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# New Hampshire Fish and Game Department

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FAX (603) 271-1438  
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Glenn Normandeau  
Executive Director

January 2, 2018

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 **Sole Source**, no cost Cooperative Project Agreement amendment with the University of New Hampshire (vendor code 177867) to continue research on endangered New England cottontail rabbit, as approved by Governor and Council on December 16, 2015 Item #57 by extending the end data from January 31, 2018 to December 31, 2018. Funds are 65% Federal and 35% Nongame Management. This is a no cost time extension only.

### EXPLANATION

This time extension will allow UNH to complete the original objectives that have not yet been completed. The additional work required will be primarily in analyses and integration of data already collected. There will also be opportunities to collect some additional data to supplement the work, e.g. via more intensive pellet surveys and to integrate this work with a newly funded National Fish and Wildlife Foundation award.

The New England cottontail rabbit (NEC) is a state endangered species addressed in the Wildlife Action Plan. The proposed project is designed to evaluate population viability in the Merrimack River Valley to inform management decisions for recovery of the species. Since 2008, NHFG has partnered with various agencies and organizations including Wildlife Management Institute, National Resource Conservation Service, U.S Fish and Wildlife Service, Roger Williams Park Zoo, the University of NH and others to restore a viable population of New England cottontails to the state. Researchers from UNH have been leaders in the region for providing new information about the species. NHFG would like to continue this Cooperative Project Agreement with UNH in order to facilitate a population analysis of the remaining rabbits living in the Merrimack River Valley. Biologists will use the results of the analysis to direct future management decisions for the cottontail in this highly modified, urban landscape.

Dr. Adrienne Kovach from UNH will provide research support through her Molecular Ecology laboratory for genetic analyses in the project. Genetic results will be used to understand metapopulation dynamics and provide management guidance and will provide insights into critical thresholds of development/fragmentation for metapopulation viability for the regional effort. This Cooperative Project Agreement is offered sole source to the University of New Hampshire because of their specialized capabilities for combining field research with genetic analysis in order to understand how wildlife populations are functioning in the natural environment.

All state funds for this project are from the Nongame Management Account. The U.S. Fish and Wildlife Service will provide 65% matching funds for all eligible activities. These federal funds are currently budgeted in the Nongame Management operating budget.

Respectfully submitted,

Glenn Normandeau  
Executive Director

Kathy Ann LaBonte  
Chief, Business Division

**AMENDMENT #1 to**  
**COOPERATIVE PROJECT AGREEMENT**  
between the  
**STATE OF NEW HAMPSHIRE, FISH AND GAME DEPARTMENT**  
and the  
**University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE**

The Cooperative Project Agreement, approved by the State of New Hampshire Governor and Executive Council on **12/16/15**, item # **#57**, for the Project titled "**Metapopulation Dynamics and Viability of New England Cottontails in an Urban New Hampshire Landscape**," Campus Project Director, **Dr. Adrienne Kovach**, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

**Purpose of Amendment (Choose all applicable items):**

- Extend the Project Agreement and Project Period end date, at no additional cost to the State.
- Provide additional funding from the State for expansion of the Scope of Work under the Cooperative Project Agreement.
- Other:

**Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):**

- Article A. is revised to replace the State Department name of \_\_\_\_\_ with \_\_\_\_\_ and/or USNH campus from \_\_\_\_\_ to \_\_\_\_\_.
- Article B. is revised to replace the Project End Date of **1/31/18** with the revised Project End Date of **12/31/18**, and Exhibit A, article B is revised to replace the Project Period of **1/1/16 – 1/31/18** with **1/1/16 – 12/31/18**.
- Article C. is amended to expand Exhibit A by including the proposal titled, " \_\_\_\_\_," dated \_\_\_\_\_.
- Article D. is amended to change the State Project Administrator to \_\_\_\_\_ and/or the Campus Project Administrator to **Karen Rooney, phone 603-862-5412**.
- Article E. is amended to change the State Project Director to \_\_\_\_\_ and/or the Campus Project Director to \_\_\_\_\_.
- Article F. is amended to add funds in the amount of \$ \_\_\_\_\_ and will read:  
Total State funds in the amount of \$ \_\_\_\_\_ have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:  
Campus will cost-share \_\_\_\_\_ % of total costs during the amended term of this Project Agreement.
- Article F. is amended to change the source of Federal funds paid to Campus and will read:  
Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. \_\_\_\_\_ from \_\_\_\_\_ under CFDA# \_\_\_\_\_. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New

Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as **revised Exhibit B**, the content of which is incorporated herein as a part of this Project Agreement.

- Article G. is exercised to amend Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

**Article** \_\_\_\_\_ is amended in its entirety to read as follows:

**Article** \_\_\_\_\_ is amended in its entirety to read as follows:

- Article H. is amended such that:

- State has chosen **not to take** possession of equipment purchased under this Project Agreement.
- State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

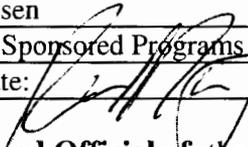
This Amendment and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire or other authorized officials approve this Amendment to the Cooperative Project Agreement.

IN WITNESS WHEREOF, the following parties agree to this **Amendment #1** to the Cooperative Project Agreement.

**By An Authorized Official of:  
University of New Hampshire**

Name: Karen Jensen

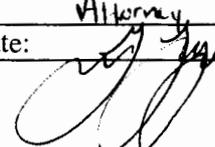
Title: Manager, Sponsored Programs Administration

Signature and Date:  12/1/17

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: Gordon P. Landry

Title: Attorney

Signature and Date:  1/4/18

**By An Authorized Official of:**

Name: Glenn Normandeau

Title: Executive Director

Signature and Date:  1/2/2018

**By An Authorized Official of: the New  
Hampshire Governor & Executive Council**

Name:

Title:

Signature and Date:

**EXHIBIT A**

- A. Project Title:**
- B. Project Period:** January 1, 2016 - December 31, 2018
- C. Objectives:**
- D. Scope of Work:**
- E. Deliverables Schedule:**
- F. Budget and Invoicing Instructions:**

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# New Hampshire Fish and Game Department

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Glenn Normandeau  
Executive Director

November 13, 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 Cooperative Project Agreement with the University of New Hampshire (vendor code 177867) to conduct research on endangered New England cottontail rabbit, for a total of \$152,585.00 from the date of Governor and Council approval through January 31, 2018. Funds are 65% Federal and 35% Nongame Management.

Funding is available for these services and will be expended as follows, contingent upon availability, and continued appropriations for State Fiscal Years 2016, 2017, 2018 with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified, as follows:

### **03-75-75-751520-2125 WILDLIFE PROGRAM – Nongame Management**

	<u>FY16</u>	<u>FY17</u>	<u>FY18*</u>
20-07500-21250000-304-500841 Research and Management	\$38,146	\$76,293	\$38,146

\*Pending budget approval

### EXPLANATION

The New England cottontail rabbit (NEC) is a state endangered species addressed in the Wildlife Action Plan. The proposed project is designed to evaluate population viability in the Merrimack River Valley to inform management decisions for recovery of the species. Since 2008, NHFG has partnered with various agencies and organizations including Wildlife Management Institute, National Resource Conservation Service, U.S Fish and Wildlife Service, Roger Williams Park Zoo, the University of NH and others to restore a viable population of New England cottontails to the state. Researchers from UNH have been leaders in the region for providing new information about the species. NHFG would like to enter into this Cooperative Project Agreement with UNH in order to facilitate a population analysis of the remaining rabbits living in the Merrimack River Valley. Biologists will use the results of the analysis to direct future management decisions for the cottontail in this highly modified, urban landscape.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
November 13, 2015  
Page 2

Dr. Adrienne Kovach from UNH will provide research support through her Molecular Ecology laboratory for genetic analyses in the project. Genetic results will be used to understand metapopulation dynamics and provide management guidance and will provide insights into critical thresholds of development/fragmentation for metapopulation viability for the regional effort. This Cooperative Project Agreement is offered sole source to the University of New Hampshire because of their specialized capabilities for combining field research with genetic analysis in order to understand how wildlife populations are functioning in the natural environment.

All state funds for this project are from the Nongame Management Account. The U.S. Fish and Wildlife Service will provide 65% matching funds for all eligible activities. These federal funds are currently budgeted in the Nongame Management operating budget.

Upon Governor and Council approval, the University of New Hampshire will be reimbursed according to completion of tasks that are detailed in exhibits A and B of the Cooperative Project Agreement.

Respectfully submitted,



Glenn Normandeau  
Executive Director



Kathy Ann LaBonte  
Chief, Business Division

**COOPERATIVE PROJECT AGREEMENT**

between the

**STATE OF NEW HAMPSHIRE, FISH AND GAME DEPARTMENT**

and the

**University of New Hampshire** of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, **Fish and Game Department**, (hereinafter "State"), and the University System of New Hampshire, acting through **University of New Hampshire**, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on **1/31/18**. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

**Project Title: Metapopulation Dynamics and Viability of New England Cottontails in an Urban New Hampshire Landscape**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

**State Project Administrator**

Name: Kathy Ann LaBonte  
 Address: NH Fish and Game Dept  
11 Hazen Drive  
Concord, NH 03301  
 Phone: 603-271-2741

**Campus Project Administrator**

Name: Dianne Hall  
 Address: University of New Hampshire  
Sponsored Programs Administration  
51 College Rd. Rm 116  
Durham, NH 03824  
 Phone: 603-862-1942

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

**State Project Director**

Name: John Kanter  
 Address: NH Fish and Game Dept  
11 Hazen Drive  
Concord, NH 03301  
 Phone: 603-271-2461

**Campus Project Director**

Name: Adrienne Kovach  
 Address: University of New Hampshire  
Department of Natural Resources  
46 College Road  
Durham, NH 03824  
 Phone: 603-862-1603

Campus Authorized Official   
 Date 1/22/18

F. Total State funds in the amount of **\$152,585** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share \_\_\_\_\_ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. **F12AF01401 (T2-3-R-1)** from **U.S. Fish and Wildlife Service** under CFDA# **15.634**. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) \_\_\_\_\_ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H.  State has chosen **not to take** possession of equipment purchased under this Project Agreement.  
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the **University of New Hampshire** and the State of New Hampshire, **Fish and Game Department** have executed this Project Agreement.

**By An Authorized Official of:  
University of New Hampshire**

Name: Victor Sosa \_\_\_\_\_

Title: Director, Contracts & Export Controls \_\_\_\_\_

Signature and Date: \_\_\_\_\_ 11-20-15

**By An Authorized Official of: the New  
Hampshire Office of the Attorney General**

Name: Christopher Aslin *Allen Brooks* \_\_\_\_\_

Title: Assistant Attorney Dept. of Justice \_\_\_\_\_

Signature and Date: \_\_\_\_\_ 12/2/15

**By An Authorized Official of:**

Name: *Glenn Normandeau* \_\_\_\_\_

Title: *Executive Director* \_\_\_\_\_

Signature and Date: \_\_\_\_\_ 11/30/15

**By An Authorized Official of: the New  
Hampshire Governor & Executive Council**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

## EXHIBIT A

- A. Project Title:** Metapopulation Dynamics and Viability of New England Cottontails in an Urban New Hampshire Landscape
- B. Project Period:** January 1, 2016 - January 31, 2018
- C. Objectives:** To provide an understanding of metapopulation dynamics of New England cottontails in the Londonderry, NH landscape to inform management decisions with respect to cottontail viability in this highly modified, urban landscape. More specifically: 1) conduct intensive pellet surveys on designated study patches for 2 years (10-25 patches) 2) analyze genetics to characterize dispersal, reproduction, patch-specific population size and metapopulation dynamics (300 – 500 samples with repeat analysis) 3) live-trap and radio collar up to 30 wild New England cottontail rabbits 4) estimate survival rates from radio-collared rabbits.
- D. Scope of Work:** Campus will work together with partners at the State in this collaborative, interdisciplinary investigation of metapopulation dynamics of New England cottontails. Campus will mentor a graduate student, with a Masters thesis centered around these questions and provide research support through her Molecular Ecology laboratory at Campus for the genetic analyses in this project. Campus, in conjunction with State, will trap and radiocollar New England cottontails on designated patches (with known occupancy) in the Londonderry, NH study area. Campus will conduct radiotelemetry monitoring for the winters of 2016 and 2017, to document survival. To document reproduction, juvenile survival and dispersal, trapping, radiocollaring, and telemetry will also be conducted in the summer/early fall. The field data will be supplemented with complementary genetic analyses, in order to more rigorously characterize dispersal, reproduction, and patch-specific population size and metapopulation dynamics. To this end, Campus and State partners will conduct winter fecal pellet surveys on designated study patches in each of the 2 project years. Additionally, an intensive pellet survey will be conducted across all potentially occupied patches in the study area, to fully characterize metapopulation structure and dynamics. Genetic analyses of these pellet samples will be conducted at Campus. Genetic results will be used to characterize the structure and occupancy of the metapopulation, as well as the patch-specific population sizes and effective population size of the metapopulation as a whole. Genetic data will also be used to identify familial relationships and document reproduction and individual dispersal events within and between patches, respectively. These data will complement the field data generated and analyzed by Campus on reproduction, survival, and dispersal and integrated in a model of metapopulation viability. The findings will provide management guidance on the future trajectory of cottontails in this highly modified, urban landscape, and may provide insights into critical thresholds of development/fragmentation for metapopulation viability.
- E. Deliverables Schedule:** The Campus will submit a interim report by February 28, 2017 and a final report by February 28, 2018 according to U.S. Fish and Wildlife Service TRACS database and reporting format (provided by NHFG). M.S. Thesis to be submitted and subsequent manuscripts in preparation by January 2018.
- F. Budget and Invoicing Instructions:** Campus will submit invoices to State on regular Campus invoice forms no more frequently than monthly and no less frequently than quarterly. Invoices will be based on actual project expenses incurred during the invoicing period, and shall show current and

cumulative expenses by major cost categories, and shall document cumulative cost sharing through the end of the invoicing period. State will pay Campus within 30 days of receipt of each invoice. Campus will submit its final invoice not later than 75 days after the Project Period end date.

Budget Items	State
1. Salaries & Wages	58,306
2. Employee Fringe Benefits	11,783
3. Travel	0
4. Supplies and Services	57,773
5. Equipment	0
6. Facilities & Admin Costs	24,723
Total Project Costs:	152,585

  
11/2/15

## EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here:  None or

*[Signature]*  
11/20/15