



New Hampshire Fish and Game Department

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

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 FAX (603) 271-1438
 E-mail: info@wildlife.nh.gov

Glenn Normandeau
 Executive Director

December 1, 2014

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 amend an existing contract with the Wildlife Management Institute (VC 170712, PO 6000766) for the restoration and management of Cottontail, approved by Governor and Council, on 02/22/2012, item #49, by extending the contract completion date from December 31, 2014 to September 30, 2015. No Cost Extension. 100% Federal Funds

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

03-75-75-751520-5318 WILDLIFE PROGRAM – Cooperative Cottontail Management Grant	
	<u>FY15</u>
20-07500-53180000-072-500575 Grants-Federal	\$254,025.00

EXPLANATION

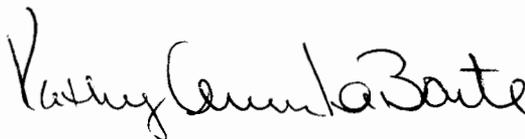
Under RSA 207:58, NHFG is authorized to regulate, protect, restore, and conserve the wildlife resources of the state under a uniform scheme of management. NHFG completed a Wildlife Action Plan that acts as a blueprint for the long-term conservation of the State's wildlife of conservation and management concern. The completion of the plan was primarily funded from State Wildlife Grants administered by the U.S. Fish & Wildlife Service. State Wildlife Grants are also available for implementation of plan components. New England cottontail is a species of conservation concern addressed in the Wildlife Action Plan that would significantly benefit from a program focused on improving habitat conditions. Other examples of species of conservation concern that would also likely benefit include American woodcock, golden-winged warbler, and ruffed grouse.

In June 2011, federal competitive State Wildlife Grant (SWG) funds in the amount of \$1,000,000 were awarded to implement the proposal "Continuation and Expansion of the New England Cottontail Conservation Project." The goal of the project is to restore New England cottontail habitat and thereby avert federal action to list the species as Endangered. Awarded funds were split among New Hampshire (\$449,775), Massachusetts (\$277,475), and Connecticut (\$272,750) via independent federal aid agreements with the United States Fish and Wildlife Service (USFWS). To implement multi-state habitat restoration and administer multi-state grant funds pursuant to the "Range-wide New England Cottontail Initiative", the states identified Wildlife Management Institute (WMI) as uniquely qualified and capable of providing substantial non-federal funds. For the purpose of implementing New Hampshire grant objectives, the Department has entered into a contract with WMI. WMI's principle responsibilities will be to coordinate regional planning and to administer sub-contracts for habitat management and population augmentation. This contract extension will allow WMI to complete the original Scope of Services.

Respectfully submitted,



Glenn Normandeau
 Executive Director



Kathy Ann LaBonte
 Chief, Business Division

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated 21 day of November 2014, 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 the Wildlife Management Institute, 4426 VT Route. 215N, Cabot, VT, 05647, VC#170712) (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated, January 12, 2012, approved by the Governor and Council on February 22, 2012, Item # 49, 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) The completion date shall be extended from December 31, 2014 to September 30, 2015.

(B) Amend Exhibit B of the agreement to read as follows: "The additional amount paid to the Contractor under this Contract will not exceed (fill in an amount) \$ 0. The total Contract amount including this Amendment shall not exceed (fill in an amount) \$ 423,375.00."

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

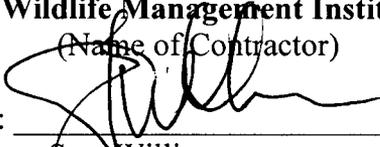
Fish and Game Department of New Hampshire

BY: 
Glenn Normandeau, Executive Director

DATE: 12/4/14

Name of Contractor and Authorized Signor

Wildlife Management Institute
(Name of Contractor)

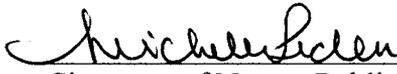
BY: 
Scot Williamson
TITLE: Vice President

DATE: 12/1/14

Acknowledgment: State of Vermont, County of Washington

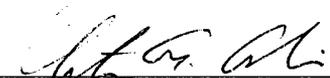
On December 1, 2014, before the undersigned officer, personally appeared the person identified to be the person whose name appears above in signing on behalf of the contractor and acknowledged that s/he executed this document in the capacity indicated below.

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


Signature of Notary Public or
Justice of the Peace

Michelle Leduc Asst. Clerk
Name/Title of Notary Public or
Justice of the Peace

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

BY: 
Attorney General's Office

DATE: 12/11/14

Exhibit A

Scope of Services

Administration of Contracts Pursuant to the “Range-wide New England Cottontail Initiative”

Objective 1: Integrate conservation design and delivery between state and regional scales

- WMI will assist with integration of state restoration plans with a regional conservation strategy listed under objective 1.4 in the grant proposal.

	<u>FY 12</u>	<u>FY 13</u>	<u>FY 14</u>
Objective 1 cost:	\$3000	\$ 0	\$ 0

Objective 2: Subcontract vendors to restore habitat

WMI will subcontract habitat management vendors to restore 150-200 acres of habitat in NH under the direction of NHFG as set forth in the “Range-wide New England Cottontail Initiative” grant proposal. In general, two structural types will be created or maintained by management prescriptions: 1) stable shrublands and 2) regenerating hardwood stands.

- WMI will subcontract and supervise habitat management vendors to plan and implement approved habitat management prescriptions.
- WMI will subcontract a licensed forester to assist with development of commercial timber harvests as needed.
- WMI will coordinate with NHFG to ensure compliance with all applicable state and federal regulations prior to implementation.

	<u>FY 12</u>	<u>FY 13</u>	<u>FY 14</u>
Objective 2 cost:	\$30,000	\$53,000	\$ 0

Objective 3: Population Augmentation

WMI will administer services contracted to vendors for supplemental feeding, trapping and radio tracking.

- WMI will subcontract a vendor to perform supplemental feeding on up to 10 sites for annually
- WMI will subcontract Roger Williams Park Zoo to finalize a captive breeding protocol and establish a captive population capable of yielding a minimum of 20 offspring per year by the end of the grant period
- WMI will subcontract and supervise construction of a hardening pen at Great Bay Wildlife refuge.
- WMI will purchase radio-telemetry equipment and subcontract a vendor to perform tracking for up to 6 months at each location following release of rabbits.

	<u>FY 12</u>	<u>FY 13</u>	<u>FY 14</u>
Objective 3 cost:	\$100,000	\$80,000	\$65,000

Contractor Initials SAW
Date 11/22/11

Objective 4: Administer contracts

WMI will administer services contracted to vendors under the direction of NHFG as set forth in the “Rangewide New England Cottontail Initiative” grant proposal.

- WMI will provide administrative support as directed by NHFG, including development of cooperative agreements as necessary with participating landowners, invoicing, accounting services, auditing of project funds, banking services, and report generation.
- WMI will provide federal aid administrative support to NHFG and will work with NHFG federal aid administrators to ensure that all financial arrangements comply with all federal assistance requirements.
- WMI will submit financial reports in coordination with federal aid and NHFG.
- WMI submit quarterly cost-reimbursement invoices to NHFG throughout the contract period. Annual reports will be submitted by February 1, and include relevant performance measures identified in the grant.
- WMI will track matching funds generated by deferring WMI overhead and deferred subcontractor costs. WMI must clearly identify sources and amounts of non-Federal match in each invoice.
- WMI must coordinate with NHFG before making any changes to project goals and objectives as described in the approved grant proposal.

	<u>FY 12</u>	<u>FY 13</u>	<u>FY 14</u>
Objective 4 cost:	\$36,350	\$36,350	\$19,675

<u>State Cost by Fiscal Year:</u>	<u>FY 12</u>	<u>FY 13</u>	<u>FY 14</u>
Objective 1 cost:	\$3,000	\$ 0	\$ 0
Objective 2 cost:	\$30,000	\$53,000	\$ 0
Objective 3 cost:	\$100,000	\$80,000	\$65,000
Objective 4 cost:	<u>\$36,350</u>	<u>\$36,350</u>	<u>\$19,675</u>
Contract Total cost:	\$169,350	\$169,350	\$84,675

<u>Project Cost by Funding Source:</u>	<u>Federal Funds</u>	<u>WMI/Sub-contractor Funds</u>
Objective 1 cost:	\$ 3,000	\$ 420
Objective 2 cost:	\$ 83,000	\$ 11,620
Objective 3 cost:	\$245,000	\$ 184,300
Objective 4 cost:	<u>\$ 92,375</u>	<u>\$ 3,010</u>
Contract Total cost:	\$423,375	\$199,350

Contractor Initials SAW
 Date 11/22/11

Exhibit B

Method of Payment

1. The New Hampshire Fish and Game Department agrees to reimburse the contractor up to \$423,375.00 of approved project expenses in accordance with the above budget.
2. The contractor shall provide at least \$199,350 or 32% of final project costs, whichever is less, from non-federal sources. Non-federal match may be in the form of cash, contractor incurred costs, or documented in-kind services necessary for accomplishment of approved project objectives.
3. Payment will be made within 30 days after receipt of a proper invoice.
4. The New Hampshire Fish and Game Department will pay WMI based on invoices that clearly identify the amount of expenses incurred and the sources and amounts of non-federal matching costs for the period.
5. The contractor shall document by June 30 each year that at least 32% of total project costs to date are non-federal matching costs in the form of forgone indirect costs or other documented allowable project costs incurred by the contractor or sub-contractors.
6. The Contractor agrees to maintain financial documents necessary to comply with State and Federal regulations.
7. The contractor shall provide New Hampshire Fish and Game Department with copies of each federally approved indirect cost agreement applicable to the project.
8. Any publications or publicity regarding these projects must recognize funding sources, appropriate grant number and cooperative arrangement with the New Hampshire Fish and Game Department.
9. Invoices will be submitted by WMI to: The New Hampshire Fish and Game Department, ATTN: Steven Weber, 11 Hazen Drive, Concord, New Hampshire 03301.

Exhibit C

Special Conditions

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/Subcontracts are waived,
- The insurance requirements of section 14.1 with regards to subcontractors are waived,

Contractor Initials SW
Date 11/22/11

- 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 contract, the contractor acknowledges that they are a sub-recipient of the State under a Federal Assistance grant from the Department of the Interior, titled "*Range-wide New England Cottontail Initiative*." 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. 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 Principles 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 25 Financial Assistance Use of DUNS Number and CCR
- i. 2 CFR Part 170 Requirements for Federal Funding Accountability and Transparency Act Implementation
- j. 2 CFR Part 175 Trafficking Victims Protection Act of 2000
- k. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

3. 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 contractor which are directly pertinent to the Project for making audits, examination, excerpts, and transcriptions.

Contractor Initials SAW
Date 11/22/11

4. 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.

5. 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.

6. 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 General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, “Debarment and Suspension.”

7. Certification Regarding Lobbying.

The contractor and any sub-contractors awarded funds from contract 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.

8. 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 per 2 CFR Part 170.

9. Equipment

All property purchased with these funds will remain the property of the New Hampshire Fish and Game Department.

Contractor Initials SAW
Date 11/22/11

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 November 14, 2011.
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 18
day of November, 2011.



Steve Williams, President



Wildlife Management Institute

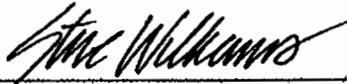
69 Clinton Avenue, Saint Johnsbury, VT 05819

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, November 14, 2011.

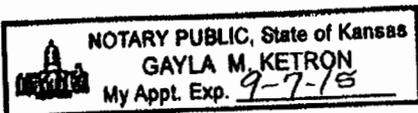
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the WMI this 14th day of November, 2011



Steve Williams, President

State of Kansas
Jefferson Co., County of Jefferson

On this 18th day of November, 2011 before me
Gayla Ketrón 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.





Gayla Ketrón



New Hampshire Fish and Game Department

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

WO# 1459398
Governor & Council Approved
Date: 2/22/12
Item #: 49

RA # 126735

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

Glenn Normandeau
Executive Director

January 12, 2012

His Excellency, Governor John H. Lynch
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 Wildlife Management Institute (VC 170712) for an amount not to exceed \$423,375 to provide a scope of services that includes research and management on Cottontail from the date of Governor and Council approval through December 30, 2014.

Funding is available for these services and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Years 2012, 2013, and 2014 with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

03-75-75-751520-5318 WILDLIFE PROGRAM – Cooperative Cottontail Management Grant

	<u>FY12</u>	<u>FY13</u>	<u>FY14*</u>
20-07500-53180000-072-500575 Grants-Federal	\$169,350.00	\$169,350.00	\$84,675.00

*Pending Budget Approval

EXPLANATION

Under RSA 207:58, NHFG is authorized to regulate, protect, restore, and conserve the wildlife resources of the state under a uniform scheme of management. NHFG completed a Wildlife Action Plan that acts as a blueprint for the long-term conservation of the State's wildlife of conservation and management concern. The completion of the plan was primarily funded from State Wildlife Grants administered by the U.S. Fish & Wildlife Service. State Wildlife Grants are also available for implementation of plan components. New England cottontail is a species of conservation concern addressed in the Wildlife Action Plan that would significantly benefit from a program focused on improving habitat conditions. Other examples of species of conservation concern that would also likely benefit include American woodcock, golden-winged warbler, and ruffed grouse.

His Excellency Governor John H. Lynch
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January 12, 2012

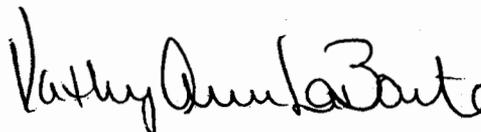
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Glenn Normandeau
Executive Director



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Chief, Business Division