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New Hampshire Fish and Game Department

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

November 29, 2017

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 (NHFG) to enter into a **RETROACTIVE SOLE SOURCE**, no-cost contract Amendment with Wildlife Management Institute (vendor code 170712) to continue research and management of cottontail, as approved by Governor and Council on November 18, 2015 Item #41 by extending the end date from June 30, 2017 to December 31, 2019. Funding is 94% Federal and 6% Conservation License Plate Funds

EXPLANATION

This will allow Wildlife Management Institute to administer sub-contracts with the Roger Williams Park Zoo for the captive breeding of endangered New England cottontails, and with various vendors to implement habitat management on properties in New Hampshire.

Since 2008, WMI has been the primary partner to the states implementing the "Range-wide New England Cottontail Initiative". The states identified WMI as the partner organization because they have a proven track record of carrying out successful conservation and are capable of providing substantial non-federal matching funds required to qualify for grants. This contract covers the implementation of two federal competitive State Wildlife Grants supporting New England cottontail recovery which resulted in \$425,300 for New Hampshire via federal aid agreements with the United States Fish and Wildlife Service (USFWS).

Funds provided through this grant are used to manage habitat on state, municipal and private lands not eligible for funding through other traditional sources. Loss of habitat has been the primary threat to the species across the range. Captive breeding and release of rabbits will be used to augment the wild populations to accelerate the recovery of the species.

The U.S. Fish and Wildlife Service will provide 59.4% federal funds for all eligible activities, WMI and RWPZ will provide the 40.6% matching funds. These federal funds are currently budgeted in the Cooperative Cottontail Management Grant operating budget. Upon Governor and Council approval, the Wildlife Management Institute will be reimbursed according to completion of tasks that are detailed in exhibits A and B of the contract.

This request is retroactive due to the oversight of having the amendment submitted prior to the end date of the original agreement.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

AMENDMENT

This Agreement (hereinafter called the “Amendment”) dated 2nd day of November 2017, 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, 4426 VT Route 215N, Cabot, VT 05647, VC#170712 (hereinafter called the “Contractor”).

WHEREAS, pursuant to an agreement (hereinafter called the “Contract”) dated, October 2, 2015, approved by the Governor and Council on November 18, 2015, Item #41, 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 18 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 June 30, 2017 to December 31, 2019.

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:  DATE: 12/8/2017
Glenn Normandeau, Executive Director

Name of Contractor and Authorized Signor

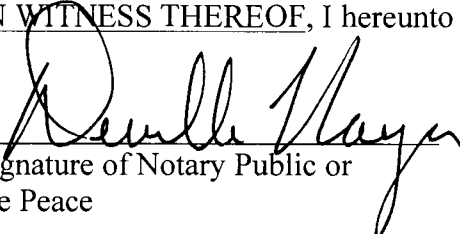
Wildlife Management Institute Incorporated
(Name of Contractor)

BY: Scot Williamson  DATE: 11/3/2017
TITLE: Vice President

Acknowledgment: State of Vermont, County of Caledonia

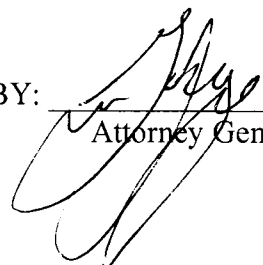
On 11/6/17, before the undersigned officer, personally appeared the person identified to be the person whose name appears above in signing on behalf of the contractor and acknowledged that s/he executed this document in the capacity indicated below.

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


Signature of Notary Public or
the Peace

Denelle Noyes - Personal Banker
Name/Title of Notary Public or Justice of
Justice of the Peace

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

BY:  DATE: 2/6/18
Attorney General's Office

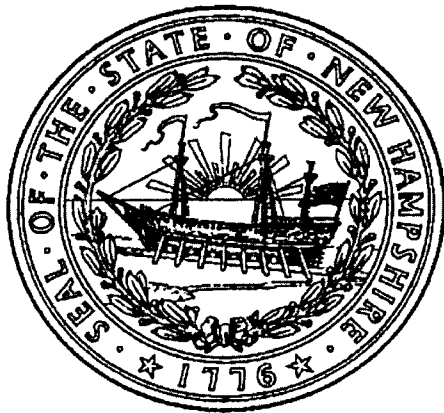
State of New Hampshire

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 "William M. Gardner".

William M. Gardner
Secretary of State



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).

PRODUCER Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 650 Milwaukee, WI 53202	CONTACT NAME: Brittany Swinton	
	PHONE (A/C, No, Ext): (414) 221-0388 388	FAX (A/C, No): (414) 273-8521
E-MAIL ADDRESS: bswinton@robertsonryan.com		
INSURED Wildlife Management Institute 1440 Upper Bermudian Road Gardners, PA 17324	INSURER(S) AFFORDING COVERAGE	
	INSURER A : American Casualty Company of Reading Pennsylvania	NAIC # 20427
	INSURER B : National Fire Insurance Company of Hartford	20478
	INSURER C : The Cincinnati Casualty Company	28665
	INSURER D : Valley Forge Insurance Company	20508
	INSURER E : INSURER F :	

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 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"/> Stop Gap Liab = \$1m GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2091425363	10/01/2017	10/01/2018	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 - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2091426383	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EUP 0335862	06/26/2017	06/26/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Aggregate \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	293560436	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 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.

CERTIFICATE HOLDER The State of New Hampshire Fish and Game Department 11 Hazen Drive Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>James E. Boyce Jr.</i>
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New Hampshire Fish and Game Department

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

Rd 161987
WO 2855468
Governor & Council Approved
Date: 11-18-15
Item #: 41

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

Glenn Normandeau
Executive Director

October 2, 2015

Her Excellency, Governor Margaret Wood Hassan
And The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a sole source contract with the Wildlife Management Institute (VC 170712) for the amount not to exceed \$425,300 to provide a scope of services that includes research and management of Cottontail from the date of Governor and Council approval through June 30, 2017. Funding is 94% Federal and 6% Conservation License Plate Funds.

Funding is available for these services and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Years 2016 and 2017 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>FY16</u>	<u>FY17</u>
20-07500-53180000-072-500575 Grants-Federal	\$206,105.00	\$195,400.00

03-75-75-751520-2139 WILDLIFE PROGRAM – Conservation License Plate

	<u>FY16</u>	<u>FY17</u>
20-07500-21390000-304-500841 Research and Management	\$13,795.00	\$10,000.00

Her Excellency, Governor Margaret Wood Hassan

And The Honorable Council

October 2, 2015

Page 2 of 2

EXPLANATION

This contract is offered sole source to Wildlife Management Institute (WMI) because they are uniquely qualified to implement multi-state habitat restoration and administer multi-state grant funds. In the "Range-wide New England Cottontail Initiative" grant proposal, the states identified WMI as the partner organization because they have proven track record of carrying out successful conservation and are capable of providing substantial non-federal matching funds required to qualify for the grant.

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 state endangered species 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 2013, federal competitive State Wildlife Grant (SWG) funds in the amount of \$500,000 were awarded to implement the proposal "Project I: Implementation of the New England Cottontail Conservation Strategy." 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 will be split among New Hampshire (\$249,800), Massachusetts (\$124,400), and Connecticut (\$125,800) via independent federal aid agreements with the United States Fish and Wildlife Service (USFWS).

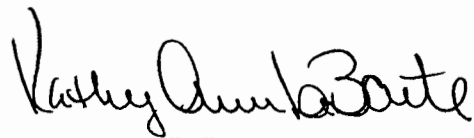
In June 2014, additional federal competitive SWG funds were awarded in the amount of \$500,000 to implement the proposal "Project I: Ensuring Success of the New England Cottontail Conservation Strategy". Awarded funds will be split among New Hampshire (\$205,575), Massachusetts (\$98,075), Maine (\$99,775), and Connecticut (\$96,575) via independent federal aid agreements with the United States Fish and Wildlife Service (USFWS).

For the purpose of implementing New Hampshire grant objectives, the Department is entering into a contract with WMI. WMI's principle responsibilities will be to coordinate regional planning and to administer sub-contracts for habitat management and captive breeding and translocation for New England cottontail.

Respectfully submitted,



Glenn Normandeau
Executive Director



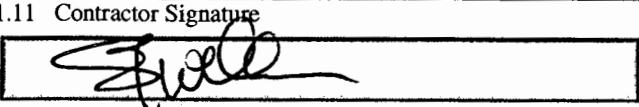
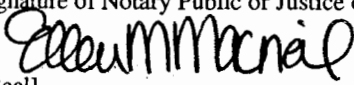
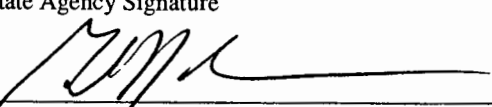

Kathy Ann LaBonte
Chief, Business Division

Subject: New England Cottontail Conservation Initiative 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>New Hampshire Fish and Game</u>		1.2 State Agency Address <u>11 Hazen Drive, Concord, NH 03301</u>	
1.3 Contractor Name <u>Wildlife Management Institute Incorporated</u>		1.4 Contractor Address <u>4426 VT Route 215N, Cabot, VT 05647</u>	
1.5 Contractor Phone Number <u>802-748-6717</u>	1.6 Account Number <u>5318000-072-500575</u>	1.7 Completion Date <u>June 30, 2017</u>	1.8 Price Limitation <u>\$425,300.00</u>
1.9 Contracting Officer for State Agency <u>Glenn Normandeau, Executive Director</u>		1.10 State Agency Telephone Number <u>603-271-3016</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Scot Williamson, Vice President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>10/15/15</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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>My Commission Expires April 9, 2019</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:  On: <u>10/26/2015</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 10/14/15

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 EW
Date 11/21/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

Exhibit A

Scope of Services

Task 1: Administration of Contracts Pursuant to the “Range-wide New England Cottontail Initiative”

Objective 1: Coordinate and Populate Information Management systems in 6 states to evaluate the implementation of conservation efforts and adapt them to ensure they are effective.

- WMI will coordinate and populate information management systems in support of the annual cycle of performance evaluation set forth in the Conservation Strategy.

	<u>FY 16</u>	<u>FY 17</u>
Objective 1 cost:	\$7000	\$2000

Objective 2: Deliver 900 acres of New England cottontail rabbit (NEC) habitat restoration in an adaptive management framework, creating 37 new habitat patches across the species range, with an expected long-term population increase of 540 animals.

- 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.
- WMI will subcontract a qualified vendor to monitor habitat responses once before management during the grant period.

	<u>FY 16</u>	<u>FY 17</u>
Objective 2 cost:	\$50,725	\$49,275

Objective 3: Monitor and/or augment NEC populations to ensure the colonization of NEC in up to 50 newly restored or suitable but vacant habitat patches.

- 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 a vendor to annually monitor NEC via fecal pellet surveys on up to 20 sites selected for habitat restoration and/or food augmentation throughout the grant period.

	<u>FY 16</u>	<u>FY 17</u>
Objective 3 cost:	\$114,000	\$110,000

Contractor Initials SW
Date 8/28/15

Objective 4: Provide administrative and technical support to expedite the realization of the grant goal.

- 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 16</u>	<u>FY 17</u>
Objective 4 cost:	\$38,175	\$34,125

<u>Task 1 State Cost by Fiscal Year:</u>	<u>FY 16</u>	<u>FY 17</u>
Objective 1 cost:	\$7,000	\$2,000
Objective 2 cost:	\$50,725	\$49,275
Objective 3 cost:	\$114,000	\$110,000
Objective 4 cost:	<u>\$38,175</u>	<u>\$34,125</u>
Task 1 Total cost:	\$209,900	\$195,400

<u>Cost Summary Task 1 by Funding Source:</u>	<u>Federal Funds</u>	<u>WMI/Sub-contractor Funds</u>
Objective 1 cost:	\$ 9,000	\$ 1,645
Objective 2 cost:	\$ 100,000	\$ 17,850
Objective 3 cost:	\$224,000	\$ 251,630
Objective 4 cost:	<u>\$ 72,300</u>	<u>\$ 6,055</u>
Task 1 Total cost:	\$405,300	\$277,180
Including Match		

<u>Cost Summary Task 1 by Grant:</u>	<u>CSWG3</u>	<u>CWG4</u>
Objective 1 cost:	\$7,000	\$2,000
Objective 2 cost:	\$70,000	\$30,000
Objective 3 cost:	\$114,000	\$110,000
Objective 4 cost:	<u>\$42,700</u>	<u>\$29,600</u>
Task 1 Total cost:	\$233,700	\$171,600

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 Date 8/28/15

Task 2: Restoration, Monitoring and Management of New England Cottontail

WMI will coordinate/invoice once annually for \$10,000 to cover priority projects identified for the regional conservation effort including: develop and integrate management tools, maintain and manage NEC status data, technical assistance for planning, science, and communication, conservation strategy implementation assistance, cottontail genetic species identification, genetic analysis to support all phases of the captive breeding program, NEC communication and outreach.

Contractor Initials SAW
Date 8/28/15

Exhibit B

Method of Payment

1. The New Hampshire Fish and Game Department agrees to reimburse the contractor up to \$425,300.00 of approved project expenses in accordance with the above budget.
2. The contractor shall provide at least \$277,180 or 40.6% of Task 1 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 as provided in the quarterly invoices. To ensure compliance with federal requirements of C-SWG NEC#3 (F14AP00162) and C-SWG #4 (F15AP00122) and to ensure the expenses and matching funds are appropriately tracked and utilized as described in each grant, WMI agrees to track expenses to the appropriate grant agreement at the job level and submit separate invoicing per agreement.
5. The contractor shall document by June 30 each year that at least 40.6% of Task 1 total project costs to date are non-federal matching costs in the form of forgone administrative 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. 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.
8. Invoices will be submitted by WMI to: The New Hampshire Fish and Game Department, ATTN: John Kanter, 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,

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Date 8/28/15

- 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.

This contract is supported with federal funds through federal assistance grants F14AP00162 and F15AP00122 from the Department of the Interior, titled "NH FY 2013 Range-wide New England Cottontail Initiative" and "NH FY14 Rangewide New England Cottontail Initiative." The contractor agrees to perform the services, as detailed further in each approved proposal, in accordance with the requirements of the individual grant agreements. The contractor agrees to comply with the following provisions, as applicable:

a) Government-wide Debarment and Suspension (Nonprocurement)

This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension" as implemented through the OMB guidance in Sub-part C of 2 CFR Part 180 and adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By signing this contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it 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.

b) Restrictions on Lobbying

This contract is subject to Section 1352, Title 31 of the U.S. Code, as implement at 43 CFR Part 18 New Restrictions on Lobbying. Contractors awarded funds in excess of \$100,000, and any sub-contractors awarded funds in excess of \$100,000, shall file the declaration required by 31 U.S.C. 1352(b). 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 covered award. 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 made with a completed "Disclosure of Lobbying Activities" (Form SF-LLL) and forwarded from tier to tier. The form shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure.

Certification Regarding Lobbying

By signing this contract the contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractor Initials SAW
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(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c) Access to Records

The contractor shall maintain all books, documents, payroll papers, accounting records and other evidence pertaining to this contract and make them available at reasonable times during the period of the contract and for three years thereafter for audit, examination, excerpts, and transcription by any authorized representatives of the State, Federal awarding agency, or the Comptroller General of the United States. 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.

3. Equipment

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

Contractor Initials SKV
Date 8/28/15



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, Incorporated, do hereby certify that:

1. Scot Williamson is the Vice President of Wildlife Management Institute, Incorporated.
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 Department of Fish and Game..
4. The Vice President is authorized on behalf of the Wildlife Management Institute, Incorporated Board of Directors to enter into a contract with the State and to executive 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, 12-15-2017.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Wildlife Management Institute, Incorporated this 15th day of December, 2017.

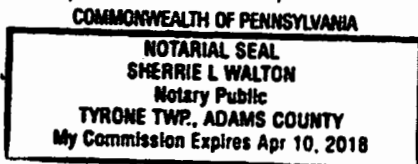
Steve Williams

Steve Williams, President

State of Pennsylvania, County of Adams



On this 15th day of December 2017 before me
Sherrie L. Walton 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.



Sherrie L Walton

CERTIFICATE

I, Steve Williams, President of the Wildlife Management Institute, Incorporated, do hereby certify that:

1. Scot Williamson occupied the position of Vice President of the Wildlife Management Institute, Incorporated on 12/15/17.
2. Scot Williamson is currently the Vice President of the Wildlife Management Institute, Incorporated.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Wildlife Management Institute, Incorporated this 15 day of December 2017



Steve Williams, President