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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us
WEB: www.nhstateparks.org

September 15, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation to enter into a contract with Rockingham County Conservation District (VC #154584), Brentwood, NH in the amount of \$11,400 for base funding to continue with existing management objectives and move forward with new restoration initiatives at Odiorne Point State Park upon Governor and Executive Council approval through December 31, 2016. 100% Parks Fund

Funding is available in account titled, Service Parks, as follows, and pending budget approval for FY 2016 and FY 2017:

	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>
03-35-35-351510-37200000-048-500226 Contractual Maintenance	\$2,850	\$5,700	\$2,850

EXPLANATION

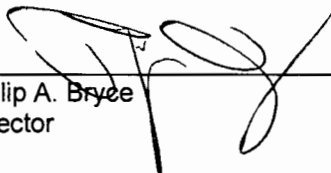
The Rockingham County Conservation District (RCCD) in cooperation with the Division of Parks and Recreation has worked to restore the ecosystem at Odiorne Pont State Park for over 5 years by removing invasive species and planting native plants and shrubs. Leonard Lord, District Manager, and Tracy Degnan, Conservation Specialist will oversee/manage all planned restoration activities as outlined in the attached Research License and annual operating plan.


This contract for base funding will be used as cash match for grant funding to continue ecosystem restoration activities at Odiorne Point State Park as recommended in the *Odiorne Point State Park Invasive Plant Management Plan, Rye NH*. The RCCD as part of its management objectives will solicit and manage school groups and others to complete restoration planting and invasive plant control, apply for special permits for treatment of previously treated fields at appropriate times, re-check and complete monitoring at all existing plots in management areas and update monitoring reporting. In addition, RCCD to continue improving the park will complete up to three funding applications including required reporting.

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

Submitted by,

Concurred by,


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner



Subject:

Odiorne Ecosystem Restoration Project

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DRED - Division of Parks and Recreation		1.2 State Agency Address PO Box 1856	
1.3 Contractor Name Rockingham County Conservation District		1.4 Contractor Address 110 North Road, Brentwood NH 03833	
1.5 Contractor Phone Number 603-679-2790	1.6 Account Number 37200000-048-500226	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$11,400
1.9 Contracting Officer for State Agency Jeffrey J. Rose, Commissioner		1.10 State Agency Telephone Number 603-271-3556	
1.11 Contractor Signature <i>Cynthia W. Smith</i>		1.12 Name and Title of Contractor Signatory Cynthia Smith, Chairman	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>9-3-14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Marguerite F. Morgan</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Marguerite F. Morgan, Notary Public</u>			
1.14 State Agency Signature <i>Jeffrey J. Rose</i>		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>n/a</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>10/13/14</u>			
1.18 Approval by the Governor and Executive Council By: On:			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

Contractor Initials CWS
Date 9-3-14

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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.

17. 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.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**Department of Resources and Economic Development
Division of Parks and Recreation
Odiorne Point State Park
Ecosystem Restoration Project**

EXHIBIT A

Summary of Services:

The consultant shall:

1. Volunteer Coordination/Implementation:

RCCD will solicit and manage school groups and others to complete restoration planting and invasive plant control as recommended in the plan.

2. Herbicide spot applications (as permitted) to previously treated fields:

Apply for special permits for and treatment of previously treated fields at appropriate times.

3. Monitoring of existing plots:

Re-check/stake and complete monitoring at all existing plots in management areas and update existing monitoring spreadsheets/reports for accurate yearly reporting (2014).

4. Funding application(s)

Complete up to three funding applications for continued habitat restoration implementation at Odiorne including required reporting.

EXHIBIT B

Contract Price/Price Limitation/Payment

Invoices shall be submitted quarterly.

Total contract not to exceed \$11,400.

EXHIBIT C

Special Provisions

There are no special or additional provisions to this contract.

Contractor Initials
Date

CWS
9-3-14

**ODIORNE POINT STATE PARK
BASE FUNDING PROPOSAL
Rockingham County Conservation District**

The Rockingham County Conservation District in cooperation with the Division of Parks and Recreation has worked to restore the ecosystem at Odiorne Point State Park for over 5 years by implementing the recommendations in the *Odiorne Point State Park Invasive Plant Management Plan, Rye NH*. To continue with existing management objectives and move forward with new restoration initiatives, the RCCD proposes the following base funding request for the period September 1, 2014- December 31, 2016:

1. Volunteer Coordination/Implementation:

RCCD will solicit and manage school groups and others to complete restoration planting and invasive plant control as recommended in the plan.

Restoration budget:	\$3,150
RCCD ecologist/scientist: 10 hrs	
RCCD conservation specialist: 30 hrs	
RCCD conservation technician: 10 hrs	
Supplies: \$100	

2. Herbicide spot applications (as permitted) to previously treated fields:

Apply for special permits for and treatment of previously treated fields at appropriate times.

Invasive Plant Control budget:	\$2,550
RCCD licensed pesticide applicator: 20 hrs	
RCCD conservation technician applicator: 20 hrs	
Supplies: \$150	

3. Monitoring of existing plots:

Re-check/stake and complete monitoring at all existing plots in management areas and update existing monitoring spreadsheets/reports for accurate yearly reporting.

Monitoring budget:	
RCCD conservation technician: 40 hrs	\$1,800

4. Funding application(s)

Complete up to three funding applications for continued habitat restoration implementation at Odiorne including required reporting:

RCCD conservation specialist: 60 hrs	\$3,900
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Total base request from NH DRED: \$11,400

RCCD will continue to complete funding applications for additional restoration management phases at Odiorne Point State Park. The intent for additional base funding dollars will be to serve as leverage for future funding applications, based upon current RCCD rates. Funders are now requesting hard dollars from beneficiaries of projects as well as in-kind support as match, so this base funding amount will allow our collaborative partnership to be more competitive. The base funding amount will be used as cash match for restoration activities occurring at Odiorne, as recommended in the plan. It is proposed that funding applications be requested from: NH SCC, Fields Pond Association, NH DAMF, IPM, and a NH DES request will also be promoted.

RCCD staff including Leonard Lord, District Manager and Tracy Degnan, Conservation Specialist have been working at Odiorne Point State Park on restoration practices for over 5 years. The RCCD has a strong commitment to continue these efforts into the future. RCCD staff will oversee/manage all planned restoration activities as outlined in the 2014 Annual Plan, with any new additional proposals that are in keeping with the approved Research License.

CERTIFICATE of AUTHORITY

I, Joanna Pellerin, Secretary of the Rockingham County Conservation District do hereby certify that:

- (1) I am the duly elected Secretary;
- (2) at a meeting held on **August 19, 2014**, the Rockingham County Conservation District voted to accept NH DRED, Division of Parks and Recreation funds and to enter into a contract with NH DRED, Division of Parks and Recreation;
- (3) the Rockingham County Conservation District further authorized the Chairman to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Cynthia W. Smith Chairman

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Rockingham County Conservation District, this 3rd day of August, 2014. *September 2014*

Joanna Pellerin
Joanna Pellerin, Secretary

STATE OF NEW HAMPSHIRE

County of Rockingham

On this the 3rd day of September, 2014, before me Marquente F. Morgan
(Notary Public)

the undersigned officer, personally appeared Joanna Pellerin who acknowledged 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.

Marquente F. Morgan
(Notary Public Signature)

Commission Expiration Date: 9-18-2018
(Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anthony Viscusi Farm Family Insurance Company 297 Shoup Davis Rd Concord NH 03301	CONTACT NAME: Daniolle Poulin PHONE (A/C, No, Ext): 603-223-6886 FAX (A/C, No): 603-223-6690 E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A: Farm Family Casualty Insurance Company NAIC # 13803 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Rockingham County Conservation District 110 North Rd Exeter NH 03833	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SURR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			2801L0345	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENRAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DCD <input checked="" type="checkbox"/> RETENTION \$ 10,000			2801E0055	10/01/2014	10/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER P.L. EACH ACCIDENT \$ P.L. DISEASE - EA EMPLOYEE \$ P.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Operation : Restoration and Grant Work

CERTIFICATE HOLDER State Park Planning and Development Specialist Dred - Division of Parks and Recreation Po Box 1856 Concord NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION

RESEARCH LICENSE

The Department of Resources and Economic Development ("DRED") through its Director, Division of Parks and Recreation, ("State") under authority granted in RSA 227-H: 9 grants a Research License ("License") to: Leonard Lord, Rockingham County Conservation District, Brentwood NH, ("Licensee"), to use the below described State property for purposes as follows:

State Land: Odiorne State Park

Purposes of Research License: Invasive Plant Management

Period of Use: April 1, 2013 to March 31, 2016

Administrative Fee: None

Whereas Odiorne Point State Park is managed for recreational, educational and scientific purposes.

Whereas invasive plant management is intended to restore native plant communities while limiting impacts to recreational use to the greatest extent possible,

Whereas the historical and ecological integrity of restored habitats at the park will be maintained into the future and will also allow for enjoyment by the public,

Now therefore the Division of Parks and Recreation grants a research license under the following conditions:

1. The Licensee shall provide the Division of Parks and Recreation an annual work plan by February 1st of each year as outlined in the attached Work Plan requirements in Appendix A. Work will be accomplished as described in the "Odiorne Point State Park Invasive Plant Management Plan" adopted in May 2010 and through adaptive management, as approved in writing by the Director of the Division of Parks in consultation with the Odiorne Resource Management Committee.
2. The Licensee agrees to consult annually prior to March 31st with the NH Division of Parks and Recreation, NH 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 or federal agencies as needed to review the annual work plan and make any addendums or amendments to the plan that may be required.
3. Minor changes¹ to the work plan following this date may be approved in writing by the Director of the Division of Parks in consultation with appropriate members of the Odiorne Resource Management Committee as needed.

¹ Minor Changes are described as unforeseen events such as anomalous weather, poor responses to management techniques, or the uncovering of new knowledge or techniques may require minor changes to the plans that should not wait another year to be implemented.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION

4. The Licensee will notify the Natural Heritage Bureau of any state-listed or federally listed species (threatened, endangered or species of special concern) discoveries.
5. The Licensee shall be liable for and save the State of New Hampshire harmless from claims arising from injury to person or damage to property which may arise directly or indirectly from the use, management or control of the before mentioned real estate. This License does not abridge or limit nor shall it be interpreted as abridging or limiting the sovereign or official immunity to which the State and its representatives and agents are lawfully entitled.
6. The Licensee and all persons using these premises with the consent of the Licensee shall comply with all laws and regulations of the State of New Hampshire governing State Property and herbicide application.
7. RCCD shall keep a record of all volunteer names and contact information including dates of service and hours worked.
8. RCCD shall coordinate with Park staff on parking for volunteers on their work days.
9. The Licensee shall not use the premises for any commercial purposes; nor sublet or permit its use by any other person or persons except as may be provided herein. The Licensee will be allowed to use subcontractors to complete approved work and will closely manage their work.
10. The Licensee agrees that the Director, Division of Parks and Recreation, or any of their duly authorized agents, at any time may examine and inspect any and all property located and situated on or in these premises.
11. The License is not transferable and the Director, Division of Parks and Recreation, at any time may revoke this License for any reasonable cause, provided advanced notice and rational is given for revoking this License.
12. The Licensee agrees to comply with all reasonable requests of the Director, Division of Parks and Recreation, or any of their agents.
13. Non-compliance with any of the stipulated conditions may result in the revocation of the License.
14. The following persons shall be notified forty eight (48) hours in advance of any herbicide application:

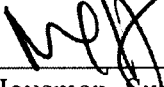
Bill Gegas, South-Seacoast Region Supervisor, 603-419-0544

Gary Bashline, South-Seacoast Region Assistant Supervisor, 603-848-1531

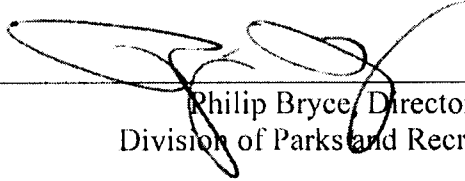
STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION

IN WITNESS WHEREOF, the said parties have hereunto set their hands this 25 day of March, 2013

State of New Hampshire

 3/25/13

Michael Housman, Supervisor of Park Operations
Division of Parks and Recreation



Philip Bryce, Director
Division of Parks and Recreation

Licensee

 4/1/2013

Leonard Lord, District Manager
Rockingham County Conservation District

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT
DIVISION OF PARKS AND RECREATION

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Appendix A
Annual Work Plan

The Work Plan shall include, but is not limited to, the following matters:

A. Status on previous State-approved projects

RCCD shall list and summarize any and all current and completed projects for the previous year. Each project-specific summary shall also include the following:

1. Description of areas treated, management techniques used and an analysis of techniques and treatment.
2. Volunteer Activities: Total number of volunteers and volunteer hours, a list and the value of donated equipment and materials.
3. Contracted Activities: Total number of hours by RCCD staff as well as a breakdown of costs including supplies, equipment, subcontractors, and other expenses directly associated with the work.
4. Discovered state listed or federally listed species as described in #4 of license.

B. Proposed Invasive Species Management

RCCD shall list and describe any and all proposed projects for the year. All proposed projects require prior written approval by the Director of the Division of Parks and Recreation.

1. Project timeline.
2. Identify areas for management.
3. Describe general management techniques common to all areas.
4. Describe site specific management techniques.
5. Native plant or shrub cutting as described in #3 of license.
6. Expected volunteer activities.
7. Expected contracted activities.

C. Proposed Funding Requests for Future Management

1. RCCD shall describe preliminary plans and general techniques for future funding requests.
2. Support for future projects may be applied for in consultation with the Odiorne Resource Management Committee as needed.
3. Multiple requests may be offered, and management options may be dependent upon funding opportunities.
4. RCCD shall request support letters and/or signatures on funding documents from the Director, Division of Parks and Recreation, or authorized agent.
5. RCCD shall update the Odiorne Resource Management Committee on any funded proposals, expected timeframe, and changes to proposal(s).