



New Hampshire Fish and Game Department

0 MAY 31 '23 PM 12:22 RCU

js

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

5I

May 22, 2023

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 amend an existing **Sole Source** grant agreement with the Audubon Society of New Hampshire (ASNH), Concord, NH (vendor code 177508), by extending the end date from June 30, 2023 to June 30, 2025. The original grant agreement was approved by Governor and Council on August 26, 2020, item #45. 100% Federal Funds.

EXPLANATION

The NH Fish & Game Department submitted and was awarded a nationally competitive grant request to the United States Fish & Wildlife Service titled: Using Nanotag Technology to Identify Landscape-Scale Habitat Use of Multiple SGCN in New England. The Audubon Society of New Hampshire (ASNH) will be performing as sub-recipients to implement the project components, as identified in and required by the approved grant. The project involves installing a network of automated radio telemetry receiving stations used to monitor migratory wildlife affixed with radio tags. Under this grant agreement, ASNH will also use the newly established automated radio telemetry network to better understand Monarch butterfly post-emergence and migration ecology. The ASNH was chosen to lead this project component because of multiple experienced staff ready to implement the project and ASNH will be providing all of the necessary required non-federal matching funds as detailed in Exhibits A and B. Therefore, NHFG will be providing 100% federal funds for this agreement. This extension to June 30, 2025 will allow ASNH to complete the objectives that have not yet been completed. This is a no-cost extension of time only and there are no changes to the approved objectives or scope. Remaining funds will cover maintenance of the automated radio telemetry receiving stations used to monitor migratory wildlife affixed with radio tags, the use of the automated radio telemetry network to better understand Monarch butterfly post-emergence and migration ecology, and other strategies as detailed in Exhibit A.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte, Chief
Business Division

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated 16 day of May 2023, by and between the State of New Hampshire acting by and through its New Hampshire Fish and Game Department (hereinafter referred to as the "State"), and Audubon Society of New Hampshire (ASNH), 84 Silk Farm Road, Concord, NH 03301 (VC# 177508) (hereinafter called the "Grantee").

WHEREAS, pursuant to an agreement (hereinafter called the "Grant Agreement") dated, August 03, 2020, approved by the Governor and Council on August 26, 2020, Item #45, the Grantee agreed to perform certain services upon the terms and conditions specified in the Grant Agreement and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 20 of the Grant Agreement, the Grant Agreement may be amended, waived or discharged only by written instrument executed by the parties thereto; and

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

1.) Amendment and Modification of Grant Agreement:

The Grant Agreement is hereby amended as follows:

(A) The completion date shall be extended from June 30, 2023 to June 30, 2025.

(B) Amend Exhibit B of the agreement to read as follows: "The additional amount paid to the Grantee under this Grant Agreement will not exceed (fill in an amount) \$ _____. The total Grant Agreement amount including this Amendment shall not exceed (fill in an amount) \$ _____."

2.) Effective Date of Amendment

This Amendment shall take effect upon the date of approval 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 Grant Agreement, and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth therein.

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

THE STATE OF NEW HAMPSHIRE

Fish and Game Department of New Hampshire

BY: Scott R. Mason

DATE: 5/23/23

Scott R. Mason, Executive Director

Name of Grantee and Authorized Signor

Douglas A. Bechtel President

(Name of Grantee)

BY: Douglas A. Bechtel

DATE: 5/17/23

TITLE: President

Acknowledgment: State of New Hampshire, County of Merrimack

On 5/17/23, before the undersigned officer, personally appeared the person identified to be the person whose name appears above in signing on behalf of the grantee and acknowledged that s/he executed this document in the capacity indicated below.

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

Colleen Nebesnak

COLLEEN NEBESNAK / OFFICE MANAGER

Signature of Notary Public or the Peace

Name/Title of Notary Public or Justice of the Peace

APPROVED BY THE ATTORNEY GENERAL (Form, Substance and Execution)

BY: [Signature]

DATE: 5/30/2023

Attorney General's Office

COLLEEN M. NEBESNAK
Notary Public-New Hampshire
My Commission Expires
February 08, 2028

Corporate Resolution

I, Susan Martin, hereby certify that I am duly elected Clerk/Secretary/Officer
(Name)
of New Hampshire Audubon Society. I hereby certify the following is a true of a vote taken at a
(Name of Corporation)
meeting of the Board of Directors/shareholders, duly called and held on February 28, 2023,
at which a quorum of the directors/shareholders were present and voting.

Voted: That Douglas Bechtel, Marc Nutter, Hope Jordan (may list more than one person) is duly
(Name and Title)
authorized to enter into contracts or agreements on behalf of New Hampshire Audubon Society
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is
authorized to execute any documents which may in his/her judgement to be desirable or
necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as the date of the contract to which this certificate is attached. This authority shall
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood the State of New Hampshire will rely on this certificate as evidence the
person(s) listed above currently occupy the positions(s) indicated and that they have full
authority to bind the corporation. To the extent that there are limits on the authority of any listed
individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: May 2, 2023

ATTEST: Susan C. Martin
(Name & Title)
Secretary

COLLEEN M. NEBESNAK
Notary Public-New Hampshire
My Commission Expires
February 08, 2028
Colleen Nebesnak

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE AUDUBON SOCIETY OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 29, 1920. 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: 61257

Certificate Number: 0006234146



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2023

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: Brenda Buck CPCU, CIC, CPIW. PHONE: 855 874-0123. E-MAIL ADDRESS: brenda.buck@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co. (NAIC # 18058), INSURER B: Acadia Insurance Company (NAIC # 31325).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (PHPK2534536), Automobile Liability (PHPK2534534), Umbrella Liability (PHUB856901), and Workers Compensation (WCA000535942).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) NH Fish & Game Department, Wildlife Division is named as additional insured with respect to the General Liability.

CERTIFICATE HOLDER: State of New Hampshire, Fish and Game Department, 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.



New Hampshire Fish and Game Department

DB

Governor & Council Approved
Date: 8/26/20
Item #: 45

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

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

PO#

Glenn Normandeau
Executive Director

August 3, 2020

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 **retroactive sole-source grant** agreement with the Audubon Society of New Hampshire (ASNH), Concord, NH (vendor code 177508) in the amount of \$229,185.00 to coordinate installation of a network of automated radio telemetry receiving stations for monitoring migratory wildlife from the date of Governor and Council approval from July 1, 2020 through June 30, 2023. 100% Federal Funds.

Funding is available in account, Nanotag Motus CSWG as follows, contingent upon the availability and continued appropriations for State Fiscal Years 2021, 2022 and 2023, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

03-75-75-751520-56310000 WILDLIFE PROGRAM – NANOTAG MOTUS CSWG

20-07500-56310000-072-509073 Grants-Federal

<u>FY21</u> \$115,876	FY22* \$91,865	FY23* \$21,344
	* Pending budget approval	

EXPLANATION

The NH Fish & Game Department submitted and was awarded a nationally competitive grant request to the United States Fish & Wildlife Service titled: Using Nanotag Technology to Identify Landscape-Scale Habitat Use of Multiple SGCN in New England. The Audubon Society of New Hampshire (ASNH) will be performing as sub-recipients to implement the project components, as identified in and required by the approved grant. The project involves installing a network of automated radio telemetry receiving stations used to monitor migratory wildlife affixed with radio tags. Under this grant agreement, ASNH will also use the newly established automated radio telemetry network to better understand Monarch butterfly post-emergence and migration ecology. The ASNH was chosen to lead this project component because of multiple experienced staff ready to implement the project and ASNH will be providing all of the necessary required non-federal matching funds as detailed in Exhibits A and B. Therefore, NHFG will be providing 100% federal funds for this agreement.

We are requesting a retroactive grant agreement back to July 1, 2020 to coincide with the grant period approved by the USFWS federal grant. In order to initiate this regional project and keep the project on schedule due to various equipment purchasing and seasonal constraints, ASNH needed to incur costs and matching expenses starting July 1, 2020.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Fish and Game Department		1.2. State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3. Grantee Name Audubon Society of New Hampshire		1.4. Grantee Address 84 Silk Farm Road, Concord, NH 03301	
1.5. Grantee Phone # (603) 224-9909	1.6. Account Number 20-075-5631-072-509073	1.7. Completion Date June 30, 2023	1.8. Grant Limitation \$229,185
1.9. Grant Officer for State Agency Glenn Normandeau, Executive Director		1.10. State Agency Telephone Number (603) 271-3511	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Douglas A. Bechtel President	
1.13. Acknowledgment: State of New Hampshire, County of Merrimack, on 7/15/20, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that 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) 		or Justice of the Peace Stephen J. Lang Notary Public, State of New Hampshire My Commission Expires June 10, 2025	
1.13.2. Name & Title of Notary Public or Justice of the Peace Stephen J. Lang / Notary Public			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Glenn Normandeau, Executive Director	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By:  Assistant Attorney General, On: 7/22/2020			
1.17. Approval by Governor and Council (if applicable) By: _____ On: / /			

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

AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

EFFECTIVE DATE: COMPLETION OF PROJECT.

- 1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").

GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

- 1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.

RECORDS and ACCOUNTS.

- 1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.

PERSONNEL.

- 1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

DATA: RETENTION OF DATA: ACCESS.

- 1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

- 10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

EVENT OF DEFAULT: REMEDIES.

- 11. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
 - 11.1.2 Failure to submit any report required hereunder; or
 - 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
 - 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

TERMINATION.

- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

- 13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

DAB

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

INSURANCE AND BOND.

The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

- 11.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 11.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death; any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. **SPECIAL PROVISIONS.** The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

EXHIBIT A
Scope of Services

A. PROJECT TITLE: USING NANOTAG TECHNOLOGY TO IDENTIFY LANDSCAPE-SCALE HABITAT USE OF MULTIPLE SGCN IN NEW ENGLAND

B. PROJECT PERIOD: July 1, 2020 - June 30, 2023.

This Grant Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Grant Agreement ("Effective date") and shall end on June 30, 2023. If the provision of services by Grantee precedes the Effective date, all services performed by Grantee shall be performed at the sole risk of Grantee and in the event that this Grant Agreement does not become effective, State shall be under no obligation to pay Grantee for costs incurred or services performed; however, if this Grant Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Grant Agreement.

C. OBJECTIVES:

Objective 1: Establish a regional automated radio-telemetry receiver network to enable tracking of landscape-scale habitat use of multiple SGCN in the New England region using nanotag technology.

Objective 4: Use the newly established automated radio telemetry network to better understand Monarch post-emergence and migration ecology.

D. SCOPE OF WORK:

The Audubon Society of New Hampshire (hereafter ASNH) will complete actions identified under Objective 1 and Objective 4 in the 'USING NANOTAG TECHNOLOGY TO IDENTIFY LANDSCAPE-SCALE HABITAT USE OF MULTIPLE SGCN IN NEW ENGLAND' proposal to the USFWS national competitive State Wildlife Grant Program. Actions summarized below.

Objective 1: Establish a regional automated radio-telemetry receiver network to enable tracking of landscape-scale habitat use of multiple SGCN in the New England region using nanotag technology.

Approach (Objective 1): The Maine Department of Inland Fisheries and Wildlife, New Hampshire Fish and Game Department, Massachusetts Division of Fisheries and Wildlife, and the Pennsylvania Game Commission, with the assistance of the Audubon Society of New Hampshire (ASNH), Willistown Conservation Trust, and Carnegie Institute (CI), will strategically establish 50 automated telemetry receiver stations (hereafter, receiver stations) in Maine, New Hampshire, Vermont, Massachusetts, Connecticut, Rhode Island, and New York arranged as "fence lines" that intercept major migration pathways through New England, and in

clusters around known or suspected stopover areas (Buler et al. 2017). These arrays of receiver stations will detect birds, bats, and insects affixed with digitally coded transmitters (Lotek nanotags and Cellular Tracking Technologies Life Tags) as they move through the region, enabling determination of arrival, departure, and stopover duration. Specific site selection will address technological limitations (clear line-of-sight horizons, maximum elevation, ease of access for installation and maintenance). Local partners will be recruited to maintain and collect data from established stations. All data downloaded from receiving stations will be uploaded to Bird Studies Canada's online Motus database, where it will be available to researchers worldwide.

Job 1.1: Identify specific sites for 50 automated telemetry receiving stations. Locations ideally should provide maximum telemetry coverage at 25 – 30 km intervals, arranged in “fences” through migratory paths or clusters around areas of stopover habitat, while providing reasonable access for data management, equipment maintenance, and equipment security.

- **Action 1.1.1:** The ASNH personnel, CI Principal Investigator, and Avian Ecology Consultant will meet with the Maine Department of Inland Fisheries and Wildlife, the New Hampshire Fish and Game Department, and the Massachusetts Division of Fisheries and Wildlife to develop a plan to strategically locate automated receiving stations to address each state's research and conservation priorities.
- **Action 1.1.2:** The WCT Motus Consultant will advise ASNH and CI personnel as they identify specific sites for 50 receiving stations across the New England States (ME, NH, VT, MA, CT, RI, NY). ASNH personnel and WCT Project Manager will co-lead efforts to identify suitable locations for the 50 receiving stations. They will use ArcGIS to identify target areas for receiving stations throughout New England and assess topography, accessibility, and land ownership to identify three possible sites within each target area for subsequent field visits.
- **Action 1.1.3:** ASNH personnel and Avian Ecology Consultant will establish and maintain partnerships with landowners in each of the New England states to gain access to potential site locations.
- **Action 1.1.4:** ASNH personnel and WCT Project Manager will coordinate meetings with partners and landowners to facilitate suitable placement of towers that meet project and landowner requirements prior to installation. They will then visit each potential site location to obtain photographs, gain an understanding of the landscape, and test for radio interference. Subsequently they will communicate with project leaders and possibly Bird Studies Canada (BSC) for site approval.

Job 1.2: Obtain necessary permits and insurance for installation of 50 automated telemetry receiving stations.

- **Action 1.2.1:** ASNH personnel will contact landowners to determine and obtain the necessary permits, memoranda of understanding, and proof of liability insurance for each receiver site location. Final written agreements with landowners and site hosts will

establish responsibilities for maintaining receiver stations and downloading data for a minimum of five years after the date of installation.

- **Action 1.2.2:** ASNH personnel will work with ME, NH, VT, MA, CT, RI, and NY state agencies to conduct compliance reviews (Endangered Species Act Section 7, the National Environmental Policy Act (NEPA), and the National Historic Preservation Act) for each proposed receiving station installation. Installations are not likely to adversely affect any listed species, cause harm to any bird, mammal, or other vertebrate, or disturb any historic site.

Job 1.3: Plan for installation of 50 automated telemetry receiving stations.

- **Action 1.3.1:** ASNH personnel, WCT Project Manager, and CI Project Manager will coordinate with site hosts to establish their availability for installation. The WCT Project Manager will then develop a work schedule for installations.

Job 1.4: Coordinate the installation of 50 automated telemetry receiving stations. ASNH will provide necessary equipment as match.

- **Action 1.4.1:** WCT and CI personnel, will plan travel and work schedules in coordination with ASNH personnel, and install 50 receiver stations. Installation for each station can take from one to two days depending on the location. Installation will comply with landowner agreements and state and federal regulations including, but not limited to, FCC (Antenna Structure Registration), NEPA, NHPA, Section 7 of the ESA, and FAA. ASNH personnel will ensure that landowners are notified of install dates. ASNH is providing match by paying for the anticipated additional cost of contractors to climb existing power and/or communications towers to install 4 automated receiving stations.
- **Action 1.4.2:** ASNH personnel will invite volunteer citizen scientist site hosts to attend pertinent installations to become familiar with the location of the station they will monitor, station operation, the site visit checklist, and the process for downloading and submitting data to the Site Coordinator. Station visit protocol will follow the Northeast Motus Collaboration's Site Visitation Guide as adapted for New England. WCT Project Manager will lead these trainings with volunteers and manage the volunteer network.

Job 1.5: Download data from established automated telemetry receiving stations and ensure that they are working properly.

- **Action 1.5.1:** ASNH personnel and WCT Project Manager will contact site hosts to ensure that they check on equipment, download data, and send data to the ASNH Site Coordinator on a quarterly basis and will provide technical support to station hosts as needed.
- **Action 1.5.2:** ASNH personnel will purchase necessary supplies as non-federal match for the maintenance and repair of existing New England and mid-Atlantic Motus receiving stations. Under other contracts and states' funding (i.e., not this grant agreement), WCT Project Manager, WCT Technician, CI Project Manager, CI Technician, and CI Assistant will visit established stations throughout New England and the mid-Atlantic States to repair equipment or download data as needed. Station visit protocol will follow the Northeast Motus Collaboration's Site Visitation Guide as adapted for New England.

Job 1.6: Submit data.

- **Action 1.6.1:** ASNH personnel and WCT Project Manager will obtain all receiver station detection data from site hosts and upload to the Motus website on a quarterly basis. Summaries of station detections will be provided in the interim and final reports.

Job 1.7: Timely and effective communication.

- **Action 1.7.1:** ASNH personnel will work together and with all other project personnel to ensure timely and effective communication with stakeholders of the project from start to finish. The ASNH Grant Coordinator will facilitate project communications, planning meetings, and reporting deadlines and provide invoicing support for the collaborating researchers throughout the duration of this project. ASNH personnel will collaborate to develop presentation materials relating to the results of this project to share with project stakeholders and the public.

Objectives 2-3: No funds requested to ASNH

Objective 4: Use the newly established automated radio telemetry network to better understand Monarch post-emergence and migration ecology.

Job 4.1. Determine detection distances for tagged Monarchs at different altitudes (e.g., ground level/canopy level/max. migration height).

Following consultation with and permission from personnel at the nearest FAA ATT facility, ASNH will employ a local Motus receiving station, a mobile receiver, and a tethered weather balloon carrying a Monarch-sized nanotag to determine transmitter detection rates at various altitudes pertinent to Monarch foraging and migration flights. ASNH will identify two inland and two coastal sites in the vicinity of Motus receiving stations for capturing, tagging, and releasing Monarch butterflies. Inland sites will be located in New Hampshire; coastal sites will be located between York County, Maine, and Essex County, Massachusetts.

Job 4.2. Attach 50 nanotags during one fall migration season to Monarchs at two coastal sites and two inland sites to determine dispersal and migration metrics

ASNH will use insect nets to capture Monarchs at inland and coastal sites. Project personnel will sex and weigh sex all captured individuals and attach 0.15 g nanotags to 50 (25 coastal and 25 inland) Monarchs that weigh at least 0.45 g (per protocols of Knight et al. 2019).

Job 4.3. Download and process Motus data, obtain and analyze NOAA weather data with respect to Monarch migration behavior.

PIs will process Monarch Motus data using the Motus package (<https://motus.org/MotusRBook/>) and use the resulting movement data to determine travel speeds, trajectories and survival rates. Weather data collected by NOAA.gov will be used to determine wind speed, temperature, and precipitation prior to and during the Monarch flights.

Job 4.4. Prepare reports, peer-reviewed publication, popular news articles, and deliver presentations to a minimum of one scientific conference and one lay audience.

E. DELIVERABLES SCHEDULE:

In addition to the deliverables identified in D - Scope of Work above, ASNH will provide annual progress reports to NHFG as follows:

- Due October 30, 2020*: Year 1 Interim Report (Reporting Period July 1 2020 – September 30, 2020)
 - Due October 30, 2021*: Year 2 Interim Report (Reporting Period October 1, 2020 – September 30, 2021)
 - Due October 30, 2022*: Year 3 Interim Report (Reporting Period October 1, 2021 – September 30, 2022)
-
- Due June 30, 2023: FINAL report for submission to the USFWS that summarizes the entire grant period and all participating states' accomplishments.

**Note: These dates correspond with USFWS reporting requirements associated with the federal grant. In the event that reporting dates are altered by the USFWS, NHFG will provide those necessary changes to grantee as available.*

July – September 2020:

Objective 1:

- Collaborate among states and researchers to identify general locations for "fence" of receiving stations across New England
- Establish schedule for project conference calls
- Conduct initial site visits for 3 receiving stations in NH and 1 in ME
- Complete landowner MOUs for 3 receiving stations in NH and 1 in ME
- Complete compliance documentation for 3 receiving stations in NH and 1 in ME
- Obtain supplies necessary for maintenance and repair of existing mid-Atlantic and New England receiving stations

Objective 4:

- Scout coastal and inland locations for Monarch tagging

October – December 2020:

Objective 1:

- Oversee data downloads from installed receiving stations.
- Upload data from receiving stations to Motus Network.
- Identify potential locations for Phase I receiving stations
- Contact landowners of potential Phase I receiving station locations
- Conduct site visits for potential Phase I receiving station locations

- Obtain supplies necessary for maintenance and repair of existing mid-Atlantic and New England receiving stations

Objective 4:

- Identify potential locations for receiving stations to support Monarch project

January - March 2021:

Objective 1:

- Summarize detection data for installed stations
- Finalize Phase I receiving station locations
- Prepare landowner MOUs/SUPs for Phase I receiving stations
- Prepare compliance review documentation for Phase I receiving stations
- Identify potential locations for Phase II receiving stations
- Prepare and provide station summaries for landowners and site hosts
- Obtain supplies necessary for maintenance and repair of existing mid-Atlantic and New England receiving stations

Objective 4:

- Finalize locations for receiving stations to support Monarch project
- Secure landowner agreements for receiving stations to support Monarch project
- Prepare and submit compliance documents for receiving stations to support Monarch project
- Order 50 nanotags for Monarch project
- Order equipment for receiving stations to support Monarch project

April - June 2021:

Objective 1:

- Prepare and deliver annual project reports to state agencies
- Prepare work plan and schedule for 2022 station installations
- Finalize Phase I receiving station locations
- Prepare landowner MOUs/SUPs for Phase I receiving stations
- Prepare compliance review documentation for Phase I receiving stations
- Finalize landowner MOUs/SUPs for Phase I receiving stations
- Obtain proof of liability insurance from landowners
- Obtain compliance documents for Phase I receiving stations
- Contact landowners of potential Phase II receiving station locations
- Conduct site visits for potential Phase II receiving station locations
- Obtain supplies necessary for maintenance and repair of existing mid-Atlantic and New England receiving stations

Objective 4:

- Install receiving stations to support Monarch project

July - September 2021:

Objective 1:

- Finalize landowner MOUs/SUPs for Phase I receiving stations

- Obtain proof of liability insurance from landowners
- Obtain compliance documents for Phase I receiving stations
- Contact landowners of potential Phase II receiving station locations
- Conduct site visits for potential Phase II receiving station locations
- Obtain supplies necessary for maintenance and repair of existing mid-Atlantic and New England receiving stations

Objective 4:

- Determine detection distances for tagged Monarchs at different altitudes
- Attach up to 50 nanotags to Monarchs at two coastal and two inland sites
- Prepare news article on Monarch project

October - December 2021:

Objective 1:

- Oversee data downloads from installed receiving stations.
- Obtain and upload data from receiving stations to Motus Network.
- Contact landowners of potential Phase II receiving station locations
- Conduct site visits for potential Phase II receiving station locations
- Obtain supplies necessary for maintenance and repair of existing mid-Atlantic and New England receiving stations

Objective 4:

- Attach any remaining nanotags to Monarchs at coastal and inland sites
- Download and process Monarch Motus data
- Obtain NOAA weather data for study period and locations
- Prepare news article on Monarch project

January - March 2022:

Objective 1:

- Summarize detection data for installed stations
- Finalize Phase II receiving station locations
- Contact landowners of potential Phase II receiving station locations
- Conduct site visits for potential Phase II receiving station locations
- Prepare and distribute station summaries for landowners and site hosts
- Obtain supplies necessary for maintenance and repair of existing mid-Atlantic and New England receiving stations

Objective 4:

- Analyze Monarch migration behavior with respect to NOAA weather data
- Prepare news article on Monarch project

April - June 2022:

Objective 1:

- Prepare and deliver annual project reports to state agencies
- Prepare work plan and schedule for 2022 station installations

- Coordinate station reactivation/maintenance/data download visits prior to spring migration.
- Finalize Phase II receiving station locations
- Finalize landowner MOUs/SUPs for Phase II receiving stations
- Obtain proof of liability insurance from landowners
- Obtain compliance documents for Phase II receiving stations
- Obtain and upload data from receiving stations to Motus Network
- Obtain supplies necessary for maintenance and repair of existing mid-Atlantic and New England receiving stations

Objective 4:

- Prepare report on Monarch project

July - September 2022:

Objective 1:

Obtain supplies necessary for maintenance and repair of existing mid-Atlantic and New England receiving stations *Objective 4:*

- Prepare news article on Monarch project
-

October - December 2022:

Objective 1:

- Oversee data downloads from installed receiving stations.
- Secure/deactivate stations for winter.
- Obtain and upload data from receiving stations to Motus Network.

Objective 4:

- Prepare presentation on Monarch project for scientific audience

January - March 2023

Objective 1:

- Summarize detection data for installed stations
- Prepare individual project final reports

Objective 4:

- Prepare presentation on Monarch project for lay audience

April - June 2023

Objective 1:

- Oversee data downloads from installed receiving stations.
- Obtain and upload data from receiving stations to Motus Network.
- Summarize detection data for installed receiving stations
- Finalize individual project final reports
- Compile final report

Objective 4:

- Deliver presentation on Monarch project to scientific conference

EXHIBIT B

BUDGET

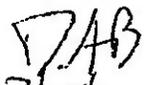
New Hampshire Fish & Game Department (NHFG) will enter into a sub-recipient grant agreement with the Audubon Society of New Hampshire (ASNH) to conduct work as approved under Objective 1 and 4 of the FY19 Competitive State Wildlife Grant, "Using Nanotag Technology to Identify Landscape-scale Habitat Use of Multiple SGCN in New England".

NHFG agrees to reimburse ASNH up to \$229,185 for direct costs (\$208,350) plus indirect cost (\$20,835). Total direct costs that are eligible for reimbursement under this agreement include: ASNH personnel (\$142,144), ASNH benefits (\$27,920), travel (\$22,032), supplies (\$1,754), and contracts (\$14,500).

	Year 1		Year 2		Year 3		Total	
	FEDERAL	MATCH	FEDERAL	MATCH	FEDERAL	MATCH	FEDERAL	MATCH
Obj. 1	\$107,289	\$22,000	\$78,493	\$64,000	\$15,818	\$22,500	\$201,600	\$108,500
Obj. 4	\$8,587	\$1,680	\$13,472	\$15,930	\$5,526	\$0	\$27,585	\$17,610
Total	\$115,876	\$23,680	\$91,965	\$79,930	\$21,344	\$22,500	\$229,185	\$126,110

Total Project Costs (Objectives 1 & 4)

	Federal Funds	Est. Match	Total
Personnel	\$142,144	\$15,360	\$157,504
Fringe Benefits	\$27,920	\$0	\$27,920
Travel	\$22,032	\$0	\$22,032
Equipment	\$0	\$0	\$0
Supplies	\$1,754	\$90,750	\$92,504
Contractual	\$14,500	\$20,000	\$34,500
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Sub-total Direct Charges	\$208,350	\$126,110	\$334,460
ASNH Indirect Charges	\$20,835	\$0	\$20,835
Total	\$229,185	\$126,110	\$355,295


 Grantee Initials VZAB
 Date 7/15/2020

Objective 1 – Tower Planning & Installation

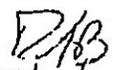
	Federal Funds	Est. Match	Total
Personnel	\$125,454	\$12,000*	\$137,454
Fringe Benefits	\$23,279	\$0	\$23,279
Travel	\$20,040	\$0	\$20,040
Equipment	\$0	\$0	\$0
Supplies**	\$0	\$76,500	\$76,500
Contractual***	\$14,500	\$20,000	\$34,500
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Sub-total Direct Charges	\$183,273	\$108,500	\$291,772
ASNH Indirect Charges****	\$18,327	\$0	\$18,327
Total	\$201,600	\$108,500	\$310,100

*Volunteers will be trained and engaged for on-the-ground station monitoring and Motus data downloading. Approximately 10 volunteers will check 10 stations twice per year with an average travel and site time of two hours per station for a total of 400 hours per year. Using a biological technician pay rate of \$15/hr, the total match for this work will be \$12,000 for the entire project period.

**ASNH is providing matching support in the purchase of materials to construct 15 automated receiving stations at a total cost of \$67,500. Each automated receiving station is comprised of a dual frequency sensor/gnome (\$1,600), two 9-element 166mHz antennas (total \$600), two 5-element antennas, four 6-element 166mHz antennas (total \$400), eight coaxial cables (total \$400), a power setup (often solar, \$500), and a structure to elevate the antennas (\$1,000) for a total of \$4,500 per automated receiving station. ASNH is providing matching support in the purchase of supplies to repair existing automated receiving stations in New England. \$3,000 per year is budgeted for a total of \$9,000.

***\$14,500 is requested to contract an Avian Ecology Consultant (Scott Weidensaul) at a rate of \$25/hr for 290 hrs. Weidensaul duties will include collaborating with the ASNH Site Coordinator's efforts to identify suitable locations for the 50 automated receiving stations across the New England states and build and maintain partnerships with landowners in states to gain access to potential site locations. ANSH is providing match by paying for the anticipated additional cost of contractors to climb existing power and/or communications towers to install 4 automated receiving stations at a cost of \$2,500/installation in 2021 and 2022. This totals \$10,000 in 2021 and \$10,000 in 2022.

**** ASNH does not currently hold a Federally Negotiated Cost Rate Agreement and therefore requests the de minimus 10% indirect rate for this agreement.


 Grantee Initials DAB
 Date 7/15/2020

Objective 4 – Monarch project

	Federal Funds	Est. Match	Total
Personnel	\$16,690	\$3,360*	\$20,050
Fringe Benefits	\$4,641	\$0	\$4,641
Travel	\$1,992	\$0	\$1,992
Equipment	\$0	\$0	\$0
Supplies**	\$1,754	\$14,250	\$16,004
Contractual	\$0	\$0	\$0
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Sub-total Direct Charges	\$25,077	\$17,610	\$42,687
ASNH Indirect Charges***	\$2,508	\$0	\$2,508
Total	\$27,585	\$17,610	\$45,195

*ASNH Volunteers will be trained and utilized for on the ground monitoring of Monarchs. ASNH Volunteer hours are anticipated as follows: 4 sites x 1 volunteer/site x 2 hrs/day (travel and monitoring) x 14 days/yr x 2 yrs.

**\$44 is requested for a Motus Adapter. \$1,710 is requested to pay for Motus nanotag registration with Bird Studies Canada. A 0.76 CAD:USD exchange rate is applied to the \$1,500 CAD fee for the first 20 nanotags plus the \$25 CAD fee for the remaining 30 nanotags. ASNH will match 50 Monarch nanotags at a cost of \$285/nanotag for a total of \$14,250.

***ASNH does not currently hold a Federally Negotiated Cost Rate Agreement and therefore requests the de minimus 10% indirect rate for this agreement.

1. The New Hampshire Fish and Game Department agrees to reimburse the grantee up to \$229,185.00 of approved project expenses in accordance with the above budget.
2. The Grantee agrees to provide \$126,110.00 in cash and in-kind service as the match for federal funds provided through this agreement. The grantee may also report additional non-federal funds necessary and reasonable for project expenses.
3. The Grantee 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 objective to show the federal portion and include 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, and the value and source of any in-kind match. ASNH will charge a flat de minimus indirect cost rate of 10 percent of modified total direct costs as defined in 2 CFR 200.68.

Grantee Initials DAR
Date 7/15/2020

Payment will be made based on invoices submitted by grantee to:

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

4. The grantee shall be paid within 30 days of receipt of each invoice, except that reimbursement shall not be made until any required reports have been received and approved according to Exhibit B. Deliverables Schedule 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 agreement for the full project period is subject to availability of federal funds for this purpose. If funding is not available, the Grantee will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.

6. Federal Tax ID: 02-600-5322

7. The Grantee 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.

EXHIBIT C Special Provisions

The Audubon Society of New Hampshire renews their liability insurance on an annual basis on April 1 corresponding with their fiscal year.

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 the Competitive State Wildlife Grants proposal titled USING NANOTAG TECHNOLOGY TO IDENTIFY LANDSCAPE-SCALE HABITAT USE OF MULTIPLE SGCN IN NEW ENGLAND 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: Using Nanotag Technology to Identify Landscape-scale Habitat Use of Multiple SGCN in New England
Federal Grant Number: To be Provided
Federal Funding Agency: United States Fish and Wildlife Service
CFDA Number/Title: 15.634 State Wildlife Grants (Competitive).
Prime Recipient: State of New Hampshire Fish and Game Department
Federal Award Date: July 1, 2020
State Grant ID Reference: NH COMP SWG Motus
Period of Performance: July 1, 2020 – June 30, 2023
Federal Funds to Sub-recipient: \$229,185

Project Contact: Administrative Contact:
Mike Marchand Randy Curtis
Program Supervisor Federal Aid Administrator
NH Fish and Game NH Fish and Game
271-3016 271-0801
michael.marchand@wildlife.nh.gov 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 agreement. The grantee agrees to comply with the following provisions, as applicable:

- a. Program Authorization / Legislation: State Wildlife Grants (CFDA# 15.634)
- b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements

Grantee Initials DAB
Date 7/15/2020

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**
The grantee hereby certifies per Subpart C of 2 CFR Part 180 that neither the grantee nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from

Grantee Initials DAB
Date 7/15/2020

participating in transactions supported by Federal funds. The Grantee hereby represents that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 CFR Part 180 that implement E.O.s 12549 and 12689 "Debarment and Suspension." The grantee further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NHFG with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/pybljc/SAM/>.

4. Certification Regarding Lobbying

The grantee and any sub-contractors awarded funds in excess of \$100,000 shall file the declaration required by 31 U.S.C. 1352(b) and implemented for the Department of the Interior through 43 CFR Part 18. 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).

Acceptance of this sub-recipient agreement represents the grantee's certification of the following statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to

file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Access to Records

The grantee shall permit New Hampshire Fish and Game Department and its auditors access to any books, documents, paper, and records of the grantee which are directly pertinent to the Project for making audits, examination, excerpts, and transcriptions. This also includes timely and reasonable access to grantee'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 grantee 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.

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 THE AUDUBON SOCIETY OF NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 29, 1920. 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: 61257

Certificate Number: 0004887029



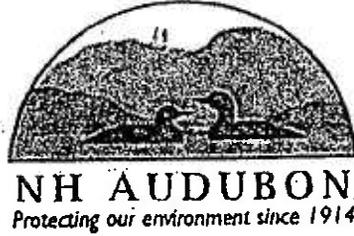
IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner

Secretary of State



Authorization to Execute Documents and Contracts

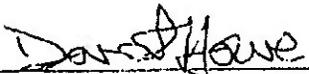
To whom it may concern:

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, 2020 and ending March 31, 2021.

The following individuals listed are duly authorized:

Douglas Bechtel, President

Joseph Consentino, Director of Finance



David Howe, Secretary
Audubon Society of New Hampshire

7/15/20

Date

Sworn and subscribed before me



Notary Public

7/15/20

Date

My commission expires

Stephen J. Lang
Notary Public, State of New Hampshire
My Commission Expires June 10, 2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/15/2020

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:		
INSURED Audubon Society Of N. H. dba NH Audubon 84 Silk Farm Road Concord, NH 03301-8200	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Co.		18058
	INSURER B: Acadia Insurance Company		31325
	INSURER C:		
	INSURER D:		
	INSURER E:		

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 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK2112853	04/01/2020	04/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 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 OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2112858	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10K		PHUB715992	04/01/2020	04/01/2021	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	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 <input checked="" type="checkbox"/> N N/A	WCA000535939 3A States: NH	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 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 <i>See list</i>
--	---