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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
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Glenn Normandeau
Executive Director

May 10, 2013

Retroactive

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 retroactive contract with the BPMC Management d/b/a Mountain View Grand Resort and Spa, Whitefield, NH (vendor code 171683) to underwrite a portion of the cost of meals for attendees at the 47th North American Moose Conference being held on May 20 – May 23, 2013 at a cost of \$8,500.00, upon Governor and Council approval through June 30, 2013. Funds are 100% Other (Small Gifts and Donations), all of which are derived from foundation donations made in support of the Moose Conference.

Funding is available in account, Small Gifts and Donations, for these services and will be expended as follows:
03 75 75 750020-21130000 – Fish and Game Commission – Gifts/Donations Account

	<u>FY13</u>
20-07500-21130000-020-500252 Current Expense	<u>\$8,500</u>

EXPLANATION

This contract is entered into by New Hampshire Fish and Game and the Mountain View Grand Resort and Spa, respectively. The Mountain View Grand is the venue for the 47th North American Moose Conference. The purpose of this agreement is to underwrite a portion of meal costs for attendees at the North American Moose Conference, being hosted by NHFG in conjunction with the Maine Department of Inland Fisheries and Wildlife and the Vermont Fish and Wildlife Department. By providing support for meals, the conference sponsors help ensure maximum affordability and attendance. This conference and the attendant peer-reviewed journal "ALCES" serves as an annual forum for the exchange of critical moose research and management findings. Such findings are critical to state and provincial moose management programs.

Two private foundations provided donations totaling \$8,500 in support of this conference. These donations were accepted for deposit into the Small Gifts and Donations account by Governor and Council on April 17, 2013, Item #71.

This contract is retroactive due to a misunderstanding amongst staff regarding our agency's need to establish an approved contract in order to expend foundation donations in the Gifts and Donations Account. That misunderstanding has been resolved.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte
Chief, Business Division

BID LIST

The following quotes were received for this conference:

Facility Name	Address	Telephone #	Accommodations Cost per Night
Waterville Valley Conference and Event Center	PO box 540 Waterville Valley, NH 03215	1-800-468-2553	\$89.00 plus tax and resort fee
Eagle Mountain House	PO Box 804 Jackson, NH 03846	1-800-966-5779	\$79.00 plus tax
*Mountain View Grand Hotel and Spa	101 Mountain View Rd Whitefield, NH 03598	603-837-0024	\$77.00 plus tax
Town & Country Motor Inn	20 State Route 2 Gorham, NH 03581	603-466-3315	\$74.00 plus tax

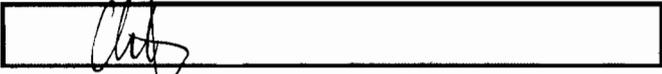
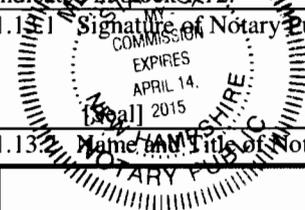
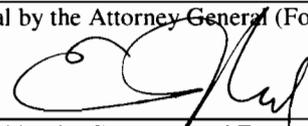
*The Mountain View Grand was selected as the preferred venue due to a combination of cost, facilities and access/convenience from the Manchester airport.

Subject: Mountain View Grand Resort and Spa - Moose Conference **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 NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name BPMC Management d/b/a Mountain View Grand Resort & Spa		1.4 Contractor Address 101 Mountain View Road, Whitefield, NH 03598	
1.5 Contractor Phone Number (603) 837-0024	1.6 Account Number 20-075-2113-020-500252	1.7 Completion Date 6/30/2013	1.8 Price Limitation \$8,500.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603) 271-2461	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christopher Diego, Managing Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u> On <u>5/17/13</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.			
1.11 Signature of Notary Public or Justice of the Peace 		1.12 Name and Title of Contractor Signatory Melanie B Kerr My commission expires April 14, 2015	
1.13 Name and Title of Notary or Justice of the Peace Melanie B. Kerr, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
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: 5-17-13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials *AD*
Date 5-18-13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICE

The Mountain View Grand Hotel and Spa, serving as the venue for the 47th North American Moose Conference which is hosted jointly by the New Hampshire Fish and Game Department, The Maine Department of Inland Fisheries and Wildlife, the Vermont Fish and Wildlife Department, and the University of NH, will prepare and serve the following meals for the estimated number of conference attendees on the appropriate dates as follows:

May 20 th – Mt Lafayette Hot Luncheon Buffet - \$23.22/person – 85 people	\$1,973.70
May 21 & 23 – Continental Breakfast Buffet w/ yogurt - \$14.19/person – 105 people	\$2,979.90
May 21 & 23 – Mt Cabot Deli Lunch Buffet - \$15.48/person – 105 people	\$3,250.80
May 21 & 23 – Afternoon break - \$7.74/person – 105 people	\$1,625.40
May 22 – Mt Jefferson Breakfast Buffet - \$19.35/person – 95 people	\$1,838.25
May 23 – Tier One Banquet - \$38.70/person – 95 people	\$3,676.50

Total \$15,344.55*

*cost includes all applicable taxes and fees

EXHIBIT B
METHOD OF PAYMENT

The contractor shall be paid within 30 days of invoice which is scheduled to occur on or shortly after 5/24, 2013. All funds for meal payment have been donated by various charitable foundations, corporations or individuals. Most of these funds were able to be placed directly with the hotel. Two donations had to be received by the NH Fish and Game Department in order to maintain the donating foundations tax exempt status. It is these funds totaling \$8,500.00, that the department is requesting be dispersed to the hotel upon receipt of invoice.

This total contract is not to exceed \$8,500.00

Invoice for this amount shall be billed to the New Hampshire Fish and Game Department.

EXHIBIT C
SPECIAL EXCEPTIONS

The New Hampshire Fish and Game Department agrees to waive the provisions of Paragraph 14.1.1 reducing the amount required for insurance coverage per incident to \$1,000,000.

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 Mountain View Grand Resort & Spa is a New Hampshire trade name registered on June 2, 2005 and that BPMC Management presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of May, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

I, MARK F. MUETHING, do hereby certify that I am duly elected Secretary of GREAT AMERICAN LIFE INSURANCE COMPANY.

The following are true copies of two resolutions, duly adopted by the Board of Directors of the Corporation by a unanimous written action dated May 14, 2013.

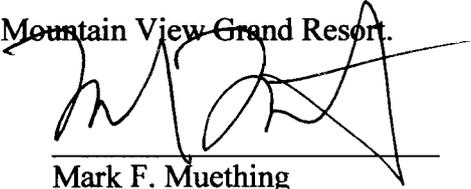
EXECUTION OF CONTRACT)

RESOLVED, that this Corporation enter into a contract with the State of New Hampshire, acting through its Fish & Game Department, for the provision of lodging, meeting and banquet services at the Mountain View Grand Resort, and

RESOLVED, that Christopher Diego, Manager of the Mountain View Grand Resort is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modification thereto , as he/she may deem necessary, desirable or appropriate.

The foregoing resolution have not been amended or revoked, and remain in full force and effect as of May 14, 2013.

Christopher Diego is the Manager of the Mountain View Grand Resort.



Mark F. Muething
Secretary

(SEAL)

PRODUCER (513)891-4400 FAX (513)891-4281 Dempsey & Siders Agency, Inc. 7265 Kenwood Road, Suite 105 Cincinnati, OH 45236-2951	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED American Financial Group, Inc. Mountain View Grand Resort & Spa 110 Mountain View Road Whitefield, New Hampshire 03598	INSURER A	Great American Ins. Co. of NY
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLP5434316	08/01/2012	08/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER NH Fish and Game PO Box 417 New Hampton, NH 03256	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Roy Kuhnel
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New Hampshire Fish and Game Department

Governor & Council Approved

Date: 4/17/13

Item #: 71

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

March 22, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

State House
Concord, NH 03301

Requested Action

Pursuant to RSA 206:33-a authorize the New Hampshire Fish and Game Department (NHFG) to accept the following donations: \$5,000.00 from the Brown-Monson Foundation, and \$3,500.00 from the Sanford and Doris Slavin Foundation, Inc.; both to be deposited in the Gifts and Donations account from the date of Governor and Council approval through June 30, 2013.

Funds to be deposited into 03 07500 21130000 402768 Small Gifts and Donations

FY 2013

\$5,000.00

Funds to be deposited into 03 07500 21130000 402768 Small Gifts and Donations

\$3,500.00

Explanation

The NHFG Wildlife Division is co-hosting the 47th North American Moose Conference and Workshop at the Mountain View Grand Hotel in Whitefield NH from May 20 - 24, 2013. The conference is being hosted by NHFG in conjunction with the Maine Department of Inland Fisheries and Wildlife and the Vermont Fish and Wildlife Department. This conference and the attendant peer-reviewed journal "ALCES" provides the annual forum for scientific presentations and discussions concerning moose biology, research, and management. It is at this annual conference that wildlife biologists from across North America share the ideas and information that allows New Hampshire to best manage our own moose. These donations help to offset the costs of conference attendance for all attending biologists thereby ensuring the greatest information exchange.

The New Hampshire Fish and Game Commission voted unanimously to accept these donations at their February 20, 2013, and March 13, 2013 meetings.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division