



New Hampshire Fish and Game Department

48 - 6/3/26

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Stephanie L. Simek, Ph.D.
Executive Director

April 08, 2026

Her Excellency, Governor Kelly A. Ayotte
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** grant agreement with the City of Keene, NH (vendor code 177417) in the amount of \$375,000 to implement the Jordan Road Salamander Crossing Project from the date of Governor and Council approval through March 31, 2029. 100% Other Funds.

Funds are available in the following account for Fiscal Years 2026 and 2027, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

03-75-75-751520-60890000-Wildlife Program- Habitat Connectivity

	<u>FY26</u>	<u>FY27</u>
20-075-60890000-073-500580 Grants Non Federal	\$75,000	\$300,000

EXPLANATION

The New Hampshire Fish and Game Department (NHFG) requests a **sole source** grant agreement with the City of Keene (City) for the Jordan Road Salamander Crossing Project as detailed in Exhibit B. The NHFG was awarded a nationally competitive grant from the National Fish and Wildlife Foundation (NFWF) titled: Restoring Habitat Connectivity to Benefit at Risk Wildlife in New Hampshire. This agreement is sole source because the City was an identified sub-recipient in the approved grant. The City is the landowner where restoration work will occur and is providing the necessary matching funds for the grant.

The overall awarded grant involves upgrading road infrastructure at four locations in New Hampshire, including the Jordan Road project in Keene, NH. The project will have multiple benefits including reducing wildlife roadkill, improving habitat connectivity and improving safety.

The City will lead all aspects of the Jordan Road project including finalizing the design, permitting and compliance and implementation. The City will be performing as sub-recipient as identified and required by the approved grant. The City was chosen to lead the project because of committed staff and volunteers and as a project location identified as a regional priority.

NHFG will be providing 100% Other funds for these agreements and the City will provide \$28,753 in matching funds (non-federal in-kind service).

Respectfully submitted,





Stephanie L. Simek, Ph.D.
Executive Director

Kathy Ann LaBonte
Business Division

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:
GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Fish & Game Department		1.2. State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name City of Keene		1.4. Grantee Address 3 Washington St. Keene, NH 03431	
1.5. Grantee Phone # 603-357-9804	1.6. Account Number 20-075-60890000-073-500580	1.7. Completion Date 03/31/2029	1.8. Grant Limitation \$ 375,000
1.9. Grant Officer for State Agency Stephanie L. Simek, Ph.D., Executive Director		1.10. State Agency Telephone Number 603-271-3511	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1 		1.12. Name & Title of Grantee Signor 1 Elizabeth A. Ferland, City Manager	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3 		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) 		1.14. Name & Title of State Agency Signor(s) Stephanie L. Simek, Ph.D., Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)			
By: 		Assistant Attorney General, On: 05/12/2026	
1.16. Approval by Governor and Council (if applicable)			
By:		On: / /	

error.
see below
ltd

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
 - 11.2.1 Give the Grantee 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 Grantee notice of termination; and
 - 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
 - 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
 - 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
 16. **INDEMNIFICATION.** The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
 17. **INSURANCE.**
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
 18. **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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
 19. **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 first above given.
 20. **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 Council of the State of New Hampshire, if required or by the signing State Agency.
 21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. **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.
 23. **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.
 24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Grantee Initials: EAF

Date: 3-30-24

Exhibit A
Special Provisions

Federal Funding. This Agreement is supported by a Federal assistance award from the Department of Interior, Fish and Wildlife Service. Funds paid under this agreement are from a Grant Agreement to the State from the NATIONAL FISH AND WILDLIFE FOUNDATION through the AMERICA THE BEAUTIFUL CHALLENGE, which provides funding from US Fish and Wildlife Service under CFDA # 15.669. Per paragraph 6 of the General Provisions, all Federal laws, regulations, and award terms and conditions applicable to Department of Interior/ Fish and Wildlife Service award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Agreement. EXHIBIT D provides further Federal award and compliance information and required certifications.

Exhibit B
Scope of Services

Project Title: Jordan Road Salamander Crossing Project

Subaward Project Period: Upon NH Governor and Council approval through-- March 31, 2029

Grant Amount: \$375,000

Match Amount: \$ 28,753 Matching funds (may be incurred within the Grant Performance Period April 01, 2025 to March 31, 2029).

Statement of Need:

The Jordan Road Salamander Crossing Project in Keene, NH will improve habitat connectivity, reduce roadkill mortality for at-risk wildlife and improve safety. The road does not currently provide adequate opportunities for wildlife to safely cross under the road, and significant road mortality of amphibians has been documented at the site. The City of Keene under current conditions implements migration night road closures. These type of road closures play an important role in conservation efforts, however they have several limitations: (1) they are only implemented during the spring migration, leaving exiting adults and later, metamorphs without any protection; (2) they require accurately predicting the weather; and (3) the site is only closed to through traffic, so there remains enough traffic to cause amphibian mortality that threatens population viability. With strong community support, and over a decade of data, the crossing is ready for a permanent solution to provide passage under the road. The project will restore wildlife habitat connectivity by installing new structures that will allow wildlife to move through crossings under the road and reconnect important amphibian habitats.

The City of Keene, also referred to as the Grantee, will lead all aspects of the restoration project development and implementation by performing Task 1-3, listed below.

Task 1. Finalize Restoration Design.

Grantee will develop preliminary and final design for the Jordan Road Salamander Crossing Project to inter connect habitats and significantly reduce amphibian road mortality. Grantee will meet at least

twice with an advisory group comprised of NHFG biologists, Harris Center for Conservation Education biologist, engineers and staff/stakeholders from the City of Keene to collaborate and advise on the preliminary and final engineering design suitable for permitting, contractor bidding and construction. The underpass crossing(s) will be appropriate size and designed with barriers (fencing/guide walls) at least two feet high, in order to keep amphibians off the road, where they would be at risk of being hit by a car, and to guide them to a culvert underpass structure that provides safe passage under the road and habitat continuity. Steps to finalizing engineering design include site survey, right-of-way establishment, geotechnical explorations, general engineering, preliminary design and final design. Grantee will identify potential conflicts and begin utility/easement coordination early in the design phase.

Grantee will work with NHFG biologists to finalize the design, construction timeline and conditions for permitting review/approval. After receiving Notice to Proceed from NHFG, Grantee will proceed with Tasks 2 and 3, implementing the restoration project.

Task 2. Permitting and Compliance.

Prior to initiating activities that disturb or alter habitat or other features of the project sites, Grantee will acquire all necessary local and state permits and ensure compliance with the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), National Historic Preservation Act (NHPA), and Clean Water Act (CWA). After obtaining the necessary permit approvals, Grantee will work with NHFG biologists to finalize the design, construction timeline and conditions for bidding and construction.

Task 3. Implement Restoration.

- Grantee will procure materials and/or construction contractor(s)/or enact other mechanisms to implement restoration work, such as through personnel, in accordance with specifications and permit requirements.
- Grantee will participate in a pre-construction meeting before any site work begins with a NHFG biologist and project partners to review permit conditions and construction timeline.
- Grantee will implement the final restoration design developed in Task 1 to restore Jordan Road to connect habitats and significantly reduce amphibian mortality. Work under this task includes site preparation (e.g. any required overhead utility/pole relocations) and mobilization, excavating the site and installation of the new culvert structures and guide walls, and restoring any temporary impacts.
- Construction monitoring and oversight visits shall be conducted by the design engineer of record and NHFG.
- Grantee will submit construction reports to NHFG via e-mail periodically during active construction and will include activities completed and photos of the work site.
- Grantee will conduct an as-built survey of the site following construction. One As-Built report will be submitted to NHFG within 60 days of construction completion.
- NHFG will monitor the project to ensure the success of the restoration.
- Should any adaptive management actions/remedial measures be identified NHFG will work with the grantee to develop a plan.

- Maintenance and repair of the restoration site shall be part of routine roadway maintenance as practicable.

Deliverables: (1) Final Preliminary Design Plan Set for Review and Permitting; (2) Final Design Plan Set for Bidding and Construction; (3) One road crossing improvement project report.

TIMELINE AND REPORTING

Task	Estimated Time Period
Task 1. Finalize Restoration Design.	On-going- January 2027
Task 2. Permitting and Compliance. Initiate compliance as soon as possible, some components will need to wait for full engineering design.	April 2026 -June 2027
Task 3. Construction, Implement Improvements, Restoration. May begin as soon as tasks 1 and 2 are completed. In the event of compliance or supply delays implementation may occur in 2028.	November 2026-March 2029

**EXHIBIT C
Method of Payment**

Project Budget: \$375,000 (not-to-exceed). The budget is itemized as follows:

Task	Total Estimated Cost
Task 1. Finalize Restoration Design	\$15,000
Task 2. Permitting and Compliance.	\$25,000
Task 3. Implement Restoration	\$335,000

The State shall pay to the Grantee the total reimbursable program costs in accordance with the following requirements:

1. The New Hampshire Fish and Game Department agrees to reimburse the Grantee up to \$375,000 of approved project expenses in accordance with the above budget. Reimbursable program costs must be incurred with the effective period of the grant. Reimbursement requests for program costs shall be made by the Grantee. The payment request shall be accompanied by proper supporting documentation in the amount of each requested disbursement. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs.

2. The Grantee agrees to provide \$28,753 non-federal in-kind service as the match for funds provided through this contract. The Grantee may also report additional non-federal funds necessary and reasonable for project expenses. The Grantee shall maintain in its official accounting records an accounting of the total project costs to support Federal and non-Federal shares, and clearly identify the nature of each expense to demonstrate its relatedness to the contract. Matching funds may be incurred within the Grant Performance Period and shall total at least \$28,753 of non-federal in-kind services. As in-kind match, the Grantee will provide services including but not limited to engineering

Grantee Initials EAF
Date 4-2-20

design, project planning, implementation of the restoration, reporting and administration. Documentation of match shall be included on invoices.

3. The Grantee shall apply for reimbursement of actual costs through submission of an invoice upon completion of each tasks. Each invoice is to be itemized. Cost shall be supported by attaching a summary report for the invoice period showing work hours billed for the period, costs by major cost category, and the value and source of any in-kind match. Upon request, the Grantee shall provide NHFG copies of supporting documentation for the amount of any invoiced payment requests and matching costs, which may include evidence of Grantee's payments for supplies and services, personnel time reports, travel expenditures, and volunteer time records in support of in-kind match.

4. Continuation of this grant agreement for the full project period is subject to availability of other funds for this purpose. If funding is not available, the Grantee will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.

5. Federal Tax ID: 02-600-5322

6. The Grantee agrees to maintain financial documents necessary to comply with State and Federal regulations associated with the project funding. Federal regulations are provided in Exhibit D.

EXHIBIT D

1. Federal Award / Subaward Information

Through execution of this agreement, the City of Keene (UEI # YYAFC9KA35K1) acknowledges that they are a (sub)sub-recipient of the New Hampshire Fish and Game Department under a Grant Agreement to the State from the NATIONAL FISH AND WILDLIFE FOUNDATION through the AMERICA THE BEAUTIFUL CHALLENGE, which provides funding from the Department of the Interior, United States Fish and Wildlife Service under CFDA # 15.669. 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 and regulation; and special award terms and conditions. The Federal regulations applicable to Service recipients and their sub-recipients and contractors are currently found on the Internet at <https://www.doi.gov/grants/doi-standard-terms-and-conditions> and <https://www.fws.gov/library/collections/financial-assistance-general-award-terms-and-conditions>.

Title of Federal Award/Project:	Restoring Habitat Connectivity to Benefit At-Risk Wildlife in New Hampshire
Federal Grant Number:	F24AC01102
State Grant ID Reference:	America the Beautiful-Restoring Connectivity to Benefit At-Risk Wildlife in NH
Federal Funding Agency:	Department of the Interior, Fish and Wildlife Service
Assistance Listing No./Title:	15.669

Prime Recipient: New Hampshire Fish and Game Department (NHFG)
 Federal Award Date: April 1, 2025
 Period of Performance: April 1, 2025-March 31, 2029
 Budget Period: April 1, 2025- March 31, 2029
 Total Award to NHFG: \$2,670,970.31
 Subrecipient Agreement #: NHFG-2026-08
 Subrecipient Name: City of Keene
 Subrecipient SAM UEI: YYAFC9KA35K1
 Federal Funds to Sub-recipient: \$375,000
 Budget Period of Subaward: Grant approval- March 31, 2029
 Subaward is for R&D (yes/no): No
 Total Active Subawards: \$0.00

Project Contact:
 Sandra Houghton
 Wildlife Diversity Biologist
 NH Fish and Game
 603-271-5679
sandra.d.houghton@wildlife.nh.gov

Administrative Contact:
 Dawn Trombly
 Federal Aid Administrator
 NH Fish and Game
 603-271-5823
dawn.m.trombly@wildlife.nh.gov

2. Federal Compliances

The Grantee agrees to comply with the following provisions, as applicable:

- a. Program Authorization / Legislation: US Fish and Wildlife (ALN# 15.669)
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subparts A—D, as supplemented by 2 CFR Part 1402—Financial Assistance Interior Regulation and including the provisions in 2 CFR 1402.112 and 1402.315.
- c. 2 CFR Part 200, Subpart E—Cost Principles. These cost principles apply to all domestic and foreign non-Federal entities except non-profit organizations identified as exempt in Appendix VIII to 2 CFR Part 200.
- d. 2 CFR Part 200, Subpart F—Audit Requirements. These audit requirements apply to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations.
- e. 2 CFR Part 25, Universal Identifier and Central Contractor Registration. A recipient may not make a subaward to a subrecipient unless that subrecipient has obtained and provided to the recipient a unique entity identifier from the System for Award Management (SAM). Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.

- f. 2 CFR Part 170, Reporting Subawards and Executive Compensation
- g. 2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)
- h. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - b) Procure a commercial sex act during the period of time that the award is in effect; or
 - c) Use forced labor in the performance of the award or subawards under the award.
- i. 2 CFR Part 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
 - (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - (b) Affirmative steps
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- j. 2 CFR Part 200.322 Domestic Preference for Procurement. The Grantee shall, to the greatest extent practicable and as applicable, provide a preference for the purchase,

acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as prescribed by 2 CFR 200.322.

- k. 2 CFR Part 200.323 Procurement of Recovered Materials.
- l. 2 CFR 200.216 Prohibition on Certain Telecommunications and Video Surveillance Equipment. The Grantee shall adhere to the requirements of 2 CFR 200.216 regarding certain telecommunications and video surveillance equipment. The Grantee is prohibited from procuring, obtaining, or extending, renewing, or entering into a contract that involves equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- m. 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)
- n. 2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement). See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- o. 2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)
- p. 2 CFR Part 1402, Federal Assistance Interior Regulation, supplementing 2 CFR 200 Parts A-D
- q. 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- r. 43 CFR 18, New Restrictions on Lobbying
- s. 41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award, related subawards, and related contracts over the simplified acquisition threshold (currently \$250,000) and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights

and protections under 41 USC 4712.

(c)The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

- t. 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.
- u. Executive Order No. 13043, Section 1(c) and (d) (1997), Increasing Seat Belt Use in the United States: Recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

3. Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

A contract award (see 2 CFR 180.220) cannot be made to parties listed on the System for Award Management (SAM) government-wide exclusions list in accordance with 2 CFR 180, which implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions list the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before entering into a covered transaction the grantee must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

The Grantee hereby certifies per Subpart C of 2 CFR Part 180 that neither the Grantee 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.

4. Certification Regarding Lobbying

The Grantee 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 Grantee'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).

Certificate of Authority

Certificate of Vote of Authorization

Grant Recipient: The municipality of City of Keene, 5 Washington St, Keene, NH 03431
(Municipality name & address)

I, Terri Hood, City Clerk, of the Town/City of Keene, NH, do
(Name & Title) (Municipality)

hereby certify that at a ~~Selectboard~~ ^{City Council} meeting held on December 18, 2025, granted
(Date of vote)

Keene, NH the authority to enter into a Grant Agreement with the New
(Municipality)
Hampshire Fish & Game Department and voted that

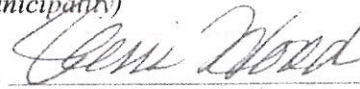
Elizabeth Ferland, City Manager is duly authorized to enter into said agreement on
(Name & Title)

behalf of the ~~Town~~ ^{City} of Keene, NH and is further authorized to
(Municipality)

execute any documents which may, in their judgement, be desirable or necessary to effect the
purpose of this vote.

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk of and for
(Title)

the Town of Keene, NH.
(Municipality)

Terri Hood,  04/07/2026
(Print name) (Signature) (Date of signature)



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only, Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> City of Keene 3 Washington Street Keene, NH 03431-3191		<i>Member Number:</i> 210	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/>	General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2025	7/1/2026	Each Occurrence	\$ 2,000,000
				General Aggregate	\$ 10,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
<input checked="" type="checkbox"/>	Automobile Liability Deductible Comp and Coll: \$1,000 <input type="checkbox"/> Any auto	7/1/2025	7/1/2026	Combined Single Limit (Each Accident)	\$2,000,000
				Aggregate	\$10,000,000
<input checked="" type="checkbox"/>	Workers' Compensation & Employers' Liability	1/1/2026	1/1/2027	<input checked="" type="checkbox"/> Statutory	
				Each Accident	\$2,000,000
				Disease - Each Employee	\$2,000,000
				Disease - Policy Limit	
<input checked="" type="checkbox"/>	Property (Special Risk includes Fire and Theft)	7/1/2025	7/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH Fish & Game Department 11 Hazen Dr Concord, NH 03301			By: <i>Mary Beth Purcell</i>
			Date: 4/6/2026 mpurcell@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



CITY OF KEENE NEW HAMPSHIRE

ITEM #D.5.

Meeting Date: December 18, 2025
To: Mayor and Keene City Council
From: Finance, Organization and Personnel Committee, Standing Committee
Through:
Subject: **Acceptance and Execution of a Grant Agreement with the New Hampshire Fish and Game Department for the Jordan Road Salamander Crossing Project**

Council Action:

In City Council December 18, 2025.

Voted 13 in favor and two opposed to carry out the intent of the report.

Recommendation:

On a vote of 4 to 0, the Finance, Organization and Personnel Committee recommends that the City Manager be authorized to do all things necessary to execute, accept, and expend a grant agreement with the New Hampshire Fish and Game Department for the engineering, permitting and construction of the Jordan Road Salamander Crossing Project.

Attachments:

None

Background:

Mr. Ruoff stated the City applied for and received a grant for the Jordan Road Salamander Crossing Project. These are administrative funds through NH Fish and Game and the City will be teaming with the Harris Center for this work. Mr. Ruoff stated one of the conditions of accepting this grant is City Council approval.

The project is estimated at about \$375,000 with a 10% City commitment. City Engineering staff will be in charge of the design of the project. The Harris Center will also be providing volunteer work to meet the financial match of the City.

Councilor Chadbourne noted this project is being located only in one place but there are different crossings throughout the City. Mr. Ruoff stated the City is working with the Harris Center to identify the best location. He stated that 50 to 70 feet north of Peg Shop Road on Jordan Road are vernal pools (wetlands areas), which are the most conducive crossing areas. He stated what the Harris Center has done as part of their initial research in support of this project is to track all the crossings of the endangered species in that area. Based on this, the crossing tunnel will be located under the