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New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Website: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
Fax: (603) 271-1438
Email: info@wildlife.nh.gov

Scott R. Mason
Executive Director

May 3, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a **sole-source** contract with the Audubon Society of New Hampshire (ASNH), Concord, NH (vendor code 177508) in the amount of $60,000.00 for implementing Wildlife Action Plan strategies from the date of Governor and Council approval through June 30, 2022. 100% Federal Funds.

Funding is available in account, Nongame Management as follows:

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

		FY22
20-07500-21250000-304-500841	Research and Management	$60,000.00

EXPLANATION

Since the New Hampshire Wildlife Action Plan was approved by the U.S. Fish and Wildlife Service in October 2016 biologists at NHFG and our conservation partners have been working diligently to implement the Plan. ASNH has been a long-standing partner in protecting and restoring New Hampshire's threatened and endangered wildlife. Through this collaboration the unique expertise of ASNH biologists has resulted in the return of peregrine falcons and the comeback of osprey to New Hampshire and also helped greatly with the recovery of bald eagles which were removed from the federal and state endangered species list.

As part of the Wildlife Action Plan revision scientists have identified 169 wildlife species and 27 habitats that are in greatest need of conservation in New Hampshire and recommends more than 70 strategies for conserving these species and habitats. Many of these are rare, special concern and state or federally listed avian species and the habitats they depend on for breeding and wintering. In order for NHFG to continue to qualify and receive funding through the federal State Wildlife Grant (SWG) program, the Department must implement the conservation strategies identified in the New Hampshire Wildlife Action Plan.

NHFG requests a sole source contract with ASNH to implement strategies identified in the New Hampshire Wildlife Action Plan as detailed in Exhibit B. ASNH staff are among the state's leading experts in Avian research and monitoring. This experience and expertise within one organization makes ASNH uniquely qualified to implement these projects. Under this agreement ASNH biologists will continue to implement management actions and provide technical expertise and/or training to individuals and organizations, as appropriate, to further the goal of conserving and protecting New Hampshire's threatened and endangered bird populations.

ASNH is a well-recognized and well-established organization in the state with an existing network of trained volunteers available to perform tasks such as monitoring of New Hampshire's wildlife populations. Therefore, ASNH has the ability to provide crucial non-federal matching funds which are required under the SWG program.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte
Business Division

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 NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Audubon Society of New Hampshire		1.4 Contractor Address 84 Silk Farm Road, Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-9909	1.6 Account Number 20-075-2125-304-500841	1.7 Completion Date 6/30/2022	1.8 Price Limitation $60,000
1.9 Contracting Officer for State Agency Scott Mason, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature Douglas Bechtel Date: 4/29/21		1.12 Name and Title of Contractor Signatory Douglas Bechtel	
1.13 State Agency Signature Scott R Mason Date: 5/24/21		1.14 Name and Title of State Agency Signatory Scott Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 5/26/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or

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omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Exhibit A
Special Provisions

None. The Audubon Society of New Hampshire renews their liability insurance on an annual basis on April 1 corresponding with their fiscal year.

Exhibit B
Scope of Services

MONITORING AND MANAGEMENT OF NEW HAMPSHIRE'S WILDLIFE SPECIES OF CONCERN (NHFG Federal Aid Grant T2-3-R-2)

PROJECT 1: Species Recovery Planning (T2-3-R-2-P1)

A. NEED
The list of threatened and endangered species identified under the NH Endangered Species Conservation Act was revised in 2017. For listed species it will be critical to develop detailed spatially explicit species recovery/management plans with targets and timeframes. Recovery planning will require coordination among multiple partners and species experts. Guidelines for assessing proposed projects that might impact those species need to be developed.

B. OBJECTIVE
Develop recovery/population management plans for species determined to be endangered, threatened, and special concern wildlife.

C. APPROACH
Using a template developed with NHFG, ASNH will develop species recovery plans for threatened and endangered species. In addition, ASNH will review and update priority actions for threatened and endangered birds and other species as determined through consultation with NHFG.

D. EXPECTED RESULTS AND BENEFITS:
Endangered; threatened, and special concern wildlife species in New Hampshire will benefit from having recovery/population management plans that include guidelines and recommendations to landowners for minimizing impacts to species. By establishing measurable recovery objectives, such plans will also allow conservation practitioners to more efficiently allocate resources toward species conservation. To the extent that data are available, spatially explicit population viability analysis will be conducted for listed species. Developing targets for species will help ascertain when species should be down- or de-listed from the state's Endangered Species Conservation Act (RSA 212-A, FIS 1000) in the future.

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E. TIMELINE AND REPORTING

Recovery plans with targets will be developed for at least two species listed as endangered or threatened by **April 30, 2022.**

PROJECT 7: Avian Research and Monitoring Coordination (T2-3-R-2-P7)

A. NEED

In order to ensure that bird research and conservation conducted in New Hampshire contributes to the overall objectives and strategies in the NH WAP, it is desirable that a single point of contact be established for avian research, monitoring, and inventory. The migratory nature of birds also dictates that survey, research, and conservation initiatives be coordinated among the states and countries that they migrate through, and breed and winter in. In response to the expansive areas required to support healthy populations of wild birds, most research and monitoring needs will be carried out as part of larger scale multi-state and international efforts.

Because of ASNH's long history of conducting bird research and work in New Hampshire, its professional ornithological staff and network of volunteers; it is both cost effective and efficient to develop a clearinghouse for state ornithological programs through this non-governmental organization. New Hampshire Fish and Game will use the expertise and consulting service of ASNH to make informed decisions on priority research and conservation needs for New Hampshire's birds. This expertise will also be employed where appropriate during revision of the New Hampshire Wildlife Action Plan so as to ensure that bird species of greatest conservation need receive thorough treatment and are appropriately prioritized.

B. OBJECTIVE

Objective 1: Establish a principal contact person to coordinate avian research and monitoring in New Hampshire

Objective 2: Provide a representative for New Hampshire on regional and national bird conservation committees. This representative will serve to inform regional initiatives of priorities and activity at the state level and vice versa.

C. APPROACH

ASNH will assign a qualified ornithologist to represent New Hampshire avian conservation interests with respect to both the implementation of the NH WAP and at meetings of regional partnerships. This person will also serve as a liaison between the New Hampshire Fish and Game Department and ASNH and oversee the coordination of bird research and monitoring within the state, as needed.

Objective 1:

Task a: The assigned ornithologist (Bird Coordinator) will serve on the NH WAP Implementation Team, and provide input relative to WAP priority species, habitats, and strategies with respect to birds.

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Task b: ASNH will provide NHFG and its partners with valuable data on the population status of the state's birds, including many of conservation concern that are potential indicators of habitat condition. To do so, ASNH will continue to coordinate the state's portion of the Breeding Bird Survey and provide updates on population status of Species of Greatest Conservation Need (SGCN) as appropriate. As part of this task, ASNH will 1) maintain and update the register of bird research and monitoring programs in NH that was developed under a previous contract, 2) compare on-going bird research and monitoring efforts with those identified in the NH WAP, and 3) recommend modifications that lead to better information on priority species and habitat indicators. This information will be summarized annually for the use of NHFG and its partners.

Task c: ASNH will provide quality control for bird data collected in New Hampshire by reviewing sightings submitted to NH Wildlife Sightings and coordinating review of sightings in eBird. At the end of the breeding season, the Bird Coordinator will query the eBird database for records of tracked species, and convert these to a form usable by the NHNHB. Data will be limited to breeding records and records clearly suggesting breeding based on habitat and/or seasonal occurrence.

Task d: ASNH will help develop and/or implement monitoring protocols for bird SGCN, such as salt marsh birds, early successional birds, and other groups identified as priorities under previous tasks. This task may also include post-delisting monitoring protocols for recovered avian species or species approaching recovery. These protocols will be integrated into existing regional programs and coordinated among individuals or organizations with appropriate expertise. ASNH will provide guidance to NHFG on state implementation of regionally-developed monitoring protocols for priority species or species/habitat groups.

Task e: ASNH conservation biology staff will assist NHFG in technical review and guidance of bird-related research, monitoring, and management contracts administered by NHFG. This task will include review of permits and reports, input on issues requiring environmental review, and serving on relevant committees as needed.

Task f: ASNH conservation biology staff will conduct priority bird surveys and provide technical assistance to landowners and land managers in coordination with NHFG.

Objective 2:
In consultation with NHFG staff, represent New Hampshire on Partners in Flight, Northeast Coordinated Bird Monitoring Partnership, Atlantic Coast Joint Venture Nongame Technical Section, Bird Conservation Region (BCR) Committees, and other regional meetings as approved by NHFG. On average there will be one or two such meetings per year. Representation involves bringing issues forward to regional groups that are of interest to New Hampshire, as well as providing a mechanism by which regional issues or initiatives are brought to the attention of NHFG.

D. EXPECTED RESULTS AND BENEFITS
Resources for wildlife conservation are limited, and coordinating wildlife conservation initiatives to align with the priorities set forth in the NH WAP will help ensure that resources are directed toward those species most in need of management, intensive monitoring, or other recovery efforts.

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ASNH staff adds both manpower and insight into the coordination process, improving the speed and quality of on-the-ground implementation. ASNH staff are uniquely qualified to participate in the process, due to their integral involvement creating the underlying framework of the NH WAP. Additionally, ASNH staff is recognized as the authorities on bird distribution, monitoring, and conservation in the state. Using their expertise will result in a more efficient implementation of the NH WAP.

E. TIMELINE AND REPORTING

Objective 1:

Task a: Report on number of WAPIT meetings attended, and number of topics presented or discussions led, on **April 15** and **June 30, 2022**.

Task b: Provide NHFG an update of the NH register of avian research and monitoring **by March 31, 2022.** This update should include recommendations for new or revised research or monitoring projects based on existing bird data and WAP priorities and serve to inform research and monitoring actions to be developed in the 2025 WAP.

Task c: eBird downloads will be completed, reviewed, edited, and submitted to NHNHB by **December 31, 2021**. Wildlife Sightings will be reviewed twice annually by August 1 and April 1.

Task d: Because regional monitoring programs are being developed by a mix of entities and on different time frames, it is not possible to assign a timeline to the second part of this task. As new monitoring programs are developed, ASNH will provide recommendations to NHFG within three months of each program's final draft being released. New programs restricted to NH will be developed as needed and as informed by prioritization efforts discussed above.

Task e: All new permits and reports will be reviewed in a timely manner and within any deadlines set by the associated contracts. A summary of technical assistance provided to NHFG will be provided by **April 15** and again on **June 30, 2022**. Summary reports will include # permits reviewed, # environmental reviews conducted for which species, and any other technical assistance provided.

Task f: A summary of survey results and/or technical assistance provided to NHFG will be provided by **April 15** and again on **June 30, 2022**.

Objective 2:

Provide summary reports and recommended actions to NHFG within two weeks of returning from regional meetings.

PROJECT 12: Raptor Monitoring and Management (T2-3-R-2-P12)

BALD EAGLE MONITORING

Contractor Initials DAB
Date 4/29/21

A. NEED

Bald Eagles have recently been removed from the state threatened list in New Hampshire due to population recovery, but nesting locations are still protected by the Bald and Golden Eagle Protection Act. This necessitates a regular survey of nesting locations that can be used to update the NH Natural Heritage Database for this species.

B. OBJECTIVE

Objective 1. Monitor 20% (n= 15) of known Bald Eagle nest sites each year to determine if they are occupied (pair present) still active. Over five years, this will result in a statewide survey of known active nests.

Objective 2. Follow up on new Bald Eagle nests as they are reported, and incorporate these locations into the five year monitoring rotation in future years.

C. APPROACH

Objective 1.

The contractor will divide known eagle nests as of March 2019 into five groups, based in part on location and density, and survey each site twice during the early breeding season (March to May) to determine territory occupancy. The contractor will involve volunteers or regional NHFG staff, to the extent possible, to monitor known nests and investigate reports of previously unknown nest sites. Newly identified nest sites will be monitored according to the standardized protocol.

Objective 2.

The contractor will follow up on potential new nest sites, determine if these sites are indeed occupied, and assign them to one of the five monitoring units used in Objective 1.

D. EXPECTED RESULTS AND BENEFITS

Monitoring Bald Eagle nests with a five year moving window allows NHFG to effectively respond to permit requests (e.g., dam relicensing, shoreline development, highway work, timber harvests, etc.) and ensure that species recovery is sustained. NH Audubon staff have the expertise and volunteer contacts to implement this task in an efficient manner.

E. TIMELINE AND REPORTING

Objective 1.

Summary of occupancy of the focal one fifth of nest sites will be due to NHFG no later than **September 1, 2021.** These data will also be provided to NHFG in an electronic format compatible with inclusion to the NH Natural Heritage Database.

Objective 2

Task a: Locations of new nest sites and their breeding status will be included in the summary and data transfer referenced under Objective 1.

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BALD EAGLE MANAGEMENT

A. NEED
Over the last several decades, New Hampshire's Bald Eagle population has expanded to the extent that the species was removed from the state threatened list. Given the significantly larger population, management activities are less necessary, and only need to be implemented in situations where threats are highest.

B. OBJECTIVE
Implement population management actions during the breeding season to further the goal of conserving and protecting New Hampshire's bald eagle population.

C. APPROACH
Where warranted, the contractor will implement appropriate management strategies to protect bald eagle breeding sites (e.g., post signs, technical assistance to landowners and land managers, and other appropriate techniques).

D. EXPECTED RESULTS AND BENEFITS
ASNH will conduct management activities that reduce threats to bald eagles in New Hampshire and therefore sustain the species' recovery. Because ASNH has expertise with this species and on-the-ground conditions, more efficient and effective recommendations can be identified.

E. TIMELINE AND REPORTING
A summary of work will be provided by **October 1, 2021**.

PEREGRINE FALCON MANAGEMENT

A. NEED
Peregrine falcon populations have expanded in New Hampshire over the last several decades. As these species approach or achieve population recovery, the numbers of instances of conflict with human activities will likely increase. Ignoring such conflicts could limit progress towards species recovery, jeopardize recovery recently achieved by species of concern, and contribute to more landowner-wildlife conflicts.

B. OBJECTIVE
Implement population management actions, as appropriate, during portions of the breeding seasons covered by this contract (end of 2021 season and beginning of 2022 season [through June 30] to further the goal of conserving and protecting New Hampshire's peregrine falcon population.

C. APPROACH
Where warranted, the contractor will implement appropriate management strategies to protect peregrine falcon nest sites (e.g., post signs to limit recreational activity, nest box installation, and other appropriate techniques).

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D. EXPECTED RESULTS AND BENEFITS
ASNH will conduct management activities that reduce threats to peregrine falcons in New Hampshire and therefore will aid recovery efforts. Because ASNH has expertise on these species and on-the-ground conditions, more efficient and effective recommendations can be identified.

E. TIMELINE AND REPORTING
Work will be summarized in a final report due **October 1, 2021** and a draft interim report due **June 30, 2022**.

NORTHERN HARRIER MONITORING

A. NEED
Northern Harrier is listed as endangered in New Hampshire, but no comprehensive assessment of the species' current distribution and population size has been attempted for roughly two decades. At the same time, it is believed that the population has continued to decline, with harriers no longer occupying historic territories in the central part of the state. An updated picture of harrier status is thus critical to evaluate future recovery or management efforts and to evaluate the nature of existing or emerging threats.

B. OBJECTIVE
Continue a project to determine areas currently used by harriers and measure breeding success at these sites. Complete first full breeding season surveys.

C. APPROACH
Task a. Complete 2021 field season by following up on territories identified in May and June. Surveys will occur roughly bi-monthly in July and weekly in August, with a focus on determining breeding success.

Task b. Start a third full season of surveys, involving weekly visits in May and bimonthly visits in June. Document signs of probably breeding activity, including courtship, nest building, and persistent presence.

D. EXPECTED RESULTS AND BENEFITS
Given the age of existing data, harrier surveys will determine population status and productivity and will fill a critical need for one of New Hampshire's endangered species. ASNH's historical expertise with this species facilitates implementation of a population assessment.

E. TIMELINE AND REPORTING
A full summary of 2020 field work, with a focus on active harrier territories and breeding success, will be provided on **November 1, 2021.** A preliminary summary of the early 2021 field season will be provided by **June 30, 2022**. These data will also be provided to NHFG in an electronic format compatible with inclusion to the NH Natural Heritage Database.

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EXHIBIT C

Method of Payment

Budget

Grant	Project	Job	Fed. Funds	Est. Match	Total
T23-R-1: Monitoring and Management of New Hampshire's Wildlife Species of Concern	1 (Species recovery planning)		$1,500	$0	$1,500
	7 (Bird Research and Monitoring Coordination		$28,500	$14,808	$43,308
	12 (Raptor Monitoring and Management)	Monitor Population Trends for Threatened and Endangered Wildlife (Bald Eagle)	$5,000	$10,500	$15,500
		Wildlife Population Management (Bald Eagle)	$1,000	$0	$1,000
		Wildlife Population Management (Peregrine Falcon)	$5,000	$6,000	$11,000
		Monitor Population Trends for Threatened and Endangered Wildlife (Northern Harrier)	$19,000	$1,000	$20,000
Direct Cost			$47,924	$27,058	$74,982
Indirect Cost (30% X direct wage and benefits costs)			$12,076	$5,250	$17,326
TOTAL COST			$60,000	$32,308	$92,308

1. The New Hampshire Fish and Game Department agrees to reimburse the contractor up to

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$60,000.00 of approved project expenses in accordance with the above budget.

2. The Contractor agrees to provide $32,308.00 in cash and in-kind service as the match for federal funds provided through this contract. The contractor may also report additional non-federal funds necessary and reasonable for project expenses.

3. The Contractor shall apply for reimbursement of actual costs through submission of an invoice on a quarterly basis within fifteen (15) days after the end of the quarter. Each invoice is to be itemized by project and job to show the federal portion and include Federal Aid project and job number(s) to be supplied by NHFG, ASNH portion, and the total project cost. Cost for each project shall be supported by attaching a summary report for the invoice period showing work hours billed for the period and costs by major cost category, including allocation of indirect costs at 30% of direct salary and benefit costs, and the value and source of any in-kind match.

4. Reimbursement for the final quarter shall not be made until all required reports have been received and approved by NHFG for submission to the division of Federal Aid, U.S. Fish and Wildlife Service, Hadley, Massachusetts, as required by Federal regulations.

5. Continuation of this contract for the full project period is subject to availability of federal funds for this purpose. If funding is not available, the Contractor will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.

6. Federal Tax ID: 02-600-5322

7. The Contractor agrees to maintain financial documents necessary to comply with State and Federal regulations. Federal regulations are provided in Exhibit D.

8. Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangement with the New Hampshire Fish and Game Department Nongame & Endangered Wildlife Program.

9. NHFG will provide the contractor with any revisions or additions to grant titles and project or job codes during the contract period.

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EXHIBIT D

1. Federal Award Information

Through execution of this agreement, the ASNH (DUNS # 085576858) acknowledges that they are a sub-recipient of the New Hampshire Fish and Game Department under State Wildlife Grants Application for Federal Assistance titled NH T2-3-R-2 Monitoring, Management and Recovery of New Hampshire Wildlife Species of Concern and the corresponding federal assistance grant 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: Federal regulations; program legislation or regulation; and special award terms and conditions. The Federal regulations applicable to Service recipients and their sub-recipients and contractors are currently listed by recipient type in the Service Financial Assistance Award Terms and Conditions posted on the Internet at http://www.fws.gov/grants/.

Title of Federal Award/Project:	NH T2-3-R-2 Monitoring, Management and Recovery of New Hampshire Wildlife Species of Concern
Federal Grant Number:	F18AF00374
Federal Funding Agency:	United States Fish and Wildlife Service
CFDA Number/Title:	15.634 State Wildlife Grants
Prime Recipient:	State of New Hampshire Fish and Game Department
Federal Award Date:	April 1, 2018
State Grant ID Reference:	T2-3-R-2
Period of Performance:	April 1, 2018-March 31, 2023
Federal Funds to Sub-recipient:	$60,000.00

Project Contact:
Michael Marchand
Wildlife Diversity Biologist
NH Fish and Game
271-5679
michael.marchand@wildlife.nh.gov

Administrative Contact:
Randy Curtis
Federal Aid Administrator
NH Fish and Game
271-0801
randy.curtis@wildlife.nh.gov

2. Federal Compliances

All requirements and regulations, applicable to the Federal award are hereby adopted in full force and effect with respect to this contract. The contractor agrees to comply with the following provisions, as applicable:

a. Program Authorization / Legislation: State Wildlife Grants (CFDA# 15.634)

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b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

c. 2 CFR Part 25, Universal Identifier and Central Contractor Registration

d. 2 CFR Part 170, Reporting Subawards and Executive Compensation

e. 2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)

f. 2 CFR Part 200.322, Procurement of Recovered Materials

g. 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)

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

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

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

k. 43 CFR 18, New Restrictions on Lobbying

l. 41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection

(a) This award, related subawards, and related contracts over the simplified acquisition threshold 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.

m. 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.

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

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The contractor hereby certifies per Subpart C of 2 CFR Part 180 that neither the contractor 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 contractor 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 contractor'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).

5. **Access to Records**
The contractor shall permit New Hampshire Fish and Game Department and its auditors access to any books, documents, paper, and records of the contractor which are directly pertinent to the Project for making audits, examination, excerpts, and transcriptions. This also includes timely and reasonable access to contractor's personnel for the purpose of interview and discussion related to such documents.

6. **Record Retention Requirements**

As required by 2 CFR 200.333, financial records, supporting documents, and any other contractor records pertinent to this agreement must be retained for a period of three years from the date of submission of the final expenditure report. 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.

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Date 9/24/21

CERTIFICATE OF RESOLUTION

I hereby certify that the following is a resolution adopted by the Board of Trustees of the Audubon Society of New Hampshire and that it has not been amended or terminated:

VOTED: The Board of Trustees of Audubon Society of New Hampshire (dba New Hampshire Audubon) hereby authorizes the following staff to sign documents and contracts on behalf of the organization to enable it to carry out its day-to-day operations, including but not limited to documents acknowledging receipt of trust funds, asset transfers and financial documents. This document does not authorize the individuals listed for check signatory privileges. This authorization shall remain in force and effect for the current fiscal year commencing April 1, 2021 and ending March 31, 2022.

The following individuals listed are duly authorized:
Douglas Bechtel, President
Hope Jordan, Director of Membership and Development

Executed this 27th day of April, 2021.

David M. Howe, Secretary

State of New Hampshire
County of Merrimack

Subscribed and sworn to this 27th day of April, 2021.

Notary Public
My commission expires: July. 31. 2024

MARIA DEL MAR ACEBRON
MY COMMISSION EXPIRES JULY 31, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

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 NH AUDUBON is a New Hampshire Trade Name registered to transact business in New Hampshire on September 11, 2017. 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: **778685**

Certificate Number: **0005344354**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2021.

William M. Gardner
Secretary of State

Client#: 527266 AUDUBSOC

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/30/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services LLC
3 Executive Park Drive, Suite 300
Bedford, NH 03110
855 874-0123

CONTACT NAME:
PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Acadia Insurance Company	31325
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Audubon Society of N. H. dba NH Audubon
84 Silk Farm Road
Concord, NH 03301-8200

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2254666	04/01/2021	04/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2254670	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB761616	04/01/2021	04/01/2022	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $ $10K							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000535940	04/01/2021	04/01/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		3A States: NH			E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

CERTIFICATE HOLDER

NH Fish & Game Department
Wildlife Division
11 Hazen Drive
Concord, NH 03301

CANCELLATION

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

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