

New Hampshire
Department of Agriculture,
Markets & Food

Shawn N. Jasper, Commissioner

February 18, 2021

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

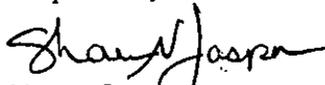
REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to amend the grant agreement with the Rockingham County Conservation District, Vendor Code 154584. The amendment is for the *Coastal Restoration Planning at Odiorne Point State Park* modifying the grant completion date from April 30, 2022 to April 30, 2023. This amendment does not require additional funds. The original grant agreement was effective upon Governor and Council approval date 5/20/2020, #27. 100% Other Funds – State Conservation Committee.

EXPLANATION

Rockingham County Conservation District has made progress developing a comprehensive plan addressing ecosystem resilience along the Little Harbor shoreline, however delays due to COVID require a completion date extension to 4/30/2023. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,



Shawn Jasper
Commissioner

Amendment of Contract

The NH State Conservation Committee Department of Agriculture, Markets and Foods and Rockingham County Conservation District hereby mutually agree to amend the contract for *Coastal Restoration Planning at Odiorne Point State Park*, originally approved by the Governor and Executive Council on May, 20, 2020, Item #27, as follows:

1. Amend General Provision 1.7, Completion Date, from "April 30, 2022" to "April 30, 2023"; and
2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands.

Rockingham County Conservation District

Cynthia W. Smith
NAME

2-4-21
Date

Vice Chairman
Title

Department of Agriculture, Markets and Foods

Shawn Jasper
Shawn Jasper, Commissioner

2/18/2021
Date

Approved as to form, substance, and execution

/s/ Stacie M. Moeser
Attorney General

February 22, 2021
Date

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 State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, 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

6. I have hereunto set my hand as the secretary of the Rockingham County Conservation District.

Joanna Pellerin
Joanna Pellerin, Secretary

Joanna Pellerin,

2/4/2021
Date Signed:

Secretary



ROCKINGHAM COUNTY CONSERVATION DISTRICT

110 North Road, Brentwood, NH 03833-6614 Tel:
603-679-2790 • Fax: 603-679-2860
www.rockinghamccd.org

Regular Board Meeting
RCCD
110 North Road
Brentwood, NH 03833

Supervisors Present:

Sammy Cyr, Chair
Joanna Pellerin, Secretary
Cris Blackstone, Treasurer
Greg Balog, Associate Supervisor

Cynthia Smith, Vice Chair
Dick Lutz, Supervisor
Lenny Lord, Associate Supervisor

Staff and Partners:

Vicky Nelson, District Manager
Richard Sugatt, Guest

Tracy Degnan, Recording Secretary
Matt Larkin, NRCS

DRAFT MINUTES January 20, 2021

1. Non-Public session- This may be called at anytime in accordance with RSA Chapter 91 A:3 II a,b,c,d,e and f.
2. Call to order-Board of Supervisors meeting.
 - a. It was noted that the Board of Supervisors is holding an emergency virtual meeting pursuant to Executive Order 2020-04, Section 8 and Emergency Order #12, Section 3.
 - b. The roll call is as follows: Cyr-Aye, Lutz- Aye, Pellerin-Aye, Smith-Aye, Blackstone-Aye. The meeting was opened at 6:35pm. It was noted that Nelson, Degnan, and Larkin were also in attendance. A member of the public, Richard Sugatt was also in attendance.
3. December Meeting Minutes
 - a. The minutes of the December meeting were reviewed.
 - b. *A motion was made by Pellerin to accept the minutes of the December meeting as amended. The motion was seconded by Blackstone, and the roll call vote was as follows: Lutz- Aye, Smith-Aye, Pellerin-Aye, Cyr-Aye, Blackstone-Aye. The motion passed.*
4. Financial Reports
 - a. The board reviewed the December financials.
 - b. Nelson provided a summary noting that the month of December had positive numbers due to the quarterly county income and catching up on invoicing. The numbers are about where we'd expect to be at this time. Nelson reported that she and Degnan

reviewed the budget in depth, with review of grant income now and at the fiscal year end, and found a few thousand dollars more than originally expected.

- c. Lord asked about the balance sheet and that it would be meaningful to show the total equity at this time last year rather than the total liabilities and equity.
- d. Lord commented on the billable hours report and thought 58% was a good mark and the District should aim to increase that percentage.
- e. The profit and loss by class was reviewed. Grant funded unbillable hours were questioned, and Nelson reported that writing grants was allocated to that category which does take a lot of time.
- f. Overall, the budget and reports as discussed looked good for December.
- g. *A motion was made by Pellerin to accept the December financials. The motion was seconded by Smith and the roll call vote was as follows: Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*

5. District Activities Report

- a. Staff explained that under Stewardship Updates, staff is reviewing information from a satellite imagery provider, Upstream Tech, and hoping to get a quote for those services to be able to complete aerial monitoring. The District will contact the Society for Protection of New Hampshire Forests (SPNHF) as they also use Upstream Tech to discuss the service in greater detail. Staff is gathering information and recorded plans on a couple of conservation easements that had missing information in order to get our files organized.
- b. It was noted that the next Rockingham District Zoom meeting is on February 8th at 7 pm.
- c. Staff discussed the need to vote to accept several grant extensions so that work may continue into 2021. It was decided that the review of each funding request should take place. The following action was taken:
 - i. *A motion was made by Pellerin to authorize the amendment to the contract with the NH Department of Agriculture, Markets and Food, Integrated Pest Management program for the Odiorne project, and to authorize the Vice Chair to sign any required documents on behalf of the Board of Supervisors. The motion was seconded by Blackstone and the roll call vote was as follows: Cyr-Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*
 - ii. *A motion was made by Cyr to authorize the amendment to the contract with the NH Department of Agriculture, Markets and Food, Integrated Pest Management program, for the Municipal Lands project, and to authorize the Vice Chair to sign any required documents on behalf of the Board of Supervisors. The motion was seconded by Pellerin and the roll call vote was as follows: Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*
 - iii. *A motion was made by Pellerin to authorize the amendment to the contract with the NH Department of Agriculture, Markets and Food, State Conservation Committee for the Odiorne project, and to authorize the Vice Chair to sign any required documents on behalf of the Board of Supervisors. The motion was seconded by Cyr and the roll call vote was as follows: Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*
 - iv. *A motion was made by Cyr to authorize the amendment to the contract with the NH Department of Agriculture, Markets and Food, State Conservation Committee for the Pollinator project, and to authorize the Vice Chair to sign any required documents on behalf of the Board of Supervisors. The motion was seconded by*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/05/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Laconia 155 Court Street Laconia NH 03246	CONTACT NAME: Ann Hebert	PHONE (A/C, No, Ext): (603) 524-2425	FAX (A/C, No): (603) 524-3666
	E-MAIL ADDRESS: ahebert@crossagency.com		
INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833-6614	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Ohio Security Ins Co		24082
	INSURER B : Safety Insurance Co		39454
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES

CERTIFICATE NUMBER: CL20112040318

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS(21)57752315	07/08/2020	07/08/2021	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 - COM/PROP 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			CNH 6235245 05	08/26/2020	08/26/2021	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
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> 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	XWS(21)57752315	07/08/2020	07/08/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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

CANCELLATION

NH State Conservation Committee
P.O. Box 2042

Concord

NH 03302-2042

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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New Hampshire
 Department of Agriculture,
 Markets & Food

RG
 203862
 11415319
 CE 1074319
 FY2020
 RQ 205435
 11442035
 CE# 1074319
 FY2021

5/20/2020
 #27

Shawn N. Jasper, Commissioner

May 1, 2020

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

REQUESTED ACTION

Authorize the New Hampshire State Conservation Committee (SCC) to enter into a grant with the Rockingham County Conservation District, Vendor Code 154584-B001, in the amount of \$21,397 for *Coastal Restoration Planning at Odiorne Point State Park* in the Town of Rye, Rockingham County, effective upon Governor and Council approval through 4/30/2022. 100% Other Funds.

Funding is available in account, Soil Conservation, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

Funding is available in the Conservation Number Plate account as follows:
 02-18-18-184500-28600000 SOIL CONSERVATION

<u>CLASS/ ACCOUNT</u>	<u>ACCOUNT</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>TOTAL</u>
073-500581	Grants - State	\$10,000	\$11,397	\$21,397

EXPLANATION

The State Conservation Committee (SCC) in fulfillment of its responsibilities under the Conservation Number Plate grant program, RSA 261:97-c III(a), wishes to provide grant funds to the Rockingham County Conservation District to perform certain tasks as enumerated in Exhibit B for the purposes of developing a comprehensive plan addressing ecosystem resilience along the Little Harbor shoreline, engaging stakeholders through the assessment and monitoring of sensitive coastal habitats. The SCC is confident that the grantee possesses the necessary staff and resources to effectively carry out the duties imposed by this grant.

Respectfully submitted,



Shawn N. Jasper

Commissioner

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.

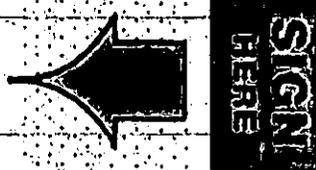
AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name State Conservation Committee		1.2 State Agency Address P.O. Box 2042 Concord, NH 03302	
1.3 Contractor Name Rockingham County Conservation District VC 154584-B001		1.4 Contractor Address 110 North Road Brentwood, NH 03833	
1.5 Contractor Phone Number 603-436-8598	1.6 Account Number 2860 0000	1.7 Completion Date 4/30/2022	1.8 Price Limitation \$ 21,397.00
1.9 Contracting Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10 State Agency Telephone Number 603-271-3551	
1.11 Contractor Signature <i>Cynthia W. Smith</i> Date: 2-27-20		1.12 Name and Title of Contractor Signatory Cynthia Smith Chair, Board of Supervisors	
1.13 State Agency Signature <i>Shawn N. Jasper</i> Date: 4/8/2020		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: <i>Crik Bal</i> On: 4/21/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: #27 G&C Meeting Date: 5/20/2020			



[Signature]

DEPUTY SECRETARY OF STATE

MAY 20 2020

Contractor Initials CWS
Date 2-27-20

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
Special Provisions**

There are no modifications, deletions or additions to the General Provision of this form.

**Exhibit B
Scope of Services**

The Rockingham County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *Coastal Restoration Planning at Odiorne Point State Park* in the Town of Rye, Rockingham County, NH, dated September 15, 2019:

Task 1: Complete planning and initial partner meeting(s) to discuss priority areas of review and conservation tasks.

Task 2: Complete two public outreach meetings and related documents to engage stakeholders.

Task 3: Conduct baseline monitoring and documentation for vegetative communities within transects, photo stations, and erosion rates. Coordinate with partner organizations to include restoration information, monitoring survey data, and aerial photography.

Task 4: Complete additional inventory on coastal vegetative communities, and develop native plant listings for different coastal habitats. Coordinate assistance with partner organizations for documentation, and propagation of native coastal species not locally available.

Task 5: Conduct visitor surveys on recreational use and possible stressors to sensitive coastal ecosystems. Coordinate with partner organizations to develop and administer surveys to Park visitors, and analyze results.

Task 6: Complete two public outreach meetings on initial findings and preliminary plans, and solicit input for additional recommendations.

Task 7: Conduct second round of monitoring for matrix for vegetative communities

Task 8: Conduct second round of Park visitor surveys, and analyze results:

Task 9: Complete final assessment based upon recommendations and review with partner organizations, and develop the *Coastal Restoration Plan*; Present *Plan* to Odiorne Management Committee and partners.

Task 10: Project completion:

- a. Implement outreach to project partners and public awareness program, provide documentation of relevant publications. All outreach materials produced for public distribution shall include the NH State Conservation Committee Moose Plate logo and acknowledgment the project was funded by the NH State Conservation Committee Conservation Moose Plate Grant Program.
- b. Provide at least one project photograph (JPG) for NH State Conservation Committee use.
- c. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provided by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- d. Submit final report in the NH State Conservation Committee format provided. The final report and all attachments shall be submitted in paper copy and on a USB flash drive or CD-ROM.

Subcontract Provision

The Grantee may subcontract the services described in the Tasks to entities that are qualified and appropriately licensed to conduct such activities.

Exhibit C
Contract Price and Method of Payment

All services shall be performed to the satisfaction of the NH State Conservation Committee (SCC) before payment is made. All payments shall be made upon receipt and approval of stated outputs and completion of the project.

Payment shall be made in accordance with the following schedule based upon completion of specific tasks described in Exhibit B:

Upon Completion and SCC approval of Task 1	\$ 2,019.00
Upon Completion and SCC approval of Task 2	\$ 2,981.58
Upon Completion and SCC approval of Task 3	\$ 4,203.43
Upon Completion and SCC approval of Task 4	\$ 1,118.52
Upon Completion and SCC approval of Task 5	\$ 1,166.57
Upon Completion and SCC approval of Task 6	\$ 2,602.38
Upon Completion and SCC approval of Task 7	\$ 1,450.32
Upon Completion and SCC approval of Task 8	\$ 869.67
Upon Completion and SCC approval of Task 9	\$ 3,908.49
Upon Completion and SCC approval of Task 10	\$ 1,077.04
Total	\$ 21,397.00

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 February 19, 2020, the Rockingham County Conservation District voted to accept New Hampshire State Conservation Committee funds and enter into a contract with the New Hampshire State Conservation Committee, Department of Agriculture, Markets and Foods;
3. the Rockingham County Conservation District further authorized the Chairman 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 W. Smith, _____

Chairman _____

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District this 27th day of February, 2020.

Joanna Pellerin
Signature Certifying Officer

JOANNA PELLERIN
Print Certifying Officer Name

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 27th day of February, 2020 before me

Marguerite 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.

Marguerite Morgan
Notary Public Signature

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



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 FAX (A/C No): (603) 279-8876 E-MAIL ADDRESS: ahebert@crossagency.com	
INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833-0614		INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Ins Co INSURER B: Safety Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 24082 39454	

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	ADDITIONAL INSURED	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	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 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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CNH 8235245 03	08/28/2018	08/28/2019	EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTHER
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ 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	XWS(20)57752315	07/08/2019	07/08/2020	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)

Certificate holder is added as an Additional Insured under the Commercial General Liability policy when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

NH State Conservation Committee
PO Box 2042

Concord

NH 03302

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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