



New Hampshire Fish and Game Department

57- 7/29/26

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Stephanie L. Simek, Ph.D.
Executive Director

May 28, 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 Memorandum of Understanding (MOU) with the New Hampshire Department of Natural and Cultural Resources (DNCR) (vendor code 177887) in the amount of \$45,000.00 for the purpose of implementing NH's Wildlife Action Plan from the date of Governor and Council approval through June 30, 2027. 100% Federal Funds.

Funds are available in the following account:

03-75-75-751520-2125 WILDLIFE PROGRAM – NONGAME MANAGEMENT

	<u>FY27</u>
20-07500-21250000-049-584935 Transfers to Other Agencies	\$45,000

EXPLANATION

The New Hampshire Fish and Game Department (NHFG) requests to enter into a Memorandum of Understanding (MOU) with the Department of Natural and Cultural Resources (DNCR) to assist with implementation of the NH Wildlife Action Plan as detailed in Exhibit A. Through this MOU, the NHFG will provide financial assistance to the DNCR to conduct database development and management, technical assistance, and planning activities as outlined in the NH Wildlife Action Plan. The MOU includes Exhibits A (MOU Terms), B (Payment Terms), and C (Federal Award Information).

The Natural Heritage Bureau, a unit within the Division of Forests and Lands at DNCR, maintains a database of known verified occurrences of wildlife, rare plants, and natural communities as part of a national network that tracks species and habitats throughout North America. The NHFG has jurisdiction over wildlife data but by collaborating among state agencies, one centralized database is maintained that includes both plants/natural communities and wildlife using consistent standards and which creates both efficiencies in data management and maintains strict quality control of these data. This database is used to inform planning and management decisions and to share information on the occurrence and distribution of wildlife, plants, and natural communities with New Hampshire communities, landowners, businesses, and other state agencies and serves as a key tool in the development and implementation of the NH Wildlife Action Plan. The DNCR will provide non-federal matching funds that are required under the federal funding from the United States Fish & Wildlife Service (USFWS).

Respectfully submitted,

Stephanie L. Simek, Ph.D.
Executive Director

Kathy Ann LaBonte, Chief
Business Division

State of New Hampshire

Interagency Memorandum of Understanding

(For use between an executive branch agency and another agency or branch of government of the State of New Hampshire)

Whereas, the Fish and Game Department [“AGENCY 1”] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, the Department of Natural and Cultural Resources [“AGENCY 2”] is a duly constituted agency or branch of government of the State of New Hampshire;

Whereas, pursuant to RSA 212-B [insert, for example, RSA or Chapter Law number] AGENCY 1 is responsible for:
developing research, management, and education programs for nongame species (RSA 212-B), including threatened or endangered wildlife (RSA 212-A), may enter into agreements with other state agencies to conserve these species, and has established the Nongame Program to accomplish these goals.

Whereas, AGENCY 1 desires to:
Enter into this Memorandum of Understanding for mutual benefits, the benefit of the State, and in furtherance of constitutional or statutory authority and objectives.

Whereas, pursuant to RSA 217-A [insert, for example, RSA or Chapter Law number] AGENCY 2 is responsible for:

collecting and analyzing data on the status, location, and distribution of native plant species and natural communities in the state, and developing and implementing measures for the protection, conservation, enhancement, and management of native New Hampshire plants and maintaining a database of verified records of current or formerly rare, threatened, endangered, and tracked plant and wildlife species, and exemplary natural communities.

Whereas, AGENCY 2 desires to:
Enter into this Memorandum of Understanding for mutual benefits, the benefit of the State, and in furtherance of constitutional or statutory authority and objectives.

NOW, THEREFORE, the parties enter into this Memorandum of Understanding to their mutual benefit, the benefit of the State and in furtherance of constitutional or statutory authority and objectives.

1. The Fish and Game Department [AGENCY 1] agrees to [check all that apply]:

- ☒ A. Pay AGENCY 2 the amount of \$ 45,000 for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

Execute the following if Box 1., A is checked: Payment shall be provided from [IDENTIFY FUND]:

20-07500-21250000-049-584935

- ☐ **B.** Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

2. The Department of Natural and Cultural Resources _____ [**AGENCY 2**] agrees to [check all that apply]:

- ☐ **A.** Pay **AGENCY 1** the amount of \$_____ for the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

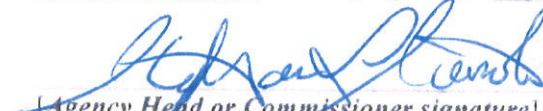
Execute the following if Box 2. A is checked: Payment shall be provided from [**IDENTIFY FUND**]:

- ☒ **B.** Perform the services described in the attached MOU Exhibit A, which is hereby incorporated by reference.

3. The method of payment and payment amount for the above-referenced services, if any is required, is described in the attached MOU Exhibit B, such exhibit being hereby incorporated by reference.
4. All obligations hereunder are contingent upon the availability and continued appropriation of funds. The agencies shall not be required to transfer funds from any other account in the event that funds are reduced or unavailable.
5. The Memorandum of Understanding is effective until June 30, 2027 [**DATE**].
6. This Memorandum of Understanding may be amended by an instrument in writing signed by both parties. Either party may terminate this agreement by providing written notice to the other party at least ⁶⁰ _____ [**NUMBER**] days prior to termination.
7. The Parties agree that the obligations, agreements and promises made under this Memorandum of Understanding are not intended to be legally binding on the Parties and are not legally enforceable.
8. Disputes arising under this Memorandum of Understanding which cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
9. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.

10. The parties hereto do not intend to benefit any third parties and this Memorandum of Understanding shall not be construed to confer any such benefit.
11. In the event any of the provisions of this Memorandum of Understanding are held to be contrary to any state or federal law, the remaining provisions of this Memorandum of Understanding will remain in full force and effect.
12. This Memorandum of Understanding, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Memorandum of Understanding and understandings between the parties, and supersedes all prior Memoranda of Understanding and understandings relating hereto.
13. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.

14. **FOR AGENCY 1** [Name of Agency]: Fish and Game Department


[Agency Head or Commissioner signature]

Date

6/11/2026

Stephanie L. Simek, Ph.D., Executive Director

[Agency Head or Commissioner name in print]

15. **FOR AGENCY 2** [Name of Agency]: Department of Natural and Cultural Resources


[Agency Head or Commissioner signature]

Date

5/27/2026

Adam Crepeau, Interim Commissioner

[Agency Head or Commissioner name in print]

PLEASE NOTE

1. **MOU Exhibit A** (MOU Terms) and, if applicable, **MOU Exhibit B** (Payment Terms) must be attached to this form.
2. This form is intended only for use with Interagency Memoranda of Understanding ("MOUs"). Please refer to the MOU 1 checklist and instructions when executing this document. For Interagency MOUs, Department of Justice review and execution is only required if the MOU involves an expenditure of funds in an amount which is equal to or greater than the approval threshold established by the Governor and Executive Council

in Chapter MOP 161 of the Department of Administrative Services Manual of Procedures.

3. *If more than two agencies or branches are involved in the agreement, please include all information listed above for each agency or branch, identifying them as, for example, "Agency 3," "Agency 4," and so forth.*
4. *No changes may be made to the preprinted terms of this form without the approval of the Department of Justice.*
5. **The Department of Justice and Governor and Council approvals appearing below are only required if this MOU is submitted to the Governor and Council for approval.**

Approved by the New Hampshire Department of Justice for form, substance, and execution:

By: Metissa Fates On: 7/2/26
Metissa Fates, Esq. Date

Approved by the Governor and Executive Council

By: _____ On: _____
Date

Exhibit A

MOU Terms

This Agreement consists of the following documents: Exhibits A (MOU Terms), B (Payment Terms), and C (Federal Award Information), which are all incorporated herein by reference as if fully set forth herein.

Project Title: Implementation of Wildlife Action Plan

Project Period: Upon G&C approval through June 30, 2027.

Project Purpose: This MOU is entered into by the New Hampshire Natural Heritage Bureau (hereafter NHB), a unit of the New Hampshire Division of Forests and Lands at the Department of Natural and Cultural Resources (DNCR), and the Nongame and Endangered Wildlife Program, a program within the New Hampshire Fish and Game Department (hereafter NHFG Nongame Program). The purpose of this MOU is to continue an ongoing relationship between both parties regarding the implementation of the NH State Wildlife Action Plan (hereafter SWAP). Through this MOU the NHFG Nongame Program will provide financial assistance to the NHB to conduct database development and management, technical assistance, and planning activities as outlined in the NH SWAP.

The NHB maintains NH's centralized database of rare plants, wildlife and natural communities as part of a national network that tracks species and habitats throughout North America. As a member of this network, NHB is obligated to maintain fields within its occurrence database regarding the known verified locations of and selected biological information about certain plant species, wildlife species, and natural communities (referred to as Element Occurrences) in New Hampshire (i.e., NHB database as defined by Ncr 302.02(n)). The NHFG has jurisdiction over New Hampshire wildlife, and as such, makes frequent use of and has sole authority regarding the usage of wildlife Element Occurrence (EO) data residing at the NHB, and must approve all agreements that involve the provision or use of wildlife EO data. By collaborating among state agencies, one centralized database is maintained that includes both plants/natural communities and wildlife using consistent standards and which creates both efficiencies in data management and maintains strict quality control of these data.

NHFG Nongame Program funding for the contracted services outlined in this document will be provided in part by federal funds administered by the U.S. Fish & Wildlife Service and consistent with federal award information and compliances as identified in Exhibit C.

Scope of Work: Under federal grant T-9-T-4, the NHB will work closely with the NHFG Nongame Program through June 30, 2027, to advance key conservation strategies identified in the SWAP.

Grant T-9-T-4 Conservation Science and Technical Assistance to Support Species and Habitat Protection and Recovery

PROJECT 1 - Research, Survey, Data Collection, and Analysis

GRANT OBJECTIVE:

***Objective 1-1:** To annually develop and/or manage a minimum of at least 3 comprehensive wildlife conservation data management systems including data acquisition, species recovery, monitoring, habitat management, monitoring NH Wildlife Action Plan actions, and performance monitoring, to be used to guide conservation activities through 2028.*

***Objective 1-2:** To conduct at least 1 habitat data acquisition and/or analysis investigation by 2028 such as enhancing, updating and maintaining NH Fish and Game's conservation GIS including updating habitat and habitat condition maps, developing models of ecological processes (e.g., connectivity and human influences), updating, and refining maps of the distribution of wildlife and wildlife habitats for use by NH Fish and Game staff and partners in conducting conservation activities.*

Action 1-1 (Objective 1-1) – Research, survey, data collection and analysis (Action Strategy), Information technology and management (Action Activity)

NHB Tasks:

- Enter verified wildlife occurrences into the NHB database at a frequency of no less than once per month. Following NHFG Nongame Program review and verification approval of wildlife records, the NHB will further verify the accuracy of wildlife information provided and map those accurate wildlife occurrences and in accordance with NatureServe guidelines. Wildlife occurrence data will be provided to NHB from various sources as approved by NHFG Nongame Program.
- Incorporate bulk rare wildlife data sources from field survey reports (e.g., loon, eagle monitoring data) into the NHB database. The NHB will work with data providers to ensure that data is delivered in a consistent and useful format. Any data reports or survey data (raw) provided directly to the NHB from partners will be shared and approved by the NHFG Nongame Program prior to entry.
- Assist in further reviewing the accuracy of select wildlife records and/or species as requested by NHFG Nongame Program.
- Delineate, maintain, and refine wildlife element occurrence boundary data and wildlife habitats (using known home range sizes, habitat use information, existing data, and air photos, etc.) as directed by the NHFG Nongame Program and in accordance with relevant NatureServe guidance and standards. Coordination with neighboring states and/or partners may be required.
- Revise the database fields as needed due to changes to species listing status.
- Deliver all wildlife database records to the NHFG Nongame Program point of contact and NHFG GIS data manager point of contact via a protected, shared drive, or other agreeable means at a frequency of not less than once/month and provide NHFG Nongame

Program point of contact with a NatureServe account for live access to review animal data record updates.

- In collaboration with the NHFG Nongame Program, the NHB will develop and maintain data sharing agreements with individuals seeking rare wildlife data.
 - At the request of the landowner, the NHB will share occurrence record data specific to the landowner's property through the issuance of landowner data letters. NHB staff time to issue landowner letters that involve the release of wildlife data will be used as match for this grant.
- Work with NHFG Nongame Program to identify data sharing procedures and release information for conservation projects not required to use the NHDES DCT tool.
- In collaboration with the Nongame Program, the NHB will identify and help implement procedures for communicating with landowners regarding wildlife data.
- The NHB will provide NHFG Nongame Program with a summary report of the age of wildlife records with a focus on those populations lacking recent records to assist with prioritizing survey efforts.
- Working with the NHFG Nongame Program, NHB will update S-Ranks for wildlife tracked in NH, as well as methodology for determining population ranks of those species tracked in the database.
- Participate in meetings with NHFG Nongame Program and relevant conservation partners to determine additional database needs.
- Expand the capabilities of the NHB database to include functionality for storing information on species and habitat monitoring, and landowner information.
- Develop database modules for storing information on conservation targets and restoration/management activities.
- Assist in the development of an updated wildlife observation reporting platform. This may include participating in planning and technical meetings, providing information on records/database needs in consideration of the NHB database and other technical assistance as needed.

Action 1-1 Reporting/ Unit of Measure:

- Number of databases maintained
- Number of Element Occurrences (EOs) (individual species observation records) *updated* in rare species database
- Number of EOs added to NHB database
- Number of wildlife species for which data occurrences was updated or added.
- Other database updates

**Action 1-2 (Objective 1-2): Research, survey, data collection and analysis (Action Strategy),
Habitat data acquisition and analysis (Action Activity)**

NHB Tasks:

- Assist NHFG Nongame Program in the development of habitat and habitat condition maps or ecological models that will be used by NHFG Nongame Program in conducting or providing assistance in identifying and implementing wildlife conservation activities. Includes updating existing SWAP maps as needed.

Action 1-2 Reporting/ Unit of Measure:

- Number of Investigations, Describe

PROJECT 2 – Environmental Review

GRANT OBJECTIVE:

Objective 2-1: *To annually review and provide recommendations on a minimum of 100 projects proposed by individuals and/or agencies authorizing or funding activities in order to avoid, minimize and mitigate for adverse impacts to endangered, threatened, and other protected wildlife through 2028.*

Objective 2-3: *To annually review a minimum of 1 existing protocol, policy, and/or guideline and recommend changes that will improve the coordination and efficiency among regulatory agencies, boards, and applicants to enhance the protection of sensitive and/or imperiled wildlife resources through 2028.*

Action 2-1 (Objective 2-1): Environmental review (Action Strategy), Review of proposed projects/plans (Action Activity)

NHB Tasks:

- NHB will develop environmental review screening layers to be used by the Department of Environmental Services and maintain a log of procedure changes. NHB time on this task will be used as match for this grant only.
- NHB will work with NHFG Nongame Program to review procedures for reviewing non-permitting project reviews such as, but not limited to, projects submitted to the DNCR Department Lands Management Team (DLMT), State Lands Management Team (SLMT), DNCR trails grants, and NEPA projects not requiring NHDES review. Participation in the Department Lands Management Team (DLMT) meetings will be used as match for this activity.
- *Note:* Activities eligible under MOU between DNCR and NHDES will not be charged to this contract but may be used as match if funds are eligible and not obligated as match for other federal grants (e.g., development of screening layer, technical assistance to NHDES, etc.).

Action 2-1 Reporting / Unit of Measure:

- Number of projects/plans reviewed

Action 2-3 (Objective 2-3): Environmental review (Action Strategy), Review of proposed projects/plans (Action Activity)

NHB Tasks:

- Assist the Nongame Program in the development of protocols to improve inter-agency database management and data transfer in support of the environmental review process.
- *Note:* Activities eligible under MOU between DNCR and NHDES will not be charged to this contract (e.g., development of screening layer, technical assistance to NHDES, etc.).

Action 2-3 Reporting/ Unit of Measure:

- Number of protocols improved or developed, Describe

PROJECT 3 – Planning

GRANT OBJECTIVE:

Objective 3-1: To revise one Wildlife Action Plan by 12/31/2025 and evaluate the performance of the NH Wildlife Action Plan through 12/31/2028.

Objective 3-2. To use wildlife and habitat data to assist in the creation of at least 1 regional land conservation plan by 2028.

Action 3-1 (Objective 3-1): Planning (Action Strategy), State Wildlife Action Plan Comprehensive Review and Revision (Action Activity)

NHB Tasks:

- Participate in the NH SWAP Implementation Team with a focus on implementation and evaluation of the effectiveness of the goals and objectives of the 2025 SWAP.
- Assist with communication and facilitation of implementation of priority actions to other conservation partners.

Action 3-1 Reporting/Unit of Measure:

- Number of meetings attended & associated tasks

Action 3-2 (Objective 3-1): Planning (Action Strategy), Land use planning (Action Activity)

NHB Tasks:

- Assist with the development of conservation plans, with a focus on Species of Greatest Conservation Need (SGCN) and SWAP priorities
- Assist the NHFG Nongame Program with developing restoration, recovery, and population management plans for priority species and/or habitats in line with objectives and priorities outlined in the 2025 NH SWAP.
- Provide technical expertise to inform species and habitat plan development through meetings, data analysis, and through the development of documents such as guidelines or best management practices.
- Attend periodic restoration, recovery, and population management plans as requested

Action 3-2 Reporting/Unit of Measure:

- Number of plans, describe the activity

PROJECT 4 – Regional Collaboration

GRANT OBJECTIVE:

***Objective 4-1:** To develop and disseminate wildlife information and habitat management recommendations, based on the needs of NH species of greatest conservation need and their habitats, to at least 1 regional and/or national organization annually through 2028.*

***Objective 4-2:** To participate in at least 3 regional or national technical committees annually through 2028.*

Action 4-1 (Objective 4-1): Technical assistance (Action Strategy), Assistance to other organizations (Action Activity)

NHB Tasks:

- Provide SWAP maps, wildlife and habitat data, conservation planning tools, expert review, and other technical assistance to local, regional and national projects working on wildlife and habitats as requested by NHFG Nongame Program.

Action 4-1 Reporting/ Unit of Measure:

- Number of organizations provided assistance

Action 4-2 (Objective 4-2): Technical assistance (Action Strategy), Participation on technical committees (Action Activity)

NHB Tasks:

- Participate in regional wildlife, database tracking, and conservation working groups as requested by NHFG Nongame Program.

Action 4-2 Reporting/ Unit of Measure:

- Number of regional/national technical committees as requested by NHFG Nongame Program.

Exhibit B
Payment Terms

Project Title: Implementation of Wildlife Action Plan

Project Period: Upon G&C approval through June 30, 2027.

BUDGET
<i>Federal Funds (provided by the NHFG Nongame Program):</i>
\$45,000
<i>Non-Federal Matching Funds (provided by the NHB):</i>
\$24,231
<i>Project TOTAL:</i>
\$69,231

Total Funding Obligation

The NHFG Nongame Program will contract the services of the NHB upon Governor and Council approval through June 30, 2027 for a total of **\$45,000**. NHB will be responsible for documenting a total of **\$24,231** of non-federal match for this project. The NHB shall maintain financial records that meet all with State and Federal requirements. The financial assistance to the NHB for completing the tasks outlined in this MOU is contingent upon the availability of federal grant support as administered by the U.S. Fish & Wildlife Service, as outlined in Exhibit C.

Method of Payment

NHFG will issue payment within 30 days after receipt of a invoice from NHB. Payment shall be made by interdepartmental funds transfer.

Terms of Payment

Payment authorization by the NHFG Nongame Program will be dependent on the following:

- Quarterly payments based on the invoiced expenses incurred during the quarter, itemized by project and job as identified in this MOU.
- Quarterly invoices will be submitted by the NHB to: Mike Marchand, Nongame and Endangered Wildlife Program Supervisor, New Hampshire Fish & Game Department, 11 Hazen Dr., Concord, NH 03301.
- Each invoice must include:
 - An itemization of all non-federal match provided by NHB for the quarter *and* to-date
 - A detailed quarterly report describing how NHB's work contributed to the strategies detailed in the SWAP (reports must provide action updates consistent with the USFWS TRACS reporting database, as applicable).

Quarterly coordination meetings will be held between NHB and the NHFG Nongame Program point of contact to support work planning and ensure progress on agreed upon tasks.

The NHFG Nongame Program will provide updated project grant codes or invoice terms as warranted to the NHB if federal grant funding conditions change.

Record Retention and Access

The NHB shall permit NHFG and its auditors access to all financial books, documents, paper, and records which are directly pertinent to the agreement for making audits, examination, excerpts, and transcriptions. All financial records and supporting documents related to costs under this agreement must be retained for a period of three years from submission of the last request for payment. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Federal Award Information and Compliances

DNCR shall comply with all federal regulations and requirements, as applicable. See attached Exhibit C.

Exhibit C

Federal Award Information and Compliances

1. Federal Award / Subaward Information

Through execution of this agreement, the Department of Natural and Cultural Resources (Division of Forests and Lands - SAM UEI # T77EFP2MXG9) acknowledges that they are a sub-recipient of the New Hampshire Fish and Game Department under State Wildlife Grants Application for Federal Assistance (Federal Assistance Listing #15.634) titled T-9-T-4 Conservation Science and Technical Assistance to Support Species and Habitat Protection and Recovery and the corresponding federal assistance grants from the Department of the Interior, United States Fish and Wildlife Service. Awards from the Fish and Wildlife Service are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: applicable Federal regulations; program-specific legislation and regulation requirements; 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:	T-9-T-4 Conservation Science and Technical Assistance to Support Species and Habitat Protection and Recovery
Federal Grant Number:	F24AF00537
State Grant ID Reference:	T-9-T-4
Federal Funding Agency:	Department of the Interior, Fish and Wildlife Service
Assistance Listing No./Title:	15.634 State Wildlife Grants
Prime Recipient:	New Hampshire Fish and Game Department (NHFG)
Federal Award Date:	January 1, 2024
Period of Performance:	January 1, 2024-December 31, 2028
Budget Period:	January 1, 2024-December 31, 2028
Total Award to NHFG:	\$1,756,366
Subrecipient Agreement #:	NHFG-2026-10
Subrecipient Name:	Department of Natural and Cultural Resources (DNCR)
Subrecipient SAM UEI:	T77EFP2MXG9
Federal Funds to Sub-recipient:	\$45,000
Budget Period of Subaward:	Upon G&C Approval through June 30, 2027
Subaward is for R&D (yes/no):	No

Total Active Subawards to NHB: \$0.00

Project Contact:

Michael Marchand

Nongame Program supervisor

NH Fish and Game

603-271-5679

michael.n.marchand@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: State Wildlife Grants (ALN# 15.634)
- 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).