



# New Hampshire Fish and Game Department

OR 39

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

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

Glenn Normandeau  
Executive Director

January 31, 2018

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

Requested Action

SOLE SOURCE

Authorize the New Hampshire Fish and Game Department (NHFGD) to amend an existing contract with the Wildlife Management Institute (WMI) (VC #170712, PO# 6001798) of Cabot VT, approved by Governor and Council 8-5-2015 Item #60, by increasing the original contract amount of \$123,398 by \$25,076 for a new total contract amount of \$148,474 to implement state wildlife action plans through regional collaboration from date of Governor and Council approval through June 30, 2018. Funding is 100% Federal Funds.

Funding is available for this amendment and will be expended as follows:

<b>03-75-75-751520-2125 Wildlife Program – Non-Game Species Management</b>	<u>FY 2018</u>
20-07500-21250000-304-500841    Research & Management	\$25,076.00

Explanation

The Northeast Association of Fish and Wildlife Agencies (NEAFWA) began a cooperative program where Regional Conservation Needs (RCN's) are identified on a periodic basis to implement portions of state's Wildlife Action Plans (WAP) that are most effectively addressed across state borders. Each state is invoiced for up to 4% of their annual State Wildlife Grants allocation to support projects selected through an RFP to address the current suite of RCN's. Contractors are responsible for providing the 50% match funds necessary for use of these federal funds. Invoices are based on actual costs. Any funds not dispersed in a given fiscal year are carried over to subsequent fiscal years for payment. The Wildlife Management Institute has been retained by NEAFWA to administer and invoice states for this program. Legitimate program costs have exceeded the amount of the original contract. This amendment will authorize NHFGD to reimburse WMI for costs incurred to carry out their scope of services.

Respectfully submitted,

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

## AMENDMENT

This Agreement (hereinafter called the "Amendment") dated 31st day of January 2018, by and between the State of New Hampshire acting by and through its New Hampshire Fish and Game Department (hereinafter referred to as the "State"), and Wildlife Management Institute, Cabot Vermont 05647 VC #170712 (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated, June 8, 2015, approved by the Governor and Council on August 5, 2015, Item #60, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

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

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

(A) Amend Exhibit B of the agreement to read as follows: "The additional amount paid to the Contractor under this Contract will not exceed \$25,076.00. The total Contract amount including this Amendment shall not exceed \$148,474.00.

2.) Effective Date of Amendment

This Amendment shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

3.) Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract, and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth therein.

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

THE STATE OF NEW HAMPSHIRE

Fish and Game Department of New Hampshire

BY: [Signature]

DATE: 3/1/2018

[Signature]  
Name of Contractor and Authorized Signor

BY: Scott Williams

DATE: 2/26/2018

TITLE: V.P.

Acknowledgment: State of Vermont, County of Washington

*On February 26, 2018, before the undersigned officer, personally appeared the person identified to be the person whose name appears above in signing on behalf of the contractor and acknowledged that s/he executed this document in the capacity indicated below.*

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

[Signature]  
Signature of Notary Public or  
Justice of the Peace

Betty Ritter  
Name/Title of Notary Public or  
Justice of the Peace

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

BY: [Signature]  
Attorney General's Office

DATE: 3.6.18

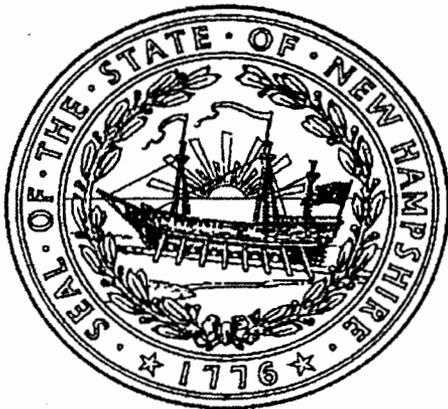
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WILDLIFE MANAGEMENT INSTITUTE INCORPORATED is a New York Profit Corporation registered to transact business in New Hampshire on November 25, 2014. 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: 717964



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26th day of January A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



# Wildlife Management Institute

4426 VT Route 215 N • Cabot, VT 05647

STEVEN A. WILLIAMS  
President

SCOT J. WILLIAMSON  
Vice President

## CERTIFICATE OF VOTE

I, Steve Williams, President of the Wildlife Management Institute (WMI), do hereby certify that:

1. Scot Williamson is the Vice President of WMI.
2. The following are true statements of the authority of the Vice President to represent the corporation as discussed at the annual meeting of the Board of Directors of the Wildlife Management Institute, Incorporated convened at 3:30 p.m. on January 31, 2008 in the Diamond Room of the Las Vegas Convention Center, Las Vegas, NV and subsequently approved by fax ballot.
3. The duties of the Vice President include the general administration of WMI funds, including execution of contracts on behalf of the corporation. WMI hereby enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.
4. The Vice President is authorized on behalf of the WMI Board of Directors to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose of these transactions.
5. The foregoing authority has not been amended or revoked and remains in full force and effect as of this date, 06, February 2018.

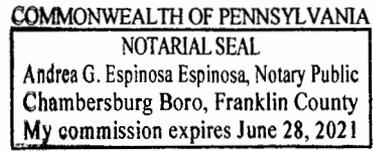
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the WMI this  
06<sup>th</sup> day of February 2018.

Steve Williams, President

State of Pennsylvania, County of Franklin

On this 06 day of February, 2018 before me  
STEVEN A WILLIAMS the undersigned officer, personally appeared Steve Williams, or  
satisfactorily proven to be the person whose name is subscribed to the within instrument and

acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Andrea G. Espinosa Espinosa

## CERTIFICATE

I, Steve Williams, President of the WMI, do hereby certify that:

1. Scot Williamson occupied the position of Vice President of the WMI on May 11, 2015.
2. Scot Williamson is currently the Vice President of the WMI.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the WMI this 16 day  
of FEBRUARY 2018.



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Steve Williams, President



WILDMAN-01

BSWINTON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/23/2018

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).

<b>PRODUCER</b> Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 650 Milwaukee, WI 53202	<b>CONTACT NAME:</b> Brittany Swinton	
	<b>PHONE (A/C, No, Ext):</b> (414) 221-0388 388	<b>FAX (A/C, No):</b> (414) 273-8521
<b>E-MAIL ADDRESS:</b> bswinton@robertsonryan.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> American Casualty Company of Reading Pennsylvania		<b>20427</b>
<b>INSURER B:</b> National Fire Insurance Company of Hartford		<b>20478</b>
<b>INSURER C:</b> The Cincinnati Casualty Company		<b>28665</b>
<b>INSURER D:</b> Valley Forge Insurance Company		<b>20508</b>
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**

Wildlife Management Institute  
 1440 Upper Bermudian Road  
 Gardners, PA 17324

**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 INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		2091425363	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Stop Gap Liab = \$1m						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b>			2091426383	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$					
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (Per accident) \$					
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EUP 0335862	06/26/2017	06/26/2018	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						Aggregate \$ 4,000,000
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			293560436	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			2091425363	10/01/2017	10/01/2018	Limit: 276,880

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 The State of New Hampshire Fish and Game Department is an additional insured, as their interest may appear.

<b>CERTIFICATE HOLDER</b>  The State of New Hampshire Fish and Game Department 11 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b>  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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# New Hampshire Fish and Game Department

Governor & Council Approved

Date: 8-5-15

Item #: 60

B.O.

11 Hazen Drive, Concord, NH 03301-6500  
Headquarters: (603) 271-3421  
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Glenn Normandeau  
Executive Director

FY 16 = AQ 159254

WO 2764249

PO 600 1798

June 8, 2015 2nd 50% FY 16 = AQ 160519

WO 2814445

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 contract with the Wildlife Management Institute, Cabot, Vermont, (VC 170712) for an amount not to exceed \$123,398.00 to provide a scope of services that includes dues and assessments, as well as research and management of multiple waterfowl species from the date of Governor and Council approval through June 30, 2018. Funding 53% Federal, 47% Other (Game Management).

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016, 2017 and 2018 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

### 03-75-75-751520-2158 WILDLIFE PROGRAM – Game Management

	FY16	FY17*	FY18*
20-07500-21580000-026-500251 Organizational Dues	\$750.00	\$750.00	\$750.00
20-07500-21580000-304-500841 Research and Management ✓	\$19,400.00	\$19,400.00	\$19,400.00 ✓

### 03-75-75-751520-2125 WILDLIFE PROGRAM – Non-Game Species Management

	FY16	FY17*	FY18*
20-07500-21250000-304-500841 Research and Management ✓	\$21,166.00	\$21,166.00	\$20,616.00 ✓

\*Pending Budget Approval

## EXPLANATION

The NHFG is a member state of the Atlantic Flyway Council (AFC) which formally consults with the U.S. Fish and Wildlife Service (FWS) to cooperatively manage waterfowl populations across Canada, the U.S. and Mexico. The Council and the FWS develop research and management sampling schemes which are paid for by member states and the FWS. The Council has annually agreed to pay dues and assessments for cooperative waterfowl management projects, including banding studies since 1963. The Wildlife Management Institute has been retained by the AFC to administer and invoice states for this program.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

June 8, 2015

Page 2 of 2

The NHFG is a member state of the Northeast Association of Fish and Wildlife Agencies (NEAFWA). The Northeast Wildlife Damage Cooperative is a program of NEAFWA which investigates nuisance animal issues and produces either technical, popular or both forms of outreach to provide innovative solutions to these increasingly complicated issues. The Wildlife Management Institute has been retained by NEAFWA to administer and invoice states for this program.

The Northeast Association of Fish and Wildlife Agencies has begun a cooperative program where Regional Conservation Needs (RCN's) are identified on a periodic basis to implement portions of state's Wildlife Action Plans that are most effectively addressed across state borders. Each state is invoiced for up to 4% of their annual State Wildlife Grants allocation to support projects selected through an RFP to address the current suite of RCN's. Contractors are responsible for providing the 50% match funds necessary for use of these federal funds. Invoices are based on actual costs. Any funds not dispersed in a given fiscal year are carried over to subsequent fiscal years for payment. The Wildlife Management Institute has been retained by NEAFWA to administer and invoice states for this program.

Respectfully submitted,



Glenn Normandeau  
Executive Director



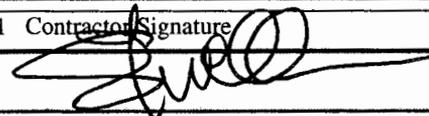
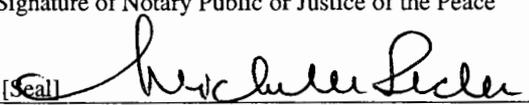
Kathy Ann LaBonte  
Chief, Business Division

Subject: Wildlife Management Institute Amendment 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 <u>NH Fish and Game Department</u>		1.2 State Agency Address <u>11 Hazen Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>Wildlife Management Institute</u>		1.4 Contractor Address <u>4426 Vermont Route 215N, Cabot, VT 05647</u>	
1.5 Contractor Phone Number <u>802-563-2087</u>	1.6 Account Number <u>20-07500-21550000-305-500</u>	1.7 Completion Date <u>June 30, 2018</u>	1.8 Price Limitation <u>\$123,398.00</u>
1.9 Contracting Officer for State Agency <u>Glenn Normandeau, Executive Director</u>		1.10 State Agency Telephone Number <u>603-271-2741</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>SCOT J WILLIAMSON, VP</u>	
1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Washington</u> On <u>May 11, 2015</u> , 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  <u>Asst. Clerk</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Glenn Normandeau, Executive Director</u>	
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: <u>Att. Gen. [Signature]</u> On: <u>7/14/15</u>			
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.

Contractor Initials SW  
Date 5/11/15

**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   
Date 5/11/15

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.

*[Handwritten Signature]*  
*[Handwritten Date: 5/11/15]*

## Exhibit A

### Scope of Services

#### **Task 1: Payment of Atlantic Flyway Council Dues**

WMI will coordinate with the treasurer of the Atlantic Flyway Council to determine the amount of dues on an annual basis. WMI will invoice once annually for that amount. Expected cost based on bills over the past 3 years is \$750 per year.

#### **Task 2: Payment of assessments for the Atlantic Flyway Council**

WMI will coordinate with the treasurer of the Atlantic Flyway Council to determine the amount of dues on an annual basis. WMI will invoice once annually for that amount. Expected costs based on bills over the past 3 years is \$15,566 per year broken down into 4 components: \$8,800 per year for the Eastern Canada Cooperative Banding Project, \$5,600 per year for Canada Geese research and survey projects, \$616 per year to support a position at The North American Bird Conservation Initiative (NABCI) and \$550 for FY16 & FY17 to support BandedBird.org.

#### **Task 3: Payment of annual assessments for the Northeast Wildlife Damage Coop.**

WMI will invoice annually for \$5,000 to cover this annual assessment.

#### **Task 4: Administration of the Regional Conservation Needs Program**

WMI will coordinate all aspects of the Regional Conservation Needs (RCN) program, including identification and approval of RCN topics, distribution of Requests for Proposals (RFP's) and ranking of proposals submitted. WMI will coordinate approval and contracting between Principal Investigators (PI's) of projects selected for implementation and the Northeast Association of Fish and Wildlife Agencies. WMI will also coordinate review and approval of invoices submitted by PI's, consolidating invoices from all approved projects, allocation of total costs between jurisdictions in the Northeast and submitting invoices for NHFG on a quarterly basis. Expected costs based on bills over the past 3 years is \$20,000 per year.

## Exhibit B

### Method of Payment

1. Payment will be made within 30 days after receipt of a proper invoice.
2. The New Hampshire Fish and Game Department will pay WMI based on the invoiced amount of expenses incurred.
3. WMI will document a 50% contractor share of costs on each invoice for Task 4 as required match to federal funds.
4. The Contractor agrees to maintain financial documents necessary to comply with State and Federal regulations.
5. Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangement with the New Hampshire Fish and Game Department.
6. Invoices will be submitted by WMI to: The New Hampshire Fish and Game Department, ATTN: Mark Ellingwood, 11 Hazen Drive, Concord, New Hampshire 03301.

Contractor Initials sv

Date 5/11/15

## Exhibit C Special Provisions

The following special provisions modify, change, delete or add to the General Provisions of the contract. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

**1. General Provisions are amended as follows:**

- The provisions of section 12 "Assignment/Delegation/Subcontractors" are waived,
- The insurance requirements of section 14.1 with regards to subcontractors are waived,
- The insurance requirements of section 14.1.1 are modified to \$1,000,000 per occurrence and \$2,000,000 in aggregate.

**2. Federal Information and Compliances**

Through execution of this agreement, the contractor acknowledges that they are a sub-recipient of the New Hampshire Fish and Game Department under Federal Assistance grant(s) NH W-89-R and NH T-8-R from the Department of the Interior, United States Fish and Wildlife Service, titled "Wildlife Research and Management" and "New Hampshire's Participation in the Northeast Wildlife Teamwork Strategy (NEWTS)." All requirements and regulations, applicable to the Federal award(s) are hereby adopted in full force and effect with respect to this contract. The contractor agrees to comply with the following provisions, as applicable:

- a. Program Authorization / Legislation: Wildlife Restoration (CFDA # 15.611) and 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

Contractor Initials SW

Date 5/11/15

**3. 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.

**4. 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. No sub-contracts shall be made to parties listed on the System for Award Management website (www.sam.gov) as excluded from participating in Federal procurement or non-procurement transactions in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension.”

**5. 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).

**6. 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.

**7. 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.

**8. Transparency Act**

The contractor shall obtain and 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.

Contractor Initials JKO  
Date 5/11/15



# Wildlife Management Institute

4426 VT Route 215 N • Cabot, VT 05647

STEVEN A. WILLIAMS  
President

SCOT J. WILLIAMSON  
Vice President

## CERTIFICATE OF VOTE

I, Steve Williams, President of the Wildlife Management Institute (WMI), do hereby certify that:

1. Scot Williamson is the Vice President of WMI.
2. The following are true statements of the authority of the Vice President to represent the corporation as discussed at the annual meeting of the Board of Directors of the Wildlife Management Institute, Incorporated convened at 3:30 p.m. on January 31, 2008 in the Diamond Room of the Las Vegas Convention Center, Las Vegas, NV and subsequently approved by fax ballot.
3. The duties of the Vice President include the general administration of WMI funds, including execution of contracts on behalf of the corporation. WMI hereby enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.
4. The Vice President is authorized on behalf of the WMI Board of Directors to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose of these transactions.
5. The foregoing authority has not been amended or revoked and remains in full force and effect as of this date, May, 14 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the WMI this

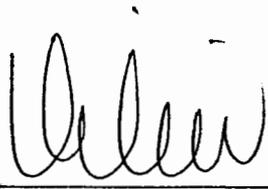
14<sup>th</sup> day of May 2015.

Steve Williams, President

State of Pennsylvania County of Cumberland

On this 14 day of May, 2015 before me  
Darcie A. Neit the undersigned officer, personally appeared Steve Williams, or satisfactorily proven to be the person whose name is subscribed to the within instrument and

acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
DARCE A. NEIL, Notary Public  
Boro of Carlisle, Cumberland County  
My Commission Expires November 24, 2017

## CERTIFICATE

I, Steve Williams, President of the WMI, do hereby certify that:

1. Scot Williamson occupied the position of Vice President of the WMI on May 11, 2015.
2. Scot Williamson is currently the Vice President of the WMI.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the WMI this 14 day  
of May, 2015.



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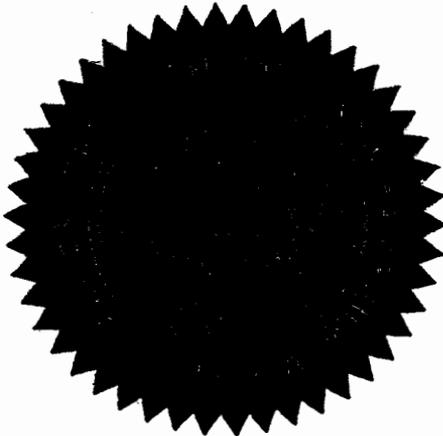
Steve Williams, President

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 Wildlife Management Institute Incorporated a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on November 15, 2014. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1<sup>st</sup> day of June, A.D. 2015



A handwritten signature in black ink, appearing to read "William Gardner", written in a cursive style.

William M. Gardner  
Secretary of State



WILDMAN-01

GPETERS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2015

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 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).

<b>PRODUCER:</b> Robertson Ryan - Milwaukee Two Plaza East, Suite 650 330 East Kilbourn Avenue Milwaukee, WI 53202	<b>CONTACT NAME:</b> Julie Kaczmarek <b>PHONE (A/C No. Ext.):</b> (414) 271-3575 <b>FAX (A/C No.):</b> (414) 271-0196 <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td style="width: 80%;">INSURER A: American Casualty Company of Reading Pennsylvania</td> <td colspan="2" style="text-align: center;">20427</td> </tr> <tr> <td>INSURER B: National Fire Insurance Company of Hartford</td> <td colspan="2" style="text-align: center;">20478</td> </tr> <tr> <td>INSURER C: Valley Forge Insurance Company</td> <td colspan="2" style="text-align: center;">20508</td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: American Casualty Company of Reading Pennsylvania	20427		INSURER B: National Fire Insurance Company of Hartford	20478		INSURER C: Valley Forge Insurance Company	20508		INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						
<b>INSURED:</b> Wildlife Management Institute Steve Williams 1440 Upper Bermudian Road Gardners, PA 17324																						

**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	ADDRESS (R/S) (W/O)	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"/> Stop Gap Liab = \$1m  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		2091425363	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2091426383	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		293560436	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Property		2091425363	10/01/2014	10/01/2015	Limit: 276,880

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Reports Schedule may be attached if more space is required)  
 The State of New Hampshire Fish and Game Department is an additional insured, as their interest may appear.

**CERTIFICATE HOLDER****CANCELLATION**

The State of New Hampshire  
 Fish and Game Department  
 11 Hazen Drive  
 Concord, NH 03301

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

*James E. Boyce Jr.*