

CONTRACT  
ATLANTIC STATES MARINE FISHERIES COMMISSION

RECIPIENT: EASTERN BROOK TROUT JOINT VENTURE  
CONTRACT NUMBER: 018-0802  
PERIOD OF PERFORMANCE: 8/1 - 12/31/18

THIS CONTRACT, ENTERED INTO THIS 1<sup>ST</sup> DAY OF AUGUST 2018 BY THE ATLANTIC STATES MARINE FISHERIES COMMISSION (ASMFC OR THE COMMISSION) AND THE EASTERN BROOK TROUT JOINT VENTURE (EBTJV), HEREINAFTER CALLED THE CONTRACTOR, WITNESSES THAT THE PARTIES HERETO DO AGREE AS FOLLOWS:

**ARTICLE 1. STATEMENT OF WORK:** THE CONTRACTOR SHALL FURNISH THE NECESSARY PERSONNEL, FACILITIES, AND MATERIALS FOR PERFORMANCE OF THE FOLLOWING WORK:

**PROMOTING STRATEGIC FISH HABITAT CONSERVATION THROUGH REGIONAL AND COLLABORATIVE SCIENCE AND PRIORITY SETTING**

SEE ATTACHED STATEMENT OF WORK (SOW) FOR A COMPLETE DESCRIPTION OF THE PROJECT.

**ARTICLE 2. COST:** THE TOTAL ESTIMATED COST TO THE ATLANTIC STATES MARINE FISHERIES COMMISSION FOR PERFORMANCE OF THIS CONTRACT IS NOT TO EXCEED \$12,000. THE PROPOSED BUDGET IS IN THE ATTACHED SOW.

**ARTICLE 3. PERIOD OF CONTRACT:** WORK SHALL COMMENCE ON AUGUST 1, 2018 AND SHALL BE COMPLETED NOT LATER THAN DECEMBER 31, 2018.

**ARTICLE 4. AUTHORITY:** THIS CONTRACT IS NEGOTIATED UNDER THE PROVISIONS OF A GRANT FROM THE UNITED STATES DEPARTMENT OF THE INTERIOR, FISH & WILDLIFE SERVICE, THROUGH A CONTRACT BETWEEN THE ASSOCIATION OF FISH AND WILDLIFE AGENCIES /NATIONAL FISH HABITAT BOARD AND THE ATLANTIC STATES MARINE FISHERIES COMMISSION. THE CONTRACTOR AGREES TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND POLICIES SET OUT IN 2 CFR 215 (FORMERLY OMB CIRCULAR A-110), APPENDIX A, "CONTRACT PROVISIONS." THESE "CONTRACT PROVISIONS" ARE INCORPORATED BY REFERENCE AS IF FULLY SET FORTH VERBATIM HEREIN.

**ARTICLE 5. AGENTS:** THE PRINCIPAL AGENT FOR THE ATLANTIC STATES MARINE FISHERIES COMMISSION ON ADMINISTRATIVE MATTERS SHALL BE LAURA C. LEACH, DIRECTOR OF FINANCE AND ADMINISTRATION, AND ON TECHNICAL MATTERS SHALL BE PATRICK A. CAMPFIELD, DIRECTOR OF FISHERIES SCIENCE. THE AGENT FOR THE CONTRACTOR ON ADMINISTRATIVE AND TECHNICAL MATTERS SHALL BE STEPHEN G. PERRY, EBTJV COORDINATOR.

**ARTICLE 6. REPORTING:** PERFORMANCE REPORTS, ADDRESSING PROGRESS TO DATE ON THE OBJECTIVES STATED IN THE SOW, MUST BE SUBMITTED ELECTRONICALLY TO THE COMMISSION'S TECHNICAL AGENT, IDENTIFIED IN ARTICLE 5, AS FOLLOWS:

COVERING THE PERIOD

DUE TO ASMFC

8/1-12/31/18

1/15/19

**ARTICLE 7. DELIVERABLES:** THE CONTRACTOR WILL CONDUCT ACTIVITIES ACCORDING TO THE TERMS IN THE SOW AND PROVIDE THE FOLLOWING DELIVERABLES TO THE COMMISSION AND TO THE U.S. FISH & WILDLIFE SERVICE: 1) A REPORT DESCRIBING COMPLETED ACTIVITIES AND 2) GRANT PUBLICATIONS.

**ARTICLE 8. CHANGES:** EXTENSIONS OF THIS CONTRACT, WHEN MUTUALLY AGREED UPON, MAY BE AWARDED BY LETTER FROM ATLANTIC STATES MARINE FISHERIES COMMISSION TO CONTRACTOR STATING THE ADDITIONAL SCOPE OF WORK, ADDITIONAL PERIOD OF PERFORMANCE IF ANY, AND ADDITIONAL COSTS, IF ANY.

**ARTICLE 9. PAYMENTS:** ATLANTIC STATES MARINE FISHERIES COMMISSION WILL PAY THE CONTRACTOR UPON RECEIPT OF INVOICES. 20% OF THE TOTAL COST OF THE CONTRACT WILL BE WITHHELD UNTIL RECEIPT AND APPROVAL OF THE FINAL REPORT.

A FINANCIAL REPORT MUST BE SUBMITTED WITH EACH INVOICE DETAILING THE NAME OF THE PROJECT AND THE CONTRACT NUMBER; THE TOTAL COST OF THE CONTRACT BY LINE ITEM; THE AMOUNT SPENT IN THE REPORT PERIOD; THE CUMULATIVE AMOUNT SPENT TO DATE; AND THE BALANCE REMAINING.

**ARTICLE 10. RIGHTS IN DATA:** TITLE TO ALL WORK GENERATED UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ALL MATERIAL, REPORTS, DRAWINGS, BLUEPRINTS, DATA AND TECHNICAL INFORMATION COMPLETED UNDER THIS CONTRACT SHALL VEST IN THE NATIONAL FISH HABITAT BOARD.

CONTRACTOR SHALL HAVE THE RIGHT TO REPRODUCE AND USE ALL OR ANY PART OF THE TECHNICAL INFORMATION GENERATED BY THIS CONTRACT OR DELIVERED AS PART OF THE PERFORMANCE OF THIS CONTRACT. IN THE EVENT CONTRACTOR PUBLISHES ANY OF THE TECHNICAL INFORMATION GENERATED UNDER THIS CONTRACT, CONTRACTOR SHALL ACKNOWLEDGE SPONSORSHIP OF THE NATIONAL FISH HABITAT BOARD AND THE U.S. FISH & WILDLIFE SERVICE, AS FOLLOWS:

*ALL ORAL AND WRITTEN PRESENTATIONS, REPORTS, BOOKS, PUBLICATIONS, AND OTHER PRODUCTS MUST ACKNOWLEDGE THE SPORT FISH AND WILDLIFE RESTORATION PROGRAMS OF THE U.S. FISH AND WILDLIFE SERVICE. AS APPROPRIATE FOR THE FUNDING SOURCE(S), GRANT PRODUCTS MUST DISPLAY THE WILDLIFE AND SPORT FISH RESTORATION SYMBOLS. FOR MORE INFORMATION ON THE PROPER USE OF SYMBOLS FOR CREDIT OF THESE PROGRAMS, PLEASE CONTACT THE NATIONAL FISH HABITAT BOARD.*

THE CONTRACTOR WILL PROVIDE THE ATLANTIC STATES MARINE FISHERIES COMMISSION WITH COPIES OF ANY PUBLISHED DOCUMENT THAT USES OR IS BASED UPON INFORMATION GENERATED UNDER THE TERMS OF THIS CONTRACT.

ASMFC ACKNOWLEDGES THAT IN THE COURSE OF ITS PERFORMANCE UNDER THE CONTRACT, THE CONTRACTOR MAY USE PRODUCTS, SOFTWARE, MATERIALS AND METHODOLOGIES PROPRIETARY TO THE CONTRACTOR, AND ASMFC AGREES THAT IT SHALL HAVE OR OBTAIN NO RIGHTS IN SUCH PROPRIETARY PRODUCTS, SOFTWARE, MATERIALS AND METHODOLOGIES.

**ARTICLE 11. LAW APPLICABLE:** THIS CONTRACT SHALL BE GOVERNED BY, AND CONSTRUED ACCORDING TO THE LAWS OF THE COMMONWEALTH OF VIRGINIA, AND THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDERS AND REGULATIONS RELATING TO THE PERFORMANCE OF THIS CONTRACT. THIS CONTRACT SUPERSEDES ALL PRIOR OFFERS, NEGOTIATIONS, OR AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF AND CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN:



STEPHEN G. PERRY  
COORDINATOR  
EASTERN BROOK TROUT JOINT VENTURE  
350 HUNKINS POND ROAD  
SANBORNTON, NH 03269  
SS# ON FILE



LAURA C. LEACH  
DIRECTOR OF FINANCE & ADMINISTRATION EASTERN  
ASMFC  
1050 N. HIGHLAND STREET, SUITE 200 A-N  
ARLINGTON, VA 22201  
FEIN# 13-6006904



**Scope of Work** for the Atlantic Coastal Fish Habitat Partnership, Southeast Aquatic Resources Partnership, and Eastern Brook Trout Joint Venture Under a Multistate Conservation Grant to advance the objectives of the National Fish Habitat Action Plan through regional and collaborative science and priority setting.

**Introduction**

The statement of work details how the Fish Habitat Partnerships (FHPs) named above will implement specific activities in collaboration with the National Fish Habitat Board.

The Atlantic Coastal Fish Habitat Partnership, Eastern Brook Trout Joint Venture, and Southeast Aquatic Resources Partnership will continue its multi-year collaborative focus on whitewater to bluewater fish habitat connectivity needs that span the geographic boundaries of these three Eastern FHPs. The primary objectives of this coordinated effort is to finalize a tiered listing of priority drainages and to institute a coordinated process among the Eastern FHPs to address fish habitat connectivity issues within these focal areas.

**Objective:** To collectively identify and communicate priority areas for river conservation through increased connectivity and habitat improvement in our Whitewater to Bluewater region.

**Action:** Determine locations and actions best suited for collaborative efforts to restore and protect fish habitat in our overlapping FHP region.

**Milestones:**

- Narrow down our tiered listing of prioritized fish habitat connectivity focus areas based on need and restoration potential.
- Coordinate with partners to identify and prioritize catchments for conservation where fragmentation of, or barriers to, fish passage are a potentially critical threat to be addressed.
- Begin working with partners and stakeholders in our targeted areas to identify potential projects for fish habitat conservation.

**Budget:**

	ACFHP	SARP	EBTJV
Personnel	\$7,692		
Fringe Benefits	\$2,308		
Contractual		\$12,000	\$12,000
Other			
TOTAL DIRECT CHARGES	\$10,000		
Indirect Charges	\$2,000		
TOTALS	\$12,000	\$12,000	\$12,000

## **Coordination with the National Fish Habitat Board Overall MSCG Project**

Through regional collaboration, Fish Habitat Partnerships (FHP) will compile biological and watershed process-level information on fish habitats to meet FHP needs and supplement the National Fish Habitat Assessment; establish new or improved strategic goals, objectives, and priorities for conserving fish species and habitats; expand the scope of partners complementary projects; and develop best management practices for implementing fish habitat conservation actions across the U.S. Building capacity is critical to the success and sustainability of Fish Habitat Partnerships and expanding opportunities for collaboration is an essential element to continue meeting the remaining goals and objectives set forth in the National Fish Habitat Action Plan (2<sup>nd</sup> Edition).