



The State of New Hampshire  
**Department of Environmental Services**



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**Robert R. Scott, Commissioner**

March 2, 2021

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

**REQUESTED ACTION**

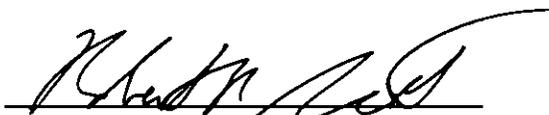
Authorize the New Hampshire Department of Environmental Services (DES) to **RETROACTIVELY** amend a contract (PO #1061494) with the Ducks Unlimited, Inc. (Vendor Code #174931) Dexter, Michigan, by amending schedule dates in Exhibit A and B and extending the completion date to June 30, 2021, from December 31, 2020, upon Governor & Council approval. No additional funding is involved in this amendment request. The original agreement was approved by Governor and Executive Council on May 2, 2018, Item #81. 100% Federal Funds.

**EXPLANATION**

We are requesting **RETROACTIVE** approval of this amendment to the original agreement in order to provide the Ducks Unlimited, Inc. (DU) additional time to complete the agreed upon scope of services. The time extension is requested because of additional mapping updates needed, unplanned changes to federal mapping guidance, and the extensive verification process. The request is **retroactive** because the point of contact for DU was impacted by extended medical leave and was not able to respond to requests or meet deadlines. In addition, the United States Fish and Wildlife Service (USFWS) developed new mapping guidance that required several meetings to be held with DU, DES, and other project partners to reach an agreement on the new approach based on this new guidance. To date \$237,500 of the original grant award of \$280,000 has been spent.

This amendment has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.

  
Robert R. Scott, Commissioner

**Agreement for Services with Ducks Unlimited, Inc.**  
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 8<sup>th</sup> day of February, 2021, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Ducks Unlimited, Inc. (hereinafter referred to as "DU"), acting by and through its Director of Operations – James A. Rader (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Executive Council on May 2, 2018, agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement, and set forth herein, the parties hereto do hereby agree as follows:

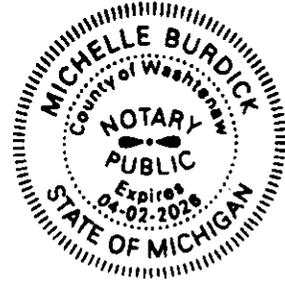
1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from December 31, 2020 to June 30, 2021.
  - (B) The Due Date as set forth in Exhibit A, Scope of Services, Deliverables section and in Exhibit B, Budget and Payment Method, Schedule section for "Add NWI v2 Standards" shall be changed from August 31, 2020 to April 9, 2021.
  - (C) The Due Date as set forth in Exhibit A, Scope of Services, Deliverables section and in Exhibit B, Budget and Payment Method, Schedule section for "Final Document and Data Deliverables (Y1 and Y2)" shall be changed from December 31, 2020 to June 11, 2021.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials JAR  
Date: 2/8/2021

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Ducks Unlimited, Inc.

By James A. Rader  
James A. Rader, Director of Operations



STATE OF MICHIGAN  
COUNTY OF Washtenaw

On this the 8<sup>th</sup> day of February 2021, before the undersigned officer, personally appeared James A. Rader, Director of Operations who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 4/2/2026

Michelle Burdick  
Michelle Burdick, Director of Conservation Svc.

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By Robert R. Scott  
Robert R. Scott, Commissioner

Approved by Attorney General this 8<sup>th</sup> day of March, 2021

OFFICE OF ATTORNEY GENERAL

By [Signature]

Grantee Initials JAR  
Date: 2/8/2021

**CERTIFIED COPY OF CORPORATE RESOLUTION  
DUCKS UNLIMITED, INC.**

I, David A. Marrone, Assistant Secretary of Ducks Unlimited, Inc., a District of Columbia non-profit corporation ("Corporation"), do hereby certify:

The following Resolution was duly adopted at the Regular Meeting of the Board of Trustees of the Corporation on the 27th day of February, 1999, and that said resolution has not been amended or revoked and is in full force and effect:

RESOLVED, that the Conservation Signature Authority Resolution adopted by the Board on February 27, 1998 is revised to read as follows:

"RESOLVED, Ducks Unlimited, Inc. establishes the following per agreement maximum fund commitment and signature authority levels for the expenditure of budgeted funds pursuant to standardized conservation agreements:

Group Manager - Conservation Programs	-	\$500,000
National Director of Conservation	-	\$500,000
Director of Operations - Regional Offices	-	\$500,000

The fund commitment levels established above may be exceeded by, and signature authority is granted to, the positions listed above for amendments to agreements that only increase or decrease the expenditure of budgeted funds under the agreement and/or extend or reduce the time of performance of such agreement.

As used in this Resolution, a "standardized conservation agreement(s)" shall mean the: Site Specific Agreements; Public Agency Cost-Share Agreements; Unit Price Agreements; and Private Landowner Agreements; and such other agreements which have been approved and designated as a "standardized conservation agreement" by the Ducks Unlimited, Inc. Legal Department. Any amendment or change to the terms and conditions of a standardized conservation agreement shall cause such agreement to be reviewed by the Ducks Unlimited, Inc. Legal Department prior to fund commitment and signature."

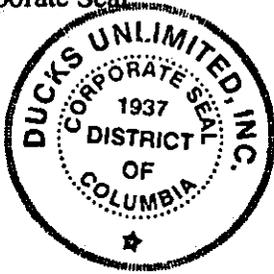
I further certify that Jamie Rader is the duly authorized Director of Operations for the Great Lakes/Atlantic Region of this Corporation.

I further certify that I am the duly elected and qualified Assistant Secretary of this Corporation, and that the foregoing Resolutions now appear on the appropriate books and records of the Corporation and have not been altered, changed or modified in any respect, and are presently in full force and effect as above stated, and that same do not conflict with the Corporation's Articles of

Incorporation or Bylaws or any other document, instrument or agreement by which the Corporation is bound.

TO CERTIFY WHICH, WITNESS MY HAND on this 8 day of February, 2021.

Corporate Seal



  
David A. Marrone  
Assistant Secretary

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DUCKS UNLIMITED, INC. is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on March 07, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 740283

Certificate Number: 0005250094



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of February A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State







The State of New Hampshire  
**Department of Environmental Services**



Robert R. Scott, Commissioner

April 13, 2018

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

**APPROVED G & C**

DATE 5/2/18

ITEM # 81

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a **Sole Source** contract with the Ducks Unlimited Inc. (VC #174931) Dexter, Michigan, in an amount not to exceed \$280,000 to update and enhance wetland maps and data, effective upon Governor and Council approval through December 31, 2020. Funding is 89 % Federal Funds, 5.5 % General Fund, and 5.5% Drinking Water Loan Management Fund

Funding is available in the accounts below with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified:

Dept. Environmental Services, 03-44-44 Account number:	FY 18	FY 19
442010-1882-102-500731-Contracts for Program Services Wetland Restoration/ Protection	\$126,000	\$ 124,000
441018-4790-102-500731-Contracts for Program Services DWSRF Loan Management	\$ 15,000	-0-
442010-1518-102-500731-Contracts for Program Services Lakes – Rivers Management	\$ 15,000	-0-
Totals	\$156,000	\$124,000

**EXPLANATION**

NHDES was awarded an EPA grant to update and enhance wetland resource data and tools, including NWI+ maps (National Wetland Inventory "Plus") and to create high value wetland maps for decision making relative to permitting. For this project, NHDES plans to contract with Ducks Unlimited, Inc. (DU). A sole source contract is necessary because DU is a federally recognized contractor that has provided this type of service for other state agencies in the region and beyond and thus has extensive experience in digital imagery analysis from updating National Wetland Inventory map data for other states.

New Hampshire's wetlands and stream systems provide important functions; including flood control, fish and wildlife habitat, water purification, water storage and and recharge for both ground and surface waters. The National Wetlands Inventory (NWI) has provided wetland maps

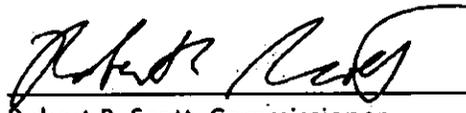
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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and geospatial wetland data for the United States since the mid-1970s. Most of the New Hampshire NWI maps were produced in the 1980s and require revision to improve their spatial and temporal accuracy. Accurate maps of the location and distribution of water resources are essential to sound decision making by both government and developers when rebuilding infrastructure and conserving water for a wide variety of users including business and industry.

DU will update wetland map data using the most current aerial imagery and recently completed LiDAR data and provide additional information on wetland functions by applying hydrogeomorphic descriptors. This work will complete the update of New Hampshire's NWI map data. This information will be available to the public through the UNH-based New Hampshire Geographically Referenced Analysis and Information Transfer System (GRANIT).

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.



Robert R. Scott, Commissioner

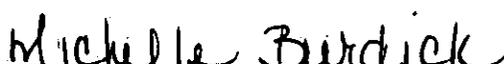
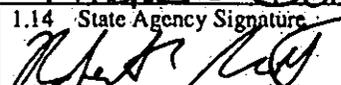
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Dr PO Box 95 Concord NH 03302	
1.3 Contractor Name Ducks Unlimited, Inc		1.4 Contractor Address 7322 Newman Blvd, Building 1 Dexter, MI 48130	
1.5 Contractor Phone Number 734-623-2000	1.6 Account Number 03-44-44-442010-4790-102 03-44-44-442020-1518-102 03-44-44-442020-1882-102	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$280,000.00
1.9 Contracting Officer for State Agency Mary Ann Tilton, Asst. Administrator, Wetlands Bureau		1.10 State Agency Telephone Number 603-271-2929	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David Brakhage - Director	
1.13 Acknowledgement: State of <u>Michigan</u> , County of <u>Washtenaw</u> On <u>3/21/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		MICHELLE BURDICK Notary Public, State of Michigan County of Jackson My Commission Expires 04-02-2020 Acting in the County of <u>Washtenaw</u>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Michelle Burdick - Director of Conservation Services</u>			
1.14 State Agency Signature  Date: <u>4-13-18</u>		1.15 Name and Title of State Agency Signatory <u>Commissioner NHDES</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>John G. Ai</u> On: <u>4/13/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated 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 Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision 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 Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor 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 Contractor notice of termination;

8.2.2 give the Contractor 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 contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**17. 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 given in blocks 1.2 and 1.4, herein.

**18. 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 Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. 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.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Update and Enhance New Hampshire's National Wetland Inventory Data and Maps**

**SCOPE OF WORK**

This contract ("contract") is entered into by the State of New Hampshire, Department of Environmental Services, (hereinafter "DES"), and Ducks Unlimited, Inc. (hereinafter "DU"), for the purpose of undertaking a project to update wetland map data, add information to meet National Wetlands Inventory (NWI) v.2 standards, and provide enhanced information. Using funds from four sources, the EPA Region 1 2017 Wetland Program Development Grant, general funds, Rivers -Lakes program, and Drinking Water SRF. DES is contracting with DU to map and classify wetlands, and produce the updated digital spatial data in ESRI's ArcGIS File Geodatabase format (10.5) to meet or exceed the Federal Geographic Data Committee (hereinafter "FGDC") wetland mapping standards (2013). The project approach is described in the proposal submitted by DU (*Technical Procedures for Updating the National Wetland Inventory for New Hampshire*, dated February 28, 2018) and outlined in the following tasks.

**1) Develop updated wetland NWI map data for Year 1 area (southwest & lakes region).**

DU will attend an initial project meeting with DES to review procedures. DU will work with NHDES to do field visits for one week during spring 2018 (May-June) for the Year 1 area. DU will select field sites representative of the project area and visit as many sites as possible during the week to obtain information relative to the Cowardin classification.

Wetlands will be identified from the most recent spring four-band imagery as well as leaf-off, existing high-resolution aerial photography in conjunction with LiDAR and soils data. Mapping will be completed at a minimum scale of 1:6,000 and a target mapping unit (TMU) of 0.5 acre. Smaller or more complex wetlands may be mapped at a finer scale at/or below the TMU. The final maps will have overall accuracies  $\geq 93\%$  for upland-wetland discrimination. All wetlands and deepwater habitats will be classified according to the Cowardin wetland classification system (Cowardin, et al. 1979 and FGDC, 2013) and will meet all U.S. Fish and Wildlife Service (FWS) data collection guidelines for inclusion in the NWI master geodatabase. Classification accuracy should be  $\geq 85\%$  for the Cowardin class level.

DU will review and update map data as appropriate based on NHDES review and field verification.

**2) Develop NWI map data for Year 2 area (mid-northern).**

DU will conduct the same processes as described in 1) above, for the Year 2 (central and northern NH) area. DU will work with NHDES to conduct field visits for one week for the Year 2 area.

DU will review and update map data as appropriate based on NHDES review and field verification.

**3) Add Simplified HGM Classification for Year 1 (southwest & lakes region) and 2a (mid-northern) and 2b (northern) areas.**

Upon finalization of the updated wetland spatial data, DU will add a Simplified Hydrogeomorphic Classification to the NWI classification as described in the Technical Procedures for Updating the National Wetland Inventory for New Hampshire, dated February 28, 2018. DU will apply landscape position, landform/waterbody type, and water flow path descriptors to the wetland spatial data.

**4) Update Year 1 (southwest & lakes region), Year 2 (mid-northern) and southeastern ("completed") areas to NWI v.2 standards**

To conform to the new NWI v.2 standard, DU will delineate polygons for the streams and rivers for both Year 1 (southwest & lakes region) and Year 2a and 2b (mid-northern and northern) project areas using the spring imagery and any other available ancillary data (NHD, LiDAR, etc.) using a combination of the semi-automated techniques and manual photo interpretation. DU will also update the recently completed southeastern area of the state to conform to these new standards.

**5) QA/QC**

Finally, a rigorous QA/QC protocol will be applied to ensure the final wetland spatial data meets or exceeds all standards required by the FGDC, NWI program, and the New Hampshire's Department of Environmental Services. The QA/QC process for the NWI update will consist of self-validation tests run by the photo interpreter, cross validation by a different photo interpreter, review by a GIS specialist, and final review and approval by a senior image analyst.

**DELIVERABLES**

DU shall provide a digital geospatial database of the updated wetlands data, NWI v.2 data, and HGM classification in an ArcGIS file geodatabase v. 10.x Albers Equal Area Conic Projection, NAD83, meters (FWS NWI Standard) and NH State Plane NAD83.

Interim deliverables are described in the *Technical Procedures for Updating the National Wetland Inventory for New Hampshire*, dated February 28, 2018.

The final data will be submitted in a single seamless GIS data layer with metadata and provided on portable hard drives or other such media as deemed acceptable by NHDES.

**Schedule**

Kickoff Meeting and Technical Workshop  
Data Processing and Field Work (Y1)  
Draft NWI update (Y1)  
Final Deliverables Year 1 Project Area

**Due Date** <sup>OK</sup>  
30-~~Apr~~<sup>May</sup>-18  
31-Aug-18  
31-May-19  
31-Aug-19

Simplified HGM classification  
Kickoff Meeting, Data Processing and Field Work (Y2)  
Draft Classification (Y2)  
Add NWI v2 Standards  
Final Document and Data Deliverables (Y1 & Y2)

31-July-19  
30-Jun-19  
30-Jun-20  
31-Aug-20  
31-Dec-20

**EXHIBIT B  
BUDGET AND PAYMENT METHOD**

DU shall submit requests for payment after completing each milestone described below. Upon receipt and approval by DES of the invoices, DES shall issue payment to DU in accordance with the following:

Task/Progress	Budget	Schedule
Technical Procedures Document and Meetings	\$10,000	30- <del>Apr</del> <sup>MAY</sup> -18
Data Processing and Field Work	\$10,000	31-Aug-18
Draft Classification Year 1 (Y1) (25% completed)	\$23,125	30-Sep-18
Draft Classification Y1 (50% Completed)	\$23,125	31-Dec-18
Draft Classification Y1 (75% Completed)	\$23,125	31-Mar-19
Draft Classification Y1 (100% Completed)	\$23,125	31-May-19
Final Deliverables Y 1 Project Area	\$12,500	31-Aug-19
<b>Subtotal</b>	<b>\$125,000</b>	
Data Processing and Field Work	\$10,000	30-Jun-19
Draft Classification Year 2 (Y2) (25% completed)	\$25,625	31-Aug-19
Draft Classification Y2 (50% Completed)	\$25,625	30-Nov-19
Draft Classification Y2 (75% Completed)	\$25,625	28-Feb-20
Draft Classification Y2 (100% Completed)	\$25,625	30-Jun-20
Completed areas to NWI v2 Standards	\$30,000	31-Aug-20
Final Document and Data Deliverables (Y1 & Y2)	\$12,500	31-Dec-20
<b>Subtotal</b>	<b>\$155,000</b>	
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$280,000</b>	

4-13-18  
OK/B

**Total amount to be authorized following approval  
by the Governor and Executive Council \$280,000**

Payments shall be made by DES to DU upon approval of stated progress and verification of the value of completed work through submittal of invoices for services rendered. DES will pay DU within 30 days of receiving the invoice.

The payments listed above are inclusive of project labor and expenses. Invoices shall identify completion of services.

The billing address shall be as follows:  
NH Department of Environmental Services  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095  
ATTN: Mary Ann Tilton, Wetlands Bureau

Invoices shall be approved by the DES Contract Officer before payment is processed.

Contractor Initials   
Date 3/21/2018

**EXHIBIT C**  
**SPECIAL PROVISIONS**

"Federal Funds paid under this agreement are from a Grant to the state from the US Environmental Protection Agency, Enhancing Wetland Mapping and Assessment Tools for Wetlands Protection in New Hampshire" under CFDA #66.461. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the contractor. Additionally, the contractor shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number."

Subparagraph 6.3 of the Agreement is stricken and replaced with the following:

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.



**CERTIFIED COPY OF CORPORATE RESOLUTION  
DUCKS UNLIMITED, INC.**

I, David A. Marrone, Assistant Secretary of Ducks Unlimited, Inc., a District of Columbia non-profit corporation ("Corporation"), do hereby certify:

The following Resolution was duly adopted at the Regular Meeting of the Board of Trustees of the Corporation on the 27th day of February, 1999, and that said resolution has not been amended or revoked and is in full force and effect:

"RESOLVED, that the Conservation Signature Authority Resolution adopted by the Board on February 27, 1998 is revised to read as follows:

"RESOLVED, Ducks Unlimited, Inc. establishes the following per agreement maximum fund commitment and signature authority levels for the expenditure of budgeted funds pursuant to standardized conservation agreements:

Group Manager - Conservation Programs	-	\$500,000
National Director of Conservation	-	\$500,000
Director of Operations - Regional Offices	-	\$500,000

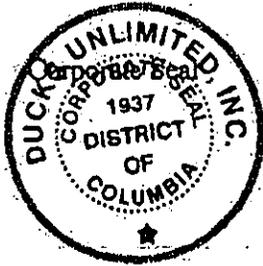
The fund commitment levels established above may be exceeded by, and signature authority is granted to, the positions listed above for amendments to agreements that only increase or decrease the expenditure of budgeted funds under the agreement and/or extend or reduce the time of performance of such agreement.

As used in this Resolution, a "standardized conservation agreement(s)" shall mean the: Site Specific Agreements; Public Agency Cost-Share Agreements; Unit Price Agreements; and Private Landowner Agreements; and such other agreements which have been approved and designated as a "standardized conservation agreement" by the Ducks Unlimited, Inc. Legal Department. Any amendment or change to the terms and conditions of a standardized conservation agreement shall cause such agreement to be reviewed by the Ducks Unlimited, Inc. Legal Department prior to fund commitment and signature."

I further certify that David Brakhage is the duly authorized Director of Operations – Great Lakes/Atlantic Regional Office.

I further certify that I am the duly elected and qualified Assistant Secretary of this Corporation, and that the foregoing Resolutions now appear on the appropriate books and records of the Corporation and have not been altered, changed or modified in any respect, and are presently in full force and effect as above stated, and that same do not conflict with the Corporation's Articles of Incorporation or Bylaws or any other document, instrument or agreement by which the Corporation is bound.

TO CERTIFY WHICH, WITNESS MY HAND on this 14 day of March, 2018.



David A. Marrone  
Assistant Secretary

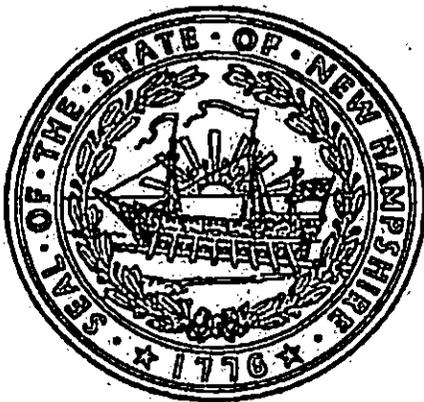
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DUCKS UNLIMITED, INC. is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on March 07, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 740283



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of February A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 5500 Maryland Way, Suite 330 Brentwood TN 37027	CONTACT NAME: JoAnn Warpool
	PHONE (A/C No., Ext): 615-377-5153 FAX (A/C No.): 615-263-5853 E-MAIL ADDRESS: JoAnn_Warpool@ajg.com
INSURED Ducks Unlimited, Inc. One Waterfowl Way Memphis TN 38120	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company 23035
	INSURER B: XL Specialty Insurance Company 37885
	INSURER C: California Automobile Insurance Company 38342
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 1846842751 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	TB2-Z91-464801-037	11/1/2017	11/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$5,000 <input checked="" type="checkbox"/> \$5,000	Y	AS5-Z91-464801-027	11/1/2017	11/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00068511L17A	11/1/2017	11/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N I N/A	WC2-Z91-464801-047	11/1/2017	11/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract, Certificate Holder is named as an additional insured in regards to commercial general liability per form CG2010 4/13. Waiver of subrogation on commercial general liability LC0459 8/12; automobile liability CA0444 10/13; Workers Compensation WC000313 4/84.; WC040303 (CA); WC420304 (TX).

Project GS-49-1 NH National Wetland Inventory Update

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Dept of Environmental Services 29 Hazen Dr Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 