



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

5A

August 2, 2023

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 to amend the scope of services of a contract with Rockingham County Conservation District (VC #154584), Brentwood, NH for ecosystems restoration efforts at Odiorne State Park now including Fairhill Marsh effective upon Governor and Council approval through December 31, 2024. The original contract was approved by Governor and Council on October 4, 2022, Item #29C. 100% Other funds (Agency Income).

**EXPLANATION**

The Rockingham County Conservation District successfully was awarded grant funding for restoration design for the Fairhill Marsh and area that is part of Odiorne Point State Park. Fairhill Marsh is an important ecosystem system that will improve plant and wildlife habitat and water quality. The project scope is to identify and prepare existing conditions plan, conducting stakeholder workshops, making public presentations and creating a restoration plan for the marsh. There is no cost to the Division of Parks and Recreation.

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

Sincerely,

Brian J. Wilson  
Director

Concurred,

Sarah Stewart  
Commissioner

(15M)

## Amendment of P-37 Contract Agreement

The Department of Natural and Cultural Resources, Division of Parks and Recreation, and Rockingham County Conservation District, hereby mutually agree to amend the contract for *Odiorne Point State Park – Ecosystem Restoration Project* originally approved by the Governor and Executive Council on October 4, 2022, Item #29C, with a completion date of December 31, 2024, as follows:

1. Amend Exhibit B, Scope of Services, to ADD, after Item h., the following services for *Fairhill Salt Marsh – Collaborative Restoration Design*:
  - i. Identify existing conditions and prepare an existing conditions plan for the Fairhill Salt Marsh at Odiorne Point State Park by conducting geospatial analysis, mapping of remnant salt marsh agriculture infrastructure, topographic survey, monitor water levels, and calibrate tidal datums.
  - j. Conduct Stakeholder Engagement by holding Workshop #1, convene design team meetings, holding Workshop #2, and making public presentations.
  - k. Create a Restoration Plan by synthesizing information for the Existing Conditions Plan, drafting a Preliminary Restoration Design and Monitoring outline, create the Preliminary Design and Engineering Plan, and complete the Final Report.
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.

**Rockingham County Conservation District**

Cynthia W. Smith  
Cynthia W. Smith, Vice Chair

Aug. 1, 2023  
Date

**Department of Natural and Cultural Resources**

Sarah L. Stewart  
Sarah L. Stewart, Commissioner

08/10/2023  
Date

Approved as to form, substance and execution:

Sheri Phillips  
Attorney General

8/10/2023  
Date

BJW/jl/tl-060623

**Certificate of Authority**

I, Rick Sugatt, Secretary of the Rockingham County Conservation District do hereby certify that:

1. I am the duly elected Secretary;
2. at a meeting held on **June 28, 2023**, the Rockingham County Conservation District voted to accept an amendment to an existing contract with the State of New Hampshire, Department of Natural and Cultural Resources, (NH DNCR) Division of Parks and Recreation;
3. the Rockingham County Conservation District further authorizes the Vice Chairman to execute any documents which may be necessary for this contract;
4. this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
5. the following person has been appointed to and now occupies the office indicated in (3) above:

Cynthia W. Smith,

Vice Chairman

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District this 1<sup>st</sup> day of August 2023.

Richard Sugatt

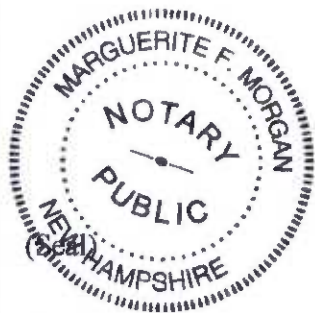
Printed Name: RICHARD SUGATT

State of New Hampshire  
County of Rockingham

On this 1<sup>st</sup> day of August, 2023, before me Marguerite F. Morgan

The undersigned officer, personally appeared Rick Sugatt who acknowledged himself to be the Secretary of the Rockingham County Conservation District being authorized so to do, executed the forgoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Marguerite F. Morgan  
Justice of the Peace/Notary Public

Commission Expiration Date: 6-28-2028



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/23/2023

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

**COVERAGES**                      **CERTIFICATE NUMBER:** 23-24 Master, 22-23 BA                      **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			BKS57752315	07/08/2023	07/08/2024	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							EMPLOYMENT \$ 100,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			6235245	08/26/2022	08/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist BI \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB						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			XWS57752315	07/08/2023	07/08/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
			Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N				E.L. EACH ACCIDENT \$ 500,000
			N/A				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)

New Hampshire Workers' Compensation = Executive Officers or Members excluded are: Cris Blackstone, Richard Lutz and Samantha Cyr

<b>CERTIFICATE HOLDER</b>  NH Department of Natural & Cultural Resources 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.  AUTHORIZED REPRESENTATIVE  <i>Joyce Torrey</i>
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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL AND CULTURAL RESOURCES  
DIVISION of PARKS and RECREATION

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29C

September 21, 2022

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a **Sole Source** contract with Rockingham County Conservation District (VC #154584), Brentwood, NH in the amount of \$42,450 for ecosystem restoration efforts at Odiorne Point State Park upon Governor and Executive Council approval through December 31, 2024. 100% Other Funds (Agency Income).

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

03-035-035-351510-37200000, Service Parks

	<u>FY 2023</u>	<u>FY 2024</u>
103-502664 – Contracts for Operation Services	\$21,225	\$21,225

**EXPLANATION**

This request is **Sole Source** because the Rockingham County Conservation District (RCCD) in cooperation with the Division of Parks and Recreation (Division) has worked to restore the ecosystem at Odiorne Point State Park over the past 7 years by removing invasive species and planting native plants and shrubs. The Division provided base funding of \$38,950 in 2020 which allowed RCCD to apply for and receive \$99,918 in grant funds to carry out tasks similar to those proposed for calendar years 2020-2022. The funding provided through this contract will be used for the following: volunteer coordination, herbicide application, plot monitoring, compilation of an "Operation and Management Plan", mowing, rare plant survey, and base funding for grant writing as well as serving as a cash match for the RCCD. The match will support their efforts to obtain additional grant funding for the continuation of ecosystem restoration activities at Odiorne Point State Park as recommended in the *Odiorne Point State Park Invasive Plant Management Plan, Rye, NH*. The Division respectfully requests sole source approval of this contract to continue this unique collaborative ecosystem restoration effort.

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

Respectfully submitted,

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> Department of Natural and Cultural Resources		<b>1.2 State Agency Address</b> 172 Pembroke Road Concord, NH 03301	
<b>1.3 Contractor Name</b> Rockingham County Conservation District		<b>1.4 Contractor Address</b> 110 North Road Brentwood, NH 03833	
<b>1.5 Contractor Phone Number</b> 603-679-2790	<b>1.6 Account Number</b> 03-035-035-351510- 32700000-103-502664	<b>1.7 Completion Date</b> December 31, 2024	<b>1.8 Price Limitation</b> \$42,450
<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> <i>Cynthia W. Smith</i> Date: 8-26-22		<b>1.12 Name and Title of Contractor Signatory</b> Cynthia Smith, Vice Chair	
<b>1.13 State Agency Signature</b> <i>Sarah Stewart</i> 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>Takhmina Rakhmatova</i> On: 9/22/2022			
<b>1.17 Approval by the Governor and Executive Council (If applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials CWS  
 Date 8-26-22



**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the



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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

State of New Hampshire  
Department of Natural and Cultural Resources  
Division of Parks and Recreation

Odiorne Point State Park- Ecosystem Restoration Project

EXHIBIT A

**SPECIAL PROVISIONS**

- a. The activities of the Contractor in its performance of the Services shall not adversely impact the access, use, and enjoyment of Odiorne Point State Park by the general public.
- b. This Agreement shall not transfer to the Contractor any claim, interest, or right held by the State and the Contractor shall in no way nor at any time interfere, prevent, or obstruct any activity, operation, management, or use of land or rights held by State.
- c. The Contractor shall have no authority to bind or obligate the State in any way or at any time for any reason, including but not limited to any and all obligations, conditions, restrictions, or stipulations of any grant funding, donations, subcontracts, regulatory permits, or other agreements obtained or executed by the Contractor in its performance of the Services. Third party grants, regulatory permits, donations, or other contributions or material support shall not constitute a claim or interest within the Park.

Contractor Initials CWS

Date 8-26-22



**EXHIBIT B**

**Scope of Services**

The Rockingham County Conservation District shall provide the following:

- a. An annual report summarizing all project activity during the past year including field treatment and number of community volunteers that participated in the project.
- b. Contractor agrees to consult with the NH Division of Parks and Recreation, Natural Heritage Bureau, NH Fish and Game Department, NH Department of Agriculture, NH Division of Historical Resources, NH Department of Environmental Services and other state and federal agencies as needed to review the work plan and make any addendums or amendments to the plan that may be required.
- c. The Contractor shall conduct a survey for rare plant species in the treatment areas prior to work being initiated.
- d. The Contractor shall notify the NH Natural Heritage Bureau of any rare plant species and/or state listed or federally listed species (threatened, endangered or species of special concern) discoveries.
- e. The Contractor shall complete up to four funding applications.
- f. The Contractor shall continue partner coordination and investigations/analysis of habitat restoration at little harbor coastline.
- g. Complete up to 3-6 +/- acres of priority mowing as generally shown on the Proposed Habitat Restoration Map, Odiorne Point State Park, 2022.
- h. All permits necessary for the Contractor to perform the Services shall require approval from the State.

Contractor Initials CWS

Date 8-26 - 22

**EXHIBIT C**

**Payment**

1. Volunteer Coordination/Implementation Costs:	\$8,500
2. Updates to Operation and Management Plan for Continued Restoration of fields: Development of Operation and Maintenance plan costs.	\$4,450
3. Rare Plant Surveys:	\$1,500
4. Funding Application(s)-Complete up to four funding applications	\$5,500
5. Reporting:	\$3,600
6. Coastal Investigations	
Continued partner coordination and investigations/analysis of habitat restoration at Little Harbor coastline	\$6,400
7. Mowing Restoration Budget (per general proposed Habitat Restoration Map, 2020) Complete up to 3-6 +/- acres of priority mowing as generally shown on the Proposed Habitat Restoration Map, Odiorne Point State Park, 2022.	\$12,500
<b><u>Total Contract Not to Exceed:</u></b>	<b><u>\$42,450</u></b>

**Method of Payment:**

Invoices shall be submitted quarterly

**Term:**

This contract shall commence upon approval of the Governor and Executive Council through December 31, 2024.

Contractor Initials CWS

Date 8-26-22



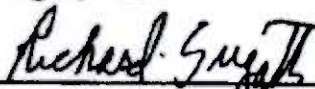
CERTIFICATE of AUTHORITY

I, Rick Sugatt, Secretary, of the Rockingham County Conservation District, do hereby certify that:

- (1) I am the duly elected Secretary.
- (2) at the meeting held on August 17, 2022, the Rockingham County Conservation District voted to accept the Department of Natural and Cultural Resources funds and to enter a contract with the Department of Natural and Cultural Resources.
- (3) the Rockingham County Conservation District further authorized Cynthia Smith, Vice Chair to execute any documents which may be necessary for this contract.
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Cynthia Smith, Vice Chair

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District, this 26<sup>th</sup> day of August, 2022.

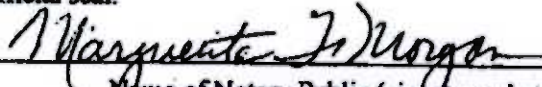


Rick Sugatt, Secretary

STATE OF NEW HAMPSHIRE  
County of Rockingham

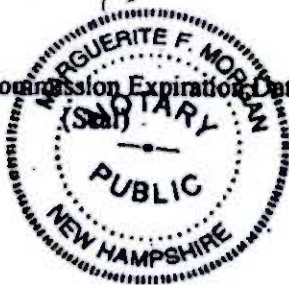
On this the 26<sup>th</sup> day of August 2022 before me Marguerite F. Morgan the undersigned officer, personally appeared Rick Sugatt who acknowledged him/herself to be the Secretary of the Rockingham County Conservation District being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.



Name of Notary Public (signature above)

Commission Expiration Date: 7-27-2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/08/2022

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 endorsements.

<b>PRODUCER</b> Cross Insurance-Laconia 155 Court Street  Laconia NH 03246	<b>CONTACT NAME:</b> Ann Hebert <b>PHONE (INC. OR FAX):</b> (603) 524-2425 <b>FAX (INC. OR):</b> (603) 524-3888 <b>EMAIL:</b> ann.hebert@crossagency.com
<b>INSURED</b> Rockingham County Conservation District 110 North Road  Barraboo NH 03833-0814	<b>INSURER(S) PROVIDING COVERAGE</b> INSURER A: Orla Security Ins Co 24062 INSURER B: Safety Insurance Co 39454 INSURER C: INSURER D: INSURER E:

COVERAGES CERTIFICATE NUMBER: CL227802475 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.

LINE	TYPE OF INSURANCE	ADDL. COV. (REQ. / W/O)	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  GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SBJCT <input type="checkbox"/> LOC OTHER:		BKS(23)57782316	07/08/2022	07/08/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Per one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED - AUTOS ONLY		6235245	08/28/2021	08/28/2022	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ Uninsured motorist BI \$ 1,000,000	
	UMBRELLA LMB <input type="checkbox"/> OCCUR EXCESS LMB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Satisfactory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	XWS57782315	07/08/2022	07/08/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYER \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 991, Additional Remarks Schedule, may be attached if more space is required)  
New Hampshire Workers' Compensation - Executive Officers or Members excluded are: Cels Blackstone, Richard Lutz and Samantha Cyr

<b>CERTIFICATE HOLDER</b> NH Department of Natural & Cultural Resources 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.  AUTHORIZED REPRESENTATIVE <i>Ann Hebert</i>
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