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New Hampshire Fish and Game Department

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

TDD Access: Relay NH 1-800-735-2984
Fax: (603) 271-1438
Email: info@wildlife.nh.gov

Scott R. Mason
Executive Director

July 23, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department to enter into a **Sole Source** contract with Ducks Unlimited, Inc., Memphis, TN (DU), (Vendor Code No. 174931) in the amount of \$96,480 for the purpose of 1) enhancing waterfowl populations by protecting and conserving critical waterfowl habitats in Quebec, Canada and 2) purchase 40 GPS/GSM transmitters to participate in a multi-state mallard research project from the date of Governor and Council approval through December 31, 2026. Funding is 100% Other (Game Management Account).

Funding is available in the following account, and is anticipated to be available in the future operating budget:

03 75 75 751520-2158 WILDLIFE PROGRAM-Game Management

20-07500-21580000-304-500841 Research and Management

<u>FY22</u>	<u>FY23</u>	<u>FY24*</u>	<u>FY25*</u>	<u>FY26*</u>
\$21,620.00	\$21,620.00	\$21,620.00	\$21,620.00	\$10,000.00

*Pending Budget Approval

EXPLANATION

NH Fish and Game (NHFG) and Ducks Unlimited, Inc. (DU) have developed a successful partnership, in collaboration with other state and provincial partners, to conserve, create, and

enhance critical waterfowl habitat for years. Further DU is collaborating with several states to coordinate a large scale mallard research project. NHFG requests this **sole source** contract with DU to leverage their expertise in habitat management, a minimum 4:1 funding match provided by DU for habitat work, and the increased analytical ability taking part in a large scale regional research project presents.

New Hampshire is part of the Atlantic Flyway, which is one of four nationally designated waterfowl management regions in the continental United States. Quebec, Canada occupies 46% of the Atlantic Flyway, and its wetland habitats accommodate more than 10 million ducks, geese and swans during fall waterfowl migration, while 29 species of waterfowl are known to breed within its boundary. As such, Quebec's wetland habitats and related waterfowl populations are critically important to New Hampshire, New England and other eastern seaboard states that make up the remainder of the Atlantic Flyway. An estimated 62% of continental American black duck and 70% of eastern green-winged teal populations are produced in Quebec. Banding data indicate that on average, 27% of ducks harvested in New Hampshire come from Quebec.


New Hampshire's \$10,000/year grant to Ducks Unlimited, Inc. is part of a five-year, \$4.8 million dollar campaign to conserve and manage waterfowl habitat in Quebec. At least 8 other Atlantic Flyway states are expected to participate in this campaign; state contributions are matched at least 4:1 through additional funding provided by Ducks Unlimited Inc., Ducks Unlimited Canada, and the North American Wetlands Conservation Act (NAWCA), as well as other funding partners. This Atlantic Flyway initiative is part of a larger continental effort to raise \$2 billion towards habitat conservation efforts in North America, consistent with the North American Waterfowl Management Plan, which serves as a guide for continental waterfowl management priorities.

Mallards are the most important duck species among waterfowl hunters in New Hampshire and the Atlantic Flyway. Two sub-populations of mallards exist in the Atlantic Flyway and one of them is declining rapidly (northeast population), while the other is relatively stable (eastern Canada population). This project will provide insight on the reproductive demographics of both populations to identify differences by fitting 300 females in the northeast population and 300 females in the eastern Canada population with GPS/GSM transmitters. New Hampshire will contribute to this larger research by fitting transmitters to 10 birds per year for 4 years. Comparing habitat selection and productivity between the two subpopulations may lead to a better understanding of the different trajectories for these subpopulations. Additionally, habitat selection and other habitat attributes in relation to reproductive success will provide managers with the ability to actively manage for breeding mallards, as well as, conserve and protect habitats important to eastern mallards in NH and the Atlantic Flyway. This information can also be used to determine the appropriate scale of management within the Atlantic Flyway. Lastly, understanding biases within currently used datasets (e.g. banding data) is imperative to develop useful models used in harvest management

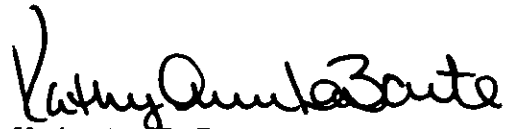
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and the Honorable Council
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decisions; this project will potentially answer several questions that will improve our understanding of mallard movement during the pre-season banding window.

Respectfully submitted,



Scott R. Mason
Executive Director



Kathy Ann LaBonte
Chief, Business Division


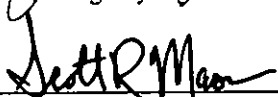
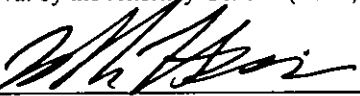
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Fish and Game Department		1.2 State Agency Address 11 Hazen Drive Concord, NH 03301	
1.3 Contractor Name Ducks Unlimited, Inc.		1.4 Contractor Address 7322 Newman Blvd., Bldg. 1, Dexter, MI 48130-1557	
1.5 Contractor Phone Number (734) 623-2000	1.6 Account Number 21580000-304-500841	1.7 Completion Date 12/31/2026	1.8 Price Limitation \$96,480.00
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number (603) 271-2461	
1.11 Contractor Signature  Date: 07.20.2021		1.12 Name and Title of Contractor Signatory James A. Rader, Director of Operations	
1.13 State Agency Signature  Date: 7/29/21		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/16/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

None.

EXHIBIT B
SCOPE OF SERVICES

Ducks Unlimited, Inc. will implement habitat restoration efforts in key wetlands in Quebec's St Lawrence lowlands. The program goal is to restore 325 wetland acres per year (1,625 acres over 5 years); all project parcels will have a 10 to 20 year conservation agreement. In addition, and in the same St. Lawrence lowlands, 1,600 wetland acres per year (8,000 acres over 5 years) will be retained through fee simple purchase, perpetual conservation easement, or long-term conservation agreement. Restoration and retention efforts will, among other actions, include the establishment, repair and/or replacement of water control infrastructure. In addition, Ducks Unlimited will continue ecological mapping and relevant scientific research in support of conservation and sustained management efforts directed at the highest priority 50% of waterfowl habitat in Quebec's Eastern Boreal Forest.

Ducks Unlimited, Inc. will purchase 40 transmitters for NH wildlife biologists to deploy on hen mallards during winter banding operations in 2022-2025. This telemetry project is part of a multi-state effort to help identify potential demographic differences at the sub-population scale within the eastern mallard population. Multiple partners have reviewed transmitter performance/testing and specifications. Based on this information, the partners selected Ornitela as its sole provider and it is imperative to deploy transmitters from a single provider over the course of the study to eliminate different transmitters as a potential source of variance. Ornitela has a proven track record (provided transmitters for large-scale studies of numerous waterfowl species) and is the only provider able to meet our transmitter specifications (weight, battery performance, design, solar array, etc.) for this study. In addition, Ornitela is offering a 25% discount based on the size of our order allowing us to increase our sample size for the study.

EXHIBIT C
METHOD OF PAYMENT

Ducks Unlimited, Inc. will bill the New Hampshire Fish and Game Department annually beginning in state Fiscal Year 2022, and running through FY 2026. Annual payment will be made upon confirmation from the grantee that annual work has been completed or that costs have been actually incurred.

Contractor Initials DR
Date 7/20/2021

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Business Information

Business Details

Business Name: DUCKS UNLIMITED, INC.	Business ID: 740283
Business Type: Foreign Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 03/07/2016	Name in State of Incorporation: DUCKS UNLIMITED, INC.
Date of Formation in Jurisdiction: 03/07/2016	
Principal Office Address: One Waterfowl Way, Memphis, TN, 38120, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Foreign/District Of Columbia	
	Last Nonprofit Report Year: 2020
	Next Report Year: 2025
Duration: Perpetual	
Business Email: pwalls@ducks.org	Phone #: NONE
Notification Email: pwalls@ducks.org	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Waterfowl and wetland conservation.	

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**CERTIFIED COPY OF CORPORATE RESOLUTION
DUCKS UNLIMITED, INC.**

I, David A. Marrone, Assistant Secretary of Ducks Unlimited, Inc., a District of Columbia non-profit corporation ("Corporation"), do hereby certify:

The following Resolution was duly adopted at the Regular Meeting of the Board of Trustees of the Corporation on the 27th day of February, 1999, and that said resolution has not been amended or revoked and is in full force and effect:

RESOLVED, that the Conservation Signature Authority Resolution adopted by the Board on February 27, 1998 is revised to read as follows:

"RESOLVED, Ducks Unlimited, Inc. establishes the following per agreement maximum fund commitment and signature authority levels for the expenditure of budgeted funds pursuant to standardized conservation agreements:

Group Manager - Conservation Programs	-	\$500,000
National Director of Conservation	-	\$500,000
Director of Operations - Regional Offices	-	\$500,000

The fund commitment levels established above may be exceeded by, and signature authority is granted to, the positions listed above for amendments to agreements that only increase or decrease the expenditure of budgeted funds under the agreement and/or extend or reduce the time of performance of such agreement.

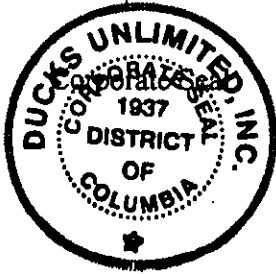
As used in this Resolution, a "standardized conservation agreement(s)" shall mean the: Site Specific Agreements; Public Agency Cost-Share Agreements; Unit Price Agreements; and Private Landowner Agreements; and such other agreements which have been approved and designated as a "standardized conservation agreement" by the Ducks Unlimited, Inc. Legal Department. Any amendment or change to the terms and conditions of a standardized conservation agreement shall cause such agreement to be reviewed by the Ducks Unlimited, Inc. Legal Department prior to fund commitment and signature."

I further certify that Jamie Rader is the duly authorized Director of Operations for the Great Lakes/ Atlantic Region of this Corporation.

I further certify that I am the duly elected and qualified Assistant Secretary of this Corporation, and that the foregoing Resolutions now appear on the appropriate books and records of the Corporation and have not been altered, changed or modified in any respect, and are presently in full force and effect as above stated, and that same do not conflict with the Corporation's Articles of

Incorporation or Bylaws or any other document, instrument or agreement by which the Corporation is bound.

TO CERTIFY WHICH, WITNESS MY HAND on this 28th day of July 2021.



A handwritten signature in black ink, appearing to read "David A. Marrone", written over a horizontal line.

David A. Marrone
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 8 Cadillac Drive, Suite 200 Brentwood TN 37027	CONTACT NAME: JoAnn Warpool	
	PHONE (A/C, No, Ext): 615-377-5153	
	FAX (A/C, No): 615-263-5853	
	E-MAIL ADDRESS: JoAnn_Warpool@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company	23035
	INSURER B: LM Insurance Corporation	33600
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1669528109 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TB7-Z91-464801-030	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp-\$5,000 <input checked="" type="checkbox"/> Coll-\$5,000			AS7-Z91-464801-020	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC2-Z91-464801-040	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER CANCELLATION

Ducks Unlimited One Waterfowl Way Memphis TN 38120	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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