

5C FOR



New Hampshire Fish and Game Department

11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Website: www.WildNH.com

TDD Access: Relay NH 1-800-735-2964
Fax: (603) 271-1438
Email: info@wildlife.nh.gov

Scott R. Mason
Executive Director

June 3, 2021

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

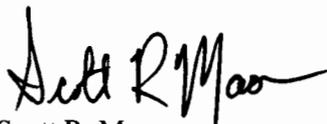
REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to amend an existing contract (Contract #6002959) with Trout Unlimited, Inc. (Vendor code #169073) Concord, NH to place felled trees into Shoppe, Abbott, and Graham Brooks in the Indian Stream Watershed, as approved in the amount of \$19,643.00 by Governor and Council on June 24, 2020 Item #105 by extending the end date from June 30, 2021 to June 30, 2022. Funds are 100% Fisheries Habitat Funds.

EXPLANATION

The purpose of this project is to restore stream habitat and increase wild brook trout populations by strategically placing felled trees into a total of 13,000 feet of Schoppe, Abbott and Graham Brooks, which are high priority wild brook trout streams in the Indian Stream watershed. The Indian Stream Restoration Project is entirely within the ~172,000 acre Connecticut Lakes Headwaters Forest, with a conservation easement held by State of New Hampshire Department of Natural and Cultural Resources, and therefore provides public access in perpetuity. The overall project is a multi-year, collaborative effort to restore fisheries habitat so the watershed supports an intact aquatic ecosystem, including wild brook trout and angling opportunities for them. The overall Indian Stream Restoration Project is nearly completed, and this current request will move ahead the last phase of the work, which is to strategically add wood to several tributaries. The work was unable to be completed during the fall of 2020 due to lodging being unavailable for the contractor during the COVID-19 pandemic. This extension to June 30, 2022 will allow Trout Unlimited, Inc. to complete the objectives that have not yet been completed.

Respectfully submitted,


Scott R. Mason
Executive Director


Kathy Ann LaBonte, Chief
Business Division

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated 25th day of May 2021, by and between the State of New Hampshire acting by and through its New Hampshire Fish and Game Department (hereinafter referred to as the "State"), and (name of organization, address to include zip, VC#) (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated, April 29, 2020, approved by the Governor and Council on June 24, 2020, Item #105, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

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

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

(A) The completion date shall be extended from June 30, 2021 to June 30, 2022.

2.) Effective Date of Amendment

This Amendment shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

3.) Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract, and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth therein.

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

THE STATE OF NEW HAMPSHIRE

Fish and Game Department of New Hampshire

BY: _____

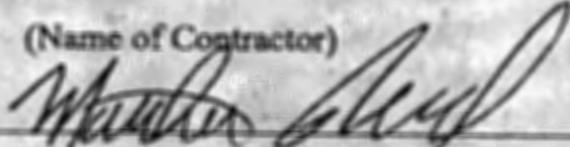
DATE: _____

Scott R. Mason, Executive Director

Name of Contractor and Authorized Signor

Trout Unlimited

(Name of Contractor)

BY: 

DATE: 5/25/21

TITLE: Matt Renaud, Chief Financial Officer

Acknowledgment: State of _____, County of _____

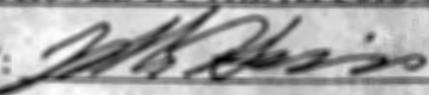
On _____, before the undersigned officer, personally appeared the person identified to be the person whose name appears above in signing on behalf of the contractor and acknowledged that s/he executed this document in the capacity indicated below.

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

Signature of Notary Public or
the Peace

Name/Title of Notary Public or Justice of
Justice of the Peace

APPROVED BY THE ATTORNEY GENERAL (Form, Substance and Execution)

BY: 

DATE: 6/17/2021

Attorney General's Office

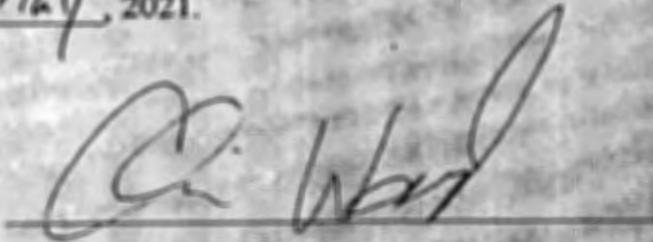
CERTIFICATE

I, Chris Wood, Chief Executive Officer of Trout Unlimited do, hereby certify that:

1. I am the duly appointed Chief Executive Officer;
2. Trout Unlimited wishes to accept New Hampshire Fish and Game (NHFG) Department funds and to enter into a contract with the NHFG Department;
3. Article VI, Section 12 of Trout Unlimited's current Bylaws authorize the Board of Trustees to establish policies concerning the authority of senior staff, including the Chief Financial Officer, to sign and 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:

Matthew Renaud, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Executive Officer of Trout Unlimited, this 19 day of May, 2021.



Chris Wood, Chief Executive Officer

COMMONWEALTH OF VIRGINIA
County of Arlington

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 TROUT, UNLIMITED is a Michigan Nonprofit Corporation registered to transact business in New Hampshire on June 30, 2003. 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: 437921

Certificate Number: 0005354000



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2021

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 Adams & Son, Inc. 44 South Street, P.O. Box 460 Auburn, NY 13021 Douglas K. Adams, CPCU	315-253-8461	CONTACT NAME: Douglas K. Adams, CPCU PHONE (A/C, No, Ext): 315-253-8461 FAX (A/C, No): 315-253-6508 E-MAIL ADDRESS: dadams@adamsins.net
	INSURER(S) AFFORDING COVERAGE	
INSURED Trout Unlimited, Inc. 1777 North Kent St, Ste 100 Arlington, VA 22209-2133	INSURER A : Philadelphia Indemnity Ins. Co INSURER B : Twin City Fire Insurance INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 18058 14974

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	<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		PHPK2255520	03/31/2021	03/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 N	N/A	01WEAD0WGS	03/31/2021	03/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The New Hampshire Fish and Game Department is included as Additional Insured for General Liability regarding the large wood installation in Indian Stream tributaries.

CERTIFICATE HOLDER NHFIS-1 New Hampshire Fish and Game Department 11 Hazen Drive Concord, NH 03301	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 Douglas K. Adams, CPCU
---	--



New Hampshire Fish and Game Department

DB ✓ PQ# 2044507
11426171
Governor & Council Approved
Date: 6/24/20
Item #: 105
SER

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

PO# 6002959

May 26, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department, to enter into a contract with Trout Unlimited, Concord, NH 03301 (Vendor Code #169073), in the amount of \$19,643 to place felled trees into Shoppe, Abbott, and Graham Brooks in the Indian Stream Watershed, effective upon Governor and Executive Council approval through June 30, 2021. Funding 100% Fisheries Habitat Funds.

Funding is available for this service and will be expended as follows:

03 75 75 752020-21270000- Inland Fisheries Management-Fisheries Habitat Account

020 07500 2127-020-500252- Current Expense

FY 21
\$19,643

EXPLANATION

The purpose of this project is to restore stream habitat and increase wild brook trout populations by strategically placing felled trees into a total of 13,000 feet of Schoppe, Abbott and Graham Brooks, which are high priority wild brook trout streams in the Indian Stream watershed. The Indian Stream Restoration Project is entirely within the ~172,000 acre Connecticut Lakes Headwaters Forest, with a conservation easement held by State of New Hampshire Department of Natural and Cultural Resources, and therefore provides public access in perpetuity. The overall project is a multi-year, collaborative effort to restore fisheries habitat so the watershed supports an intact aquatic ecosystem, including wild brook trout and angling opportunities for them. The overall Indian Stream Restoration Project is nearly completed, and this current request will move ahead the last phase of the work, which is to strategically add wood to several tributaries. One or two NH Fish and Game's Inland Fisheries Division staff members will work alongside the contractor to oversee and help direct the project.

Respectfully submitted,

Glenn Normandeau
Executive Director

Kathy Ann LaBonte, Chief
Business Division

Bid Page

Vendor	Price
Trout Unlimited, Inc. 54 Portsmouth Street Concord, NH 03301	\$19,643.00
A.N. Whipple Construction PO Box 210 George's Mills, NH 03751	\$19,800.00

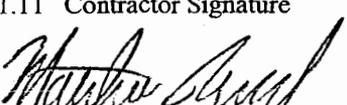
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish & Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.2 Contractor Name Trout Unlimited, Inc.		1.4 Contractor Address 54 Portsmouth Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-228-2200	1.6 Account Number 7500 21270000 020 500252	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$19,643.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number (603)271-3511	
1.11 Contractor Signature  Date: 4/29/20		1.12 Name and Title of Contractor Signatory Matthew Renaud, CFO	
1.13 State Agency Signature  Date: 6/1/2020		1.14 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/11/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 4/29/20

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 include 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 ML
Date 4/28/20

NH FISH AND GAME DEPARTMENT

Exhibit A

Special Provisions

A list containing a minimum of three (3) references for similar projects completed by the CONTRACTOR utilizing the specified methods within the last five years. Information to be provided includes the Referee's name, address, contact name, phone number, project description and dates of service.

Exhibit B

Scope of Services

CONTRACT DESCRIPTION

General: The work to be completed consists of the felling of trees and movement of them into a total of up to 13,000 feet of Shoppe, Abbott and Graham Brooks to restore fish habitat.

Project Coordination: The Contractor shall coordinate with NH Fish and Game Department Inland Fisheries Staff on the proposed design, project timing, location, final project review, and an accounting of all project expenses.

Addition of felled trees to Shoppe, Abbott and Graham Brooks

1. Contractor shall provide all equipment, including safety equipment, for the Contractor's employees.
2. Contractor shall mobilize all equipment to selected work sites and be responsible for the maintenance and securing of all equipment.
3. Contractor shall fell trees, and if necessary, move them into the stream channels using hand tools and grip hoist.
4. Contractor may select the trees to fell and where to move them upon coordination and direction from NH Fish and Game staff prior to the initiation and installation of this large wood project.

Exhibit C

Method of Payment

Method of payment shall be as follows:

1. The owner of Trout Unlimited, Inc. shall receive payment for services rendered in accordance with the following schedule:
 - a. Total services not to exceed \$19,643.00 from the Fish and Game Department.
 - b. Payment will be made within thirty (30) days after completion of work or receipt of approved invoice, whichever is later.

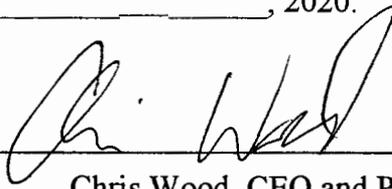
CERTIFICATE of AUTHORITY

I, Chris Wood, Chief Executive President of Trout Unlimited do, hereby certify that:

1. I am the duly appointed Chief Executive Officer (CEO) and President;
2. Trout Unlimited wishes to accept New Hampshire Fish & Game Department (NHFGD) funds and to enter into a contract with the NHFGD;
3. Article VI, Section 12 of Trout Unlimited's current Bylaws authorize the CEO and President, or if he or she shall so designate, the Chief Financial Officer (CFO), to sign and execute in the name of the Corporation all contracts, agreements, or other written instruments that are required to accept grants and/or donations to the Corporation or to authorize expenditures pursuant to donor and/or grant agreements with any government agency, commission, or entity;
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 of CFO indicated in (3) above:

Matt Renaud, CFO of Trout Unlimited

IN WITNESS WHEREOF, I have hereunto set my hand as the CEO and President of Trout Unlimited, this _____ day of _____, 2020.



Chris Wood, CEO and President

COMMONWEALTH OF VIRGINIA
County of Arlington

On this the _____ day of _____, 2016, before me _____
(Notary Public)

the undersigned officer, personally appeared Elizabeth Maclin who acknowledged herself to be the Executive Vice President of Trout Unlimited 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.

Name of Notary Public (signature above)

Commission Expiration Date:
(Seal)

STATE OF NEW HAMPSHIRE
WORKERS' COMPENSATION LAW
NOTICE OF COMPLIANCE

TO EMPLOYEES

1. You are required by law (RSA 281-A:19) to report promptly to your employer an occupational injury or disease, even if you deem it to be minor. Form No. 8 WCA, Notice of Accidental Injury or Occupational Disease, may be used for that purpose (RSA 281-A:20,21). After you have completed and made it available to him or her, your employer must acknowledge receipt by signing and giving you a copy.
2. You are entitled to the services of a physician. This physician shall be within a managed care network, if applicable under RSA 281-A:23a.
3. You may not sue your employer as a result of a work-connected injury or disease by reason of your eligibility for benefits under the Workers' Compensation Law.

TO EMPLOYERS

1. You are required to display this poster so that it will be of the greatest possible benefit to your employees (RSA 281-A:4).
2. You are required to file an Employer's First Report of Injury or Occupational Disease, Form No. 8 WCA, with the Labor Commissioner as soon as possible, but no later than five days after learning of the occurrence of any injury (RSA 281-A:53, I). A copy of this form must also be provided to the nearest claims office of your insurance carrier unless the injury requires one-time treatment costing under \$2,000 and you pay the medical bill within 30 days. (RSA 281-A:53, I and Lab 504.02).
3. You are required to report to the Labor Commissioner any occupational disability, whether total or partial, of four or more days (RSA 281-A:22), on an Employer's Supplemental Report of Injury, Form No. 13 WCA, as soon as possible, but no later than ten days after the date of knowledge thereof (RSA 281-A:53, I and II).
4. You are required to furnish, or cause to be furnished, reasonable medical and hospital services, other remedial care or vocational rehabilitation, and various types of disability compensation to an injured or disabled employee in accordance with RSA 281-A:23, 25, 26, 28, 29, 31, 32.
5. All employers with 5 or more full time employees shall develop temporary alternative work opportunities for injured employees in accordance with RSA 281-A:23-b. Employer may be obligated to reinstate employees sustaining a compensable injury in accordance with RSA 281-A:25-a.
6. You are required to obtain from the carrier identified below a supply of all required workers' compensation forms. NOTICE - Violation of the various provisions of the Workers' Compensation Law carries civil penalties, court fines, or both.

Rudolph W. Ogden, III
Deputy Labor Commissioner

Ken Merrifield
Commissioner of Labor

The undersigned employer hereby gives notice of compliance with all provisions of the Workers' Compensation Law and Administrative Regulations of the Labor Commissioner of the State of New Hampshire pursuant to Revised Statutes Annotated, Chapter 281-A, as amended.

Name of Insurance Company
Or self-insurer:
Twin City Fire Insurance Company

Name of Employer:
TROUT UNLIMITED INC

By

Colin Lawson (COLIN LAWSON)

381612715

Employer Identification No.
(If number unknown, Employer to request from IRS)

This notice must be posted conspicuously in and about the Employer's place or places of business.

Prescribed by Labor Commissioner
State of New Hampshire
WCP-1 (07-18)