic telemetry tags during the spring spawning season. During tagging, smelt will be measured and scale samples taken. Acoustic receivers will be purchased and placed in the Piscataqua River to further document movement. Continued monitoring of tagged smelt movements and locations over successive years will provide valuable information on movements, site fidelity, growth, and survivorship.

Sole Source is being requested as this is an ongoing cooperative effort between UNH and the Department, with facilities set up for established procedures in close proximity to both the Department's Region 3 Office and Rainbow Smelt collection and tagging sites. UNH is also providing the required 25% funding match for the federal grant funds.

The retroactive Cooperative Project Agreement is being requested due to the unexpected amount of time it took for the project scope to be approved by the US Fish and Wildlife Service amendment process for this particular project. This has been an ongoing project for multiple years with federal funds in the budget. The decision was made to delay on entering into a new Cooperative Project Agreement in an attempt to streamline the process with the anticipation of an approved grant amendment that added scope and funds to the project, but it was not expected the amendment process would take many months to reach approval. The agreement is requested to be retroactive to the approval of the project scope and funds allocated to the federal grant. The original approved scope and funds for the project are requested to be retroactive to January 1, 2024, and the new aspects of the project would be retroactive to September 3, 2024 when the amendment was approved for the additional scope and funds.

Funds are being budgeted in class 072, Grants-Federal, for UNH to conduct continued monitoring and restoration of anadromous rainbow smelt.

Funds are being budgeted in class 041, Audit Set Aside, to comply with RSA 124:16 that requires agencies that receive federal funds to set aside a percentage of the federal revenue amount received to pay for financial and compliance audits.

General funds will not be requested for this project

Respectfully submitted,

Stephanie L. Simek, Ph.D.
Executive Director

Kathy Ann LaBonte, Chief
Business Division

COOPERATIVE PROJECT AGREEMENT
between the
STATE OF NEW HAMPSHIRE, **Fish and Game Department**
and the
University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Fish and Game Department**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.

B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **12/31/25**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.

C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **New Hampshire Rainbow Smelt Restoration**

D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Kathy LaBonte
Address: NH Fish and Game Department
11 Hazen Drive
Concord, NH 03301
Phone: 603-271-2741

Campus Project Administrator

Name: Gretchen Swain
Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd
Durham, NH 03824
Phone: 603-862-4865

E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Cheri Patterson/Renee Zobel
Address: NH Fish and Game Department
225 Main Street
Durham, NH 03824
Phone: 603-868-1095

Campus Project Director

Name: Nathan Furey
Address: University of New Hampshire
Dept of Biological Sciences
38 Academic Way
Durham, NH 03824
Phone: 603-862-0675

Campus Authorized Official DH
Date 9/5/24

F. Total State funds in the amount of **$140,000** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

☒ Campus will cost-share **25** % of total costs during the term of this Project Agreement.

☒ Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **F24AF00586 (F-61-R-26)** from **Department of Interior/Fish and Wildlife Service** under CFDA#**15.605**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

☐ Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. ☒ State has chosen **not to take** possession of equipment purchased under this Project Agreement.

☐ State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Fish and Game Department** have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire
Name: Dianne Hall
Title: Manager, Pre-Award Compliance
Signature and Date: Dianne Hall Digitally signed by Dianne Hall Date: 2024.09.05 16:20:58 -04'00'

By An Authorized Official of:
NH Fish and Game Department
Name: Stephanie L. Simek, Ph.D.
Title: Executive Director
Signature and Date:

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Melissa Fales
Title: Assistant Attorney General
Signature and Date: 11/27/24

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name:
Title:
Signature and Date:

Campus Authorized Official DH
Date 9/5/24

EXHIBIT A

A. **Project Title:** New Hampshire Rainbow Smelt Restoration

B. **Project Period:** January 1, 2024 - December 31, 2025

C. **Objectives:** This study has one major objective regarding Rainbow Smelt:

1. Monitoring of Rainbow Smelt via telemetry

D. **Scope of Work:** Objective 1: Rainbow smelt movements and survival will be monitored using one of two forms of telemetry: passive integrative transponder (PIT) telemetry and acoustic telemetry. Adult Rainbow Smelt will be obtained by State biologists during the spring smelt spawning survey. Rainbow Smelt captured from State fyke nets will be transferred into buckets and coolers for scanning of existing passive integrative transponder (PIT) tags and tagging untagged fish. Smelt will be scanned for existing PIT tags using handheld receivers or wands. If receiving a PIT tag, the PIT tag will be placed in the dorsal musculature. A subset of smelt may be double-tagged (receive two PIT tags) to estimate tag retention. If a rainbow smelt receives an acoustic telemetry tag, it will be anesthetized, and the tag implanted via a small incision (up to ~9 mm, depending on tag size); then the incision will be sutured closed and the animal allowed to recover. All tagged Rainbow Smelt will be measured for fork length and total length, and scale samples taken. Individuals recaptured from previous years' efforts will also be measured to assess growth. UNH will coordinate tagging and recapture schedules with the State and the Coastal Research Volunteer program (New Hampshire Sea Grant) to distribute tags annually among spawning tributaries and throughout the spawning season. In years PIT tags are deployed, Campus will aim to tag at least 250 Rainbow Smelt annually; in years acoustic telemetry tags are deployed, Campus will aim to tag at least 25 Rainbow Smelt annually.

Information from tags will be used to describe movements among spawning tributaries (within and between years), including site fidelity of spawning habitats among years. Integrating tag data with size and age estimates will allow for quantifying growth. Assessing recapture rates among years, or telemetry data among arrays deployed in Great Bay, NH, with sufficient sample size, can be integrated into mark-recapture models (such as Cormack-Jolly-Seber) to estimate seasonal or annual survival rates.

E. **Deliverables Schedule:** Campus shall submit annual interim reports in a format acceptable to the State and due within 30 days of the end of each calendar year. Reports shall include a comparison of actual accomplishments during the reporting period against the established project objectives and include any significant developments that either result in problems, delays, or adverse conditions or which favorably impact the project. Campus shall submit an overall final report detailing activities and results of the project no later than 60 days after the Project Period end date (3/1/26). Any articles, publications, or media regarding the project and project results shall reference the funding support provided by the New Hampshire Fish and Game Department and the Sport Fish Restoration program under federal grant F24AF00586 (NH F-61-R-26).

F. **Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and cumulative expenses by major cost categories. Invoices shall also document eligible cost share recorded during the period by category (e.g., PI salary, fringe, and cost share portion of Facilities and

Campus Authorized Official DH
Date 9/5/24

Administration), as well as cumulative cost share through the end of the invoicing period. Campus shall provide supporting documentation for the amount of any invoiced payment requests and matching costs upon request by State, which may include invoices for supplies, equipment, or services, and reports of personnel, travel, and Facilities and Administration (indirect) costs. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 60 days after the Project Period end date. Payment of final invoice shall be contingent upon receipt of deliverables and the final report. Campus shall permit the State and its auditors to have access to Campus records and financial documentation as necessary for the State to meet the requirements of federal assistance regulations with regard to this project.

Budget Items	State Funding	Cost Sharing	Total
1. Salaries & Wages	37,009	5,492	42,501
2. Employee Fringe Benefits	12,287	1,823	14,110
3. Travel	1,407	0	1,407
4. Supplies and Services	60,408	0	60,408
5. Equipment	0	0	0
6. Facilities & Admin	28,889	3,914	32,803
7. FSA Under-recovery	0	30,556	30,556
8. In Kind Contributions		4,881	4,881
Subtotal Subaward Costs	140,000	46,666	186,666

Budget Justification Narrative

Year 1 - Requests

Direct Labor (Salary, wages and fringe benefits)

Senior Personnel: None

Other Personnel: Campus requests ~4 weeks of support ($4,017) for Wells Costello of New Hampshire Sea Grant's Coastal Research Volunteer program to coordinate volunteer efforts related to the project. We request 2 weeks of support for Dr. Linas Kenter to assist with PIT tag retention investigations ($2,717). We request funds for senior technician Trevor Banister ($7,000) to lead field efforts and assist in scale aging, along with a technician ($6,000) to assist in field efforts.

Fringe benefits: Fringe is charged at the standard University of New Hampshire rate of 33.2% full fringe; 7.7% partial fringe and 33.2% for Post Docs. These rates result in a total $6,552 requested in fringe in Year 1.

Other Direct Costs: No other direct costs are requested for Year 1.

Travel: Campus requests $703 for field technicians to help offset mileage costs of travel between UNH and field sites. Campus requests these funds to support 35 miles per day for 3 days per week for five weeks for two vehicles during the field season. The federal mileage rate used is $0.67 per mile.

Supplies: Campus requests funds for a stereo microscope and camera for imaging and reading rainbow smelt scales ($3411). Campus requests funds for preparation and aging of rainbow smelt scales, including ultrasonic cleaner ($1000), enzymes microscope slides, and other supplies needed ($300). Campus requests $100 for miscellaneous supplies needed for holding rainbow smelt for PIT tag retention studies. Campus requests funds for passive integrative transponder (PIT) tags to implant in rainbow smelt on spawning grounds (300 tags = $1,080). Campus requests $295 for PIT tagging supplies and various fish processing materials. Campus requests $750 for waders and other safety supplies for field work to capture and tag smelt. Campus requests supplies needed to build a PIT array at a single river to better monitor returns of tagged fish. This includes

Campus Authorized Official DH
Date 9/5/24

power supplies, a waterproof and vandalism-resistant box ($1303), cable quick connects ($523), a 30-foot Litz Cord (BioMark; $2,888), receiver node ($2944), receiver data logger ($1292), exciter cable ($875), spacer rungs ($137), anchors ($1,402), conduit ($380), miscellaneous supplies ($6), and shipping and handling of items from Biomark ($650). Campus requests $500 for an anchor drive shaft for PIT array installation. In total, we request $19,836 in supplies requested in Year 1.

Contractual: Campus includes funds for Biomark technicians to assist with installation and PIT system testing ($8,729).

Subcontract: There are no subcontracts in our proposal.

Indirect Costs (F&A)
Facilities and Administration (F&A) is charged at 26% of the total costs of the project. This results in request of $14,444 for F&A in Year 1.

Year 1 – Cost Share

Direct Labor (Salary, wages and fringe benefits)

Senior Personnel: Dr. Furey is providing approximately 0.27 months of salary as cost share ($2,746). Dr. Furey is responsible for organizing research, including field and quantitative efforts.

Other Personnel: None

Fringe benefits: Fringe is charged at the standard University of New Hampshire rate of 33.2% full fringe; 7.7% partial fringe and 33.2% for Post Docs. These rates result in a total of $912 in fringe provided as match in Year 1.

Other Direct Costs: Volunteers via the Coastal Research Volunteer program will assist in field work, including scanning of Rainbow Smelt, identifying and measuring fish, and data collection. 75 hours of volunteer time will be contributed to the project, resulting in $2,441 in cost share.

Travel: None

Supplies: None

Subcontract: There are no subcontracts in our proposal.

Indirect Costs (F&A)
Facilities & Administrative (indirect) costs are calculated according to UNH's current negotiated rate agreement with the Federal government. For the proposed budget, an on-campus rate with a Modified Total Direct Costs base is applied. The applicable fiscal year rates, as shown on our Federal agreement are 53.5% (7/1/23-until amended). The US Department of Health and Human Services is UNH's cognizant federal agency. This results in $17,235 of F&A cost share in Year 1.

Campus Authorized Official DH
Date 9/5/24

Year 2 - Requests

Direct Labor (Salary, wages and fringe benefits)

Senior Personnel:

Other Personnel: Campus requests ~4 weeks of support ($4,138) for Wells Costello of New Hampshire Sea Grant's Coastal Research Volunteer program to coordinate volunteer efforts related to the project. Campus requests 2 weeks of support for Dr. Linas Kenter to assist with PIT tag retention investigations ($2,800). Campus requests funds for senior technician Trevor Banister ($4,337) to lead field efforts and assist in scale aging, along with a technician ($6000) to assist in field efforts.

Fringe benefits: Fringe is charged at the standard University of New Hampshire rate of 33.2% full fringe; 7.7% partial fringe and 33.2% for Post Docs. These rates result in a total of $5,735 requested in fringe in Year 2.

Other Direct Costs: None

Travel: Campus requests $704 for field technicians to help offset mileage costs of travel between UNH and field sites. Campus requests these funds to support 35 miles per day for 3 days per week for five weeks for two vehicles during the field season. The federal mileage rate used is $0.67 per mile.

Supplies: Campus requests funds for up to 50 acoustic telemetry tags ($19,500), three acoustic telemetry receivers ($2600 per for a total of $7,800), telemetry receiver batteries ($600), moorings for telemetry receivers (concrete anchors, line, hardware, and buoys; $2,100), tagging supplies ($1,000), and research vessel time to place, download, and retrieve receivers ($643). Campus requests $100 for slides, enzymes, and other consumables needed for scale aging, and $100 for potential tag retention study supplies. In total, Campus requests $31,843 in supplies in Year 2.

Subcontract: None

Indirect Costs (F&A)
Facilities and Administration is charged at 26% of the total costs of the project. This results in a request of $14,445 for F&A in Year 2.

Year 2 – Cost Share

Senior Personnel: Dr. Furey is providing approximately 0.27 months of salary as cost share ($2,746). Dr. Furey is responsible for organizing research, including field and quantitative efforts.

Other Personnel: None

Fringe benefits: Fringe is charged at the standard University of New Hampshire rate of 33.2% full fringe; 7.7% partial fringe and 33.2% for Post Docs. These rates result in a total of $912 in fringe provided as match in Year 2.

Other Direct Costs: Volunteers via the Coastal Research Volunteer program will assist in field work, including scanning of Rainbow Smelt, identifying and measuring fish, and data collection. 75 hours of volunteer time will be contributed to the project, resulting in $2,441 in cost share.

Campus Authorized Official DH
Date 9/5/24

Travel: None

Supplies: None

Subcontract: There are no subcontracts in our proposal.

Indirect Costs (F&A)
Facilities & Administrative (indirect) costs are calculated according to UNH's current negotiated rate agreement with the Federal government. For the proposed budget, an on-campus rate with a Modified Total Direct Costs base is applied. The applicable fiscal year rates, as shown on our Federal agreement are 53.5% (7/1/23-until amended). The US Department of Health and Human Services is UNH's cognizant federal agency. This results in $17,235 of F&A cost share in Year 2.

G. Federal Award and Subaward Information:

The State, through New Hampshire Fish and Game Department (NHFG), is the recipient of federal grant award F24AF00586, titled "NH F-61-R-26 New Hampshire's Marine Fisheries Investigations," from the Department of the Interior, Fish and Wildlife Service. The approved grant incorporates the Campus proposal for research desired by State and provides for a subaward of grant funds to Campus to conduct the project, as implemented through this Project Agreement. The following federal grant information and associated subaward information is included for reference and to comply with requirements for pass through entities in the federal assistance regulation at 2 CFR 200.332.

Through execution of this Project Agreement, Campus acknowledges that it is a subrecipient of federal funds through the State to complete the project.

NHFG Subrecipient Agreement #:	NHFG-2024-02
Subrecipient Name:	University of New Hampshire
Subrecipient SAM UEI #:	GBNGC495XA67
Amount this Subaward:	$140,000
Budget Period of Subaward:	January 1, 2024 – December 31, 2025
Subaward is for R&D (yes/no):	No
Total Active Subawards to UNH:	$2,435,203
Prime Federal Grant Number:	F24AF00586
Federal Grant /Project Title:	NH F-61-R-26 New Hampshire's Marine Fisheries Investigations
Federal Funding Agency:	United States Fish and Wildlife Service
Assistance Listing Number (ALN):	15.605 Sport Fish Restoration
Prime Federal Grant Recipient:	State of New Hampshire, Fish and Game Department
Federal Award Date:	February 8, 2024 and amended September 3, 2024
Period of Performance:	January 1, 2024 – December 31, 2025
Budget Period:	January 1, 2024 – December 31, 2025
Total Award to NHFG:	$915,803

Campus Authorized Official DH
Date 9/5/24

EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement Article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: ☐ None or as indicated below.

The federal regulations applicable to Department of the Interior (DOI), Fish and Wildlife Service recipients, subrecipients and contractors are incorporated by reference. DOI Financial Assistance Standard Terms and Conditions are available on the Internet at https://www.doi.gov/grants/doi-standard-terms-and-conditions. These requirements include, but are not limited to, the following, as applicable:

a. Program Authorization / Legislation: Sport Fish Restoration (ALN # 15.605)

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 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

g. 2 CFR Part 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

h. 2 CFR Part 200.322 Domestic Preferences for Procurements.

i. 2 CFR Part 200.323 Procurement of Recovered Materials.

j. 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)

k. 2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)

l. 2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)

m. 2 CFR Part 1402, Federal Assistance Interior Regulation, supplementing 2 CFR 200 Parts A-D

n. 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior

o. 43 CFR 18, New Restrictions on Lobbying.

p. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving

Campus Authorized Official DH
Date 9/5/24

NEW HAMPSHIRE FISH & GAME DEPARTMENT
FY25 FISCAL SITUATION

MARINE FISHERIES MANAGEMENT
03 75 75 753020-22880000

Total Federal Authorization	$	915,803.00
Less Funds Expended FY24	$	165,344.00
Less Budgeted FY25 Org 2288	$	362,542.00
Less Budgeted FY25 Indirect Costs	$	53,729.00
Total Available for Budgeting	$	334,188.00
Available to Budget at Later Date	$	294,188.00
REQUESTED ACTION	$	40,000.00

Federal Grant		Grant Amount		Expended or Budgeted		Balance
F24AF00586 (F-61-R-26)	$	915,803.00	$	165,344.00	$	750,459.00
	$	915,803.00			$	750,459.00

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.

NOTICE OF AWARD

1. DATE ISSUED MM/DD/YYYY
09/03/2024

1a. SUPERSEDES AWARD NOTICE dated 02/08/2024 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.
15.605 - Sport Fish Restoration

3. ASSISTANCE TYPE Formula Grant

4. GRANT NO. F24AF00586-01
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN F24AF00586

5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD MM/DD/YYYY From 01/01/2024 Through MM/DD/YYYY 12/31/2025

7. BUDGET PERIOD MM/DD/YYYY From 01/01/2024 Through MM/DD/YYYY 12/31/2025

AUTHORIZATION (Legislation/Regulations)

Dingell-Johnson Sport Fish Restoration Act—Sport Fish Restoration (16 U.S.C. §777 et seq., except §§777e-1 and g-1)

8. TITLE OF PROJECT (OR PROGRAM)
NH F-61-R-26 New Hampshire's Marine Fisheries Investigations

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

9b. GRANTEE PROJECT DIRECTOR
Ms. Joanne Elmsry
11 HAZEN DR
CONCORD, NH, 03301-6502
Phone: 603-271-5825

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

10b. FEDERAL PROJECT OFFICER
Joshua Newhard
300 Westgate Center Dr.
Hadley, MA, 01035
Phone: 240-712-2867

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		II
a. Salaries and Wages	$	520,714.00
b. Fringe Benefits	$	309,537.00
c. Total Personnel Costs	$	830,251.00
d. Equipment	$	30,000.00
e. Supplies	$	16,000.00
f. Travel	$	2,800.00
g. Construction	$	0.00
h. Other	$	0.00
i. Contractual	$	186,667.00
j. TOTAL DIRECT COSTS	$	1,067,718.00
k. INDIRECT COSTS	$	153,353.00
l. TOTAL APPROVED BUDGET	$	1,221,071.00
m. Federal Share	$	915,803.00
n. Non-Federal Share	$	305,268.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$	915,803.00
b. Less Unobligated Balance From Prior Budget Periods	$	0.00
c. Less Cumulative Prior Award(s) This Budget Period	$	835,803.00
d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	$	80,000.00
13. Total Federal Funds Awarded to Date for Project Period	$	915,803.00

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)

b

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING 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)

New activities are approved under the NMFS Biological Opinion. Reasonable and prudent measures are attached.

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

17. VENDOR CODE 0070059517 | 18a. UEI XVNEMFW345H9 | 18b. DUNS 808590883 | 19. CONG. DIST. 02

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
2	0051055104-00010	$80,000.00	01/01/2024	12/31/2025	6151	9512 NH