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New Hampshire
Department of Agriculture, Markets & Food

Shawn N. Jasper, Commissioner

April 14, 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 enter into a grant with New Hampshire Association of Conservation Districts, Concord NH, Vendor Code #217956 in the amount of $24,000.00 for *NH Conservation Planning Project*, effective upon Governor and Council approval through April 30, 2023. 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 22 & 23 budget approval.

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

OBJECT CLASS	ACCOUNT	FY 2022	FY 2023	TOTAL
073-500581	Grants – State	$12,000.00	$12,000.00	$24,000.00

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 New Hampshire Association of Conservation Districts to perform certain tasks as enumerated in Exhibit B for the purposes of building the resiliency of NH's farm and forest lands by working directly with landowners to provide technical assistance and conservation plans that address a wide variety of natural resource concerns. 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

1. 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 New Hampshire Association of Conservation Districts Vender Code # 217956		1.4 Contractor Address PO Box 2311 Concord, NH 03302-2311	
1.5 Contractor Phone Number 603-831-9868	1.6 Account Number 1849-2860 - 500581	1.7 Completion Date 4/30/2023	1.8 Price Limitation $24,000.00
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 Richard Lutz Richard Lutz (Apr 13, 2021 12:14 EDT) Date: Apr 13, 2021		1.12 Name and Title of Contractor Signatory Richard Lutz President	
1.13 State Agency Signature Shawn N. Jasper Date: 4/30/21		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: */s/ Stacie M. Moeser* On: April 21, 2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials RFL
Date Apr 13, 2021

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.

Contractor Initials RR

Date Apr 13, 2021

Exhibit A
Special Provisions

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

Exhibit B
Scope of Services

The New Hampshire Association of Conservation Districts shall perform the following tasks as described below and detailed in the proposal titled *NH Conservation Planning Project*, dated September 10, 2020:

Task 1. Provide technical assistance to farm and forest landowners throughout the State of New Hampshire. SCC Grant Funds will provide support for two NHACD staff conservation planners to complete the following tasks:

a. Conduct community outreach and education, and provide technical assistance to landowners.

b. Develop up to ten, more or less, conservation plans and/or conservation activity plans. Conservation plans will provide landowners with natural resource recommendations. Conservation activity plans may include management plans for Grazing, Nutrient, Irrigation Water, Agricultural Energy, Organic Transition, Forest, Wildlife, Soil Health, and/or Integrated Pest.

Task 2. Provide technical assistance to farm and forest landowners throughout the State of New Hampshire. SCC Grant Funds will provide support for two NHACD staff conservation planners to complete the following tasks:

a. Conduct community outreach and education, and provide technical assistance to landowners.

b. Develop up to five, more or less, conservation plans and/or conservation activity plans. Conservation plans will provide landowners with natural resource recommendations. Conservation activity plans may include management plans for Grazing, Nutrient, Irrigation Water, Agricultural Energy, Organic Transition, Forest, Wildlife, Soil Health, and/or Integrated Pest.

Task 3. Provide the following for project outreach and close-out:

a. Implement outreach 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 as instructed by the SCC.

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	$15,600.00
Upon Completion and SCC approval of Task 2	$ 7,900.00
Upon Completion and SCC approval of Task 3	$ 500.00
Total	$24,000.00

Contractor Initials [illegible]
Date Apr 13, 2021

NHACD_2021_SCC_NH-P37_Contract-v2

Final Audit Report 2021-04-13

Created:	2021-04-13
By:	New Hampshire ACD (admin@nhacd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAASDoMblqwRoSYgqWxZ0FE4ve-5J34kXFN

"NHACD_2021_SCC_NH-P37_Contract-v2" History

Document created by New Hampshire ACD (admin@nhacd.net)
2021-04-13 - 1:54:45 PM GMT- IP address: 74.69.239.67

Document emailed to Richard Lutz (president@nhacd.net) for signature
2021-04-13 - 1:58:30 PM GMT

Email viewed by Richard Lutz (president@nhacd.net)
2021-04-13 - 4:13:04 PM GMT- IP address: 66.102.8.81

Document e-signed by Richard Lutz (president@nhacd.net)
Signature Date: 2021-04-13 - 4:14:27 PM GMT - Time Source: server- IP address: 75.68.79.38

Agreement completed.
2021-04-13 - 4:14:27 PM GMT

Adobe Sign

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE ASSOCIATION OF CONSERVATION DISTRICTS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 10, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65000**

Certificate Number: **0005344856**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April A.D. 2021.

William M. Gardner

Secretary of State

CERTIFICATE of AUTHORITY

I, Robert Porter (Certifying Officer Name), 2nd Vice President

(Certifying Officer Title) of the New Hampshire Association of Conservation Districts (Grantee Name)

do hereby certify that:

1. I am the duly elected 2nd Vice President (Certifying Officer Title);
2. At the meeting held on this date 4/12/2021, the New Hampshire Association of Conservation Districts (Grantee Name) 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 New Hampshire Association of Conservation Districts (Grantee Name) further authorized the president (Officer Title) 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
Print (Officer Name)

President
Print (Officer Title)

6. I have hereunto set my hand as the

robert H. Porter
Sign (Certifying Officer Name)

Apr 13, 2021
Date Signed:

Bob Porter
Print (Certifying Officer Name)

2nd Vice President
Print (Certifying Officer Title)

April 12, 2021 Executive Board Meeting

In attendance: Dick Lutz, Bob Porter, Richard Mellor, Cris Blackstone, Donna Hepp, Bill Fosher.

Reports 15 Minutes

- Treasurer
  - Cash flow was sent out Sunday
  - Budget broken out by funding source was sent, needs review, possible edits, send to Jackie before Thursday so she can send out to everyone for board meeting.
    - Send out to everyone prior to Thursday
- Taxes
  - Information has been sent to Accountant, waiting to hear anything back.
- Report
- Conservation Planners (Agreement has been agreed to)
  - Personnel - Conservation Planner Proposal 5 Minutes
  - Proposition to start it sooner than Jan. 1st. Need to crunch some numbers before we can decide whether to do that so we know what's going on with cash flow, match etc. Bill talking to NACD reps about how cash flow might work.
  - Long Island Sound Farm Futures Fund - CT River Conservancy applying for funding, would be able to help us get engineering done at some projects we're looking at with NRCS. Might be an indirect tie in for us
  - Conservation Planning for Graziers - White River Junction Con. District, VT has put in for funding from NE Dairy Business Ctr has to help 5-8 dairies convert to grazing. Mentioned support from NHACD, some districts and Bill in getting work done.
  - CT Futures fund - issue with septic pipe going between bellows falls and Walpole treatment, under condemned bridge, can't walk to inspect it. SW Regional Planning looking at before pipe break/bridge collapse.
- Envirothon
  - Going well, remaining training sessions over next few weeks.
  - Steering groups going well, weak spot is wildlife but recruited some people for help.
  - Will join for May Zoom Meeting.
- SCC
  - Still recruiting for executive director position.
  -
- NACD

    - $10 Million for Civilian Climate corps
    - What tools/equipment needed to measure soil health, does everyone have what they need?
    - Conversation is there, marketplaces are looking at balance of measurement. Soil Sampling is still the gold standards for management decisions etc.
- CDEA
    - Plant sales starting, Belknap had double the orders from last year, plant sales are busy.
- 75 Anniversary
    - No updates, still ongoing.
- Zoom in on Conservation
    - Only three responses to survey sent after the April Session
    - What's next for education on carbon sequestration - Anything from NACD to use/engage with?
    -

Old Business

- Regional Meeting - 2 minutes
    - Eric Hansen leaving NACD for USDA position.
- Farm, Forest and Garden Legacy Program- 5 Minutes
    - July 20 10:30 AM, some questions on Tech side
    - Amanda also involved to think about what's live, what's recorded video
    - Have 90 minutes. Expanded our program when they heard what we were doing: Legacy award launch - each county present etc.
- Supervisor Directory and Survey- 2 minutes
    - Long Range plan states we should have one. Put together with the few who responded. Jackie will pull list of who responded (find old email of responses)
    - Send again, contextualize it more, fresh wording etc.
- Roles and Responsibilities of SCC, NHACD, Districts, CDEA- 10 Minutes
- Annual Plan- 3 Minutes
- Long Range Plan - 3 Minutes
- Demo Agreement- Corn Planter Repairs 3 Minutes

New Business

- Resolution to accept Mooseplate funds and approve Dick Lutz as designee to sign all SCC contracts and Moose Plate grant paperwork.
    - We accept the Moose Plate funds of $24,000, to be invoiced and reimbursed. As our President, we appoint Dick Lutz to sign a contract with the SCC for the grant, and approve him to sign all subsequent paperwork pertinent to the grant.

    - Bob Porter moves to pass the resolution as presented , Richard Mellor Seconds. Everyone in Favor and motion passes.
    - Bob Porter will sign Certificate of Authority as second approving officer.

- Closed Loop Communications 3 minutes
    - Suggestions to resolve not getting a response from network members. Need to have some kind of response on emails.
- District Minutes "Right to Know Law" 5 Minutes
    - Stated that NHACD isn't meeting district needs, getting minutes sent to us would help us know what needs are. Found out today Matt C. resigned in March. Response rate for minutes is 6 out of 10.
    - What can we do to help? What's good? What needs help?
- Annual Meeting Date and Location for 60 people November 1,2,3. 5 Minutes
    - No policy on who makes money, if anyone does, on annual meeting. Need to start the conversation and make a policy about what makes sense and works.
    - Do we need a pot of money that is fed every year by the annual meeting, helps the next district.
    - Next steps: Wrestle with it and prep for a November Vote.
- Dues 2 Minutes
    - Lionel or Dawn sending proposal.
- Position Papers 2 Minutes
    -
- Carbon Sequestering programs10 minutes
    -
- Conservation Planning survey with NRCS 5 minute

Need to work on plan writing, TSPs and equipment in the state. Alena is a TSP, district is certified as a CSP

Bob moves to adjourn cris seconds meeting adjourns at

30 min. of match - 15 mo

NHASSOC-01 AHATCH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/8/2021

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
A W Frost Agency, Inc.
354 Central Street
Franklin, NH 03235

CONTACT NAME: Amanda Hatch
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: ahatch@davistowle.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Hanover Insurance Companies	22292
INSURER B: American Zurich Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NH Assoc. of Conservation Districts (NHACD)
PO Box 2311
Concord, NH 03302-2311

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE / X OCCUR			OBVA248291	3/16/2021	3/16/2022	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A		6ZZUB-1K29262-0-21	3/27/2021	3/27/2022	E.L. EACH ACCIDENT	$ 800,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Richard Mellor, Dorn Cox and John Treat are excluded under the NH workers compensation policy.

CERTIFICATE HOLDER

SCC
NH Dept. of Agriculture, Markets and Food
PO Box 2042
Concord, NH 03302

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
Amanda M Hatch

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