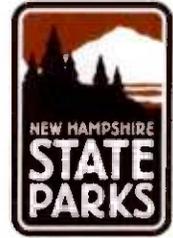




State of New Hampshire  
 DEPARTMENT OF NATURAL & CULTURAL RESOURCES  
 DIVISION OF PARKS & RECREATION

172 Pembroke Road Concord, New Hampshire 03301  
 Phone: 603-271-3556 Fax: 603-271-3553  
 TDD Access: Relay NH 1-800-735-2964  
 nhstateparks.org

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May 13, 2024

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Division) to enter into an amendment to an existing **Sole Source** contract with the Student Conservation Association, Inc. (SCA) (VC #173352), Arlington, VA, by increasing the price limitation by \$32,000 from \$819,750 to \$851,750 with no change to the completion date to provide interpretive and conservation services at various State Parks, effective upon Governor and Executive Council approval through December 31, 2025. The original contract was approved by Governor and Executive Council on October 19, 2022, item #65. 100% Other Funds (Agency Income).

Funds are available in the following accounts for Fiscal Years 2024 and 2025, and are anticipated to be available in Fiscal Year 2026, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
03-035-035-351510-372000000, <u>Service Parks</u>			
102-500731 - Contracts for Program Services	\$2,500	\$7,500	\$5,000
03-035-035-351510-401600000, <u>Community Recreation</u>			
102-500731 - Contracts for Program Services	\$5,667	\$8,500	\$2,833

**EXPLANATION**

The original contract approved by Governor and Council on October 19, 2022, item #65, was a **Sole Source** request due to the unique organizational expertise, technical skills, and knowledge that the SCA brings to the management of service corps. This amendment request is because of unanticipated increases in operating costs due to inflation, increases in the federal mileage reimbursement rate, and the loss of foundation support by a long-time sponsor of the program.

The SCA has provided conservation and education services to the Division since 1994 and has provided important conservation and education services to municipalities, non-profit organizations, and state and federal agencies. The partnership between the SCA and the Division provides a well-established, unique combination of leadership development and stewardship of New Hampshire's state parks.

This year, 2024, marks the 30<sup>th</sup> anniversary of AmeriCorps programming in New Hampshire State Parks. Over 800 AmeriCorps members have served over one million hours since 1994 providing education and conservation services. To continue support of this important partnership, the Division respectfully requests approval of the amendment with the SCA.

The Attorney General's Office has reviewed and approved this amendment as to form, substance, and execution.

Respectfully Submitted,



---

Brian J. Wilson  
Director

Concurred,



---

Sarah L. Stewart  
Commissioner

## Amendment of P-37 Contract Agreement

The Department of Natural and Cultural Resources, Division of Parks and Recreation, and Student Conservation Association Inc., hereby mutually agree to amend the contract for *Interpretation and Conservation Services*, originally approved by the Governor and Executive Council on October 19, 2022, Item #65, with a completion date of December 31, 2025, as follows:

1. Amend Box 1.8, Price Limitation, by increasing the contract price by \$32,000 for a new total of \$851,750;
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 as of the day and year written.

**Student Conservation Association, Inc.**

DocuSigned by:

*Matt Gray*

3/29/2024

Date

**Department of Natural and Cultural Resources**

*Sarah Stewart*

Sarah L. Stewart, Commissioner

5/14/24

Date

Approved as to form, substance and execution:

*Sheri Phillips*, AAG

Attorney General

5/15/2024

Date

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE STUDENT CONSERVATION ASSOCIATION is a New York Nonprofit Corporation registered to transact business in New Hampshire on January 22, 2016. 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: 737786

Certificate Number: 0006659848



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

## SECRETARY'S CERTIFICATE

I, Barbara McIntosh, the Chief Counsel and Secretary of the Board of Directors of The Student Conservation Association, Inc. ("SCA" or "Corporation"), hereby affirm and certify that:

1. At a meeting of the Board of Directors of SCA was duly called and held on March 9, 2023, a quorum was present and voting, and the following authority was granted to the following individuals:

That Lidia Soto-Harmon, as Chief Executive Officer and President ("President") of the SCA is granted full authority to enter into, bind and sign agreements, contracts and other instruments necessary to conduct the business of the SCA as of April 24, 2023; and

That the President also is granted full authority to delegate signing permissions to other staff as she deems necessary and to establish necessary and related internal controls.

2. The following individuals have been delegated and hold, at the pleasure of the President, such signing authorities:
  - Matt Gray, SVP Program
  - Barbara McIntosh, Chief Counsel and Board Secretary
  - Usha Chaudhary, Chief Operations Officer

I further certify that said authority has not been amended or repealed and remains in full force and effect as of the date signed below. I further certify that SCA understands that the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation (SCA). To the extent that there are limits on the authority of any listed individual to bind SCA in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: April 15, 2024



Attest:

Barbara McIntosh

Chief Counsel and Secretary of the Board of Directors The Student Conservation Association, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2024

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).

<b>PRODUCER</b> Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	<b>CONTACT NAME:</b> Kris Mansberger <b>PHONE (A/C, No, Ext):</b> 800-225-1865 <b>FAX (A/C, No):</b> 978-454-1865 <b>E-MAIL ADDRESS:</b> Kris.Mansberger@assuredpartners.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> The Student Conservation Association, Inc. 1310 N. Courthouse Road, Suite 110 Arlington VA 22201	<b>INSURER A:</b> United Educators Insurance
	<b>INSURER B:</b> Philadelphia Insurance Company
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 1119568974      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A2535B	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2671507 PHPK2671568	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability Deductible \$ 1,000
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000			A2535B	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 If required by written contract, Certificate Holder is included as additional insured on the General Liability on a Primary Non-Contributory basis as per General Liability form number CGL 05-2023 and CGL1011X-1 0522; on a Primary basis on the Auto Liability per Auto Liability form CA 0001 0310. If required by written contract, and allowed by State Law, a waiver of subrogation applies for General Liability, Auto and Umbrella per General Liability form CGL 05-2023, Auto Liability form PI-CA-001 VA 1215. Umbrella liability is follow form.  
 If required by written contract, Certificate Holder is included as additional insured on the General Liability on a Primary Non-Contributory basis and a waiver of subrogation applies per General Liability forms CGL 05-2023 and CGL1011X-1

<b>CERTIFICATE HOLDER</b>  Department of Natural and Cultural Resources Division of Parks and Recreation 172 Pembroke Road Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/25/2024

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**  
 Arthur J. Gallagher Risk Management Services, LLC  
 Creekside Crossing  
 8 Cadillac Drive Suite 200  
 Brentwood TN 37027

**INSURED**  
 THESTUD-01  
 The Student Conservation Assoc., Inc.  
 4601 North Fairfax Drive  
 Ste. 900  
 Arlington VA 22203

**CONTACT NAME:** Dina Crigger, Client Service Manager III  
**PHONE (A/C No. Exch):** 615-377-5150 **FAX (A/C No.):** 615-377-6101  
**E-MAIL ADDRESS:** dina\_crigger@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : First Liberty Insurance Corporation	33588
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER: 256036515**                      **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.

INBR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident)	\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC&Z11263482074	4/1/2024	4/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input 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)

**CERTIFICATE HOLDER**                      **CANCELLATION**

NH Dept. of Natural and Cultural Resources  
 Division of Parks and Recreation  
 172 Pembroke Road  
 Concord NH 03301  
 USA

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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STATE OF NEW HAMPSHIRE  
 DEPARTMENT of NATURAL and CULTURAL RESOURCES  
 DIVISION of PARKS and RECREATION  
 172 Pembroke Road Concord, New Hampshire 03301  
 Phone: (603) 271-3556 Fax: (603) 271-3553  
 Web: www.nhstateparks.org

September 15, 2022

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Division) to enter into a **Sole Source** contract with the Student Conservation Association, Inc. (SCA), (VC #173352), Arlington, VA in the amount of \$819,750 to provide interpretive and conservation services at various State Parks upon Governor and Council approval through December 31, 2025. 100% Other Funds (Agency Income).

Funds are available in the following accounts for Fiscal Year 2023, and are anticipated to be available in Fiscal Years 2024, 2025 and 2026 upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
03-035-035-351510-37200000, <u>Service Parks</u>				
102-500731- Contracts for Program Services	\$56,750	\$170,250	\$170,250	\$113,500
03-035-035-351510-40160000, <u>Office of Community Recreation</u>				
102-500731- Contracts for Program Services	<u>\$35,000</u>	<u>\$103,000</u>	<u>\$103,000</u>	<u>\$68,000</u>
Totals:	\$91,750	\$273,250	\$273,250	\$181,500

**EXPLANATION**

This request is **Sole Source** because the Student Conservation Association (SCA) has the organizational expertise, technical skills, and knowledge in managing a residential service corps. The SCA NH Corps has provided conservation and education services to the Division since 1994 and has provided important conservation and education services to municipalities, non-profit organizations, and state and federal agencies. The partnership between the SCA and the Division provides a well-established unique combination of leadership development, state park interpretative services and field operations to improve the condition of our state parks.

This contract is part of comprehensive service-learning program based at Bear Brook State Park. The Student Conservation Association's (SCA) New Hampshire AmeriCorps program is a residential community of emerging leaders who devote 7 months to full-time educational and conservation service. Each year 30 members come from across the U.S. to provide direct service to the natural resources and people of New Hampshire. From April through October SCA NH members serve in one of two positions within the program: Interpretive Rangers providing environmental education programming in NH State Parks, or as Conservation Stewards, carrying out significant natural resource protection, conservation projects and recreational improvement projects throughout the state.

The funding requested is specifically for Interpretive Rangers and Conservation Stewards operating in NH State Parks. The program includes recruitment, training, and supervision of Corps members. The interpretive services, the Discover the Power of Parks Program, will educate more than 35,000 visitors at twelve park locations. Programs focus on connecting participants with nature and building appreciation for New Hampshire's unmatched natural

heritage. Free Fall nature programming is offered after Labor Day at selected State Parks or at community locations for scout groups, classrooms, after school programs, senior centers, and libraries.

In 2019, SCA NH celebrated its 25th year of AmeriCorps programming, having managed over 700 AmeriCorps members that have served over one million hours since 1994 from Bear Brook State Park. During these years, SCA has proven its organizational ability to successfully administer youth corps programs, developing and annually reviewing tools, policies, and procedures including the development of a comprehensive Policies and Procedures Manual to effectively monitor programmatic and financial systems.

For these reasons, and in order to continue this important partnership with the SCA, the Division respectfully requests approval of this contract.

The Attorney General's Office has reviewed and approved this contract as to form, substance, and execution.

Respectfully submitted,



(154)

Sarah L. Stewart  
Commissioner

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

<b>1.1 State Agency Name</b> DNCR – Division of Parks and Recreation		<b>1.2 State Agency Address</b> 172 Pembroke Road Concord, NH 03301	
<b>1.3 Contractor Name</b> Student Conservation Association		<b>1.4 Contractor Address</b> 1310 N. Courthouse Rd, Suite 110 Arlington, VA 22201	
<b>1.5 Contractor Phone Number</b> 603-485-2191	<b>1.6 Account Number</b> 351510-37200000-102-500731 351510-40160000-102-500731	<b>1.7 Completion Date</b> December 31, 2025	<b>1.8 Price Limitation</b> \$819,750
<b>1.9 Contracting Officer for State Agency</b> Johanna Lyons		<b>1.10 State Agency Telephone Number</b> 603-271-3935	
<b>1.11 Contractor Signature</b> E-Signed: 09/15/2022 04:52 PM EDT  bmcintosh@thesca.org IP: 104.28.32.232 Cert ID: 20220915153913427		<b>1.11 Name and Title of Contractor Signatory</b> Barbara McIntosh, Secretary	
 Date: 9/22/2022		<b>1.14 Name and Title of State Agency Signatory</b> Sarah L. Stewart, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: <i>/s/ Christopher Bond</i> On: 10/3/22			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials BM  
 Date 09/15/2022

**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, 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

*BM*  
Contractor Initials E-Signed  
Date 09/15/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure, and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the

performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**Exhibit A**

**Special Provisions**

**1. USE OF SPRUCE POND CAMP**

- a. The SCA shall have exclusive use of the below listed facilities (the "Facilities") located within SPRUCE POND CAMP (collectively, the "Premises"), see Attachment A, including its associated parking areas, Spruce Pond and its beach area, Spruce Pond playground, see Attachment B.

i.	Administrative Building	FARMS# BBR55
ii.	Dining Hall and Kitchen	FARMS# BBR59
iii.	Infirmiry Building	FARMS# BBR58
iv.	"Cook Cabin"	FARMS# BBR97
v.	Explorers Lodge	FARMS# BBR60
vi.	Lodges & Cabins in Unit 1	FARMS# BBR65, BBR63A-H, BBR64
vii.	Lodges & Cabins in Unit 2	FARMS# BBR68, BBR66A-H
viii.	Cabins in Unit 3	FARMS# BBR71A-D
ix.	Lodges & Cabins in Unit 4	FARMS# BBR69, BBR73B-D
x.	Other Buildings	FARMS# BBR61, BBR62

- b. The SCA shall have exclusive use of the Premises to be used as a year-round residential facility for up to forty (40) SCA program staff and corps members (collectively, "Corps Members") serving as Interpretive Rangers under the Discover the Power of Parks program and as Conservation Crew service members conducting conservation service projects for the State and other governmental and non-profit entities.

Rights to the exclusive use of the Premises shall include all of the real property and contents therein, including the fixtures, furnishings, and equipment.

- c. The SCA shall access the Premises using the Park's existing access roadways of Podunk Road and Spruce Pond Road when the State's Campground is open and use of Campground Road in the winter when the State's Campground is closed.

- d. The State shall grant the SCA use of said Premises in exchange for: the in-kind value of the use of the Premises to offset the costs of services provided to the State; providing for the regular maintenance and operating expenses for the Premises that are related to SCA's use, assisting the state with onsite security issues; and fulfilling all of its programmatic obligations and requirements contained herein and as outlined in the SCA's Annual Operating Plan, as approved by the State.

The State reserves its right to adjust fees for future agreements, including but not limited to rent and/or establishing the in-kind value.

- e. The SCA shall not use the Premises for any commercial purposes; nor sublet or permit its use by any other person or persons except as may specifically be provided herein.

- f. The Premises granted herein for use and operation by the SCA are in "as is" condition, and the State shall not be required or compelled to improve, repair, rehabilitate, or maintain such land, facilities, and areas prior to or during the SCA's use of same. The SCA shall not alter, modify, nor make any improvements to the Premises, whether temporary, cosmetic, or permanent, without prior written approval from the State or except as provided in Exhibit B, Maintenance and Security.

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- g. The SCA agrees that the Director, Division of Parks and Recreation, or any of his/her duly authorized agents, at any time may examine and inspect any and all property located and situated on and in the Premises.
- h. The SCA shall promptly report within 24 hours any and all damage to the Premises occasioned by storm, accident, or other such events.

This Agreement shall not transfer to the SCA any claim, interest or right held by the State, and the SCA shall in no way nor at any time interfere, prevent, or obstruct any activity, operation, management, or use of land or rights held by the State

- 2. **PERSONAL PROPERTY.** The SCA shall provide, at its expense, furnishings, and equipment, including computers and communications equipment and services, for its own use within the Premises. The State shall not be responsible for any property of any type owned, held, or leased by the SCA or its Corps Members.
  - a. An inventory of equipment shall be conducted in the following manner:
    - i. An inventory of state-owned equipment in custody of the SCA shall be attached as an Exhibit in the Annual Work Plan and updated as new equipment is purchased or equipment is retired. The State and SCA agree to conduct an annual inventory each year and submit a reconciliation of the state-owned equipment and tools loaned to the SCA in the Exhibit. Specialized equipment and tools include but are not limited to generators, hand tools, nailers, chippers, computers, photocopiers, and printers.
    - ii. An inventory of SCA-owned equipment with a minimum value of \$100 shall be tagged and listed as an Exhibit in the Annual Work Plan. The SCA agrees to conduct an annual inventory each year and submit a reconciliation of SCA-owned equipment and tools in the Exhibit.
- 3. **UTILITIES.** The SCA shall be responsible for the costs of all utilities necessary for the proper operation of the Facilities, including but not limited to heating fuel (propane), electricity, telephone, cable, internet, and sanitation. There is no charge to use the well that provides water to the Premises. Failure by the SCA to pay for any utility services purchased, resulting in the termination of the services by the provider, may be considered a breach of this Agreement.

No expansion or alteration of utility services shall be provided by the State. In the event any interruption in such services should occur, the State shall not be responsible for any losses incurred by the SCA but shall make every effort to restore service as soon as possible.

- 4. **USE OF OTHER STATE-OWNED PROPERTY.** The State shall provide, at no additional cost to the SCA, field campsites for SCA conservation service members, and housing and/or field campsites for SCA summer education service members, at state park locations, as determined by and at the convenience of the State.
  - a. The location for SCA's use of field campsites and housing shall be identified by the State liaison at least 60 days prior to the commencement of education and conservation service on state lands.
  - b. The SCA shall abide by any and all conditions and requirements for use of such field campsites and housing, as identified in the Annual Operating Plan and approved by the State.

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- c. The State shall grant the SCA use of said field campsites and housing without cost, provided that the SCA fulfill all of its programmatic obligations and requirements contained herein and in its Annual Operating Plan.
- d. Non-programmatic overnight visitors to field camps and housing sites shall be prohibited. Daytime visitors shall be pre-approved by the park manager and visitors must pay all park entrance fees.
5. **RISK OF LOSS, DAMAGE, OR DESTRUCTION.** SCA shall obtain renters' insurance for the property on the Premises. The State shall not be liable to the SCA or any other person for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said Premises personal property of every kind on and within, or any part thereof, including, but not limited to, any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation.

The SCA shall be held legally and financially liable for the direct costs of any and all physical damages, repairs or rehabilitation costs of the Premises caused by its operations and activities thereon.

In the event that the Premises, facilities or trails, or any part thereof during said term, be destroyed or damaged by fire, flood, storm, or other casualty so that the same shall be thereby rendered unfit for the purposes of the SCA, the SCA may terminate this Agreement at its option. In any event, the State shall not be obligated to rebuild or replace any facility or trail, wholly or substantially destroyed by fire, flood, storm, or other casualty. The State of New Hampshire and the State shall not be liable to the SCA for any loss, damage, or inconvenience occasioned by any cause whatsoever to the SCA's revenues, operations, activities, or programs.

6. **STATE RULES, REGULATIONS AND ACTIONS.** The SCA and all its related activities shall not adversely impact the use of the Park by the public, as determined by the DNCR. The SCA shall comply with all reasonable requests of the Director, Division of Parks and Recreation, or any of his/her agents. The decision of the Commissioner of DNCR relative to the proper performance of the conditions of this Contract shall be final and conclusive as to each matter not covered in the Contract and questions that may arise in connection with the privileges granted, and also as to each matter which is not clearly covered herein:

The SCA, or its subcontractors and agents, shall apply for a Special Use Permit in accordance with DNCR's permitting policies and procedures, for all other events not specifically included herein and shall pay all associated permit, event and facility use fees.

The SCA shall comply with the DNCR policies, regulations, and applicable administrative rules governing state forests and state parks. The SCA, and all persons using the Premises and Park with the consent of the SCA, shall also comply with all statutes, laws, administrative rules, regulations, policies, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the SCA.

The DNCR reserves its right to restrict or close its lands, facilities, or trails to public use, pursuant to Res 7300, or for other State activities, including but not limited to timber operations.

6. **AUDITS.** The State, at its expense, shall have authority to audit the SCA's books and records that are directly related to this Agreement, to protect the public interest. Such audits shall be subject to supervision by the DNCR's internal auditor and shall be made at such times as the State may deem

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necessary to protect the State's interests. The SCA shall have the right to be present during any such audit and shall timely receive copies of all documents relating to the audit.

7. **INTERESTS, RIGHTS, AND OBLIGATIONS RESERVED.** The SCA shall have no authority to bind, obligate, or restrict the State in any way or at any time for any reason, including but not limited to any and all obligations, conditions, restrictions, regulation, or stipulations of any grant funding, donations, subcontracts, agreements or permits obtained or executed by or that may arise out of the SCA in its performance of its activities and operations described herein. Third party grants, donations or other contributions or material support shall not constitute a claim or interest within the Premises, upon the Facilities or Property, or upon the State.

### Exhibit B

#### Scope of Work

1. **ANNUAL WORK PLAN.** The SCA shall provide the State with an Annual Work Plan of maintenance, repairs and proposed improvements for Spruce Pond Camp and other in-kind service performed on state lands. The plan shall include the inventories of State-owned and SCA-owned property and equipment, as Exhibits described above. A summary report of all maintenance, repairs, and improvements for Spruce Pond Camp accomplished by the SCA shall be submitted to the State by December 31st. For convenience, the Annual Work Plan may be submitted as part of the Annual Operating Plan, described below.
2. **ANNUAL OPERATING PLAN.** The SCA shall provide an Annual Operating Plan at least 60 days prior to the start of each calendar year and submit the plan to the Division Director for review and approval. The Annual Operating Plan shall contain an overview of the SCA's operations including program start and end dates, trainings, service dates for education programming and conservation service, scheduled time off, and special events, as outlined in Attachment C.

The Division Director shall review the Annual Operating Plan or proposed amendment and shall, within thirty (30) days, either approve the plan, portions of the plan, or request revision and resubmission of the plan to enable the SCA to address specific comments or objections made by the State. The revised plan shall be due to the State within thirty (30) days of the State's request for revision.

The State reserves the right to reject any part of a proposed scope of work but shall provide the basis of its decision in writing. Both the State and the SCA shall work in good faith to meet said deadlines and both parties may request extensions of their respective deadlines.

3. **TRAINING.** The SCA shall, at its expense, provide its members with the training necessary to execute and deliver its Conservation Crews and Interpretive Rangers programs properly and safely. The SCA shall comply with the DNCR policy on chainsaw use and certification, as amended, or other policy accepted by the State, while on State reservations or conducting work on behalf of the State. The DNCR may, as time and budget allow, provide the SCA with chainsaw certification training at no cost to the SCA. The State shall provide the SCA with a copy of the DNCR chainsaw policy.
4. **TRANSPORTATION.** The SCA shall be responsible for transportation of its conservation crews and their tools to project sites.

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5. **STAFF IDENTIFICATION.** The SCA shall demonstrate its partnership with State through the consistent and wide-spread use of the NH State Parks name and logo.
  - a. SCA service clothing shall include the NH State Parks logo and shall be worn daily when working in the field.
  - b. SCA shall include the NH State Parks name and logo in its signage, recruitment, and training materials, press releases, program calendars and on the SCA NH Corps website.
6. **STATE PARK ACCESS.** The State shall provide the SCA staff and members with a State-issued ID card that grants free admission to State Park day-use areas. The ID card shall expire at the end of each program year. This benefit shall not apply to attractions, camping, function space, metered parking, parking fee areas, or other enterprise and concession activities.
7. **REPORTING.** The SCA shall provide the State with in-program an end-of-program-year reports that summarizes its accomplishments, including projects and programs completed, and the value of labor hours and materials contributed as outlined below. The report shall be delivered to the State's Program Liaison by December 31st of each year.
  - a. A Hitch Report for conservation service projects shall be submitted by the SCA to DPR at invoicing of each hitch including but not limited to:
    - i. Description of the Project and summary of work completed
    - ii. Accomplishments and Challenges
    - iii. Before and After project photos
  - b. An Education Service Report shall be submitted by the SCA to DPR monthly to include but not limited to:
    - i. Number of program participants by park or location and program type
    - ii. Description of programs presented
    - iii. Accomplishments and Challenges
  - c. An Annual Report summarizing the work accomplished by the NH Corps for DPR and other partners shall be submitted by December 31st of each program year summarizing grants and sponsorship initiatives, conservation and education services provided to DPR and other partners.
  - d. A Summary Report of all maintenance, repairs, and improvements for Spruce Pond Camp accomplished by the SCA.
8. **MAINTENANCE AND SECURITY.** The SCA shall be responsible for all costs of preventative and routine maintenance of the Premises as deemed necessary by SCA to execute its obligations under this Agreement. Routine maintenance means minor and cosmetic repairs (electrical, plumbing, carpentry, painting, etc.) of the Facilities, custodial and janitorial responsibilities, equipment and appliances, the grounds within the Premises, and snow plowing certain access roadways leading into the Premises, with the objective of continuing the Facilities in good, tenable condition and safe manner, including but not limited to:
  - a. Assisting in deterrence through its occupancy, vandalism, and trespassing at Spruce Pond Camp.

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- b. Snow plowing those sections of Spruce Pond Camp Road and Campground Road that leads into the Premises.
- c. Shoveling roofs and walkways for the purposes of public safety and building integrity.
- d. Cleaning of duff and debris from building roofs and raking and removing excess duff and debris from foundations of buildings for the purpose of maintaining building integrity.
- e. Painting interior and exterior of the Facilities, as needed.
- f. Maintenance of Spruce Pond Camp Road and Campground Road leading into the Premises, such as removal of debris and fallen trees, within SCA's scope of training and ability. The SCA shall notify the State of any potential risk trees.
- g. Routine and minor building repairs and maintenance as needed.
- h. Trash removal, housekeeping and custodial care, and grounds maintenance.
- i. Drinking water testing of the well, per the State's protocol; and
- j. Reimbursing the State for septic pump-out and maintenance work done by the State.

The State shall be responsible for the cost of major maintenance work, repair to the existing Facilities including, but not limited to septic sewage and water systems; utilities; facility exteriors, roofing, and structure, and related mechanical systems.

#### 9. SITE IMPROVEMENTS & STRUCTURES.

- a. The State granted approval to the SCA to construct, install, maintain, and use a greenhouse, at the SCA's expense. The greenhouse is a temporary structure approximately 7' x 14' placed in the Spruce Pond playfield adjacent to the existing raised garden beds in accordance with the SCA's proposal entitled "Service-Learning Project 2016: Greenhouse Build, Spruce Pond Camp." The State granted approval to the SCA to dig an 8" deep trench filled with crushed stone to allow for proper drainage of the greenhouse, and to use timber felled during the SCA's chainsaw training courses. The SCA obtained all other necessary approvals and permitting for its greenhouse and will be responsible for its condition. The State, at its discretion, shall determine if the greenhouse is to be removed and the grounds restored by the SCA upon termination of this Agreement. Should the State elect to keep the greenhouse, it shall vest to the State at no cost.
- b. Any other installations of improvements or structures requested by the SCA shall be proposed in the SCA's Annual Work Plan for Spruce Pond Camp and shall be approved or denied by the State.
- c. All temporary improvements or structures built or installed by the SCA that can be removed from the Premises with no adverse or permanent impact to the site and with the site being restored to its original condition before such temporary improvement or construction occurred, as determined by the State, shall remain the personal property of the SCA.
- d. The SCA shall remove such temporary improvements or structures within 30 days prior to the termination of this Agreement or as arranged by mutual agreement, and shall restore the Premises to its original condition, reasonable wear and tear excepted. The decision of the DNCR Commissioner relative to whether an improvement or structure built or installed by the SCA is deemed fixed or permanent or temporary shall be final and conclusive to this matter.

  
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- c. By mutual agreement of the parties, the SCA may transfer to the State and the State may accept temporary improvements or structures built or installed by the SCA, which shall vest to the State at no cost.

**10. PROJECT PERMITS AND LICENSES.** All necessary licenses and permits required for improvements, maintenance, and operation of the Facilities within the Premises shall be obtained in the following manner:

- a. The SCA shall procure, at its expense, all necessary licenses and permits required in connection with the SCA's responsibility to perform all routine and minor building repairs and maintenance; the SCA's own property, its activities, and its operations described herein; and specifically related to the Premises. All such licensing and permits shall be coordinated with the State, as the landowner of the Premises.
- b. The SCA agrees that no live trees or shrubs or vegetation shall be cut, damaged, or used by the SCA without separate, advance written permission from the State or as part of the Annual Work Plan approved by the State.
- c. The State shall procure, at its expense, all necessary licenses and permits required in connection with the major repairs and maintenance of the Premises. Such major repairs and maintenance of the Premises shall be at the sole discretion of the State.

**11. CONTACTS.**

**SCA ONSITE CONTACT**

Davis Brush, Program Manager  
P: 603-485-2191  
E: [dbrush@thesca.org](mailto:dbrush@thesca.org)

**STATE CONTACTS**

Johanna Lyons, Program Liaison  
P: 603-271-3935  
E: [Johanna.Lyons@dncr.nh.gov](mailto:Johanna.Lyons@dncr.nh.gov)  
Tara Blaney, South Region Supervisor  
P: 603-485-1031  
E: [Tara.L.Blaney@dncr.nh.gov](mailto:Tara.L.Blaney@dncr.nh.gov)

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**Exhibit C**

**Method of Payment**

1. Total Funding Not to Exceed: \$819,750 under this Agreement.

<u>Service Parks</u>	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
Contracts for Program Services	\$56,750	\$170,250	\$170,250	\$113,500
<u>Office of Community Recreation</u>				
Contracts for Program Services	\$35,000	\$103,000	\$103,000	\$68,000
	\$91,750	\$273,250	\$273,250	\$181,500
Totals:				

2. The State shall pay the SCA upon receipt of invoice in the following manner:

- a. Itemized invoices and post-hitch report for Conservation Crew Services shall be submitted by the SCA at the completion of each hitch and/or project; and
- b. Itemized invoices for Interpretive Ranger Services shall be submitted by the SCA prior to June 30th and October 30th; and
- c. All invoices must indicate the program date or hitch/project date the services(s) are being applied to, as provided in the breakdown above.

3. Term: The term of this Contract shall commence upon Governor and Council approval through December 31, 2025, unless sooner terminated as provided herein.

The SCA shall notify the State in writing by June 30, 2025, that the SCA seeks to enter into a new contract with the State.

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Signed \_\_\_\_\_

9/14/2022

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE STUDENT CONSERVATION ASSOCIATION is a New York Nonprofit Corporation registered to transact business in New Hampshire on January 22, 2016. 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: 137786

Certificate Number: 0005854991



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

Corporate Resolution

I, Noordin Moloo, hereby certify that I am duly elected Clerk/Secretary/Officer  
(Name)  
of the Student Conservation Association. I hereby certify the following is a true of a vote taken at  
a meeting of the Board of Directors/shareholders, duly called and held on March 25, 2021, at  
which a quorum of the directors/shareholders were present and voting.

Voted: That Stephanie Meeks (CEO & President), Matt Gray (Senior Vice President of  
Program), Noordin Moloo (Chief Financial & Administrative Officer), Bridget Nelson  
(VP People & Culture) and Barbara McIntosh (General Counsel and SVP of Executive  
Initiatives and Organizational Planning) are duly authorized to enter into contracts or  
agreements on behalf of Student Conservation Association with the State of New  
Hampshire and any of its agencies and departments and further is authorized to execute  
any documents which may in his/her judgement to be desirable or necessary to affect the  
purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as the date of the contract to which this certificate is attached. This authority shall  
remain valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood the State of New Hampshire will rely on this certificate as evidence the  
person(s) listed above currently occupy the positions(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are limits on the authority of any listed  
individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 9/1/2022

ATTEST: Noordin Moloo  
Noordin Moloo, Chief Financial &  
Administrative Officer \_\_\_\_\_  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/1/2022

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).

<b>PRODUCER</b> Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	<b>CONTACT NAME:</b> John Delgnon <b>PHONE (AC No. #):</b> 978-458-1865 <b>FAX (AC No. #):</b> 978-454-1865 <b>E-MAIL ADDRESS:</b> John.Delgnon@fredchurch.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Student Conservation Association, Inc. 1310 N. Courthouse Road, Suite 110 Arlington VA 22201	<b>INSURER A:</b> United Educators Insurance NAIC #: 10020	
	<b>INSURER B:</b> Philadelphia Insurance Company NAIC #: 23850	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER: 390775517**      **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.

FORM	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (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"/> PROJECT <input type="checkbox"/> LOC OTHER:		A25358	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY		PHPK2258804	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000		A25358	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
If required by written contract, Certificate Holder is included as additional insured on the General Liability, Auto and Umbrella. Coverage is provided on a Primary Non-Contributory basis as per General Liability form number CGL 06-2008 and CGL636X-1 0410; Auto Blanket Additional Insured - Primary and Non-Contributory form 461-0478 1212. If required by written contract, and allowed by State Law, a waiver of subrogation applies for General Liability, Auto and Umbrella per General Liability form CGL 06-2008, Business Auto Broadening Endorsement form 461-0155 0907. Umbrella liability is follow form.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire PO Box 483 Concord NH 03302-0483 USA	<b>CANCELLATION</b>  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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2022

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. Creekside Crossing 8 Cadillac Drive Suite 200 Brentwood TN 37027	<b>CONTACT NAME:</b> Dina Cripger, Client Service Manager III.	
	<b>PHONE (AC, TX, Int):</b> 615-377-5150	<b>FAX (AC, Int):</b> 615-377-5101
<b>EMAIL ADDRESS:</b> dina.cripger@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Employers Insurance Company of Wausau		21458
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>INSURED</b> The Student Conservation Assoc., Inc. 4601 North Fairfax Drive, Ste. 900 Arlington VA 22203	<b>THESTUD-01</b>
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**COVERAGES**      **CERTIFICATE NUMBER: 388064906**      **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.

INSTR	TYPE OF INSURANCE	ADDL	INSUR	POLICY EFF	POLICY EXP	LIMITS	
LTR		(INS)	(W/O)	(MM/DD/YYYY)	(MM/DD/YYYY)		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCC-Z11-253482-012	4/1/2022	4/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire PO Box 483 Concord NH 03302-0483	<b>CANCELLATION</b>  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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