



# New Hampshire Fish and Game Department

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Scott R. Mason  
Executive Director

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October 16, 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 enter into a **Sole Source** grant agreement with the Wildlife Management Institute, Cabot, Vermont, (VC 170712) for an amount not to exceed \$112,357 to administer and implement the Regional Conservation Need program from the date of Governor and Council approval through March 31, 2028. Funding 100% Federal.

Funds are available in the following account for Fiscal Years 2024 and 2025, and are anticipated to be available in Fiscal Years 2026, 2027 and 2028 upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances amongst 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**

	<u>FY24</u>	<u>FY25</u>	<u>FY26</u>
20-07500-21250000-304-500841 Research and Management	\$22,471	\$22,471	\$22,471
	<u>FY27</u>	<u>FY28</u>	
	\$22,471	\$22,473	

### EXPLANATION

The Northeast Association of Fish and Wildlife Agencies (NEAFWA) has a cooperative program where Regional Conservation Need grants (RCN's) are identified every 5 years by state members, to implement portions of state Wildlife Action Plans that are most effectively addressed on a regional basis (across state borders). Each of 14 states is invoiced for up to 4% of their annual federally funded State Wildlife Grants allocation to support projects established by member states. Invoices are based on actual costs. Any funds not dispersed in a given fiscal year are carried over to subsequent fiscal years for payment. This grant agreement is sole source because the Wildlife Management Institute (WMI) has been retained by agreement with the NEAFWA to administer and invoice states for this RCN program and the WMI has been identified in the approved 5-year RCN grant with the USFWS. The WMI is uniquely qualified to manage these regional grants having managed the previous for several decades. WMI will provide leadership, coordination and administration services for the efficient operation of the RCN program to implement six projects that will contribute to the conservation of Regional Species of Greatest

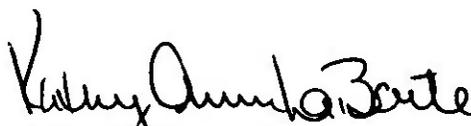
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Conservation Need. WMI will also provide all of the necessary non-federal match (35% of total project costs) for the grant.

Respectfully submitted,



Scott R. Mason  
Executive Director



Kathy Ann LaBonte  
Chief, Business Division

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby  
Mutually agree as follows:  
GENERAL PROVISIONS

1. Identification and Definitions.

<b>1.1. State Agency Name</b> NH Fish and Game Department		<b>1.2. State Agency Address</b> 11 Hazen Drive, Concord, NH 03301	
<b>1.3. Grantee Name</b> Wildlife Management Institute		<b>1.4. Grantee Address</b> 4426 Vermont Route 215N, Cabot VT 05647	
<b>1.5. Grantee Phone #</b> 802 563-2087	<b>1.6. Account Number</b> 20-07500-21250000-304-500841	<b>1.7. Completion Date</b> 03/31/2028	<b>1.8. Grant Limitation</b> \$ 112,357
<b>1.9. Grant Officer for State Agency</b> Scott R. Mason, Executive Director		<b>1.10. State Agency Telephone Number</b> (603) 271-3511	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
<b>1.11. Grantee Signature 1</b> 		<b>1.12. Name &amp; Title of Grantee Signor 1</b> Scot J. Williamson, VP	
<b>Grantee Signature 2</b>		<b>Name &amp; Title of Grantee Signor 2</b>	
<b>Grantee Signature 3</b>		<b>Name &amp; Title of Grantee Signor 3</b>	
<b>1.13. State Agency Signature(s)</b> 		<b>1.14. Name &amp; Title of State Agency Signor(s)</b> Scott R. Mason, Executive Director	
<b>1.15. Approval by Attorney General (Form, Substance and Execution) (if G &amp; C approval required)</b> By:  Assistant Attorney General, On: 10/25/2023			
<b>1.16. Approval by Governor and Council (if applicable)</b> By: _____ On: / /			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 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, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date 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, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those 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 Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee 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 Grantee notice of termination; and
- 11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
  16. INDEMNIFICATION. The Grantee 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 on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.
  17. INSURANCE.
  - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
    - 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
    - 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
  - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.
  18. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.
  19. 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 first above given.
  20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. 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.
  23. 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.
  24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

**EXHIBIT A**  
**Special Provisions**

1. **Federal Funding.** This Agreement is supported by a Federal assistance award from the Department of the Interior, Fish and Wildlife Service (Service). All Federal laws, regulations, and award terms and conditions applicable to Department of the Interior and Service award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Agreement. EXHIBIT D provides further Federal award and compliance information and required certifications.
2. **Period of Performance.** The Project period of performance for this Agreement is April 1, 2023 through March 31, 2028. Project expenditures incurred from March 1, 2023 to the beginning of the Period of Performance, which would otherwise be allowable, are eligible for reimbursement. Expenses incurred after the end date are not allowable costs. If the provision of services by the Grantee precedes the Effective date as determined by paragraph 4.1 of the General Provisions all services performed by the Grantee shall be performed at the sole risk of the Grantee. In the event that this Agreement does not become effective, the State shall be under no obligation to pay the Grantee for costs incurred or services performed; however, if this Agreement becomes effective, all costs incurred for the Project prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Agreement.
3. **Effective Date: Completion of Project.** Paragraph 4.2 of the General Provisions is hereby modified to add after the last sentence the following new sentence: The Grantee shall submit a final performance report and a final report of expenditures within 60 days of the Completion Date.
4. **Records and Accounts.** Paragraphs 7.1 and 7.2 of the General Provisions are hereby modified to revise the record retention period from "...seven (7) years after the Completion Date,..." to three (3) years after submission of the Grantee's final financial report, except that if any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
5. **Data; Retention of Data; Access.** Paragraph 9.3 of the General Provisions is hereby replaced with the following: Subject to provisions applicable to federal awards, the Grantee may copyright material that is developed by its staff in the course of or under this Agreement. The Grantee shall grant to the Federal government, and others acting on its behalf, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the material developed under this agreement.
6. **Insurance.** The insurance provisions of paragraph 17 with respect to subcontractors, subgrantees or assignees are waived.

**EXHIBIT B**  
**Scope of Work**

**A. AGREEMENT NO.** NHFG-2023-05

**B. PROJECT TITLE:** "NH T-8-R-3 NEW HAMPSHIRE'S PARTICIPATION IN THE NORTHEAST REGIONAL CONSERVATION NEEDS PROGRAM (RCN 3.0)

**C. PROJECT PERIOD:** April 1, 2023 – March 31, 2028

**D. SCOPE OF WORK:**

**Administration of the Regional Conservation Needs Program**

The Wildlife Management Institute (WMI), as the Grantee, will be responsible for administering the Regional Conservation Needs program (RCN), described and supported through **federal grant NH T-8-R-3 New Hampshire's Participation in the Northeast Regional Conservation Needs Program (RCN 3.0)**, by engaging contractors to perform selected projects as approved by the Northeast Association of Fish and Wildlife Agency (NEAFWA) Directors and directed by the Northeast Fish and Wildlife Diversity Technical Committee (NEFWDTC). WMI shall provide leadership, coordination and administration services for the efficient operation of the RCN program to implement six projects that will contribute to the conservation of Regional Species of Greatest Conservation Need (RSGCN). The approved project work will address needs throughout the USFWS Northeast Region (CT, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV, & D.C.) The RCN approved projects include:

- |           |   |
|-----------|---|
| Project 1 | Overall Grant Administration                      |
| Project 2 | Invertebrate Coordination                         |
| Project 3 | Tiger Beetle status assessment and survey methods |
| Project 4 | Stonefly status assessment                        |
| Project 5 | Northern diamondback terrapin                     |
| Project 6 | Renewable energy white paper/impact analysis      |
| Project 7 | Technical support services                        |

**Project 1: Overall Grant Administration**

**Objective:** To implement six regional conservation projects that will contribute to RSGCN conservation.

**Approach:**

New Hampshire Fish and Game Department (NHFG) will use federal State Wildlife Grant funds to enter into a cooperative agreement with the Wildlife Management Institute (WMI), which for decades has provided administrative services to the states in projects involving multiple jurisdictions. WMI's role is to provide a single source of coordination so that all states can participate equally. This role, engaged in out of necessity, is at the state's request.

In 2007, NEAFWA Directors, Administrators and the Fish and Wildlife Diversity Technical Committee collaborated on the development of a regional conservation initiative. Fiscal and policy

needs were represented by the NEAFWA Directors and Administrators. Technical project development, prioritization and implementation were provided by the Northeast Fish and Wildlife Diversity Technical Committee. WMI provided administrative and coordination services to all three entities. NEAFWA granted WMI an agreement for Services in 2006, 2018 and 2022 to assist the initiative. WMI, acting under the direction of the NEFWDC and the Northeast Directors, will serve as NEAFWA's subrecipient.

The scope of work for this grant was developed by the Northeast Fish and Wildlife Diversity Technical Committee, who will work in cooperation with WMI to implement and manage the award including developing selection criteria and assisting with the review of agreements and contracts to implement the projects identified below. WMI will enter into agreements with subrecipients and contractors, receive invoices and match documentation, provide those invoices to the Project Leads (members of the Northeast Fish and Wildlife Diversity Technical Committee) for review and approval, and after that approval, pay invoices.

The following are examples of administrative functions assumed by WMI:

Compliance with state corporate requirements

1. Secretary of State corporate certification and payment of corporate registration fees in the participating states
2. Attorney General Charitable organization registration in the participating states

Cooperative Agreements

1. Entering into cooperative agreements with participating NEAFWA state agencies.

Sub-award Development

1. Develop RFPs, RFQ's, and LOI's to implement approved project activities or coordinate development of sole source justifications as guided by the NEFWDC
2. Travel to meetings and site visits
3. Document subaward vs. Contractor determination
4. Prepare sub-awards with entities as directed by the NEFWDC Project Lead. Subawards will include all pass-through requirements as described in 2 CFR 200.332.
5. Conduct Risk Assessments for subrecipients
6. Quarterly solicitation of reports from subrecipients
7. Screening of financial and progress statements
8. Distribution of financial statements and documentation to NEFWDC Project Lead for their review and approval
9. Manage review process
10. Breach of contract reimbursement actions

Contracts

1. Develop RFPs, RFQ's, and LOI's to implement approved project activities or coordinate development of sole source justifications as guided by the NEFWDC
2. Travel to meetings and site visits
3. Prepare contracts with entities as directed by the NEFWDC Project Lead
4. Conduct due diligence assessment of sub-contractor capabilities and business practices
5. Quarterly solicitation of reports from contractors
6. Screening of financial and progress statements
7. Distribution of financial statements and documentation to NEFWDC Project Lead for their review and approval
8. Manage review process
9. Breach of contract reimbursement actions

The following apply to both subawards and contracts:

Accounting

1. Quarterly invoice generation to states
2. Quarterly invoice documentation
3. Tracking vendor match and payments, if required
4. Documenting recorded match on invoices to states

Legal

1. Federal requirements
2. Termination
3. Breach of warranty
4. Contract development

Audit

1. Allowable costs
2. Internal control
3. Compliance

Reporting

1. Assist states by providing data to project statements
2. Financial status statements as per request
3. Provide data for Federal Subaward Reporting System and FFATA

WMI will provide the services detailed under Project 1 to support the implementation of the following six regional conservation projects as approved by the Northeast Directors and directed by NEFWDTC:

**Project 2:** Northeast Pollinator and Important SGCN Insect Conservation Action Coordinator

**Project 3:** Comprehensive Conservation Assessment of All Cicindelidae (Tiger Beetles) in the Northeastern Region

**Project 4:** Northeastern USA Status Assessment of SGCN Stoneflies (Insecta, Plecoptera)

**Project 5:** Coordinated Assessment of Northeastern Diamond-backed Terrapin Populations

**Project 6:** Assessing Regional Trends, Effects, and Strategies to Mitigate Impacts and Identifying Data Gaps Regarding Renewable Energy Project Installations

**Project 7:** Technical Services Support for Northeast Fish & Wildlife Diversity Technical Committee (NEFWDTC)

**E. DELIVERABLES SCHEDULE:**

**Performance Progress Reports:** The Grantee shall work with the assigned member(s) of the NEFWDTC to provide required annual performance reports to the NHFG Project Contact within 60 days of the reporting period end date. The first interim Performance Progress Report will cover a reporting period of nine months from the start date of the Prime Agreement. WMI shall submit a final performance report within 60 days of the Completion Date of this Agreement. Performance progress reports shall compare actual accomplishments to the objectives of this Agreement and the Federal award per requirements at 2 CFR 200.329.

**F. KEY PERSONNEL:**

The Grantee's Project Contact is as follows:

Scot Williamson  
Vice President  
Wildlife Management Institute  
4426 VT Route 215 N  
Cabot, VT 05647  
swilliamson@wildlifemgt.org

The Grantee's Fiscal / Administrative Contact is as follows:

Meghan Gilbert  
Grant Management Specialist  
Wildlife Management Institute  
4426 VT Route 215 N  
Cabot, VT 05647  
mgilbart@wildlifemgt.org

**EXHIBIT C  
Method of Payment**

1. New Hampshire Fish and Game Department (NHFG) will contribute federal State Wildlife Grants (SWG) funding equivalent to 4% of the FY 2022 New Hampshire SWG apportionment annually for the grant period of April 1, 2023 – March 31, 2028 and agrees to reimburse the Grantee up to a total of \$112,357 for approved project expenses. Pre-agreement costs beginning March 1, 2023 for otherwise allowable project costs shall be eligible for reimbursement in accordance with the prime award to NHFG. The grant contains seven projects and eligible project costs shall be consistent with those described and approved in the detailed budgets of the prime award.
2. Project costs of the Grantee shall comply with the cost principles applicable to the Grantee's type of organization as required in 2 CFR 200 Subpart E – Cost Principles. Indirect costs shall be allowable in accordance with the Grantee's most recent negotiated rate agreement as required in 2 CFR 200.414. If applicable, the Grantee shall provide NHFG a copy of the most recent rate agreement memorandum it has negotiated with its cognizant Federal agency. Fringe benefits will be reimbursed in accordance with the Grantee's institutional policies and shall be based on such cost and pricing data as are reasonably required to establish the appropriateness of the Grantee's rates.
3. In administration of the RCN program (Project 1), WMI will charge directly for salaries, fringe, and travel. WMI has a provisional federal indirect rate of 33% and is choosing to use a more conservative rate of 30%. WMI will charge indirect on salaries and fringe benefits and contracts, and the first 25,000 of each subaward. As noted in the federal grant budget narrative, WMI will charge 8% to the grant and donate 22% as matching costs.
4. Estimated match will total approximately \$68,699 and shall be generated during the grant period from a variety of sources, including waived indirect, tracked and certified volunteer

contributions, and contributions of time on project tasks from partners. The Grantee shall track and allocate matching costs proportionately for overall RCN administration, as described in the prime award. The Grantee shall document recorded match as required on invoices to NHFG for the New Hampshire share of overall project costs.

5. The Grantee must maintain in its official accounting records an accounting of \$181,056 as the total Federal and non-Federal shares and clearly identify the nature of each expense to establish relatedness to the Agreement.
6. The Grantee shall submit invoices for reimbursement of actual costs in accordance with the prime award budgets as summarized below on a quarterly basis within fifteen (15) days after the end of the quarter. Invoices must show the period for which reimbursement is requested. The invoice must show "current" costs, "cumulative" costs, cost sharing portion of total project costs, and include certification as to truth and accuracy of each invoice in accordance with 2 CFR 200.415.

Year/Project	Prj 1 Admin	Prj 2 Invert. Coord.	Prj 3 Tiger Beetles	Prj 4 Stoneflies	Prj 5 Terrap.	Prj 6 Renew. Energy	Prj 7 Tech. Serv.	Total
1 (2023-24)	6,080	2,407	2,007	2,477	1,651	1,449	5,938	22,009
2 (2024-25)	6,080	2,407	2,007	2,477	1,651	1,449	5,938	22,009
3 (2025-26)	6,080	2,407	2,007	2,477	1,651	1,449	5,938	22,009
4 (2026-27)	6,080	2,407	2,007	2,477	1,651	1,449	5,938	22,009
5 (2027-28)	6,080	2,407	2,007	2,477	1,651	1,449	5,938	22,009
Subtotal	30,399	12,034	10,033	12,386	8,257	7,246	29,689	110,045
Contingency	2,312							2,312
<b>Total RCN</b>	<b>32,711</b>	<b>12,034</b>	<b>10,033</b>	<b>12,386</b>	<b>8,257</b>	<b>7,246</b>	<b>29,689</b>	<b>112,357</b>
<b>Match</b>	<b>16,333</b>	<b>18,887</b>	<b>5,960</b>	<b>6,707</b>	<b>5,216</b>	<b>0</b>	<b>15,597</b>	<b>68,699</b>
<b>Total</b>	<b>49,044</b>	<b>30,921</b>	<b>15,993</b>	<b>19,093</b>	<b>13,473</b>	<b>7,246</b>	<b>45,286</b>	<b>181,056</b>

7. NHFG will pay Grantee based on the invoiced amount of expenses incurred.
8. NHFG will pay properly submitted invoices within 30 days of receipt, except that reimbursement shall not be made until any required reports have been received and approved according to Exhibit B. Deliverables Schedule. The Grantee shall submit its final invoice, which must be marked "Final," no later than 60 days after the end date of this Agreement as specified in block 1.7 – Completion Date. The final invoice shall be the Grantee's final report of expenditures.
9. The Grantee shall document a 35% non-federal share of contractor costs on each invoice as required match to federal funds.
10. The Grantee is authorized to re-budget funds in accordance with the Prime Agreement. NHFG approval is required for any budget revision that requires prior approval under the terms of the Prime Agreement or 2 CFR 200.308. All requests for budget revision approval must be directed to the Authorized NHFG Representatives identified in EXHIBIT D.
11. The Grantee agrees to maintain financial documents necessary to comply with State and Federal regulations, as applicable.
12. Continuation of this agreement for the full project period is subject to availability of federal funds for this purpose. If funding is not available, the Grantee shall be reimbursed on a prorated basis for the project expenses incurred up to the termination date.

13. Upon request by NHFG, the Grantee shall refund any payments received for what a State or Federal audit determines to be unallowable expenditures. The Grantee, however, has the right to establish that any such expenditures are allowable.
14. Any publications or publicity regarding these projects must recognize funding sources and cooperative arrangements with the New Hampshire Fish and Game Department.
15. Invoices shall be submitted by Grantee to:

ATTN: Mike Marchand  
 New Hampshire Fish and Game Department  
 11 Hazen Drive  
 Concord, New Hampshire 03301

**EXHIBIT D**

**I. Federal Award / Subaward Information**

By execution of this agreement, the Wildlife Management Institute (UEI # FDDQCL3HENB4) acknowledges that they are a subrecipient of the New Hampshire Fish and Game Department under the State Wildlife Grants program (ALN #15.634) grant titled "NH T-8-R-3 New Hampshire's Participation in the Northeast Regional Conservation Needs Program (RCN 3.0)" and the corresponding federal assistance award F23AF01032 from the Department of the Interior, Fish and Wildlife Service (Service), with a federal award effective date of April 1, 2023.

Title of Federal Grant/Project:	NH T-8-R-3 New Hampshire's Participation in the Northeast Regional Conservation Needs Program (RCN 3.0)
Federal Grant Number:	F23AF01032
Federal Funding Agency:	United States Fish and Wildlife Service
Assistance Listing Number:	15.634 State Wildlife Grants
Prime Recipient:	State of New Hampshire Fish and Game Department
Federal Award Date:	April 1, 2023
R & D Award:	No
State Grant ID Reference:	T-8-R-3
Period of Performance:	April 1, 2023 - March 31, 2028
Budget Period:	April 1, 2023 - March 31, 2028
Pre-agreement Costs:	Allowable to March 1, 2023
Total Award to NHFG:	\$112,357
Amount this Subaward:	\$112,357
Subrecipient Name:	Wildlife Management Institute
Subrecipient SAM UEI #:	FDDQCL3HENB4
Subrecipient Agreement #:	NHFG-2023-05
Total Awards to Subrecipient:	\$112,357

NHFG Project Contact:  
 Michael Marchand  
 Nongame Program Supervisor  
 NH Fish and Game

NHFG Administrative Contact:  
 Randy Curtis  
 Federal Aid Administrator  
 NH Fish and Game

## 2. Federal Compliances

Federal assistance awards are subject to the terms and conditions incorporated into the award either by direct citation or by reference to the following: Federal regulations; program legislation or regulation; and special award terms and conditions. The Federal regulations applicable to Service recipients and their sub-recipients and contractors are currently found on the Internet at <https://www.doi.gov/grants/doi-standard-terms-and-conditions>. The Grantee shall comply with the following requirements, as applicable:

- a. Program Authorization / Legislation: State Wildlife Grants (ALN# 15.634)
- b. Department of the Interior Financial Assistance Award General Terms and Conditions
- c. 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted pursuant to 2 CFR § 1402.100
- d. 2 CFR Part 25, Universal Identifier and Central Contractor Registration
- e. 2 CFR Part 170, Reporting Subawards and Executive Compensation
- f. 2 CFR Part 175, Award Term for Trafficking in Persons (Term is applicable to private entity subrecipients)
- g. 2 CFR Part 200.322, Procurement of Recovered Materials
- h. 2 CFR Part 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters (Applicable to awards with a total Federal share of more than \$500,000)
- i. 2 CFR Part 1400, Government-wide Debarment and Suspension (Non-procurement)
- j. 2 CFR Part 1401, Requirements for Drug-Free Workplace (Financial Assistance)
- k. 2 CFR Part 1402, Federal Assistance Interior Regulation, supplementing 2 CFR 200 Parts A-D
- l. 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- m. 43 CFR 18, New Restrictions on Lobbying
- n. 41 USC §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection
  - (a) This award, related subawards, and related contracts over the simplified acquisition

threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

- o. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order.

### 3. **Government-wide Debarment and Suspension**

This agreement is subject to Executive Orders 12549 and 12689 "Debarment and Suspension." The Grantee 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 subaward (see 2 CFR 180.200) 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 Grantee must notify the awarding 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

The Grantee hereby certifies per Subpart C of 2 CFR Part 180 that neither the Grantee nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded by any federal department or agency from participating in transactions supported by Federal funds. The Grantee hereby represents that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 CFR Part 180 that implement E.O.s 12549 and 12689 "Debarment and Suspension."

### 4. **Certification Regarding Lobbying**

The Grantee and any subgrantees awarded funds in excess of \$100,000 shall file the declaration required by 31 U.S.C. 1352(b) and implemented for the Department of the Interior through 43 CFR Part 18. Acceptance of this subaward represents the Grantee's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying. Each tier must certify to the tier above that it has not used Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier shall also disclose, if required, any lobbying conducted with non-federal funds in connection with obtaining a federal award. Such disclosures shall be forwarded from tier to tier by completing a "Disclosure of Lobbying Activities" (Form SF-LLL).

**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: 0006322398



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



# Wildlife Management Institute

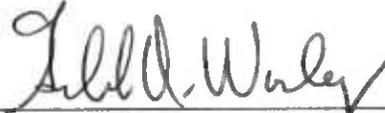
4426 VT Route 215 N, Cabot, VT 05647

## CERTIFICATE OF VOTE

I, Gerard A. Wasley, President of the Wildlife Management Institute (WMI), do hereby certify that:

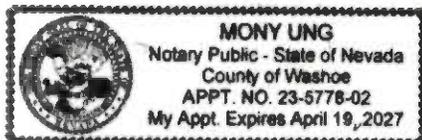
1. Scot Williamson is the Vice President of WMI.
2. The following are true statements of the authority of the Vice President to represent the corporation as discussed at the annual meeting of the Board of Directors of the Wildlife Management Institute, Incorporated convened at 3:30 p.m. on January 31, 2008 in the Diamond Room of the Las Vegas Convention Center, Las Vegas, NV and subsequently approved by fax ballot.
3. The duties of the Vice President include the general administration of WMI funds, including execution of contracts on behalf of the corporation. WMI hereby enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.
4. The Vice President is authorized on behalf of the WMI Board of Directors to enter into a contract with the State and to 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, June 26, 2023.

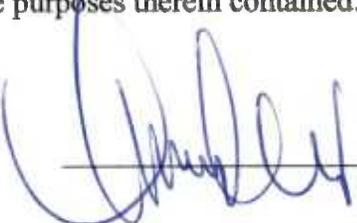
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the WMI this 2<sup>nd</sup> day of Oct, 2023.

  
\_\_\_\_\_  
Gerard A. Wasley, President

State of Nevada, County of Washoe

On this 2<sup>nd</sup> day of Oct, 2023 before me  
\_\_\_\_\_  
the undersigned officer, personally appeared Gerard A. Wasley, who has 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.



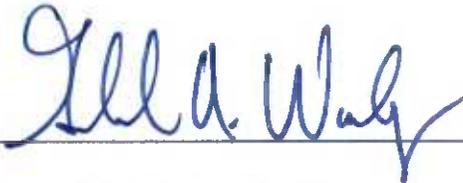
  
\_\_\_\_\_

## CERTIFICATE

I, Gerard A. Wasley, President of the WMI, do hereby certify that:

1. Scot Williamson occupied the position of Vice President of the WMI on June 26, 2023
2. Scot Williamson is currently the Vice President of the WMI.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the WMI this 2<sup>nd</sup>  
day of Oct, 2023.

A handwritten signature in blue ink that reads "Gerard A. Wasley". The signature is written in a cursive style and is positioned above a horizontal line.

Gerard A. Wasley, President

