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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

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Scott R. Mason
Executive Director

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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 enter into a **sole-source** contract with the Audubon Society of New Hampshire (ASNH), Concord, NH (vendor code 177508) in the amount of $20,000.00 for implementing Wildlife Action Plan strategies from the date of Governor and Council approval through December 31, 2023. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account in FY 2024 upon the availability and continued appropriation of funds in the future operating budget:

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

		FY24
20-07500-21250000-304-500841	Research and Management	$20,000.00

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 helped greatly with the recovery of bald eagles that were removed from the federal and state endangered species list.

The NH Wildlife Action Plan identified 169 wildlife species and 27 habitats that are in greatest need of conservation in New Hampshire and recommends more than 700 actions for conserving these species and habitats. Many of these are rare, special concern and state or federally listed bird 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 will also assist NHFG with a revision to NH's Wildlife Action Plan, a federal requirement due to the U.S. Fish and Wildlife Service by October 2025.

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 & 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 Unit and Class 20-075-2125-304-500841	1.7 Completion Date 12/31/2023	1.8 Price Limitation $20,000
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number 603-271-3511	
1.11 Contractor Signature Douglas A Bechtel Date: 5/17/23		1.12 Name and Title of Contractor Signatory Douglas Bechtel, President	
1.13 State Agency Signature Scott R Mason Date: 5/30/23		1.14 Name and Title of State Agency Signatory Scott R. 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: 6/5/2023			
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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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

1. **Federal Funding.** This Agreement is supported by a Federal assistance award from the Department of Interior, Fish and Wildlife Service. All Federal laws, regulations, and award terms and conditions applicable to Department of Interior / Fish and Wildlife Service award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Agreement. EXHIBIT D provides further Federal award and compliance information and required certifications.

2. **Compliance by Contractor with Laws and Regulations / Equal Employment Opportunity.** Section 6 of the General Provisions is hereby modified to add the following new paragraph: 6.5 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.

3. 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

There are more than 500 vertebrates and thousands of invertebrates native to New Hampshire. Of these, 169 species were listed as Species of Greatest Conservation Need (SGCN) in the NH Wildlife Action Plan (2015; http://www.wildlife.state.nh.us/wildlife/documents/wap/sgcn-habitats-handout.pdf) and 51 species are listed as endangered or threatened under the NH Endangered Wildlife Conservation Act (http://www.wildlife.state.nh.us/nongame/documents/endangered-threatened-wildlife-nh.pdf). Critical information and planning is lacking for many of these species.

The NH Wildlife Action Plan (2015) assessed species distribution, condition, and risks (Table 2-1 in NH Wildlife Action Plan, 2015), but data was severely lacking on some species, especially many invertebrates (http://www.wildlife.state.nh.us/wildlife/documents/wap/chapter2-specieshabitatsatrisk.pdf). In addition, risks for many species have changed due to emerging threats such as white-nose syndrome in bats, several reptile and amphibian diseases, energy development and other land use changes, and other factors.

As data become available, it is important to assess the risks to these species, and recommend appropriate

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changes to the state protection status under the NH Endangered Species Conservation Act, the Species of Special Concern list, S-ranks under the natural heritage ranking system, and updates to the NH Wildlife Action Plan SGCN list and associated distribution, condition, threats and actions.
Recovery planning will require coordination among multiple partners and species experts.

B. OBJECTIVE

Objective 1: To assess the distribution, condition, and risks to SGCN, potential SGCN, and data deficient wildlife in order to inform a revised list of NH SGCN for the 2025 Wildlife Action Plan by December 31, 2023

C. APPROACH

Objective 1: ASNH will assist with revision of the NH list of SGCN. This will involve consultation with WAPIT to develop core criteria and formation of taxa teams to evaluate species for inclusion. Species to be considered as SGCN in the 2025 WAP include existing SGCN (Table 2-1 in NH Wildlife Action Plan, 2015), data deficient species (e.g., Table 2-2 in NH Wildlife Action Plan, 2015), Regional Species of Conservation Need (RSGCN), and other species that are candidates based on risk for future listing as NH SGCN. NHA will provide representation to taxa teams evaluating condition of species for consistency among taxa. Outside expert opinion will be sought on these species as part of the process. A final proposal of SGCN to add or remove from the 2025 WAP revision will be provided to NHFG. Minimally, ASNH will lead evaluations and meetings for birds, dragonflies, and tiger beetles and participate in other meetings as time and resources allow.

D. EXPECTED RESULTS AND BENEFITS:

An evaluation of the current data on distribution, condition and threats for wildlife species in NH will provide for a current and accurate representation of which species are in greatest need of conservation action. The analysis will lead to an updated SGCN list for the 2025 WAP Revision. Convening expert taxa team will allow for early coordination and consensus on species to focus conservation actions.

E. TIMELINE AND REPORTING

Objective 1: Proposed lists of SGCN, following expert review, will be submitted to NHFG by **December 31, 2023.**

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

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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: Manage avian research data for the State of NH.

Objective 2: Engage organizations in avian conservation projects.

Objective 3: Engage individuals in avian conservation projects.

Objective 4: Participate on regional and national bird related technical committees.

Objective 5: Provide technical assistance to NHFG and other organizations on bird related conservation issues.

Objective 6: Develop species and habitat management plans.

C. APPROACH

ASNH will assign a qualified ornithologist to represent New Hampshire avian conservation interests with respect to both the implementation and revision 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:
ASNH will survey conservation organizations, universities, and state and federal environmental organizations for on-going and proposed bird research and monitoring projects. Results will be compiled and maintained in a database at ASNH. ASNH will compare on-going research and monitoring efforts with those identified in NH WAP and recommend modifications that lead to better information on priority species and habitat indicators. ASNH will provide NHFG and its partners with valuable data on the population status of the state's birds, including many of conservation concern or that are potential indicators of habitat condition, by continuing to coordinate the state's portion of the North American Breeding Bird Survey. NHA will review the

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quality of SGCN bird reports submitted to eBird and other bird databases and submit quality information to the NH Natural Heritage bureau for inclusion in the EO database. 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.

Objective 2:
ASNH will communicate NH WAP priority research and monitoring efforts to organizations conducting bird research in New Hampshire. ASNH will develop a communications network among NH's avian research community to regularly share results of on-going work and coordinate future efforts. Examples of how this network will be established and maintained include: meetings, workshops, electronic newsletters or other regular correspondence.

Objective 3:
ASNH will communicate NH WAP priority research and monitoring efforts to individuals conducting bird research in New Hampshire. ASNH will develop a communications network among NH's avian research community to regularly share results of on-going work and coordinate future efforts. Examples of how this network will be established and maintained include: meetings, workshops, electronic newsletters or other regular correspondence.

Objective 4:
Provide a representative for New Hampshire on regional and national bird conservation committees under the general oversight and direction of New Hampshire Fish and Game Department. In consultation with NHFG staff, represent New Hampshire on Partners in Flight, Atlantic Coast Joint Venture Technical Section, Atlantic Flyway Nongame Migratory Bird Technical Section, and other regional meetings as approved by NHFG. On average there will be three or four 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. This representative will serve to inform regional initiatives of priorities and activity at the state level and vice versa.

Objective 5:
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. ASNH will provide technical assistance to landowners and land managers in coordination with NHFG. 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.

Objective 6:
ASNH will help develop monitoring protocols for endangered and threatened bird species including 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. Target species were developed during the analysis of SGCN for the NH Wildlife Action Plan

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(http://www.wildlife.state.nh.us/wildlife/documents/wap/appendixa-birds.pdf). ASNH will provide guidance to NHFG on state implementation of regionally-developed monitoring protocols for priority species or species/habitat groups.

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.

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

One report will be submitted that includes the details of Objectives 1-6 by January 15, 2024 that were completed during the contract period. Report will be submitted concurrent with or before final invoice.

Objective 1:
Report on the number of databases managed and associated details. eBird downloads will be completed, reviewed, edited, and submitted to NHNHB.

Objective 2:
Report on the number of organizations engaged and the associated details.

Objective 3:
Report on the number of individuals engaged and the associated details.

Objective 4:
Report on the number of technical committees and the associated details. ASNH will also provide summary reports and recommended actions to NHFG within two weeks of returning from regional meetings.

Objective 5:
Report on the number of organizations technical assistance was provided to and the associated details. All new permits and reports will be reviewed in a timely manner and within any deadlines set by the associated contracts. Summary reports will include # WAPIT meetings attended, # permits reviewed, # environmental reviews conducted for which species, and any other technical assistance provided.

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Objective 6:
Report on the number of plans developed and associated details.

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

A) NEED
As both Bald Eagles have recovered and Peregrine Falcons approach recovery in New Hampshire (with eagle removed from the state threatened list in 2017), conservation needs have shifted from intensive monitoring to management of active nest sites when and where needed. 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. Effective implementation of the state and federal Bald and Golden Eagle Protection Acts necessitates a regular survey of eagle nesting locations that can be used to update the NH Natural Heritage Database for this species.

Northern Harrier is listed as endangered in New Hampshire, and until 2020 there had not been a comprehensive assessment of the species' current distribution and population size for roughly two decades. Surveys during 2020-22 updated this assessment and are being used to inform future conservation activity. Because the species remains rare, there is value in ongoing lower-intensity survey effort to keep knowledge of distribution up-to-date.

B) OBJECTIVES

Objective 1: Maintain database of Bald Eagle nest sites by confirming previously unknown nests discovered after the Mar-May occupancy survey period.

Objective 2: Implement population management actions during the breeding season to further the goal of conserving and protecting New Hampshire's Bald Eagle population.

Objective 3: Implement population management actions, as appropriate, during the portion of the breeding season covered by this contract (July 2023) to further the goal of conserving and protecting New Hampshire's Peregrine Falcon population.

Objective 4: Conduct one investigation of current Northern Harrier territory occupancy as a means to keeping NH distributional data current.

C) APPROACH
Objective 1: Although systematic eagle occupancy monitoring occurs in March-May, new sites are regularly reported and these sometimes require follow-up for confirmation. Even if not in a given year's focal area, knowledge of these sites is important to inform survey efforts in future years. NHA will thus confirm any additional eagle nests reported in July-December 2023, incorporate them into future survey plans, and provide any such data to the NH Natural Heritage Bureau. NH

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Audubon will use trained volunteers to the extent possible. NHA will track volunteer time needed to conduct this work and will use volunteer contributions as In-Kind match. NHA will keep records regarding volunteer match. In-kind match that is necessary and reasonable to accomplish project objectives, but represents over-match for this Project will be used as match for other Projects under this contract.

Objective 2: Where warranted, the Contractor will implement appropriate management strategies to protect Bald Eagle breeding sites (e.g., technical assistance to landowners and land managers, post signs, and other appropriate techniques).

Objective 3: 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). Most such activity will entail removing cliff closure signage upon confirmation of breeding being completed at relevant sites. NH Audubon will use trained volunteers to the extent possible. NHA will track volunteer time needed to conduct this work and will use volunteer contributions as In-Kind match. NHA will keep records regarding volunteer match. In-kind match that is necessary and reasonable to accomplish project objectives, but represents over-match for this Project will be used as match for other Projects under this contract.

Objective 4: NHA will conduct a rapid assessment of known or potential Northern Harrier territories during early August when fledglings are most visible. This effort will use trained volunteers to the extent possible. NHA will track volunteer time needed to conduct this work and will use volunteer contributions as In-Kind match. NHA will keep records regarding volunteer match. In-kind match that is necessary and reasonable to accomplish project objectives, but represents over-match for this Project will be used as match for other Projects under this contract.

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, etc.) and ensure that species recovery is sustained. ASNH staff have the expertise and volunteer contacts to implement this task in an efficient manner.

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.

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.

Conducting an abbreviated survey for harriers during the nesting season allows for data on the species' distribution to remain current. It also allows for the possibility of new sites being located

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that were not occupied during the preceding three-year survey. Up-to-date data on distribution will be important to capitalize on opportunities for further conservation actions.

E) TIMELINE AND REPORTING

Objective 1: Any additional nest site information from the 2023 breeding season will be submitted to NHFG in an electronic format compatible with inclusion in the NH Natural Heritage Bureau database no later than **December 31, 2023.**

Objective 2: A summary of work will be provided by **December 31, 2023**. Report will include metrics on # of technical assistance events to individuals and organizations and # of management strategies/structures employed and associated details.

Objective 3: A summary of work will be provided by **December 31, 2023**. Report will include metrics on # of technical assistance events to individuals and organizations and # of management strategies/structures employed and associated details

Objective 4: All territory information from the 2023 breeding season will be submitted to NHFG in an electronic format compatible with inclusion in the NH Natural Heritage Bureau database no later than **December 31, 2023.**

PROJECT 13: Cliff Swallow Monitoring and Management (T2-3-R-2-P13)

A. NEED

Populations of aerial insectivorous birds (e.g., swifts, swallows, flycatchers) are in strong decline both continentally and in the northeastern United States, and several species were included as SGCN in the 2015 New Hampshire Wildlife Action Plan. Three of these are swallows: Bank Swallow, Cliff Swallow, and Purple Martin. While populations of Cliff and Bank swallows are still distributed over a large portion of New Hampshire, a long-term decline in the number of Cliff Swallow colonies led to that species being proposed as threatened under RSA 212 in 2016. Among the threats identified for this species are human activities that disturb or destroy their colonies. If not addressed, such activities have the potential to reduce reproductive success or even lead to colony abandonment. Minimizing such impacts can ensure that the species still has places to nest in the face of other – but poorly known – threats such as climate change, pesticides, and events during the non-breeding season. For colony-focused conservation actions to be effective, it is also important to have accurate information on the distribution and size of Cliff Swallow colonies in the state.

B. OBJECTIVES

Obtain more comprehensive current information on the distribution, abundance, and productivity of Cliff Swallows in New Hampshire.

C. APPROACH

Through a combination of volunteers and staff, NHA will

1. visit historic colony sites to confirm persistence and estimate current size

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2. search for new colonies in locations where swallow activity indicates the presence of a previously unknown nesting site
3. encourage reporting of completely new colonies through outreach to NH birders and other wildlife enthusiasts (e.g., birding listserv, NH Audubon website and publications).
4. Monitor a subset of known colonies to assess reproductive success.

All colony data will be provided to the NH Natural Heritage Bureau.

NHA will track volunteer time needed to conduct this work and will use volunteer contributions as In-Kind match. NHA will keep records regarding volunteer match. In-kind match that is necessary and reasonable to accomplish project objectives, but represents over-match for this Project will be used as match for other Projects under this contract.

RESULTS AND BENEFITS

Sometimes conservation measures for species of concern are best implemented when the species are still relatively widespread. In such cases there are more locations where conservation actions can be tried, and there is more flexibility for experimental approaches that would be less feasible for more vulnerable species. Although the factors driving the declines of Cliff Swallows are still largely unknown, some threats are clearly related to persistence and success of existing colonies. By gaining a better understanding of colony locations and productivity, developing management recommendations, and conducting site-specific outreach, it may be possible to mitigate many of these site-based threats. If swallow populations continue to decline despite such measures, it is a clear indication that other factors are influencing them. In such a case, having numerous secure colony sites may facilitate future research on these still unknown limiting factors.

TIMELINE AND REPORTING

A report summarizing actions under this project will be submitted to NHFG on **December 31, 2023.** Updated information on colony locations will be provided to the NH Natural Heritage Bureau by December 31, 2023.

EXHIBIT C
Method of Payment

Budget

Grant	Project	Job	Fed. Funds	Est. Match	Total
T23-R-1: Monitoring and Management of	1 (Species recovery planning)		$7,000	$0	$7,000

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New Hampshire's Wildlife Species of Concern					
	7 (Bird Research and Monitoring Coordination		$10,000	$1,000	$11,000
	12 (Raptor Monitoring and Management)	Monitor Population Trends for Threatened and Endangered Wildlife (Bald Eagle)	$0	$1,500	$1,500
		Wildlife Population Management (Bald Eagle)	$500	$0	$500
		Wildlife Population Management (Peregrine Falcon)	$2,500	$1,500	$4,000
		Monitor Population Trends for Threatened and Endangered Wildlife (Northern Harrier)	$0	$3,000	$3,000
	13 (Cliff Swallow monitoring and management)		$0	$4,000	$4,000
Direct Cost		Wages and Benefits	$15,192		
		Other Expenses	$ 250		
		TOTAL direct costs	$15,442		
Indirect Cost (30% X direct wage and benefits costs)			$4,558		
TOTAL COST			$20,000	$11,000	$31,000

1. The New Hampshire Fish and Game Department agrees to reimburse the Contractor up to $20,000.00 of approved project expenses in accordance with the above budget.

2. The Contractor agrees to provide $11,000.00 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. The Contractor shall maintain in its official accounting records an accounting of the total project costs to support Federal and non-Federal shares, and clearly identify the nature of each expense to demonstrate its relatedness to

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the contract.

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. Fringe benefits charges shall be in accordance with the Contractor's organizational policies for allocation of fringe benefits and shall be based on such cost and pricing data as are reasonably required to establish the appropriateness of the rates.

4. Written approval is required to rebudget or transfer funds between projects when the cumulative amount of transfers will exceed 10% ($2,000) of the contract amount in block 1.8 – Price Limitation. All requests for approval must be directed to the Authorized NHFG Representatives identified in EXHIBIT D.

5. The Contractor shall submit its final invoice, which must be marked "Final," no later than 45 days after the end date of the contract period as specified in block 1.7 – Completion Date. The final invoice shall be the final report of expenditures. 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.

6. 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.

7. Federal Tax ID: 02-600-5322

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

9. 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.

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

EXHIBIT D

Contractor Initials TAB
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1. **Federal Award / Subaward Information**

Through execution of this agreement, the ASNH (UEI # ESFRKN3NY5E9) 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 found on the Internet at https://www.fws.gov/library/collections/financial-assistance-general-award-terms-and-conditions .

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
Assistance Listing No./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-December 31, 2023
Subrecipient Agreement #:	NHFG-2023-02
Subrecipient Name:	The Audubon Society of New Hampshire
Subrecipient UEI:	ESFRKN3NY5E9
Federal Funds to Sub-recipient:	$20,000.00

Project Contact:	Administrative Contact:
Michael Marchand	Randy Curtis
Wildlife Diversity Biologist	Federal Aid Administrator
NH Fish and Game	NH Fish and Game
271-5679	271-0801
michael.marchand@wildlife.nh.gov	randy.curtis@wildlife.nh.gov

2. **Federal Compliances**

The Contractor 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 for Federal Awards

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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. 2 CFR Part 1402, Federal Assistance Interior Regulation, supplementing 2 CFR 200 Parts A-D

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

l. 43 CFR 18, New Restrictions on Lobbying

m. 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.

n. 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 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

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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).

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Certificate of Authority #1 (Corporation, Non-profit Corporation)

Corporate Resolution

I, Susan Martin (Name), **hereby certify** that I am duly elected Clerk/Secretary/Officer of New Hampshire Audubon Society (Name of Corporation). I hereby certify the following is a true of a vote taken at a 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 (Name and Title) (may list more than one person) is duly 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 of 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

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.

David M. Scanlan

Secretary of State

Client#: 527266 AUDUBSOC

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 (A/C, No, Ext): 855 874-0123 FAX (A/C, No):
E-MAIL ADDRESS: brenda.buck@usi.com

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			PHPK2534536	04/01/2023	04/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2534534	04/01/2023	04/01/2024	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			PHUB856901	04/01/2023	04/01/2024	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000535942	04/01/2023	04/01/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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)
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

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