New Hampshire Fish and Game Department

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

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

Scott R. Mason
Executive Director

JAN20'23 AM11:39 RCVD

84

January 5, 2023

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 amend an existing **Sole Source** contract (Contract #6003084) with Wildlife Management Institute (VC 170712), Cabot, VT, by increasing the price limitation by $10,870 from $55,921 to $66,791 with no change to the contract completion date for administering and implementing the Regional Conservation Need program effective upon approval of Governor and Council through February 28, 2023. The original contract was approved by Governor and Council on February 17, 2021, item #48. 100% Federal Funds.

Funding is available in account, Nongame Species Management, as follows:

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

	FY23
20-07500-21250000-304-500841 Research and Management	$10,870

EXPLANATION

The Northeast Association of Fish and Wildlife Agencies (NEAFWA) has a cooperative program where Regional Conservation Needs (RCN's) are identified on a periodic basis by state members, to implement portions of state Wildlife Action Plans that are most effectively addressed on a regional basis (across state borders). Each state is invoiced up to 4% of their annual federally funded State Wildlife Grants (SWG) allocation to support projects established by member states and selected through an RFP process to implement the current suite of RCN projects. Contractors are responsible for providing the 35% matching funds that are necessary for use of SWG federal funds. Invoices are based on actual costs. Additional funds are needed for a federal grant amendment that included several regional products being developed to help states revise their state wildlife action plans, a federal requirement for states to complete every 10 years. The Wildlife Management Institute has been retained by NEAFWA to administer and invoice states for this program.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte
Chief, Business Division

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated _3_ day of _January__ 2023, 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 Vermont Route 215N, Cabot VT 05647 (VC#170712) (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated, _December 28, 2020_, approved by the Governor and Council on _February 17, 2021__, Item #_44, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

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

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

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

(A) The completion date shall be extended from ____(date)_____ to ___(date)_____.

(B) Amend Exhibit B of the agreement to add the following:

"The Contractor will implement Project 4: Updating three foundational tools for the 2025 State Wildlife Action Plan Revisions, as approved in federal grant NH T-8-R-2 Rev. 3 Participation in the Regional Conservation Needs Program (RCN)."

(C) Amend Exhibit C to read as follows: "The additional amount paid to the Contractor under this Contract will not exceed (fill in an amount) $ __10,870_____. The total Contract amount including this Amendment shall not exceed (fill in an amount) $ __$66,791___.

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: 1/12/23

Scott R. Mason, Executive Director

Name of Contractor and Authorized Signor

Wildlife Management Institute, Incorporated

(Name of Contractor)

BY: _____ DATE: _01/05/2023_____

TITLE: _Vice President_____

Acknowledgment: State of Vermont, County of Washington

On Scott Williamson *, 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.

_____ Michelle Leclerc

Signature of Notary Public or the Peace

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

MICHELLE M LECLERC COMMISSION NO. 157.0009167 NOTARY PUBLIC STATE OF VERMONT

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

BY: _____ DATE: 1/17/2023

Attorney General's Office

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, 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
Certificate Number: 0005919216

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of January A.D. 2023.

David M. Scanlan
Secretary of State

Wildlife Management Institute

4426 VT Route 215 N • Cabot, VT 05647

STEVEN A. WILLIAMS
President

SCOT J. WILLIAMSON
Vice President

CERTIFICATE OF VOTE

I, Steve Williams, President of the Wildlife Management Institute, 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, 1/4/23.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Wildlife Management Institute, Incorporated this 4 day of January 2023.

Steve Williams

Steve Williams, President

State of Pennsylvania, County of Adams

On this 4TH day of JANUARY, 2023 before me ASHLEY MESSINGER the undersigned officer, personally appeared Steve Williams, or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal
Ashley Messinger, Notary Public
Adams County
My commission expires September 03, 2024
Commission number 1377329

Ashley Messinger

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 1/4/23.
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 4 day of January, 2023.

Steve Williams

Steve Williams, President

WILDMAN-01 LBOXX

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2023

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 850
Milwaukee, WI 53202

CONTACT NAME: Rita Boxx
PHONE (A/C, No, Ext): (414) 221-0308 1306 FAX (A/C, No): (877) 700-0139
E-MAIL ADDRESS: rboxx@robertsonryan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Company of Reading Pennsylvania	20427
INSURER B: National Fire Insurance Company of Hartford	20478
INSURER C: The Cincinnati Insurance Company	10677
INSURER D: Valley Forge Insurance Company	20508
INSURER E:	
INSURER F:	

INSURED
Wildlife Management Institute
1440 Upper Bermudian Road
Gardners, PA 17324

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Stop Gap Liab = $1m GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		2091425363	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2091425363	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EXS 0549459	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2063560436	10/1/2022	10/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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

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Governor & Council Approved
Date: 2/17/21
Item #: 43

New Hampshire Fish and Game Department

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

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

Scott R. Mason
Executive Director

December 28, 2020

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** contract with the Wildlife Management Institute, Cabot, Vermont, (VC 170712) for an amount not to exceed $55,921.00 to administer and implement the Regional Conservation Need program from the date of Governor and Council approval through February 28, 2023. 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2021, and are anticipated to be available in Fiscal Years 2022 and 2023 upon the continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

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

	FY21	FY22	FY23
20-07500-21250000-304-500841 Research and Management	$19,573.00	$19,573.00	$16,775.00

EXPLANATION

The Northeast Association of Fish and Wildlife Agencies (NEAFWA) has a cooperative program where Regional Conservation Needs (RCN's) are identified on a periodic basis by state members, to implement portions of state Wildlife Action Plans that are most effectively addressed on a regional basis (across state borders). Each state is invoiced up to 4% of their annual federally funded State Wildlife Grants allocation to support projects established by member states and selected through an RFP process to implement the current suite of RCN projects. Contractors are responsible for providing the 35% matching funds that are necessary for use of SWG federal funds. Invoices are based on actual costs. Any funds not dispersed in a given fiscal year are carried over to subsequent fiscal years for payment. The Wildlife Management Institute has been retained by NEAFWA to administer and invoice states for this program.

Respectfully submitted,

Scott R Mason

ott R. Mason
cutive Director

Kathy Ann LaBonte

Kathy Ann LaBonte
Chief, Business Division

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Wildlife Management Institute		1.4 Contractor Address 4426 Vermont Route 215N, Cabot VT 05647	
1.5 Contractor Phone Number 802 563-2087	1.6 Account Number 20-07500-21250000-304-500841	1.7 Completion Date February 28, 2023	1.8 Price Limitation $55,921
1.9 Contracting Officer for State Agency Scott Mason, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature Date: 12/29/2020		1.12 Name and Title of Contractor Signatory Scot J. Williamson, VP	
1.13 State Agency Signature Date: 1-7-21		1.14 Name and Title of State Agency Signatory Scott Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 1/28/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials _____
Date _____

2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 SHS

Date 12/29/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials SKW
Date 12/29/20

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials SKW

Date 12/21/22

Exhibit A
Special Provisions

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

1. **General Provisions are amended as follows:**
   - The provisions of section 12 "Assignment/Delegation/Subcontractors" are waived,
   - The insurance requirements of section 14.1 with regards to subcontractors are waived,

Exhibit B
Scope of Services

Administration of the Regional Conservation Needs Program

WMI will be responsible for administering the Regional Conservation Need program (federal grant NH T-8-R-2, Participation in Regional Conservation Needs Program (RCN)) by engaging contractors to perform the projects as described and approved by the Northeast Directors and directed by the Northeast Fish and Wildlife Diversity Technical Committee (NEFWDTC). RCN approved projects include:

Project 1: Strategic implementation of regional conservation priorities for freshwater turtles at risk.

Project 2: Habitat for pollinators: improving management of regionally significant xeric grasslands, barrens, and woodlands in the Northeast.

Project 3: Technical support and Northeast state wildlife action plan database management

The NEFWDTC will provide WMI with detailed scopes of work for each project and a short list of potential contractors. WMI will solicit bids for the work, as necessary, and present those to the NEFWDTC project leads who will make the final selection of contractor. WMI will be paid an administrative fee not to exceed $5600 each year (federal share) by each participating agency, and will contribute at least $3015 in non-federal match each year through discounted services. Funds will support the following activities:

- Develop cooperative agreements/contracts between WMI and NEAFWA states.
- Develop RFPs, RFQ's, and LOI's to implement NEFWDTC approved project activities
- Bi-annual RCN fiscal briefings to Directors
  1. Spring NEAFWA meeting: affirmation of SWG apportionments/state commitments
  2. Fall Directors meeting: progress report
- Attend NEFWDTC meetings as needed to facilitate discussions on RCN

Contractor Initials SKV

Date 12/28/20

- Attend NEWAA meetings annually to provide updates on RCN
- Travel to meetings and site visits
- Prepare subcontracts with entities as directed by the NE Directors
- Prepare vendor contracts for RCN program-wide services (e.g. website, meeting logistics, etc.)
- Conduct due diligence assessment of sub-contractor capabilities and business practices
- Quarterly reporting
  1. Solicitation of reports from contractors
  2. Screening of financial and progress reports
  3. Distribution to Project Managers
  4. Manage review process
- Accounting
  1. Quarterly invoice generation
  2. Quarterly invoice report
  3. Tracking vendor match and payments
  4. Documenting recorded match on invoices to states
- Audit
  1. Allowable costs
  2. Internal control
  3. Compliance
- Breach of contract reimbursement actions
- Reporting: Annual performance reports

Exhibit C
Method of Payment

1. Payment will be made within 30 days after receipt of a proper invoice.
2. The New Hampshire Fish and Game Department will pay WMI based on the invoiced amount of expenses incurred.
3. WMI will document a 35% contractor share of costs on each invoice as required match to federal funds.
4. The Contractor agrees to maintain financial documents necessary to comply with State and Federal regulations.
5. Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangements with the New Hampshire Fish and Game Department.
6. Invoices will be submitted by WMI to: The New Hampshire Fish and Game Department, ATTN: Mike Marchand, 11 Hazen Drive, Concord, New Hampshire 03301.

Contractor Initials SAW

Date 12/29/20

Exhibit D

1. Federal Information and Compliances

This contract is supported in part with Federal grant funds from the Department of the Interior, United States Fish and Wildlife Service (Service). Through execution of this agreement the contractor agrees to comply with all federal regulations and requirements, as applicable. The Federal regulations applicable to Service grant recipients and their sub-recipients and contractors are listed by recipient type and posted on the Internet at https://www.fws.gov/grants/atc.html.

a. Government-wide Debarment and Suspension

This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension." The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions
By entering into 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, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

Contractor Initials SHW

Date 12/29/20

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; 12/29/2020.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Wildlife Management Institute, Incorporated this 29th day of December.

Steve Williams

Steve Williams, President

State of Pennsylvania, County of Adams

On this 29th day of December, 2020 before me Ashley Messinger the undersigned officer, personally appeared Steve Williams, or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Commonwealth of Pennsylvania - Notary Seal
Ashley Messinger, Notary Public
Adams County
My commission expires September 03, 2024
Commission number 1377329

Ashley Messinger

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 12/29/2020.
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 29th day of December 2020.

Ashley Messinger

Commonwealth of Pennsylvania - Notary Seal
Ashley Messinger, Notary Public
Adams County
My commission expires September 03, 2024
Commission number 1377329

Steve Williams

Steve Williams, President

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WILDLIFE MANAGEMENT INSTITUTE INCORPORATED 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

Certificate Number: 0005060443

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of December A.D. 2020.

William M. Gardner
Secretary of State

WILDMAN-01

BSWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/20/2021

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Company of Reading Pennsylvania	20427
INSURER B : National Fire Insurance Company of Hartford	20478
INSURER C : The Cincinnati Casualty Company	28665
INSURER D : Valley Forge Insurance Company	20508
INSURER E :	
INSURER F :	

INSURED
Wildlife Management Institute
1440 Upper Bermudian Road
Gardners, PA 17324

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Stop Gap Liab = $1m GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X		2091425363	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			2091426383	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EUP 0549459	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2093560436	10/1/2020	10/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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
James C. Boyce Jr.

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