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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

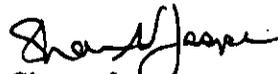
REQUESTED ACTION

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 *TNC Grassland and Pollinator Habitat Enhancement Project* modifying the grant completion date from April 30, 2021 to April 30, 2022. This amendment does not require additional funds. The original grant agreement was effective upon Governor and Council approval date March 13, 2019, #40. 100% Other Funds – State Conservation Committee.

EXPLANATION

Rockingham County Conservation District has made significant progress enhancing habitat for grassland nesting birds and insect pollinators in the Town of Newmarket. The project was planned to be completed by 4/30/2021, however delays in completing field work due to COVID require a completion date extension to 4/30/2022. 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 *TNC Grassland and Pollinator Habitat Enhancement Project*, originally approved by the Governor and Executive Council on March 13, 2019, Item #40, as follows:

1. Amend General Provision 1.7, Completion Date, from "April 30, 2021" to "April 30, 2022"; 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 Chairwoman
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*

Pellerin and the roll call vote was as follows: Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.

- d. Nelson discussed the oyster demonstration project, and explained that the oyster farmer is interested in using the equipment that was purchased with funding from NRCS for commercial use. Nelson reported that she would discuss the matter with NRCS.

6. Reports

i. NHACD

- a. Lutz reported that the NHACD recently sent surveys to supervisors and is asking supervisors to please complete them.
- b. Lutz indicated that the NACD regional conference is supposed to happen during the last week of August, but it is still in flux.
- c. The NHACD Annual Meeting is in November and policies are being developed now.
- d. Lutz reported an interim Envirothon Director was hired.

ii SCC

- a. The SCC will meet at the end of February and is discussing the process to hire an Executive Director.

ii. NRCS

- a. Larkin noted that the application deadline was January 15th and Rockingham had 39 applications. He indicated that there is a lot of follow up on for payments and practices completed and that there is a new 902 form (business plan), that is now required for all applicants that will be run through the FSA.
- b. The next important dates for NRCS include March 19th for eligibility determination and ranking of applications and then April 1st for selecting applications for funding.
- c. Larkin noted that there are new changes in the administration, and that Tom Vilsack is the new Secretary of Agriculture, and there will likely be more changes coming.
- d. Nelson reported that she would follow up with Don Kierstead of NRCS regarding the oyster project.
- e. Larkin reported that in NH the NRCS is very understaffed and so many staff are taking on other duties to help get the work completed.

7. Old Business

a. Review District Rates and Fees

- i. A discussion of current rates and fees took place and included reviewing the current structure against current market rates, and it was decided to refer the discussion to a subcommittee for recommendations.
- ii. *A motion was made by Lutz to appoint a subcommittee to review and update the District rates and fees. The motion was seconded by Blackstone and the roll call vote is as follows, Cyr- Aye, Smith-Aye, Lutz-Aye, Pellerin-Aye, Blackstone-Aye. The motion passed.*
- iii. Nelson indicated she would like to be a part of that subcommittee and would appreciate Lord's input. Cyr indicated she would be also like to join, and thought sharing ideas through email would be easiest.

b. Raises - revisited

- i. Nelson noted that she had reviewed the proposed 3% raises for staff and provided information to increase Spear's rate to a full \$1 as the 3% raise was



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 GEN'L 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
	<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	XWS(21)57752315	07/08/2020	07/08/2021	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 State Conservation Committee P.O. Box 2042 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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New Hampshire

Department of Agriculture, Markets & Food

3/13/19

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FY19 RC# 191921 WU# 10979732 *base*

Shawn N. Jasper, Commissioner

ce-1066401

FY20 February 8, 2019 RC# 191922 WU# 11209196 LDG *SY*

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 Rockingham County Conservation District, Vendor Code 154584, in the amount of \$11,075.00 for TNC Grassland and Pollinator Habitat Enhancement Project, in the Town of Newmarket, Rockingham County, effective upon Governor and Council approval through April 30, 2021. 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, pending FY 20 & 21 budget approval.

Funding is available in the Conservation Number Plate account as follows:

02-18-18-184500-28600000 SOIL CONSERVATION

OBJECT

Table with 5 columns: CLASS, ACCOUNT, FY 2019, FY 2020, TOTAL. Row 1: 073-500581, Grants - State, \$8,157, \$2,918, \$11,075

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 A for the purposes of enhancing habitat diversity and quality that will benefit species of grassland nesting birds and insect pollinators in the Town of Newmarket, NH. 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,

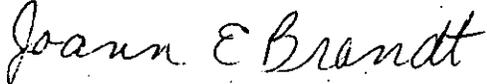
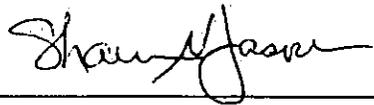
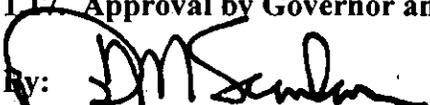
Signature of Shawn N. Jasper, Commissioner

GRANT AGREEMENT

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

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name State Conservation Committee		1.2. State Agency Address P.O. Box 2042 , Concord, NH 03302	
1.3. Grantee Name Rockingham County Conservation District VC 154584		1.4. Grantee Address 110 North Road Brentwood, NH 03833	
1.5. Grantee Phone # 603-679-2790	1.6. Account Number 28600000-500581	1.7. Completion Date 4/30/2021	1.8. Grant Limitation \$11,075.00
1.9. Grant Officer for State Agency Deirdre Brickner-Wood, SCC Grant Administrator		1.10. State Agency Telephone Number 603-271-3551	
1.11. Grantee Signature 		1.12. Name & Title of Grantee Signor Richard Lutz Chair, Board of Supervisors	
1.13. Acknowledgment: State of New Hampshire, County of <u>Rockingham</u> , on <u>1/29/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13.1. Signature of Notary Public or Justice of the Peace (Seal) 			
1.13.2. Name & Title of Notary Public or Justice of the Peace <div style="text-align: right; font-weight: bold; font-size: small;">JOANN E. BRANDT NOTARY PUBLIC STATE OF NEW HAMPSHIRE My Commission Expires Oct. 21, 2020</div>			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Shawn W. Jasper, Commissioner	
1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable) By:  Assistant Attorney General, On: <u>2/14/2019</u>			
1.17. Approval by Governor and Council (if applicable) By:  DEPUTY SECRETARY OF STATE / MAR 13 2019			

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

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. RECORDS AND ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State, hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials R7L
Date 1/29/19

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.

20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.

Exhibit A
Scope of Services

The Rockingham County Conservation District shall perform the following tasks as described below and detailed in the proposal titled *TNC Grassland and Pollinator Habitat Enhancement Project* in the Town of Newmarket, Rockingham County, NH, dated September 14, 2018:

Task 1: Year 1 Complete Milkweed seed growing including soil test, collection of milkweed seed and cold stratify, and seed growing and transplanting. Document soil tests, volunteer events, number of plants.

Task 2: Year 1 Complete seasonal mowing of Areas 1 and 2. Document practices for each season.

Task 3: Year 1 Complete Special permit and herbicide application. Document special permit application, practices and treatment methods, and effectiveness reports.

Task 4: Year 1 Complete no-till drill planting and seeding in Area 1. Document practices completed, and photos of before and after practices.

Task 5: Year 2 Complete Milkweed seed growing including soil test, collection of milkweed seed and cold stratify, and seed growing and transplanting. Document soil tests, volunteer events, number of plants.

Task 6: Year 2 Complete seasonal mowing of Areas 1 and 2. Document practices for each season.

Task 7: Year 2 Complete special permit and herbicide application. Document special permit application, practices and treatment methods, and effectiveness reports.

Task 8: Outreach and SCC Grant completion:

- a. Implement public outreach program, completing citizen science and volunteer training workshops. Provide documentation of events and outreach materials.
- b. Include the NH State Conservation Committee Moose Plate logo and funding credit in all materials released. Provide project photograph for NH State Conservation Committee use.
- c. Implement public awareness program and provide documentation of relevant publications. Include the NH State Conservation Committee Moose Plate logo and funding credit in all materials released. Provide project photograph for NH State Conservation Committee use.
- d. Install and display, as appropriate to the project, the NH State Conservation Committee Moose Plate sign, provide by the NH State Conservation Committee. Provide a dated photograph of displayed sign.
- e. 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 CD-ROM or USB flash drive.

Outreach Materials Provision

All materials produced for public distribution shall include the NH State Conservation Committee logo and the following citation: "This project is supported by funds from the sale of the Conservation License Plate (Moose Plate) through the NH State Conservation Committee grant program."

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 B
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 A:

Upon Completion and SCC approval of Task 1	\$ 1,414.00
Upon Completion and SCC approval of Task 2	\$ 1,534.00
Upon Completion and SCC approval of Task 3	\$ 1,552.00
Upon Completion and SCC approval of Task 4	\$ 708.00
Upon Completion and SCC approval of Task 5	\$ 1,415.00
Upon Completion and SCC approval of Task 6	\$ 1,534.00
Upon Completion and SCC approval of Task 7	\$ 1,553.00
Upon Completion and SCC approval of Task 8	\$ 1,365.00
Total	\$11,075.00

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 January 23, 2019, the Rockingham County Conservation District voted to accept State Conservation Committee funds and to enter into a contract with the State Conservation Committee;
- (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:

Richard Lutz
Richard Lutz

Chair person
Title

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District, this 29 day of January, 2019.

Joanna Pellerin
Johanna Pellerin

Secretary
Title

STATE OF NEW HAMPSHIRE
County of Rockingham

On this the 29 day of January, 2019, before me Joann E. Brandt (Name of Notary Public) the undersigned officer, personally appeared Joanna Pellerin (printed name of Secretary) who acknowledged him/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.

Joann E. Brandt
Name of Notary Public (signature above)

Commission Expiration Date:

(Seal)
JOANN E. BRANDT
NOTARY PUBLIC
STATE OF NEW HAMPSHIRE
My Commission Expires Oct. 21, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2018

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 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 INSURED Rockingham County Conservation District 110 North Road Brentwood NH 03833-6614	CONTACT NAME: Lynn McGreer PHONE (A/C, No, Ext): (603) 279-8122 E-MAIL ADDRESS: lmcgreer@crossagency.com FAX (A/C, No): (603) 279-8876 INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Ins Co NAIC # 24082 INSURER B: Safety Insurance Co 39454 INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: 18/19 GL 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 - Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY					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 Employee Benefits \$ 100,000
A	CLAIMS-MADE X OCCUR	X	BKS (19) 57752315	7/8/2018	7/8/2019	
	GENL AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:					
	AUTOMOBILE LIABILITY					
B	ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HRED AUTOS X NON-OWNED AUTOS		CNH 6235245 03	8/26/2018	8/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N R/A A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
			XNS (19) 57752315	7/8/2018	7/8/2019	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)
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 Lynn McGreer/LMG <i>Lynn McGreer</i>
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