New Hampshire
Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX: (603) 271-5829

www.wildlife.nh.gov
Email: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

Stephanie L. Simek, Ph.D.
Executive Director

40

December 4, 2024

Her Excellency, Governor Kelly A. Ayotte
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** grant agreement with the Audubon Society of New Hampshire (NHA), Concord, NH (vendor code 177508) in the amount of $62,000.00 for implementing Wildlife Action Plan strategies from the date of Governor and Council approval through December 31, 2025. 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Year 2026, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

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

		FY25	FY26
20-07500-21250000-304-500841	Research and Management	$35,000	$27,000

EXPLANATION

NHFG requests a **sole source** grant agreement with NHA to assist with the revision and implementation of the NH Wildlife Action Plan with a focus on bird conservation initiatives as detailed in Exhibit B. NHA staff are among the state's leading experts in avian research and monitoring. This experience and expertise within one organization makes NHA uniquely qualified to implement these projects. NHA 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, NHA has the ability to provide crucial non-federal matching funds that are required under the federal funding from the United States Fish & Wildlife Service (USFWS). Under this agreement, NHA 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. NHA will also assist NHFG with a revision to NH's Wildlife Action Plan, a federal requirement due to the USFWS by October 2025.

The current 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 program, the Department must implement the conservation strategies identified in the New Hampshire Wildlife Action Plan.

Since the New Hampshire Wildlife Action Plan was approved by the USFWS in October 2016 biologists at NHFG and our conservation partners have been working diligently to implement the Plan. NHA has been a long-standing partner in protecting and restoring New Hampshire's threatened and endangered wildlife along with other species of birds. Through this collaboration, the unique expertise of NHA 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.

Respectfully submitted,

Stephanie L. Simek, Ph.D.
Executive Director

Kathy Ann LaBonte
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 & 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** 20-075-2125-304-500841	**1.7. Completion Date** 12/31/2025	**1.8. Grant Limitation** $ 62,000
1.9. Grant Officer for State Agency Stephanie L. Simek, Ph.D., Executive Director		**1.10. State Agency Telephone Number** 603-271-3511	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		**1.12. Name & Title of Grantee Signor 1** Marc Nutter, Conservation Prgm Director	
Grantee Signature 2		**Name & Title of Grantee Signor 2**	
Grantee Signature 3		**Name & Title of Grantee Signor 3**	
1.13 State Agency Signature(s)		**1.14. Name & Title of State Agency Signor(s)** Stephanie L. Simek, Ph.D., Executive Director	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: Keely Lovato Keely Lovato **Assistant Attorney General, On:** 12/16/2024			
1.16. 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 B (the scope of work being hereinafter referred to as "the Project").

MAN 12/2/24

3. 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.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. 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 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, 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.

5.4. 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.

5.5. 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.

6. 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.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, 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.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, 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 provisions

8. PERSONNEL.

8.1. 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.

8.2. 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.

8.3. 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.

9. DATA: RETENTION OF DATA: ACCESS.

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

11. EVENT OF DEFAULT: REMEDIES.

11.1. 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.

12. 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

MAN 12/2/24

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.

14. 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.

15. 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 B without the prior written consent of the State.

16. 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.

17. INSURANCE.

17.1 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:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General 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 17.1 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. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.

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, if required or by the signing State Agency.

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 intend 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 or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

MAN 12/2/24

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. Per paragraph 6 of the General Provisions, 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. **Period of Performance.** The Project period of performance for this Agreement is January 1, 2025 through December 31, 2025. If the provision of services by the Grantee precedes the Effective date as determined by paragraph 4.1 of the General Provisions all services performed by the Grantee shall be performed at the sole risk of the Grantee. In the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred for the Project prior to the Effective date and during the project period of performance that would otherwise be allowable shall be paid under the terms of this Agreement. Expenses incurred after the end date are not allowable costs.

3. **Effective Date: Completion of Project.** Paragraph 4.2 of the General Provisions is hereby modified to add after the last sentence the following new sentence: The Grantee shall submit required performance reports according to the Scope of Services and a final report of expenditures within 45 days of the Completion Date.

4. **Records and Accounts.** Paragraphs 7.1 and 7.2 of the General Provisions are hereby modified to revise the record retention period from "...seven (7) years after the Completion Date,..." to three (3) years after submission of the Grantee's final financial report, except that 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. Paragraph 7.2 if further modified to add "and its auditors" after State in the sentence, "The Grantee shall permit the State to audit, examine, and ..."

5. **Data; Retention of Data; Access.** Paragraph 9.3 of the General Provisions is hereby replaced with the following: Subject to provisions applicable to federal awards, the Grantee may copyright material that is developed by its staff in the course of or under this Agreement. The Grantee shall grant to the Federal government, and others acting on its behalf, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the material developed under this agreement.

Grantee Initials MAN
Date 12/2/24

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

Exhibit B
Scope of Services

Project Period: January 1 – December 31, 2025

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 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: Assess the distribution, condition, risks to SGCN, potential SGCN, and data deficient wildlife in order to inform necessary actions to be incorporated into updated wildlife action plan species and habitat profiles by March 31, 2025.

C. APPROACH

Objective 1: New Hampshire Audubon (NHA) will assist with revision of the Wildlife Action Plan through updated species and habitat evaluations and profiles. This will involve consultation with the NH Wildlife Action Plan Implementation Team (WAPIT) to develop consistent standardized evaluation protocols. Profiles will be written for select tiger beetles, and dragonflies and threatened

Grantee Initials MAW
Date 12/1/24

or endangered birds, NHA will work with partners and other experts to evaluate the current distribution, condition, and risks to target species using standardized methodologies, and outline important conservation actions to address threats. NHA will participate in other species and habitat assessment discussions as warranted.

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. Actions will be developed which reflect the current state priorities and needs.

E. TIMELINE AND REPORTING

Objective 1: Species profiles will be updated or developed for at least 10 species and following expert review, submitted to NHFG by **March 31, 2025.** An action template will be provided by NHFG and NHA will populate for all species identified above and submitted to NHFG by February 28, 2025.

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

A. NEED

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

Because of NHA'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 NHA 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. OBJECTIVES

Objective 1: Manage and coordinate avian research and monitoring data for the State of NH.

Objective 2: Provide technical assistance to NHFG and other organizations on threatened and endangered bird related conservation issues.

Grantee Initials MAN
Date 12/4/24

Objective 3: Develop species and habitat management plans for threatened and endangered birds.

C. APPROACH

Objective 1:
NHA will review the quality of SGCN bird reports, with a focus on threatened or endangered species, submitted to eBird and other bird databases and submit quality information to the NH Natural Heritage Bureau (NHNHB) 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. NHA will also work with researchers to get data collected in NH into regional databases (e.g., Atlantic Flyway Colonial Waterbirds).

Objective 2:
NHA conservation biology staff will assist NHFG in technical review and guidance of threatened and endangered 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. NHA will provide technical assistance to landowners and land managers in coordination with NHFG.

Objective 3:
NHA will help develop monitoring protocols for endangered and threatened bird species or species approaching recovery. When appropriate, these protocols will be integrated into existing regional programs and coordinated among individuals or organizations with relevant expertise. NHA 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.

NHA staff adds both manpower and insight into the coordination process, improving the speed and quality of on-the-ground implementation. NHA staff are uniquely qualified to participate in the process, due to their integral involvement creating the underlying framework of the NH WAP. Additionally, NHA 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 by January 15, 2026 that includes the details of Objectives 1-3 that were completed during the contract period. Report will be submitted concurrent with or before final

Grantee Initials MAN
Date 12/1/24

invoice.

Objective 1:
In addition to overall project reporting above, eBird downloads will be completed, reviewed, edited, and submitted to NHNHB by December 31, 2025.

Objective 2:
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, # SWAP stakeholder meetings attended, and any other technical assistance provided.

Objective 3:
Report on the number of plans developed and associated details.

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

A. NEED

As Peregrine Falcons approach recovery in New Hampshire, conservation needs have shifted from intensive monitoring to management of active nest sites when and where needed, particularly in cases of conflict with human activities. Ignoring such conflicts could limit progress towards species recovery and contribute to more landowner-wildlife conflicts. Stakeholders (e.g., landowners, land managers, recreational climbers, etc.) will need to be engaged to assist with monitoring and management activities to maintain long-term viability of nesting sites.

B. OBJECTIVES

Objective 1: Implement population management actions, as appropriate, during the 2025 breeding season to further the goal of conserving and protecting New Hampshire's Peregrine Falcon population.

Objective 2: Develop guidelines for Peregrine Falcon monitoring and management and share these with stakeholder groups (WMNF, NHFG, DNCR, climbers, volunteers) through technical assistance and training sessions.

C. APPROACH

Objective 1:
Where warranted, the Grantee 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 also entail removing cliff closure signage

Grantee Initials MAN
Date 12/2/24

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 2:
Summarize current protocols used to assess Peregrine Falcon nesting in New Hampshire (e.g., site occupancy, nest success/failure). Invite biologists and other staff from partner organizations (e.g., WMNF, NHFG, DNCR), volunteers, and members of climbing community to field trainings to demonstrate these protocols. Create a network among these stakeholders that facilitates continued Peregrine monitoring and management that is more adaptable due to local points of contact when management is needed.

D. EXPECTED RESULTS AND BENEFITS

NHA will conduct management activities that reduce threats to peregrine falcons in New Hampshire and therefore will aid recovery efforts. Because NHA has expertise on these species and on-the-ground conditions, more efficient and effective recommendations can be identified. Directly involving local land managers in stewardship of this species will ensure that conservation actions are sustainable over time.

E. TIMELINE AND REPORTING

Objective 1: Work will be summarized in a final report due **September 15, 2025**.

Objective 2:
Monitoring and management guidelines will be created by **April 1, 2025** and followed by two field trainings with stakeholders (held in April and in June). Contact information for climbers, managers, landowners, and volunteers will be compiled into the guidelines and a final document, along with summary of field trainings, provided **September 30, 2025**

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

Grantee Initials MAN
Date 12/2/24

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
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. Complete a fourth year of monitoring at three Lakes Region 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

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, 2025.** Updated information on colony locations will be provided to the NH Natural Heritage Bureau by December 31, 2025.

PROJECT 15: Common Nighthawk Monitoring and Management (T2-3-R-2-P15)

A. NEED

Grantee Initials MAN
Date 12/2/24

Common Nighthawks are currently listed as Endangered in New Hampshire, with fewer than ten confirmed nesting sites in a given year. Numbers have continued to decline, and it is important that nesting information is incorporated into the NH Natural Heritage Bureau database to be available for environmental review.

B. OBJECTIVES

Evaluate population status of Common Nighthawks in Concord focal area during 2025 breeding season.

C. APPROACH

NHA will initiate a biennial strategy for monitoring Common Nighthawks, alternating between the two core population centers (Concord and Ossipee pine barrens). In 2025, efforts will focus on Concord, and use staff and volunteers to determine the number and locations of territories and nesting attempts. Data on nesting locations will be provided to the NH Natural Heritage Bureau.

D. EXPECTED RESULTS AND BENEFITS

It is important to maintain information on potential or confirmed nesting sites as a tool to guide management and evaluate impacts of human activity.

E. TIMELINE AND REPORTING

Annual territory and nest site data will be provided to the NH Natural Heritage Bureau by September 31, 2025.

ASSESSMENT, MONITORING, AND MANAGEMENT OF WILD BIRDS AND MAMMALS (NHFG Federal Aid Grant W-116-R-1)

PROJECT 2: Avian Research, Monitoring, and Management (W-116-R-1, P2)

A. NEED

The *State of New Hampshire's Birds,* published in 2020 by NH Audubon, identified that there are ~275 bird species regularly occurring in New Hampshire, of which 193 have been suspected or documented as breeding since 2000. Of these species, 48% are considered to have stable or increasing populations, while 42% are in decline, and 10% have unknown population trends. Species in decline are distributed throughout a number of important NH habitats including shrublands, grasslands, forests, wetlands, lakes, rivers, coastal areas, and alpine areas. Sixty-three bird species are listed in the NH Wildlife Action Plan (2015) are listed as Species in Greatest Conservation Need (SGCN), 37% of all species listed in the Plan. Revisions to the NH Wildlife Action Plan are underway and 51 birds have been proposed for SGCN status and 26 additional birds have been proposed for species needing additional assessment. Species Profiles need to be updated for all species proposed for SGCN including updates to the distribution, condition, risks to species,

Grantee Initials MAN
Date 12/1/24

and priority actions needed to improve the condition of species.

Monitoring is an important action needed to evaluate the status of bird populations and evaluate the success of conservation actions. Monitoring can be achieved through long-term multi-species national efforts such Breeding Bird Survey (BBS), habitat based surveys (e.g., shrubland birds), and targeted species-specific surveys. Priority species for targeted monitoring be determined based on the NH Wildlife Action Plan, other state and regional plans, and regulatory protections that require updated information. Raptors (i.e., hawks, eagles, owls, falcons) occupy a variety of habitat types in NH (forests, wetlands, cliffs, urban areas) and there are different factors that affect population viability of these species. However, historic (DDT contamination) and current threats often are similar among species in this avian group. Successful monitoring and management of these species resulted in bald eagles and osprey being delisted from the state endangered species lists. Following the delisting of Bald Eagles from the state threatened list, NHFG implemented a post-delisting monitoring and management protocol to ensure that species recovery will be sustained in New Hampshire. Occupancy information is also necessary to review projects that may impact bald eagle nest sites protected from the NH Bald and Golden Eagle Act (RSA 209:9).

Because most species of birds are migratory, it is critical for NH to coordinate with state, federal, and non-governmental partners in other states in order to assess the condition of species, and develop effective conservation actions. Because of the number of bird species occurring in NH and capacity limitations, it is critical to work with other conservation partners to implement conservation actions and improve the condition of birds. As such, it is critical for NHFG and contracted bird experts to provide technical assistance to other organizations and private landowners in order to achieve success.

As species have recovered or approach population recovery conflicts with human activities have increased (e.g., osprey nests on utility and communication towers, recreational disturbance to nest sites, disturbance to roosting or nesting eagles, cooper's hawks nesting and hunting in proximity to human dwellings). Ignoring such conflicts could limit progress towards species recovery, jeopardize recovery recently achieved by species of concern, and contribute to more landowner-wildlife conflicts.

In order to ensure that bird research and conservation conducted in New Hampshire contributes to the overall objectives and strategies in the NH Wildlife Action Plan a single primary point of contact needs to be established for avian research, monitoring, and inventory. The migratory behavior of birds also requires that survey, research, and conservation initiatives are coordinated among the states and the countries that they migrate through, and breed and winter in. In response to the expansive areas required to support healthy populations of wild birds, most research and monitoring needs will be carried out as part of larger scale multi-state and international efforts. Because of New Hampshire Audubon's (NHA) 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 nongovernmental organization. New Hampshire Fish and Game will use the expertise and consulting service of NHA to make informed decisions on priority research and conservation needs for New Hampshire's birds.

Grantee Initials MAN
Date 12/2/24

B. OBJECTIVE

OBJECTIVE 1. Develop 20 species and/or habitat management or conservation, management and monitoring plans by end of 2025..

OBJECTIVE 2. (Bald Eagle Monitoring)

Objective 2a. Conduct one investigation of bald eagle nest site occupancy by June 30, 2025.

Objective 2b: In anticipation of the cessation of long-term monitoring, update monitoring protocol to ensure regular reporting of Bald Eagle nesting sites so as to keep the NH Natural Heritage Database up to date.

OBJECTIVE 3. Provide technical assistance to 10 organizations and public land managers as appropriate, to further the goal of conserving and protecting New Hampshire's avian populations by 2025.

OBJECTIVE 4. Provide technical expertise to 10 private landowners as appropriate, to further the goal of conserving and protecting New Hampshire's avian populations by 2025.

OBJECTIVE 5. To participate in at least 3 regional or national bird technical committees through 2025.

C. APPROACH

NHA 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 NHA and oversee the coordination of bird research and monitoring within the state, as needed.

Objective 1:
NHA staff will develop conservation plans for priority bird species not listed as threatened or endangered, including updated bird species profiles for the NH Wildlife Action Plan. To develop the plans biologists will collaborate with other experts to evaluate the current distribution, condition, and risks to target species using standardized methodologies and incorporate updated information and necessary actions. Monitoring plans and protocols will be developed for priority bird species and priority habitat-based bird groupings. These protocols will be integrated into existing regional programs and coordinated among individuals or organizations with appropriate expertise.

Objective 2 (Bald Eagles):
Objective 2a:.
Known New Hampshire eagle nests were divided into five groups during 2019, based in part on location and nest density. The focus of survey effort each season under NHFG contracts will be on one of these five groups, requiring that all nest sites in a group will be surveyed twice during the early breeding season (March to May) to determine territory occupancy. During March-May 2025 the North Country Region will be surveyed. Over five years, this will result in a statewide survey of

Grantee Initials MAJ
Date 12/2/24

known active nests. The grantee will involve volunteers or regional NHFG staff, to the extent possible, to monitor known nests and investigate reports of previously unknown nest sites. Newly identified nest sites within the Seacoast survey region will be monitored according to the standardized protocol during this contract period. NH Audubon will also follow up on potential new nest sites statewide, determine if these sites are occupied, and assign them to one of the five monitoring units.

Data from nests elsewhere in the state (outside the North Country Region) may also be collected, again with the assistance of trained volunteers. Data outside the North Country Region will contribute to overall bald eagle monitoring information available and submitted to NHFG but will not be officially incorporated into the five-year rotating survey framework under this contract period and cost to collect this information will not be invoiced to NHFG for federal reimbursement.

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 Grant.

Objective 2b: In the past, data on eagle nests outside of a given survey region have been collected so as to track the statewide population and provide updates to the NH Natural Heritage Database. As recovery continues, it is increasingly difficult to track all such nests and there is an identified need for a different system to capture these data. NHA will work with NHFG and the existing network of volunteers to develop an efficient means to gather information on eagle nest locations outside of the current monitoring framework.

Objective 3:
NHA biologists will offer technical assistance to organizations, public officials, and natural resource managers pertaining to avian conservation and management not specific to threatened or endangered species. Technical assistance will include reviewing management and conservation proposals, permits, participating in technical advisory teams, and providing guidance to land managers including for conflicts such as nests on power lines.

For potential nest conflicts actions include, but are not limited to: site visits to determine the extent of the conflict, coordinating with property owners to modify existing structures to reduce their attractiveness for nest placement, and assist with efforts to install alternative nesting structures, where warranted.

NHA will communicate NH Wildlife Action Plan priority research and monitoring efforts to organizations conducting bird research in New Hampshire. NHA 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.

NHA will provide technical assistance to organizations such as conservation organizations, universities, and state and federal environmental organizations for on-going and proposed bird research and monitoring projects. Results will be maintained in a database.

NHA will provide direct technical assistance to NHFG. Technical assistance events will include reviewing

Grantee Initials MAW
Date 12/2/24

reports, monitoring and management proposals, and/or permits, participation on the NH Wildlife Action Plan Implementation Team, and other assists as warranted. NHA 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, such as information generated from participation in the North American Breeding Bird Survey.

Objective 4:
NHA will offer technical assistance to private landowners pertaining to avian conservation and management issues. Technical assistance will include responding to inquiries from the public, reviewing management and conservation proposals, and providing guidance to land owners on avian conservation and management including for conflicts such as nests on power lines. For potential nest conflicts actions include, but are not limited to: site visits to determine the extent of the conflict, coordinating with property owners to modify existing structures to reduce their attractiveness for nest placement, and assist with efforts to install alternative nesting structures, where warranted.

NHA will communicate priority research and monitoring efforts to individuals conducting bird research in New Hampshire. NHA 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 5:
NHA will 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, NHA designated biologist will 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.

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.

NHA staff adds both manpower and insight into the coordination process, improving the speed and quality of on-the-ground implementation. NHA staff are uniquely qualified to participate in the process, due to their integral involvement creating the underlying framework of the NH SWAP. Additionally, NHA staff are 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 SWAP.

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

Grantee Initials MAN
Date 12/2/24

that species recovery is sustained. NHA staff have the expertise and volunteer contacts to implement this task in an efficient manner. Creation of a new mechanism to collect data for the NH Natural Heritage Database will ensure that information on this protected species remains current in the absence of systematic monitoring.

E. TIMELINE AND REPORTING

One report will be submitted that includes the details of Objectives 1-5 by January 15, 2026 that were completed during the contract period. Report will be submitted concurrent with or before final invoice.

Objective 1:

Species profiles will be updated or developed for at least 10 birds not listed as threatened or endangered and following expert review, submitted to NHFG by **March 31, 2025.** An action template will be provided by NHFG and NHA will populate for all species identified above and submitted to NHFG by **February 28, 2025.** Report on the number of plans developed and associated details.

Objective 2a:

Summary of occupancy of the focal one fifth of nest sites will be due to NHFG by **August 31, 2025**. A complete summary of statewide nest site information including surveys serving as grant match from the 2024 breeding season will be submitted to NHFG in an electronic format compatible with inclusion to the NH Natural Heritage Bureau database no later than **October 1, 2025**. Locations of new nest sites and their breeding status will be identified in reports.

Objective 2b:

A draft proposal for data collection after systematic monitoring stops will be developed by **April 30, 2025**. Following the first draft of this proposal, staff from NHA, NHFG, and NHNHB will convene to evaluate it and make any needed modifications. A final plan will be agreed upon by all parties by **October 31, 2025**, in time for implementation for the 2026 breeding season.

Objective 3:

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, # WAP stakeholder meetings attended, and any other technical assistance provided.

Objective 4:

Report on the number of individuals engaged and the associated details.

Objective 5:

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

Grantee Initials MAW
Date 12/2/24

Grantee Initials MAN
Date 2/2/24

EXHIBIT C
Method of Payment

Budget

Grant	Project	Job	Fed. Funds	Est. Match	Total
T23-R-1: Monitoring and Management of New Hampshire's Wildlife Species of Concern	1 (Species recovery planning)		$5,000	$0	$5,000
	7 (Bird research and monitoring coordination)		$6,000		$6,000
	12 (Raptor Monitoring and Management)	Monitor Population Trends for Threatened and Endangered Wildlife (Peregrine Falcon)	$8,000	$9,000	$17,000
	13 (Cliff Swallow monitoring and management)		$0	$2,000	$2,000
	15 (Common Nighthawk monitoring and management)		$5,000	$5,000	$10,000
			$24,000	$16,000	$40,000
Direct Cost Breakdown		Wages	$11,312	$10,000	$21,312
		Benefits	$4,842	$	$4,842
		InKind Match (Volunteer Services)	$0	$2,000	$2,000
		Supplies	$0	$0	$0
		Travel	$3,000	$1,000	$4,000
		TOTAL direct costs	$19,154	$13,000	$32,154
Indirect Cost (30% X direct wage and benefits costs)			$4,846	$3,000	$7,846
W-116-R-1					
	2 (Bird Research, Monitoring, Mgmt) (Objectives 1,3,4,5)		$28,000	$5,000	$33,000

Grantee Initials MAN
Date 12/2/24

	2 (Objective 2)	Bald Eagle Monitoring	$10,000	$8,000	$18,000
			$38,000	$13,000	$51,000
Direct Cost Breakdown		Wages	$18,854	$8,462	$27,316
		Benefits	$8,069	$	$8,069
		InKind Match (Volunteer Services)	$0	$2,000	$2,000
		Supplies	$0	$0	$0
		Travel	$3,000	$0	$3,000
		TOTAL direct costs	$29,923	$10,462	$40,385
Indirect Cost (30% X direct wage and benefits costs)			$8,077	$2,538	$10,615
TOTAL COST (both grants)			$62,000	$29,000	$91,000

1. The New Hampshire Fish and Game Department agrees to reimburse the Grantee up to $62,000.00 of approved project expenses in accordance with the above budget.

2. The Grantee agrees to provide $29,000.00 in cash and in-kind service as the match for federal funds provided through this contract. The Grantee may also report additional non-federal funds necessary and reasonable for project expenses. The Grantee 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 the contract.

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 project and job to show the federal portion and include Federal Aid project and job number(s) to be supplied by NHFG, NHA 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 Grantee'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. Upon request, the Grantee shall provide NHFG copies of supporting documentation for the amount of any invoiced payment requests and matching costs, which may include evidence of Grantee's payments for supplies and services, personnel time reports, travel expenditures, and volunteer time records in support of in-kind match.

Grantee Initials MAN
Date 11/2/14

4. Written approval is required to rebudget or transfer funds between projects when the cumulative amount of transfers will exceed 10% ($6,500) 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 Grantee 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 Office of Conservation Investment, 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 Grantee 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 Grantee 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 Grantee with any revisions or additions to grant titles and project or job codes during the contract period.

EXHIBIT D

1. **Federal Award / Subaward Information**

Through execution of this agreement, the NHA (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 under Wildlife Restoration Program Application for Federal Assistance titled NH W-116-R-1 Assessment, Monitoring, and Management of Wild Birds and Mammals and the corresponding federal assistance grants 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 and regulation; and special award terms and conditions. The Federal regulations applicable to

Grantee Initials MW
Date 12/2/24

Service recipients and their sub-recipients and contractors are currently found on the Internet at https://www.doi.gov/grants/doi-standard-terms-and-conditions and 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
State Grant ID Reference:	T2-3-R-2
Federal Funding Agency:	Department of the Interior, Fish and Wildlife Service
Assistance Listing No./Title:	15.634 State Wildlife Grants
Prime Recipient:	New Hampshire Fish and Game Department (NHFG)
Federal Award Date:	April 1, 2018
Period of Performance:	April 1, 2018-December 31, 2025
Budget Period:	April 1, 2018-December 31, 2025
Total Award to NHFG:	$1,324,941.72
Subrecipient Agreement #:	NHFG-2025-01
Subrecipient Name:	The Audubon Society of New Hampshire (NHA)
Subrecipient SAM UEI:	ESFRKN3NY5E9
Federal Funds to Sub-recipient:	$24,000.00
Budget Period of Subaward:	January 1, 2025 – December 31, 2025
Subaward is for R&D (yes/no):	No
Total Active Subawards to NHA:	$62,000.00

Title of Federal Award/Project:	NH W-116-R-1 ASSESSMENT, MONITORING, AND MANAGEMENT OF WILD BIRDS AND MAMMALS
Federal Grant Number:	To Be Determined / Provided
State Grant ID Reference:	W-116-R-1
Federal Funding Agency:	Department of the Interior, Fish and Wildlife Service
Assistance Listing No./Title:	15.611 Wildlife Restoration and Basic Hunter Education
Prime Recipient:	New Hampshire Fish and Game Department (NHFG)
Federal Award Date:	January 1, 2025
Period of Performance:	January 1, 2025-December 31, 2029
Budget Period:	January 1, 2025-December 31, 2029
Total Award to NHFG:	$447,518
Subrecipient Agreement #:	NHFG-2025-01
Subrecipient Name:	The Audubon Society of New Hampshire (NHA)
Subrecipient SAM UEI:	ESFRKN3NY5E9
Federal Funds to Sub-recipient:	$38,000.00
Budget Period of Subaward:	January 1, 2025 – December 31, 2025
Subaward is for R&D (yes/no):	No
Total Active Subawards to NHA:	$62,000.00

Project Contact:	Administrative Contact:
Michael Marchand	Randy Curtis

Grantee Initials MAN
Date 12/2/24

Wildlife Diversity Biologist
NH Fish and Game
271-5679
michael.marchand@wildlife.nh.gov

Federal Aid Administrator
NH Fish and Game
271-0801
randy.curtis@wildlife.nh.gov

2. **Federal Compliances**

The Grantee agrees to comply with the following provisions, as applicable:

a. Program Authorization / Legislation: State Wildlife Grants (ALN# 15.634); Wildlife Restoration and Basic Hunter Education (ALN#15.611)

b. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subparts A—D, as supplemented by 2 CFR Part 1402—Financial Assistance Interior Regulation and including the provisions in 2 CFR 1402.112 and 1402.315.

c. 2 CFR Part 200, Subpart E—Cost Principles. These cost principles apply to all domestic and foreign nonFederal entities except non-profit organizations identified as exempt in Appendix VIII to 2 CFR Part 200.

d. 2 CFR Part 200, Subpart F—Audit Requirements. These audit requirements apply to U.S. states, local governments, Indian tribes, institutions of higher education, and nonprofit organizations.

e. 2 CFR Part 25, Universal Identifier and Central Contractor Registration. A recipient may not make a subaward to a subrecipient unless that subrecipient has obtained and provided to the recipient a unique entity identifier from the System for Award Management (SAM). Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.

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

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

h. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

b) Procure a commercial sex act during the period of time that the award is in effect; or

c) Use forced labor in the performance of the award or subawards under the award.

Grantee Initials MAM
Date 12/2/24

i. 2 CFR Part 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

j. 2 CFR Part 200.322 Domestic Preference for Procurement. The Grantee shall, to the greatest extent practicable and as applicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as prescribed by 2 CFR 200.322.

k. 2 CFR Part 200.323 Procurement of Recovered Materials.

l. 2 CFR 200.216 Prohibition on Certain Telecommunications and Video Surveillance Equipment. The Grantee shall adhere to the requirements of 2 CFR 200.216 regarding certain telecommunications and video surveillance equipment. The Grantee is prohibited from procuring, obtaining, or extending, renewing, or entering into a contract that involves equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Grantee Initials MAW
Date 12/1/24

m. 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)

n. 2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement). See also 2 CFR Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

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

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

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

r. 43 CFR 18, New Restrictions on Lobbying

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

(a) This award, related subawards, and related contracts over the simplified acquisition threshold (currently $250,000) 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.

t. 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.

u. Executive Order No. 13043, Section 1(c) and (d) (1997), Increasing Seat Belt Use in the United States: Recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

3. **Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions**
A contract award (see 2 CFR 180.220) cannot be made to parties listed on the System for Award Management (SAM) government-wide exclusions list in accordance with 2 CFR 180, which implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR

Grantee Initials MAN
Date 12/2/14

part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions list the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before entering into a covered transaction the grantee must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded 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 participating in transactions supported by Federal funds.

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. Acceptance of this contract represents the Grantee'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).

Grantee Initials MAN
Date 12/2/24

NH AUDUBON
Protecting our environment since 1914

CERTIFICATE OF RESOLUTION

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

VOTED By Board of Trustees:

To authorize Douglas A. Bechtel, President, Hope Jordan, Director of Membership and Development, Lauren Kraemer, Director of Operations, and Marc Nutter, Director of Conservation Programs, to sign, on behalf of the Audubon Society of New Hampshire (dba New Hampshire Audubon), any and all instruments, transfer certificates for shares of stock, checks, contracts and other documents necessary or desirable to carry out the ordinary course of business of NH Audubon. Such authority excludes purchases or sales of land or interests in land and/or other assets in excess of $25,000.

Voted and executed on the 22nd day of October, 2024.

Nisa Marks, Board Chair

12/3/24

Date

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: **0006813325**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of November A.D. 2024.

David M. Scanlan

Secretary of State

Client#: 527266 AUDUBSOC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/03/2024

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			PHPK2671739	04/01/2024	04/01/2025	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			PHPK2671740	04/01/2024	04/01/2025	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			PHUB906122	04/01/2024	04/01/2025	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA000535943	04/01/2024	04/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.