



# New Hampshire Fish and Game Department

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Glenn Normandeau  
Executive Director

May 22, 2013

Her Excellency, Governor Margaret Wood Hassan  
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 \$130,000.00 for implementing Wildlife Action Plan strategies from the date of Governor and Council approval through June 30, 2015. 100% Federal Funds.

Funding is available in account, Nongame Management as follows, contingent upon the availability and continued appropriations for State Fiscal Years 2014 and 2015, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

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

	<u>FY014</u>	<u>FY015</u>
20-07500-21250000-304-500841 Research and Management	\$50,000.00	\$80,000.00

### Explanation

Since the New Hampshire Wildlife Action Plan was approved by the U.S. Fish and Wildlife Service in April 2006 biologists at NHFG and our conservation partners have been working diligently to implement the Plan. ASNH has been a long-standing partner in protecting and restoring New Hampshire's threatened and endangered wildlife. Through this collaboration the unique expertise of ASNH biologists has resulted in the return of peregrine falcons and the comeback of osprey to New Hampshire and also helped greatly with the recovery of bald eagles which were removed from the federal endangered species list.

ASNH was instrumental in the development of the New Hampshire Wildlife Action Plan and has continued to demonstrate their commitment to conservation throughout the past several years while the beginning phases of implementation of the New Hampshire Wildlife Action Plan were underway.

The New Hampshire Wildlife Action Plan identifies 123 wildlife species and 22 habitats that are in greatest need of conservation in New Hampshire and recommends more than 70 strategies for conserving these species and habitats. Many of these are rare, special concern and state or federally listed avian species and the habitats they depend on for breeding and wintering. In order for NHFG to continue to qualify and receive funding through the federal State Wildlife Grant (SWG) program, the Department must implement the conservation strategies identified in the New Hampshire Wildlife Action Plan.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

May 22, 2013

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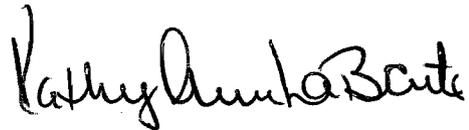
NHFG requests a sole source contract with ASNH to implement strategies identified in the New Hampshire Wildlife Action Plan as detailed in Exhibit A. ASNH staff are among the state's leading experts in Avian research and monitoring. This experience and expertise within one organization makes ASNH uniquely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

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

Respectfully submitted,



Glenn Normandeau  
Executive Director



Kathy Ann LaBonte  
Business Division

Subject: Audubon Society of NH - Nongame Management **FORM NUMBER P-37 ( version 1/09)**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <span style="border: 1px solid black; padding: 2px;">NH Fish and Game Department</span>		1.2 State Agency Address <span style="border: 1px solid black; padding: 2px;">11 Hazen Drive, Concord, NH 03301</span>	
1.3 Contractor Name <span style="border: 1px solid black; padding: 2px;">Audubon Society of New Hampshire</span>		1.4 Contractor Address <span style="border: 1px solid black; padding: 2px;">84 Silk Farm Road, Concord, NH 03301</span>	
1.5 Contractor Phone Number <span style="border: 1px solid black; padding: 2px;">(603) 224-9909</span>	1.6 Account Number <span style="border: 1px solid black; padding: 2px;">20-075-2125-304-500841</span>	1.7 Completion Date <span style="border: 1px solid black; padding: 2px;">6/30/2015</span>	1.8 Price Limitation <span style="border: 1px solid black; padding: 2px;">\$130,000.00</span>
1.9 Contracting Officer for State Agency <span style="border: 1px solid black; padding: 2px;">Glenn Normandeau, Executive Director</span>		1.10 State Agency Telephone Number <span style="border: 1px solid black; padding: 2px;">(603) 271-2461</span>	
1.11 Contractor Signature <span style="border: 1px solid black; padding: 2px;"></span>		1.12 Name and Title of Contractor Signatory <span style="border: 1px solid black; padding: 2px;">Michael Bartlett, President</span>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">NH</span> , County of <span style="border: 1px solid black; padding: 2px;">Merrimack</span> On <span style="border: 1px solid black; padding: 2px;">5/21/2013</span> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>[Seal] </p> </div> <div style="text-align: center;"> <p><b>ISABEL MARY MALAN</b> Notary Public - New Hampshire <del>My Commission Expires August 8, 2017</del></p> </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <span style="border: 1px solid black; padding: 2px;">Isabel Mary Malan, Notary Public</span>			
1.14 State Agency Signature <span style="border: 1px solid black; padding: 2px;"></span>		1.15 Name and Title of State Agency Signatory <span style="border: 1px solid black; padding: 2px;">Glenn Normandeau, Executive Director</span>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <span style="font-size: 1.5em;">6-5-13</span>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials WJ  
Date 5/21/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**Exhibit A**  
**Scope of Services**

**MONITORING AND MANAGEMENT OF NEW HAMPSHIRE'S WILDLIFE SPECIES OF CONCERN (NHFG Federal Aid Grant T23R)**

**PROJECT 9: Avian Research and Monitoring Coordination (T23R1P9J)**

**A. NEED**

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

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

**B. OBJECTIVE**

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

Objective 2: Lead the incorporation of avian conservation needs in the revised NH Wildlife Action Plan.

Objective 3: Provide a representative for New Hampshire on regional and national bird conservation committees. This representative will serve to inform regional initiatives of priorities and activity at the state level and vice versa.

**C. APPROACH**

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

Objective 1:

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

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

Task c: The bird coordinator will work with the NH Natural Heritage Bureau to regularly evaluate and transfer data on tracked bird species from web-based reporting databases (e.g., NH Wildlife Sightings, eBird). Data will be limited to breeding records and records clearly suggesting breeding based on habitat and/or seasonal occurrence. Sightings submitted to NH Wildlife Sightings will be reviewed periodically during the year. At the end of the breeding season, the Bird Coordinator will query the eBird database for records of tracked species, and these converted to a form usable by the NHHNB.

Task d: ASNH will work with NHFG to develop a template for recovery plans for threatened and endangered species, and use this template to develop species recovery targets for threatened and endangered bird species. In addition, ASNH will review and update priority actions for threatened and endangered bird species.

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

Task f: 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.

Objective 2:

Task a: Lead the revision of the NH WAP as it relates to birds. This will involve examination of data compiled in Objective 1, consultation with species experts in the state and region, evaluation of risks and conservation strategies for priority species, and writing species profiles for the WAP.

Objective 3:

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

**D. EXPECTED RESULTS AND BENEFITS**

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

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

**E. TIMELINE AND REPORTING**

Objective 1:

Task a: Because WAP implementation is ongoing, there is no reporting need associated with the Bird Coordinator's role on the WAP Implementation Team.

Task b: Provide a biennial update to NHFG and its partners on the status of the State's bird populations by **March 31, 2015**. This update should include at minimum a summary of population trends of Species of Greatest Conservation Need based on the most recent data available, and include recommendations for new or revised research or monitoring projects based on existing bird data and WAP priorities. It will also include an updated version of the NH register of avian research and monitoring activity.

Task c: A list of species subject to eBird download will be agreed upon by ASNH, NHFG, and NHNHB by **October 1, 2013**. eBird downloads will be completed, reviewed, edited, and submitted to NHNHB by **December 31, 2013 and December 31, 2014**.

Task d: Priority actions for threatened and endangered birds will be evaluated by **November 15, 2013**. Recovery plan template will be drafted with NHFG by **October 31, 2014, and recovery**

targets will be developed for at least 3 bird species listed as endangered or threatened by **March 15, 2015**.

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

Task f: All new permits and reports will be reviewed in a timely manner and within any deadlines set by the associated contracts. A summary of technical assistance provided to NHFG will be summarized by **June 30, 2014** and **June 30, 2015**. Summary reports will include number of permits reviewed, and number of environmental reviews conducted for each species, and any other technical assistance provided.

Objective 3:

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

**PROJECT 12: RAPTOR MONITORING AND MANAGEMENT  
BALD EAGLE MONITORING (T23R1P12)**

**A. NEED**

Bald Eagles are currently listed as threatened in New Hampshire, having been reclassified from endangered in September 2008. Monitoring of this species in important breeding and wintering habitats remains necessary to ensure that species recovery continues in New Hampshire. Information from monitoring efforts will be used to determine progress towards full recovery and future delisting at the state level.

**B. OBJECTIVE**

Monitor population trends for threatened and endangered species (NH WAP Objective 903).

Objective 1. Coordinate the state's portion of the national Mid-winter Bald Eagle Survey conducted annually throughout the United States.

Objective 2. Monitor Bald Eagle nest sites annually to obtain measures of population status and productivity.

**C. APPROACH**

Objective 1.

Task a: The contractor will coordinate volunteers to implement the national Mid-winter Bald Eagle survey protocol during January 2014 and January 2015 to provide indices of wintering eagle abundance and distribution in New Hampshire.

Task b: The contractor will recruit, train, and coordinate volunteers as needed to accomplish objectives of the winter Bald Eagle monitoring protocol.

Objective 2.

Task a: The contractor will use the standardized conservation monitoring protocol developed in FY05 for Bald Eagles in New Hampshire to determine territory occupancy, nest success, and productivity throughout the state. The contractor will involve volunteers, to the extent possible, to monitor known nests and investigate reports of previously unknown nest sites. Newly identified nest sites will be monitored according to the standardized protocol. Work will occur during portions of the breeding seasons covered by this contract (end of 2013 season, all of 2014 season, and beginning of 2015 season [through June 30]).

Task b: The contractor will recruit, train, and coordinate volunteers as needed to accomplish objectives of monitoring Bald Eagle territory occupancy, nest success, and productivity.

**E. TIMELINE AND REPORTING**

Objective 1.

Task a: Draft final season reports will be due to NHFG no later than **April 1, 2014 and April 1, 2015**. NHFG project manager will provide written comments to ASNH by **April 15, 2014 and April 15, 2015**. Final reports with NHFG recommendations incorporated will be due to NHFG no later than **April 30, 2014 and April 30, 2015**. The final season reports will include

- a summary of wintering Bald Eagle numbers and locations collected through mid-surveys, including those eagles observed in known Element Occurrence (EO) polygon boundaries.
- maps and descriptions of potentially important Bald Eagle wintering habitat based on habitat features, consistent use over a number of years, or concentrations of use during a survey period, especially those areas not currently identified as EO.

Information from the final report will be used to update the NH Natural Heritage rare species database and possibly to target areas for future roosting, perching, and/or foraging surveys.

Task b: The contractor will provide information on volunteer training and participation in the final report, including training dates, locations, information presented, and number of participants.

Objective 2

Task a: Draft final season reports will be submitted to NHFG no later than **October 1, 2013 and October 1, 2014**. NHFG project manager will provide written comments to ASNH by **October 15, 2013 and October 15, 2014**. Final reports with NHFG recommendations incorporated will be due to NHFG no later than **October 31, 2013 and October 31, 2014**. The final season reports will include:

- a summary of Bald Eagle breeding locations, activity, and productivity
- an analysis of trend information, with appropriate graphs and statistics
- landowner information for any newly discovered nest sites
- potential threats to Bald Eagle nest sites
- recommended actions to protect Bald Eagle nest sites.

In addition, an interim report on the 2015 Bald Eagle breeding season will be submitted to NHFG by **June 30, 2015**. This report will include an overview of the number of occupied territories in the state by this point in the season, but in the absence of continued funding cannot extend to a summary of the entire season (e.g., productivity, etc.).

Task b: The contractor will provide information on volunteer training and participation in the final report, including training dates, locations, information presented, and number of participants.

## **BALD EAGLE MANAGEMENT**

### **A. NEED**

Bald eagle populations have expanded in New Hampshire over the last several decades. As this species approaches population recovery, the numbers of instances of conflict with human activities will likely increase. Ignoring such conflicts could limit progress towards species recovery, jeopardize recovery recently achieved by species of concern, and contribute to more landowner-wildlife conflicts.

### **B. OBJECTIVE**

Implement population management actions and provide technical expertise and/or training to individuals and organizations, as appropriate, during portions of the breeding seasons covered by this contract (end of 2013 season, all of 2014 season, and beginning of 2015 season [through June 30]) to further the goal of conserving and protecting New Hampshire's bald eagle population.

### **C. APPROACH**

Task a: Where warranted, the contractor will implement appropriate management strategies to protect bald eagle winter perch and roost sites (e.g., post signs, technical assistance to landowners and land managers, and other appropriate techniques).

Task b: Where warranted, the contractor will implement appropriate management strategies to protect bald eagle nest sites (e.g., post signs, deploy buoys, install predator guards, and other appropriate techniques).

Task c: The contractor will provide technical assistance to NHFG biologists reviewing projects that may impact wintering and/or breeding bald eagles, as requested. This may include but not be limited to responding to data requests, field visits, and writing documents detailing potential impacts of planned actions on bald eagles, and assisting in the development of mitigation approaches to reduce potential impacts.

Task d: The contractor will offer technical assistance to public officials, natural resource managers, and land owners pertaining to bald eagle conservation and management issues, as requested by NHFG.

#### **D. EXPECTED RESULTS AND BENEFITS**

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

#### **E. TIMELINE AND REPORTING**

Task a: Work will be summarized in the draft final winter eagle reports (Project 12) due **April 1, 2014 and April 1, 2015**.

Task b: Work will be summarized in the draft final breeding eagle reports (Project 12), due **October 1, 2013 and October 1, 2014** and the interim breeding eagle report due **June 30, 2015**. Submit, as part of the final season report, landowner information for any newly discovered nest locations. Potential threats to nest sites will be reported. Recommended actions to protect nest sites will be identified and reported. In addition to the written report, the data (e.g. nest locations, known activity) will be provided to NHFG in an electronic format compatible with inclusion to the NH Natural Heritage Database.

Task c-d: Work will be summarized in the draft final reports due **October 1, 2013 and October 1, 2014** and the interim report due **June 30, 2015** (see above).

#### **PEREGRINE FALCON MANAGEMENT**

##### **A. NEED**

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

##### **B. OBJECTIVE**

Implement population management actions and provide technical expertise and/or training to individuals and organizations, as appropriate, during portions of the breeding seasons covered by this contract (end of 2013 season, all of 2014 season, and beginning of 2015 season [through June 30] to further the goal of conserving and protecting New Hampshire's peregrine falcon population.

##### **C. APPROACH**

Task a: Where warranted, the contractor will implement appropriate management strategies to protect peregrine falcon nest sites (e.g., post signs to limit recreational activity, technical assistance to landowners and land managers, and other appropriate techniques).

Task b: The contractor will provide technical assistance to NHFG biologists reviewing projects that may impact peregrine falcons, as requested. This may include but not be limited to responding to data requests, field visits, and writing documents detailing potential impacts of planned actions on peregrine falcons, and assisting in the development of mitigation approaches to reduce potential impacts.

Task c: The contractor will offer technical assistance to public officials, natural resource managers, and land owners pertaining to peregrine falcon conservation and management issues, as requested by NHFG.

#### **D. EXPECTED RESULTS AND BENEFITS**

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

#### **E. TIMELINE AND REPORTING**

Task a-c: Work will be summarized in final reports due **October 1, 2013 and October 1, 2014** and the draft interim report due **June 30, 2015**.

### **GRANT Planning for WAP REVISION (T22P1)**

#### **A. NEED**

The New Hampshire Department of Fish and Game (NHFG) submitted the state's first draft of the *New Hampshire Wildlife Action Plan* (WAP), also referred to as the Comprehensive Wildlife Conservation Strategy (CWCS), to the U.S. Fish and Wildlife Service (USFWS) on October 1, 2005. In April 2006, New Hampshire received formal notice from the USFWS that the WAP was approved.

This first edition of the WAP was developed according to the Eight Elements required by Congress. Congress required that all states commit to reviewing and, if necessary, revising their Wildlife Action Plans within ten years (USFWS 2007). This requirement is addressed by Element #6 ("review of the plan at intervals not to exceed ten years"). New Hampshire, like all other states and U.S. territories, is committed to meeting this requirement, and recognizes that keeping the WAP up-to-date is critical for focusing on the most urgent needs and prioritizing the use of limited resources.

Though the first edition of the WAP was a comprehensive effort to address all wildlife conservation issues and actions, a revision of the plan is now warranted to ensure priorities are consistent with changing information and emerging issues that place wildlife and their habitats at risk. In the time since the first edition of the WAP was produced, additional information on the status of various species has been developed, a regional habitat classification has been produced and regional habitat mapping is nearly complete.

## **B. OBJECTIVES**

1. Update the NH Wildlife Action plan to more comprehensively address climate change.
2. Update some sections of the WAP to address emerging threats other than climate change

## **C. APPROACH**

The WAP Implementation Team, consisting of NHFG biologist and partners, will review the WAP to determine the extent and nature of the revision. The WAPIT will serve as the central point of organization to individuals and groups working on specific chapters and profiles in the WAP, and provide guidance on priorities, structure, and process.

Work groups consisting of experts in each species, habitat or issue will be convened to bring together the best science. In some cases, the experts will include biologists from other states. The threat and actions necessary to address them will be discussed, agreed on and explained. The format will follow the format of the current WAP. New Hampshire Fish and Game Department will use its own staff and in some cases will contract other natural resource professionals assisting with this work. In addition, some services may be donated by representatives of other organizations contributing to WAP revisions. When appropriate this time will be documented and utilized as in-kind match.

### **JOB 1 - ADAPTATION TO CLIMATE CHANGE**

### **JOB 2 - UPDATES OTHER THAN CLIMATE CHANGE**

Develop, implement, analyze, and evaluate Grant objectives and policies, including plan development, data sharing, obtaining public input, and maintaining partnerships and communication with Federal, State, and local agencies and non-governmental organizations doing related work. Supervise staff by reviewing work reports, products, and performance. Implement necessary adjustments in scheduling, work prioritization, work methods, and assess training and development needs to achieve Grant objectives. To better develop, and more effectively evaluate and revise the WAP, staff will attend and participate in appropriate professional meetings, workshops and training sessions. Technical information related to this Grant will be exchanged with other natural resource professionals as needed.

## **D. EXPECTED RESULTS AND BENEFITS**

NH Fish and Game and its many partners will work together to address the needs of species and habitat in the most effective manner in the face of climate change in order to safeguard those species and habitats. In accomplishing this goal we will also address both specific actions and components of actions that were identified in *The New Hampshire Climate Action Plan* (NHDES 2009). This effort will also contribute to the development of a Climate Adaptation Plan for the State of New Hampshire (ADP Action 8) and address mechanisms under Strengthen Protection of New Hampshire's Natural Systems

(ADP Action 4).

The WAP will be updated with current information and thus will remain current document until the full revision in 2015. The emerging issues will be addressed so that actions can be taken to safeguard those species and habitats.

**E. TIMELINE AND REPORTING**

To be determined by WAP revision timeline.

**EXHIBIT B**

**Method of Payment**

**Budget**

<b>Grant</b>	<b>Project</b>	<b>Job</b>	<b>Fed. Funds</b>	<b>Est. Match</b>	<b>Total</b>
Monitoring and Management of New Hampshire's Wildlife Species of Concern	9 (Bird Research and Monitoring Coordination)		\$83,000	\$41,500	\$124,500
	12 (Raptor Monitoring and Management)	Monitor Population Trends for Threatened and Endangered Wildlife (Bald Eagle)	\$12,000	\$6,500	\$18,500
		Wildlife Population Management (Bald Eagle)	\$12,000	\$6,500	\$18,500
		Wildlife Population Management (Peregrine Falcon)	\$8,000	\$4,000	\$12,000
T22: WAP Revision	1(Planning for WAP Revisions)	Job 2 Updates to WAP	\$15,000	\$5,000	\$20,000
<b>TOTAL COST</b>			<b>\$130,000</b>	<b>\$62,500</b>	<b>\$192,500</b>

1. The New Hampshire Fish and Game Department agrees to reimburse the contractor up to \$130,000.00 of approved project expenses in accordance with the above budget.
2. The Contractor agrees to provide \$62,500.00 in cash and in-kind service as the match for federal funds provided through this contract. The contractor may also report additional non-federal funds necessary and reasonable for project expenses.
3. The Contractor shall apply for reimbursement of actual costs through submission of an invoice on a quarterly basis within fifteen (15) days after the end of the quarter. Each invoice is to be itemized by project and job to show the federal portion and include Federal Aid project and job number(s) to be supplied by NHFG, ASNH portion, and the total project cost.
4. Reimbursement for the final quarter shall not be made until all required reports have been approved by the division of Federal Aid, U.S. Fish and Wildlife Service, Hadley, Massachusetts, as required by Federal regulations.
5. Continuation of this contract for the full project period is subject to availability of federal funds for this purpose. If funding is not available, the Contractor will be reimbursed on a prorated basis for the project expenses incurred up to the termination date.
6. Federal Tax ID: 02-600-5322
7. The Contractor agrees to maintain financial documents necessary to comply with State and Federal regulations. Federal regulations are provided in Exhibit C.
8. Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangement with the New Hampshire Fish and Game Department.

## EXHIBIT C

### Federal Award Information and Compliances

Through execution of this agreement, the contractor acknowledges that they are a sub-recipient of the State under Federal Assistance grant "*Monitoring and Management of New Hampshire's Wildlife Species of Concern*" from the United States Department of the Interior, U.S. Fish and Wildlife Service titled All requirements, regulations, provisions, terms and conditions applicable to the Federal award are hereby adopted in full force and effect with respect to this contract Agreement and the contractor agrees to comply with the following provisions, as applicable:

- a. Program Authorization / Legislation: State Wildlife Grants (CFDA # 15.634)
- b. 43 CFR Part 12 Administrative and Audit Requirements and Cost Principals for Assistance Programs
- c. Sub-part C of the OMB guidance in 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1400 Non-procurement Debarment and Suspension
- d. 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
- e. 2 CFR Part 230 Cost Principles for Non-profit Organizations (OMB Circular A-122)
- f. 43 CFR Part 17 Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- g. 43 CFR Part 18 New Restrictions on Lobbying.
- h. 2 CFR Part 175 Trafficking Victims Protection Act of 2000
- i. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

### Equal Employment Opportunity

The Grantee will shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as amended by Executive Order 11375, and as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations.

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

The Grantee certifies per Subpart C of 2 CFR Part 180 that neither the contractor nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds.

**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 through 43 CFR Part 18. Each tier certifies 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).

**Records Retention**

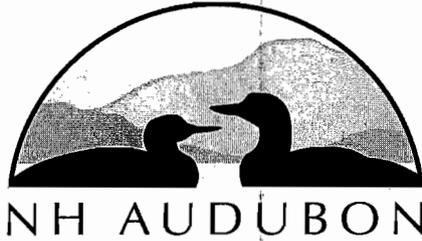
Pursuant to the requirements of 2 CFR Part 215.53 the financial, programmatic and supporting documents pertinent to this agreement must be retained for a period of three years beginning on the date the sub-recipient submits its final expenditure report. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**Access to Records**

The Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents paper, and records of the Grantee which are directly pertinent to the Project for making audits, examination, excerpts, and transcriptions.

**Transparency Act**

The contractor shall provide New Hampshire Fish and Game Department with its applicable DUNS number and any additional sub-recipient information necessary to satisfy Federal Funding Accountability and Transparency Act reporting requirements.



**AUTHORIZATION TO  
EXECUTE DOCUMENTS AND CONTRACTS**

TO WHOM IT MAY CONCERN:

At a meeting of the Board of Trustees of the Audubon Society of New Hampshire on May 21, 2013, Michael J. Bartlett, President, was authorized by a unanimous vote of the Trustees to sign and execute documents and contracts on behalf of the Audubon Society of New Hampshire. This authorization shall remain in full force and effect for the current fiscal year that commenced on April 1, 2013.

Antony Sayess  
Antony Sayess, Chair  
Audubon Society of New Hampshire

5-21-13  
Date

Sworn and subscribed before me,

Kelly Carpenter  
\_\_\_\_\_, Notary Public  
My Commission expires Oct 3, 2017

05/21/2013  
Date

KELLY M. CARPENTER, Notary Public  
My Commission Expires October 3, 2017



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Audubon Society of New Hampshire is a New Hampshire nonprofit corporation formed June 29, 1920. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16<sup>th</sup> day of May A.D. 2013

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

William M. Gardner  
Secretary of State

