

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 5, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

Dear Governor Sununu and Honorable Council,

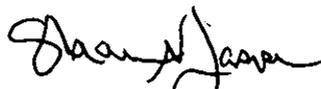
REQUESTED ACTIONRetroactive

Authorize the New Hampshire Department of Agriculture, Markets & Food, Division of Pesticide to amend a grant with the Rockingham County Conservation District ("Grantee") VC #154584, for the *Odiorne Point State Park Habitat Restoration, 2020 Advancing Towards Frost Point*, extending the completion date from December 31, 2020 to June 30, 2021. No additional funding is involved in this time extension. The Governor and Executive Council on June 10, 2020, item #54, approved the original grant. 100% Other Funds – Integrated Pest Management

EXPLANATION

The New Hampshire Department of Agriculture, Markets & Food, Division of Pesticide Control is requesting approval of this amendment to the contract in order to provide Rockingham County Conservation District additional time to complete the agreed upon scope of services. The extension of the grant completion date is necessary to allow Rockingham County Conservation District to complete the necessary due diligence for the project. Based on information from Rockingham County Conservation District the Department of Agriculture, Markets & Food is confident that the project will be completed.

Respectfully Submitted,



Shawn N. Jasper
Commissioner

**Agreement for Services with Rockingham County Conservation District
Amendment No. 1 for Project #2020-03 Odiorne State Park Habitat Restoration**

This Agreement (hereinafter called the "Amendment") dated this 20th day of November, 2020, is by and between the State of New Hampshire (hereinafter referred to as the "State") and the Rockingham County Conservation District (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 10, 2020, the Contractor agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Contractor and the State have agreed to amend the Agreement in certain respects;

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - i) The completion date set forth in the Proposal shall be extended to June 30, 2021.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment 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 Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

[Signature on Following Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Rockingham County Conservation District

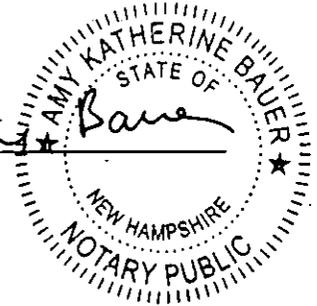
By Cynthia W. Smith - Vice Chairman
Name / Title

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this the 23 day of November 2020, before the undersigned officer, personally appeared Cynthia W. Smith who acknowledged himself/herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

Amy Katherine Bauer



My Commission Expires: 10/17/2023

THE STATE OF NEW HAMPSHIRE
Department of Agriculture

By Shawn N. Jasper
Shawn N. Jasper, Commissioner

12/14/2020
Date

Approved by Attorney General this 11th day of February, 2020

OFFICE OF ATTORNEY GENERAL

By Glenn M. Mason

CERTIFICATE of AUTHORITY

I, Joanna Pellerin, Secretary of the Rockingham County Conservation District do hereby certify that:

- 1. I am the duly elected Secretary;
- 2. at the meeting held on January 20, 2021 the Rockingham County Conservation District voted to accept New Hampshire Department of Agriculture, Markets & Food Integrated Pest Management Program (IPM) funds and to amend a contract with the New Hampshire, Department of Agriculture, Markets and Foods;
- 3. the Rockingham County Conservation District further authorized the Vice Chair to execute any documents which may be necessary for this contract;
- 4. this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. the following person has been appointed to and now occupies the office indicated in (3) above:

Cynthia Smith, _____ Vice Chair _____

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District this 4th day of February, 2021.

Joanna Pellerin
Signature Certifying Officer

JOANNA PELLERIN
Print Certifying Officer Name

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 4th day of February, 2021 before me

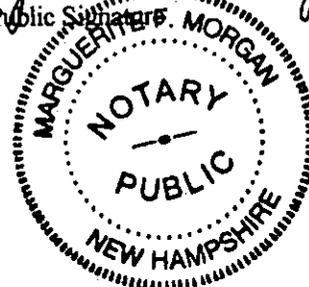
Marguerite J. Morgan
Notary Public

The undersigned officer, personally appeared Joanna Pellerin who acknowledged herself to be the Secretary of the Rockingham County Conservation District being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Commission Expiration Date:
(Seal) 7-27-2023

Marguerite J. Morgan
Notary Public Signature



New Hampshire
Department of Agriculture,
Markets & Food

RQ 204362
11424767
CE #1074603

6/10/2020
#54 Agenda
Approved
Shawn N. Jasper, Commissioner

April 27, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Agriculture, Markets & Food, Division of Pesticide Control to grant funds and enter into a Cooperative Project Agreement, in the amount of \$15,640 with the Rockingham County Conservation District, vendor #154584, for the advancement of agricultural research and to assist in the promotion of Integrated Pest Management practices in New Hampshire, for the period from Governor and Council approval through December 31, 2020. 100% Other Funds.

Funding is available for FY 2021 in account, Integrated Pest Management, as follows:
02-18-18-183010-21820000 INTEGRATED PEST MANAGEMENT

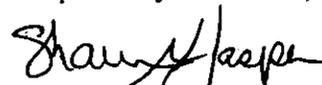
OBJECT

<u>CLASS</u>	<u>ACCOUNT</u>	<u>FY 2021</u>	<u>Total</u>
075-500590	Grants and Subsidies	\$15,640	\$15,640

EXPLANATION

The New Hampshire Department of Agriculture, Markets and Food (NHDAMF), Division of Pesticide Control in fulfilling its responsibilities under the Integrated Pest Management (IPM) Program, RSA 430:50; to promote the principles of IPM and assist New Hampshire citizens to advance the practice of such principles, has reviewed the project, "*Odiorne Point State Park Habitat Restoration 2020 Advancing Towards Frost Point*", and finds it exemplifies good practices associated with Integrated Pest Management. The research and educational aspects associated with this project and the efforts of the Rockingham County Conservation District will identify methods to manage invasive plants in state parks. Experience and results of this project serve the benefit of all citizens of New Hampshire. The attachment includes a summary of the project and the dollar amount associated with each component.

Respectfully submitted,



Shawn N. Jasper
Commissioner

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.

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 UN
Date 4/14/20

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.

**Exhibit A
Services**

Rockingham County Conservation District will conduct the project, as described in Exhibit D, *Odiorne Point State Park Habitat Restoration 2020 Advancing Towards Frost Point* and further the principles and practice of Integrated Pest Management.

Rockingham County Conservation District shall submit a final narrative no more than 30 (thirty) days following the completion date of the project.

The final narrative shall include:

- a. a detailed itemized budget;
- b. a complete portfolio of outreach and educational materials;
- c. an evaluation of the effectiveness of the program; and
- d. the overall success of the program.

**Exhibit B
Grant Amount, Method of Payment, and Payment Terms**

Payment of this grant will be made in the entire sum of \$15,640.00. The New Hampshire Department of Agriculture, Markets & Food will process the payment request through the accounting system and mail the check directly to the grantee; which could take up to thirty (30) days. Payment is to be made for items described in original Integrated Pest Management Project Proposal, Rockingham County Conservation District Itemized Budget.

Total payments under this project shall not exceed \$15,640.00 for the period ending December 31, 2020.

Unspent funds are to be refunded to the New Hampshire Department of Agriculture, Markets & Food.

**Exhibit C
Insurance Provision**

Attachment.

**Exhibit D
Project Proposal**

Attachment.

Contractor Initials UN
Date 4/14/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2019

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 Cross Insurance-Meredith 45 NH Route 25 Meredith NH 03253	CONTACT NAME: Ann Hebert PHONE (A/C, No, Ext): (603) 279-8122 E-MAIL ADDRESS: ahebert@crossagency.com	FAX (A/C, No): (603) 279-8878
	INSURER(S) AFFORDING COVERAGE	
INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833-6614	INSURER A: Ohio Security Ins Co	NAIC # 24082
	INSURER B: Safety Insurance Co	39454
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1972985548 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEM. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		BKS(20)57752315	07/08/2019	07/08/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYMENT \$ 100,000	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		CNH 8235245 03	08/28/2018	08/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	XWS(20)57752315	07/08/2019	07/08/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to policy for exclusionary endorsements and special provisions. New Hampshire Workers' Compensation = Executive Officers or Members excluded are: Robert Goodrich, Richard Lutz and Joanna Pellerin.

CERTIFICATE HOLDER NH Department of Agriculture Markets & Food PO Box 2042 25 Capitol Street Concord Concord NH 03302-2042	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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ADDITIONAL COVERAGES

Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description Catastrophe-other than cert acts of terrorism	Coverage Code CATAS	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$29.00				
Ref #	Description Terrorism	Coverage Code TERO	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$29.00				
Ref #	Description Price Point Modification Factor	Coverage Code PPMF	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$33.00				
Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium \$160.00				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
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Premium				
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

CERTIFICATE of AUTHORITY

I, Joanna Pellerin, Secretary of the Rockingham County Conservation District do hereby certify that:

- 1. I am the duly elected Secretary;
- 2. at the meeting held on March 11, 2020, the Rockingham County Conservation District voted to accept New Hampshire Department of Agriculture, Markets & Food Integrated Pest Management Program (IPM) funds and enter into a contract with the New Hampshire, Department of Agriculture, Markets and Foods;
- 3. the Rockingham County Conservation District further authorized the District Manager to execute any documents which may be necessary for this contract;
- 4. this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. the following person has been appointed to and now occupies the office indicated in (3) above:

Vicky Nelson, _____

District Manager _____

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District this 14th day of APRIL, 2020.

Joanna Pellerin
Signature Certifying Officer

JOANNA PELLERIN
Print Certifying Officer Name

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 14th day of April, 2020 before me

Alena R. Warren
Notary Public

The undersigned officer, personally appeared Joanna Pellerin who acknowledged herself to be the Secretary of the Rockingham County Conservation District being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Alena R. Warren
Notary Public Signature

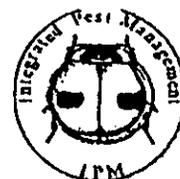
Commission Expiration Date:
(Seal)

ALENA R. WARREN, Notary Public
My Commission Expires February 6, 2024





IPM GRANT APPLICATION



The following is the official application for requesting Integrated Pest Management Program grant funds. Proposals must be typed and submissions made on this form with additional attachments provided if necessary. Deliver four (4) copies to the Division of Pesticide Control. Provide a complete list of all persons involved in the proposed project; include the names, addresses and phone numbers of the individuals.

The New Hampshire IPM Grant Fund is limited. Rewards are considered to those whose proposals most represent the intention and spirit of the IPM Program and whose applications are received the soonest. Applications should be submitted to the Division of Pesticide Control no later than November 1. Be advised that complete processing time may exceed 90 days. Those persons whose projects are selected to receive grant money will be required to complete a grant agreement before any distribution of funds. The grant agreement must include a complete, detailed, and itemized budget.

Project Title: Odiome Point State Park Habitat Restoration 2020 Advancing Towards Frost Point

Applicant's Organization: Rockingham County Conservation District

Contact Person: Vicky Nelson, District Manager

Signature: *Vicky Nelson*

Mailing Address: 110 North Rd

City: Epping State: NH Zip: 03833

Telephone: day 603-679-2790 evening cell: 608-8632

fax 603-679-2860 email Vicky@RockinghamCCD.org

Starting and Ending Dates: June 1, 2020 - December 31, 2020

Grant Amount Requested: \$ 15,640.00

ROCKINGHAM COUNTY CONSERVATION DISTRICT
IPM GRANT APPLICATION 2020

ODIORNE POINT STATE PARK
HABITAT RESTORATION 2020
ADVANCING TOWARDS FROST POINT

Contact: Vicky Nelson, District Manager

Signature: 

Project Contact: Tracy Degnan, Senior Project Manager

Mailing Address: RCCD, 110 North Rd, Brentwood, NH 03833

Telephone: 603-679-2790

Starting and Ending Dates: June 1, 2020- December 31, 2020

Grant Amount Requested: \$15,640

2019 Cut-Stump treatment of Oriental bittersweet at Odiorne Point State Park



I. Itemized Budget

Task	Staff	Supplies	Mileage	Total
Coordination & planning	\$1,500.00	\$0.00	\$180.00	\$1,680.00
Invasive species removals	\$7,500.00	\$1,500.00	\$500.00	\$9,500.00
Seeding/planting	\$750.00	\$800.00	\$90.00	\$1,640.00
Outreach to at least three organizations/agencies	\$1,500.00	\$200.00	\$180.00	\$1,880.00
Project evaluation & reporting, DAMF special permit reporting	\$750.00	\$100.00	\$90.00	\$940.00
TOTAL	\$12,000.00	\$2,600.00	\$1040.00	\$15,640.00

II. Project Goals

The goals of this project are: 1) to use IPM techniques refined from over a decade of work at Odiorne Point State Park to initiate habitat restoration on 6 +/- new acres. These acres will connect areas previously treated by RCCD adjacent to the Battery Seaman bunker (Field 9) and moving northerly toward Frost Point, and to adjacent sensitive wetland areas within a dry coastal forest, and; 2) to provide targeted follow-up work where it is most needed within 132 +/- acres of the park where restoration work has already been initiated.

New restoration initiatives are shown on the attached Odiorne Point State Park IPM Proposed Habitat Restoration 2020 map, highlighted in dark pink as Proposed New Treatment. These areas are the remainder of Field 12 and Field 8 that are adjacent to Field 9 (Battery Seaman) within a coastal dry forest that contains freshwater wetland complexes. Given the abundance of sizable native plants that were found buffering the coastal salt pond in 2019, additional targeted control will take place here again. During 2019, RCCD increased the number of hours spent on cut-stump and basal-bark applications in various areas of the park to lessen the future seed source, and eliminate any off target impacts. We believe it has been time well spent. Portions of these proposed habitats contain sensitive areas and also include dense and sizable native shrubs and trees including bayberry, red cedar, highbush blueberry, Virginia rose, ninebark, choke cherry, black cherry, and even remnant apple and pear trees. It is anticipated that the wetland and other sensitive areas will be limited to careful hand control, as these areas have been and will continue to be ideal coastal shrubland habitat for many wildlife species.

Targeted follow-up work has always been prioritized based on ecological significance and cost/benefit considerations. Highest on the priority list for follow-up would be the 4.5 acre historic bunker ("Battery Seaman", Field 9 on the attached map) that, in the past, served as a hibernaculum for the federally threatened northern long-eared bat (*Myotis septentrionalis*) and state endangered little brown bat (*Myotis lucifugus*) and for which restoration work was funded by an IPM grant in 2018.

Follow-up work specifically related to the Battery Seaman restoration includes restoration of native vegetation that will provide better flight and/or travel corridors and roosting sites and may also positively influence native insect populations that support bats. RCCD is currently working to prepare this site for native species plantings that include shagbark hickory and sugar

maple. Many of the seeds were collected on site, and will be grown by the NH State Nursery. RCCD anticipates that 2-3 year old seedlings will be ready for planting by 2021-2022.

In addition to the Battery Seaman, follow-up work will be most focused on limited areas where restoration work was initiated in 2016 or prior, as depicted on the attached map Existing and Proposed Odiorne Point State Park Restoration Partnership 2009-2020. An additional area that will be investigated for future restoration is the buffer between Route 1A and the bike-path that ranges from 50-100' in width along the entire southern boundary of the park adjacent to the north side of Route 1A. RCCD anticipates partnering with the NH Department of Natural and Cultural Resources (NH DNCR) and likely NH Department of Transportation (NH DOT) to establish native pollinator friendly stretches along Route 1A. It is expected this will increase safe sight distance, and present a more accessible and aesthetically pleasing gateway to the park.

Additional funding for both new and follow-up work is currently being sought. A coastal restoration planning funding request was recently presented to the NH State Conservation Committee (NH SCC) (Sept, 2019). It is expected that the NH Coastal Program will again assist with funding for planning and additional habitat restoration efforts proposed at the park in 2020. The NH DNCR will also work in partnership with RCCD to secure additional funds to cover further mechanical removals (excavator with boom mounted mulching drum mower) within appropriate portions of Field 8 and Field 12, as well as funds for planning and additional outreach objectives for the park.

III. Project Objectives

We will use IPM techniques including cutting, mowing, basal-bark and cut-stump applications, foliar herbicide applications, as well as seeding and/or planting with native vegetation to achieve the goals of this project. We consider the life cycles of the invasive species (e.g., time of susceptibility and time of seed production) in conjunction with the life cycles of non-target vegetation and wildlife species to maximize positive benefits while minimizing environmental impacts. We will consider not only herbicide impacts, but the impacts and types of planted species on the native vegetation and wildlife. RCCD has already established areas in several different habitats that require careful hand control, using basal bark and/or cut-stem practices. RCCD spent many hours in 2019 to achieve this vigilant control, which we believe will ultimately protect native plant species, while considerably reducing the quantity and dispersal of invasive seed sources.

IV. Economic and Environmental Impact

This project will have both positive economic and environmental impacts, and this has been well documented during our tenure at the park. It provides improved educational opportunities and aesthetics of the park, provides positive impacts to wildlife and wildlife habitat, including the federally threatened Northern long-eared bat, and prevents losses of resources already invested in adjacent restored habitats by reducing the availability and dispersal of invasive seeds.

Expected positive benefits include improving habitat for wildlife, including benefits for a number of rare plant, animal, and insect species while reducing seed sources that otherwise would be likely to reinvade sensitive habitats that have recently been restored at the park.

V. Accomplishment of Goals

- a. Coordinate with stakeholders including NH Fish and Game and US Fish and Wildlife experts, NH DNCR personnel, NH DES, Coastal Program, and the NH Department of Agriculture, Markets and Foods Invasive Species Coordinator.
- b. Perform invasive mechanical and chemical invasive species removals using IPM techniques.
- c. Plant and seed treated areas except where nearby mature native species appear to provide adequate seed sources.
- d. Prepare at least one press release about the project; provide tours of the project to school groups and other interested groups. Include the project in any presentations to professional organizations, the Odiorne Resource Management Committee, town boards, or other interested parties.

VI. Sampling Methods and Evaluation

Long term monitoring will be completed by comparing detailed baseline vegetation mapping with native vegetation as it becomes established. Some baseline mapping was already completed by the RCCD in 2014 as part of the 2010 Invasive Plant Management Plan Addendum. The RCCD in partnership with the NH DNCR is also finalizing an Operations and Maintenance plan outlining the history of management activities, and recommended practices for each habitat type. RCCD has been working on restoration efforts with our partners throughout the park since 2009, with the expectation that we will be involved well into the future until all native plant habitats have been restored and stabilized.

VII. Sharing of Results

The informative brochure completed with assistance from the NH DAMF, 2019 IPM grant intended for park-users describing the work we are doing and the principles of IPM will be finalized in 2019, and will again be distributed for outreach events. RCCD is now being requested to complete multiple presentations to professional groups and town boards, and will include updates on the work proposed in this application. Recent presentations held at Odiorne Point State Park in 2019 include the NH Association of Natural Resource Scientists, the NH Landscapers Association, NH UNH Cooperative Extension, Marine Docents, and NH DNCR, State Lands Management Team. Our work from the proposed project will be shared as part of these types of presentations. We also hold tours with school groups and other organizations, including some groups that are working volunteers and get to see firsthand how their work has positive impacts. Many of the groups are invested in the restoration efforts at Odiorne, and some come back year after year to continue to assist with our habitat restoration goals.



Field 12 spot treatment eastern boundary, July 2019



Field 12, results, western boundary, August 2019

Existing and Proposed Odiorne Point State Park Restoration Partnership 2009-2020

Exhibit D Project Proposal Page 8



Parcel #	Acres	Description
1-	2.0	Moist Coastal Forest
2-	6.0	Salt Marsh
3-	3.8	Beach & Dune
4-	1.3	Shrubland
5-	14.6	Moist Coastal Forest
6-	8.5	Shrubland
7-	1.9	Plotting Room
8-	10.1	Dry Coastal Forest
9-	4.0	Battery Seaman
10-	8.5	Barrier Wetland
11-	0.4	Coastal Rocky Headland
12-	13.1	Maritime Shrubland
13-	7.1	Moist Coastal Forest
14-	5.7	Maritime Shrubland
15-	21.1	Recreation Land
17-	2.8	Maritime Shrubland
18-	7.2	Maritime Shrubland
19-	0.8	Freshwater Pond
20-	3.7	Maritime Shrub Swamp
21-	1.3	Maritime Shrubland
22-	23.3	Salt Marsh
23-	4.8	Recreation Land
24-	26.3	Moist Coastal Forest
25-	5.1	Rocky Headland
26-	26.2	Salt Marsh
27-	5.2	Beach & Dune
29-	1.3	Barrier Wetland
30-	3.0	Moist Coastal Forest
31-	3.5	Dry Coastal Forest

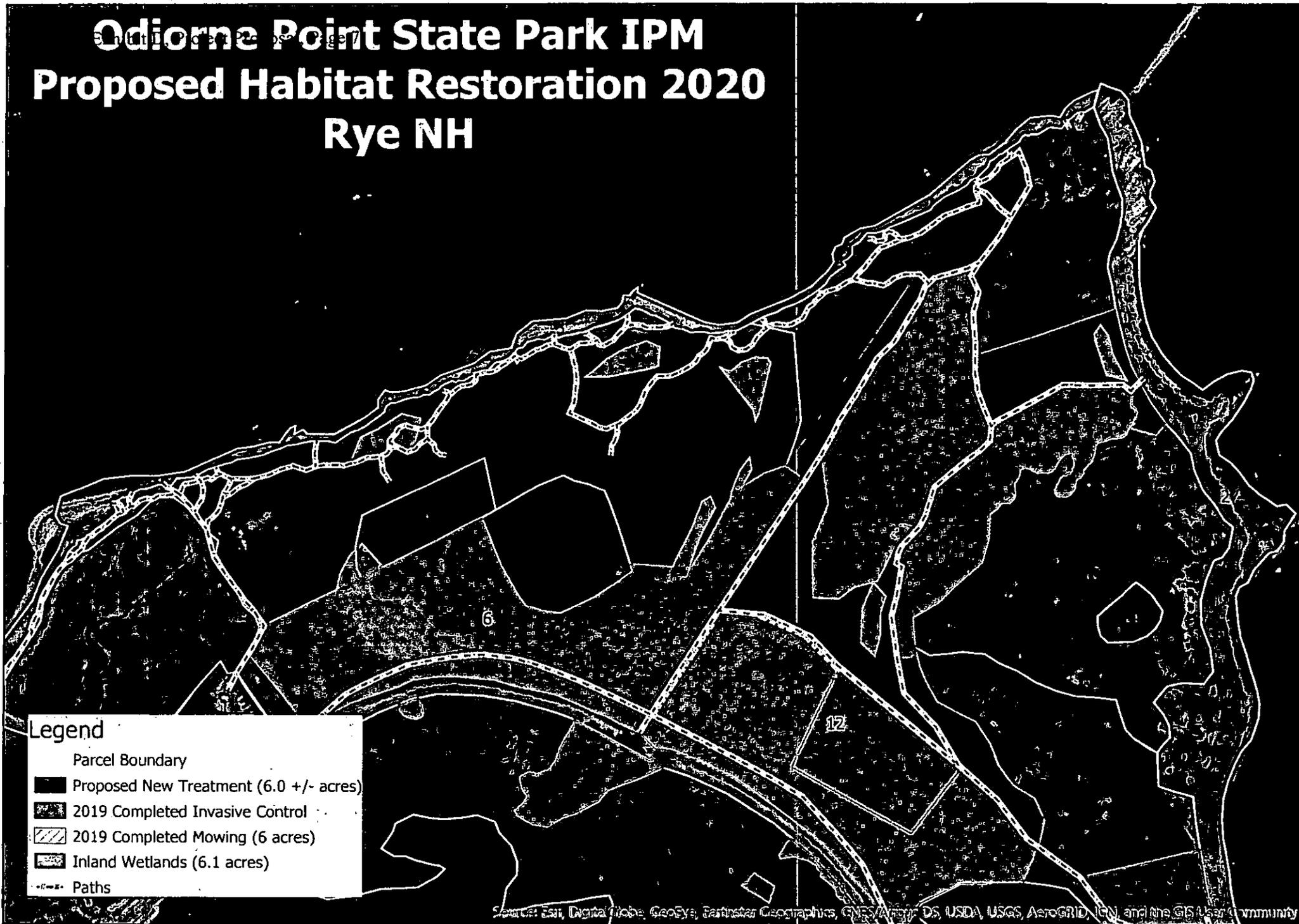
Year of Phase Initiation

- Parcel Boundary
- 2020 Proposed (6.0 +/- ac)
- 2019 (5 ac)
- ▨ 2019 (6 ac)
- 2018 (50.5 ac)
- ▨ 2017 (6.8 ac)
- ▨ 2016 (5.0 ac)
- ▨ 2016 (22.7 ac)
- 2015 (2.8 ac)
- 2012 (13.7 ac)
- ▨ 2010 (28.0 ac)
- ▨ 2009 (3.6 ac)

0 0.15 0.3 0.6 Miles



Odiorne Point State Park IPM Proposed Habitat Restoration 2020 Rye NH



237.5 475 950 Feet



Map compiled by the Rockingham County Conservation District October, 2019.

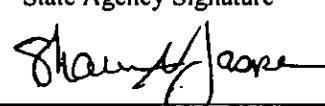
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Agriculture, Markets & Food		1.2 State Agency Address 25 Capitol Street, PO Box 2042 Concord, NH 03302-2042	
1.3 Contractor Name Rockingham County Conservation District		1.4 Contractor Address 110 North Road Epping, NH 03833	
1.5 Contractor Phone Number (603) 679-2790	1.6 Account Number 21820000	1.7 Completion Date December 31, 2020	1.8 Price Limitation \$15,640
1.9 Contracting Officer for State Agency David J. Rousseau		1.10 State Agency Telephone Number (603) 271-3640	
1.11 Contractor Signature  Date: 4/14/20		1.12 Name and Title of Contractor Signatory Vicky Nelson, District Manager	
1.13 State Agency Signature  Date: 5/7/2020		1.14 Name and Title of State Agency Signatory Shawn N. Jasper, Commissioner	
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: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Contractor Initials VN
 Date 4/14/20

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.

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, 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.

**Exhibit A
Services**

Rockingham County Conservation District will conduct the project, as described in Exhibit D, *Odiorne Point State Park Habitat Restoration 2020 Advancing Towards Frost Point* and further the principles and practice of Integrated Pest Management.

Rockingham County Conservation District shall submit a final narrative no more than 30 (thirty) days following the completion date of the project.

The final narrative shall include:

- a. a detailed itemized budget;
- b. a complete portfolio of outreach and educational materials;
- c. an evaluation of the effectiveness of the program; and
- d. the overall success of the program.

Exhibit B

Grant Amount, Method of Payment, and Payment Terms

Payment of this grant will be made in the entire sum of \$15,640.00. The New Hampshire Department of Agriculture, Markets & Food will process the payment request through the accounting system and mail the check directly to the grantee; which could take up to thirty (30) days. Payment is to be made for items described in original Integrated Pest Management Project Proposal, Rockingham County Conservation District Itemized Budget.

Total payments under this project shall not exceed \$15,640.00 for the period ending December 31, 2020.

Unspent funds are to be refunded to the New Hampshire Department of Agriculture, Markets & Food.

**Exhibit C
Insurance Provision**

Attachment.

**Exhibit D
Project Proposal**

Attachment.

Contractor Initials VN
Date 4/14/20

CERTIFICATE of AUTHORITY

I, Joanna Pellerin, Secretary of the Rockingham County Conservation District do hereby certify that:

- 1. I am the duly elected Secretary;
- 2. at the meeting held on March 11, 2020, the Rockingham County Conservation District voted to accept New Hampshire Department of Agriculture, Markets & Food Integrated Pest Management Program (IPM) funds and enter into a contract with the New Hampshire, Department of Agriculture, Markets and Foods;
- 3. the Rockingham County Conservation District further authorized the District Manager to execute any documents which may be necessary for this contract;
- 4. this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- 5. the following person has been appointed to and now occupies the office indicated in (3) above:

Vicky Nelson, _____

District Manager _____

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District this 14th day of ~~March~~ ^{APRIL}, 2020.

Joanna Pellerin
Signature Certifying Officer

JOANNA PELLERIN
Print Certifying Officer Name

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 14th day of April, 2020 before me

Alena R. Warren
Notary Public

The undersigned officer, personally appeared Joanna Pellerin who acknowledged herself to be the Secretary of the Rockingham County Conservation District being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Alena R. Warren
Notary Public Signature

Commission Expiration Date:
(Seal)

ALENA R. WARREN, Notary Public
My Commission Expires February 6, 2024



IPM GRANT APPLICATION



The following is the official application for requesting Integrated Pest Management Program grant funds. Proposals must be typed and submissions made on this form with additional attachments provided if necessary. Deliver four (4) copies to the Division of Pesticide Control. Provide a complete list of all persons involved in the proposed project; include the names, addresses and phone numbers of the individuals.

The New Hampshire IPM Grant Fund is limited. Rewards are considered to those whose proposals most represent the intention and spirit of the IPM Program and whose applications are received the soonest. Applications should be submitted to the Division of Pesticide Control no later than November 1. Be advised that complete processing time may exceed 90 days. Those persons whose projects are selected to receive grant money will be required to complete a grant agreement before any distribution of funds. The grant agreement must include a complete, detailed, and itemized budget.

Project Title: Odiorne Point State Park Habitat Restoration 2020 Advancing Towards Frost Point

Applicant's Organization: Rockingham County Conservation District

Contact Person: Vicky Nelson, District Manager

Signature: *Vicky Nelson*

Mailing Address: 110 North Rd

City: Epping State: NH Zip: 03833

Telephone: day 603-679-2790 evening cell: 608-8632

fax 603-679-2860 email Vicky@RockinghamCCD.org

Starting and Ending Dates: June 1, 2020 - December 31, 2020

Grant Amount Requested: \$ 15,640.00

ROCKINGHAM COUNTY CONSERVATION DISTRICT
IPM GRANT APPLICATION 2020

ODIORNE POINT STATE PARK
HABITAT RESTORATION 2020
ADVANCING TOWARDS FROST POINT

Contact: Vicky Nelson, District Manager

Signature: *Vicky Nelson*

Project Contact: Tracy Degnan, Senior Project Manager

Mailing Address: RCCD, 110 North Rd, Brentwood, NH 03833

Telephone: 603-679-2790

Starting and Ending Dates: June 1, 2020- December 31, 2020

Grant Amount Requested: \$15,640

2019 Cut-Stump treatment of Oriental bittersweet at Odiorne Point State Park



I. Itemized Budget

Task	Staff	Supplies	Mileage	Total
Coordination & planning	\$1,500.00	\$0.00	\$180.00	\$1,680.00
Invasive species removals	\$7,500.00	\$1,500.00	\$500.00	\$9,500.00
Seeding/planting	\$750.00	\$800.00	\$90.00	\$1,640.00
Outreach to at least three organizations/agencies	\$1,500.00	\$200.00	\$180.00	\$1,880.00
Project evaluation & reporting, DAMF special permit reporting	\$750.00	\$100.00	\$90.00	\$940.00
TOTAL	\$12,000.00	\$2,600.00	\$1040.00	\$15,640.00

II. Project Goals

The goals of this project are: 1) to use IPM techniques refined from over a decade of work at Odiorne Point State Park to initiate habitat restoration on 6 +/- new acres. These acres will connect areas previously treated by RCCD adjacent to the Battery Seaman bunker (Field 9) and moving northerly toward Frost Point, and to adjacent sensitive wetland areas within a dry coastal forest, and; 2) to provide targeted follow-up work where it is most needed within 132 +/- acres of the park where restoration work has already been initiated.

New restoration initiatives are shown on the attached Odiorne Point State Park IPM Proposed Habitat Restoration 2020 map, highlighted in dark pink as Proposed New Treatment. These areas are the remainder of Field 12 and Field 8 that are adjacent to Field 9 (Battery Seaman) within a coastal dry forest that contains freshwater wetland complexes. Given the abundance of sizable native plants that were found buffering the coastal salt pond in 2019, additional targeted control will take place here again. During 2019, RCCD increased the number of hours spent on cut-stump and basal-bark applications in various areas of the park to lessen the future seed source, and eliminate any off target impacts. We believe it has been time well spent. Portions of these proposed habitats contain sensitive areas and also include dense and sizable native shrubs and trees including bayberry, red cedar, highbush blueberry, Virginia rose, ninebark, choke cherry, black cherry, and even remnant apple and pear trees. It is anticipated that the wetland and other sensitive areas will be limited to careful hand control, as these areas have been and will continue to be ideal coastal shrubland habitat for many wildlife species.

Targeted follow-up work has always been prioritized based on ecological significance and cost/benefit considerations. Highest on the priority list for follow-up would be the 4.5 acre historic bunker ("Battery Seaman", Field 9 on the attached map) that, in the past, served as a hibernaculum for the federally threatened northern long-eared bat (*Myotis septentrionalis*) and state endangered little brown bat (*Myotis lucifugus*) and for which restoration work was funded by an IPM grant in 2018.

Follow-up work specifically related to the Battery Seaman restoration includes restoration of native vegetation that will provide better flight and/or travel corridors and roosting sites and may also positively influence native insect populations that support bats. RCCD is currently working to prepare this site for native species plantings that include shagbark hickory and sugar

maple. Many of the seeds were collected on site, and will be grown by the NH State Nursery. RCCD anticipates that 2-3 year old seedlings will be ready for planting by 2021-2022.

In addition to the Battery Seaman, follow-up work will be most focused on limited areas where restoration work was initiated in 2016 or prior, as depicted on the attached map Existing and Proposed Odiorne Point State Park Restoration Partnership 2009-2020. An additional area that will be investigated for future restoration is the buffer between Route 1A and the bike-path that ranges from 50-100' in width along the entire southern boundary of the park adjacent to the north side of Route 1A. RCCD anticipates partnering with the NH Department of Natural and Cultural Resources (NH DNCR) and likely NH Department of Transportation (NH DOT) to establish native pollinator friendly stretches along Route 1A. It is expected this will increase safe sight distance, and present a more accessible and aesthetically pleasing gateway to the park.

Additional funding for both new and follow-up work is currently being sought. A coastal restoration planning funding request was recently presented to the NH State Conservation Committee (NH SCC) (Sept, 2019). It is expected that the NH Coastal Program will again assist with funding for planning and additional habitat restoration efforts proposed at the park in 2020. The NH DNCR will also work in partnership with RCCD to secure additional funds to cover further mechanical removals (excavator with boom mounted mulching drum mower) within appropriate portions of Field 8 and Field 12, as well as funds for planning and additional outreach objectives for the park.

III. Project Objectives

We will use IPM techniques including cutting, mowing, basal-bark and cut-stump applications, foliar herbicide applications, as well as seeding and/or planting with native vegetation to achieve the goals of this project. We consider the life cycles of the invasive species (e.g., time of susceptibility and time of seed production) in conjunction with the life cycles of non-target vegetation and wildlife species to maximize positive benefits while minimizing environmental impacts. We will consider not only herbicide impacts, but the impacts and types of planted species on the native vegetation and wildlife. RCCD has already established areas in several different habitats that require careful hand control, using basal bark and/or cut-stem practices. RCCD spent many hours in 2019 to achieve this vigilant control, which we believe will ultimately protect native plant species, while considerably reducing the quantity and dispersal of invasive seed sources.

IV. Economic and Environmental Impact

This project will have both positive economic and environmental impacts, and this has been well documented during our tenure at the park. It provides improved educational opportunities and aesthetics of the park, provides positive impacts to wildlife and wildlife habitat, including the federally threatened Northern long-eared bat, and prevents losses of resources already invested in adjacent restored habitats by reducing the availability and dispersal of invasive seeds.

Expected positive benefits include improving habitat for wildlife, including benefits for a number of rare plant, animal, and insect species while reducing seed sources that otherwise would be likely to reinvade sensitive habitats that have recently been restored at the park.

V. Accomplishment of Goals

- a. Coordinate with stakeholders including NH Fish and Game and US Fish and Wildlife experts, NH DNCR personnel, NH DES, Coastal Program, and the NH Department of Agriculture, Markets and Foods Invasive Species Coordinator.
- b. Perform invasive mechanical and chemical invasive species removals using IPM techniques.
- c. Plant and seed treated areas except where nearby mature native species appear to provide adequate seed sources.
- d. Prepare at least one press release about the project; provide tours of the project to school groups and other interested groups. Include the project in any presentations to professional organizations, the Odiorne Resource Management Committee, town boards, or other interested parties.

VI. Sampling Methods and Evaluation

Long term monitoring will be completed by comparing detailed baseline vegetation mapping with native vegetation as it becomes established. Some baseline mapping was already completed by the RCCD in 2014 as part of the 2010 Invasive Plant Management Plan Addendum. The RCCD in partnership with the NH DNCR is also finalizing an Operations and Maintenance plan outlining the history of management activities, and recommended practices for each habitat type. RCCD has been working on restoration efforts with our partners throughout the park since 2009, with the expectation that we will be involved well into the future until all native plant habitats have been restored and stabilized.

VII. Sharing of Results

The informative brochure completed with assistance from the NH DAMF, 2019 IPM grant intended for park-users describing the work we are doing and the principles of IPM will be finalized in 2019, and will again be distributed for outreach events. RCCD is now being requested to complete multiple presentations to professional groups and town boards, and will include updates on the work proposed in this application. Recent presentations held at Odiorne Point State Park in 2019 include the NH Association of Natural Resource Scientists, the NH Landscapers Association, NH UNH Cooperative Extension, Marine Docents, and NH DNCR, State Lands Management Team. Our work from the proposed project will be shared as part of these types of presentations. We also hold tours with school groups and other organizations, including some groups that are working volunteers and get to see firsthand how their work has positive impacts. Many of the groups are invested in the restoration efforts at Odiorne, and some come back year after year to continue to assist with our habitat restoration goals.



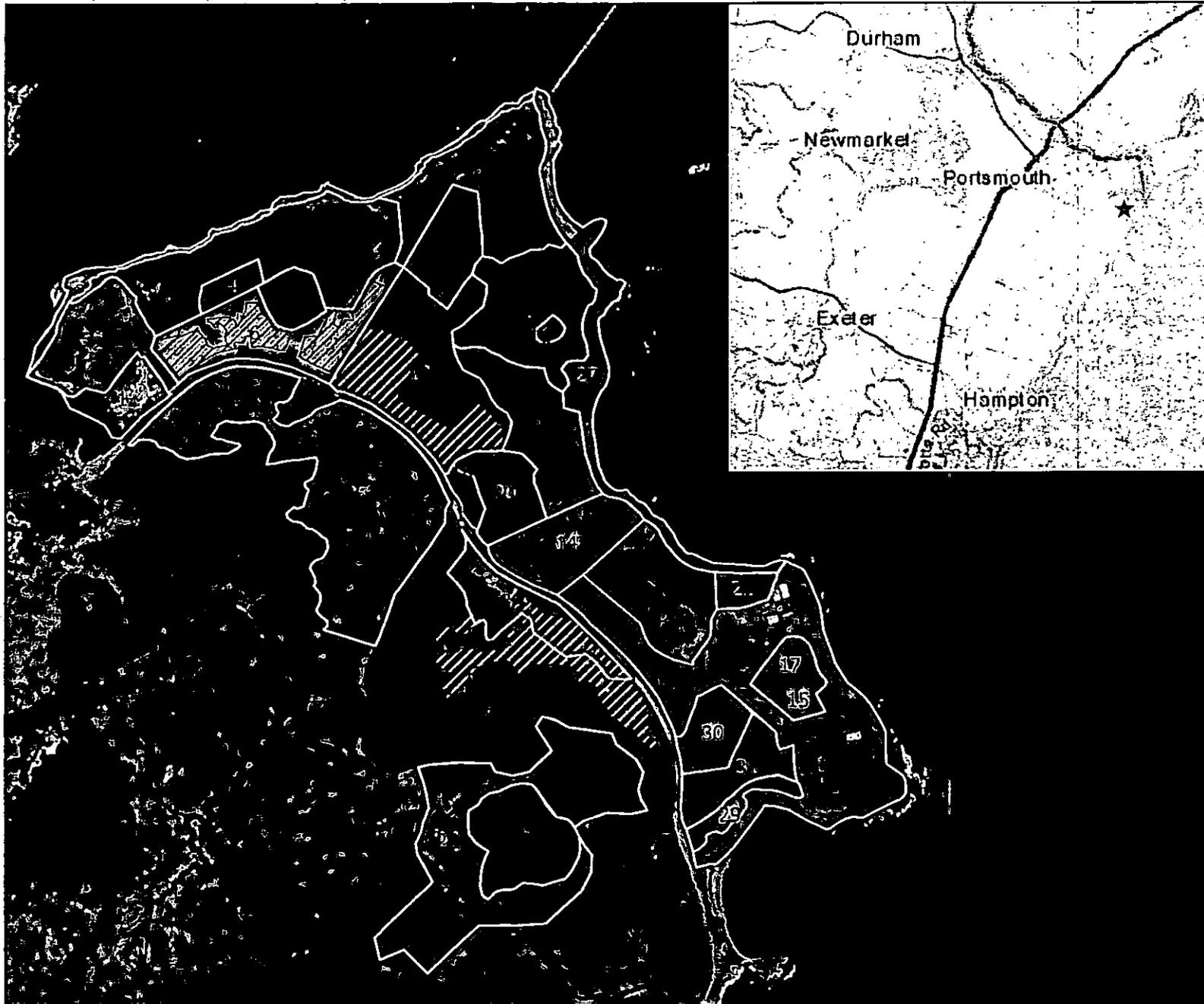
Field 12 spot treatment eastern boundary, July 2019



Field 12, results, western boundary, August 2019

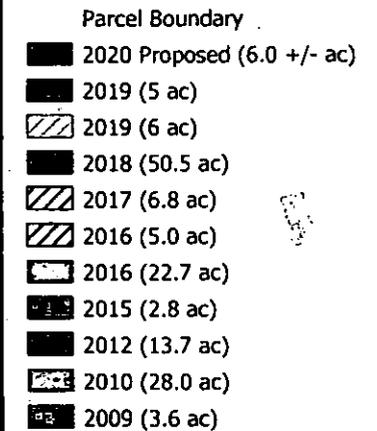
Existing and Proposed Odiorne Point State Park Restoration Partnership 2009-2020

Exhibit D Project Proposal Page 8



Parcel #	Acres	Description
1-	2.0	Moist Coastal Forest
2-	6.0	Salt Marsh
3-	3.8	Beach & Dune
4-	1.3	Shrubland
5-	14.6	Moist Coastal Forest
6-	8.5	Shrubland
7-	1.9	Plotting Room
8-	10.1	Dry Coastal Forest
9-	4.0	Battery Seaman
10-	8.5	Barrier Wetland
11-	0.4	Coastal Rocky Headland
12-	13.1	Maritime Shrubland
13-	7.1	Moist Coastal Forest
14-	5.7	Maritime Shrubland
15-	21.1	Recreation Land
17-	2.8	Maritime Shrubland
18-	7.2	Maritime Shrubland
19-	0.8	Freshwater Pond
20-	3.7	Maritime Shrub Swamp
21-	1.3	Maritime Shrubland
22-	23.3	Salt Marsh
23-	4.8	Recreation Land
24-	26.3	Moist Coastal Forest
25-	5.1	Rocky Headland
26-	26.2	Salt Marsh
27-	5.2	Beach & Dune
29-	1.3	Barrier Wetland
30-	3.0	Moist Coastal Forest
31-	3.5	Dry Coastal Forest

Year of Phase Initiation



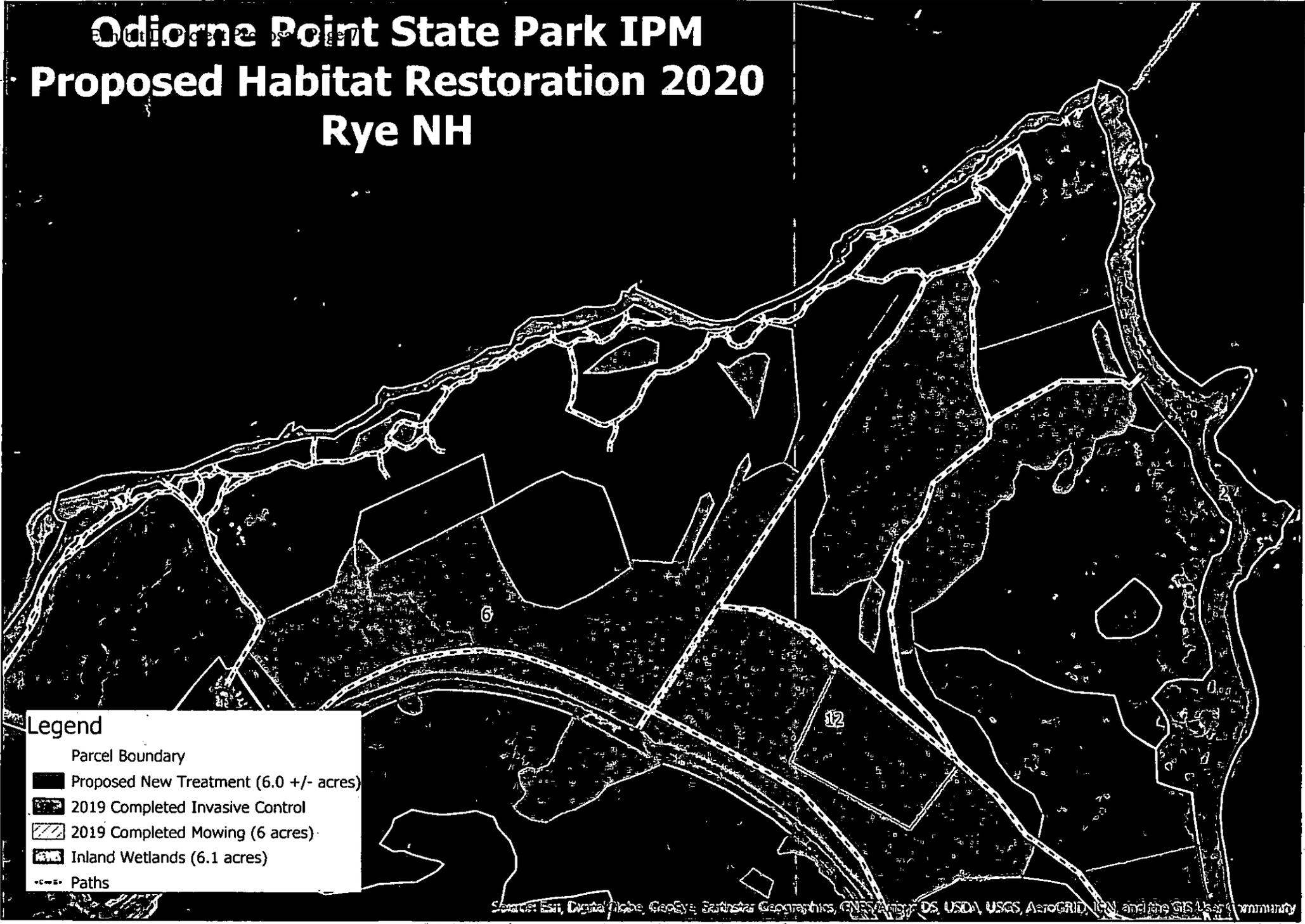
0 0.15 0.3 0.6 Miles

Map compiled by the Rockingham County Conservation District October, 2019



Exhibit D Project Proposal Page 8

Odiorne Point State Park IPM Proposed Habitat Restoration 2020 Rye NH



Legend

- Parcel Boundary
- Proposed New Treatment (6.0 +/- acres)
- 2019 Completed Invasive Control
- 2019 Completed Mowing (6 acres)
- Inland Wetlands (6.1 acres)
- Paths

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Map compiled by the Rockingham County Conservation District October, 2019.

237.5 475 950 Feet

