

29 J02



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

August 25, 2020

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation to enter into a **Retroactive** Memorandum of Agreement (MOA) with the Town of Hampton (VC #177399), Hampton, NH in an amount not to exceed \$30,000 for trash collection and disposal services effective upon Governor and Executive Council approval for the period June 20, 2020 through November 1, 2020. 100% Other Funds (Agency Income).

Funding is available in account, Service Parks, as follows:

	<u>FY2021</u>
03-035-035-351510-37200000-103-502664 – Contracts for Op Services	\$30,000

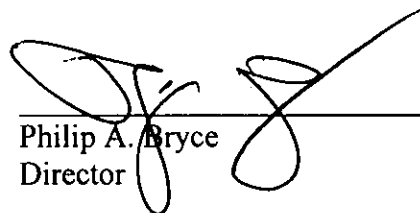
**EXPLANATION**

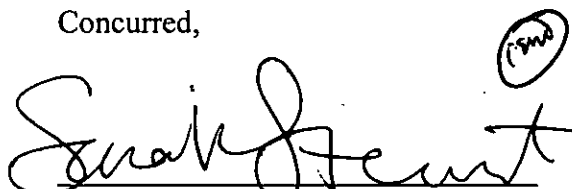
Due to the current Hampton Beach State Park staff shortage under the COVID-19 pandemic and the levels of visitation at the beach, the Division of Parks and Recreation (Division) has been unable to adequately operate its trash collection and disposal service for the Park at sufficient capacity. The Town of Hampton (Town) offered to assist the Division with trash collection and disposal services in order to help maintain a positive experience for visitors. This MOA will enable the Division to reimburse the Town for overtime and equipment costs associated with these services, after receipt of invoices and documentation. This MOA is retroactive because the need for trash collection and disposal services was immediate.

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

Respectfully submitted,

Concurred,

  
Philip A. Bryce  
Director

  
Sarah L. Stewart  
Commissioner

**MEMORANDUM OF AGREEMENT**  
between the  
**NH DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**  
and the  
**TOWN OF HAMPTON, NH**

This Memorandum of Agreement ("Agreement") is entered into by and between the State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation ("State" and "DNCR") and the Town of Hampton, NH ("Town"), 100 Winnacunnet Rd, Hampton, NH 03842, for certain services the Town of Hampton is willing to provide at Hampton Beach State Park ("State Park"), located in the town of Hampton, New Hampshire, owned by the State of New Hampshire and managed through the Division of Parks and Recreation as state reservation under RSA 227-H:1.

Whereas, due to the current state park staff shortage under the COVID-19 pandemic, the State is presently unable to fully operate its trash collections and disposal for the 2020 summer season; and

Whereas, the Town offered to assist DNCR with trash collection and disposal in order to help maintain a positive experience for visitors; and

Whereas the State agreed to reimburse the Town for overtime and equipment costs for trash collection and disposal services provided at the park.

Now therefor, the State and the Town agree to the following terms:

1. **TERM.** The term of this Agreement shall be from June 20, 2020 through November 1, 2020, unless terminated earlier as provided herein.
2. **PAYMENT.** The State shall reimburse the Town in an amount invoiced for staff overtime and equipment costs, not exceed \$30,000. The invoice shall include hourly employee and equipment costs, see sample invoice attached. Payment shall be made within 30 days after receipt of an invoice.
3. **WASTE REMOVAL SERVICES.** The Town Public Works Department shall provide waste removal and disposal services for Hampton Beach State Park once each Thursday, Friday, Saturday and Sunday evening during the term of the Agreement if staffing and equipment are available. The Town is not obligated to provide this service however, if provided, the State shall reimburse the Town for costs as provided herein.
4. **SOVEREIGN IMMUNITY.** Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to the State of New Hampshire. This covenant shall survive the termination of this Agreement.
5. **INSURANCE.** The Town shall obtain and maintain in full force comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than One Million Dollars (\$1,000,000.00) per claim or occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall be extended to cover the State of New Hampshire - Dept. of Natural and Cultural Resources as additionally insured in respect to the foregoing indemnification. The Town shall obtain and maintain in full force Workers Compensation insurance to cover its employees conducting the activities herein.
6. **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, 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 activities under this Agreement immediately upon




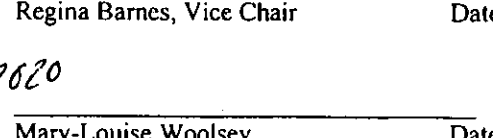
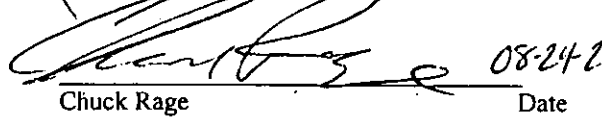
giving the Town notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Town in the event funds earmarked under this Agreement are reduced or unavailable.

7. AMENDMENT. This Agreement may be amended only by an instrument in writing signed by both parties hereto.

8. TERMINATION. This Agreement shall be subject to cancellation by either party, regardless of grounds therefore, by giving thirty (10) days written notice of cancellation releasing the parties of all obligations hereunder.

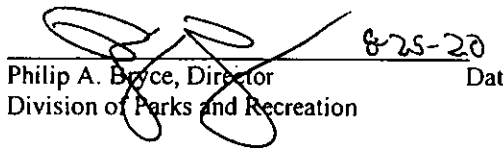

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

**TOWN OF HAMPTON, NEW HAMPSHIRE  
BOARD OF SELECTMEN**

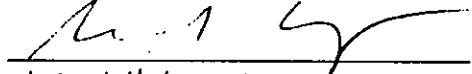
 James Waddell, Chair	08-24-2020 Date	 Regina Barnes, Vice Chair	Date
 Rusty Grindle	08-24-2020 Date	 Mary-Louise Woolsey	Date
 Chuck Rage	08-24-2020 Date	<i>(The signature of three Selectboard members shall constitute a majority decision and, therefore, an executable agreement.)</i>	

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES**

*Concur:*

 Philip A. Bryce, Director Division of Parks and Recreation	8-25-20 Date	 Sarah L. Stewart, Commissioner Dept. Natural and Cultural Resources	9/26/20 Date
--	-----------------	--	-----------------

Approved as to form, substance and execution:

  
 Michael Haley, Attorney  
 Office of the Attorney General

Date 8/27/2020



Town of Hampton ID# 02-6000361  
ATTN: FINANCE DEPARTMENT 603-929-5815  
100 Winnacunnet Rd.  
Hampton, NH 03842

**INVOICE**

Invoice No: 13012  
Invoice Date: 7/13/2020  
Due Date: 8/3/2020  
Account No: 80566

**BILL TO:**

ATTN: BETH THERRIault  
DRED

172 PEMBROKE ROAD

CONCORD, NH 03301

Item	Description	Units	Unit Price	Amount
TRAN	TRASH PICKUP LABOR	1.00	3,243.79	\$3,243.79
TRAN	TRASH PICKUP EQUIP	1.00	1,884.06	\$1,884.06

Special Instructions:

Invoice Total \$5,127.85

PAYMENT MUST BE MADE IN FULL WITHIN 15 DAYS.  
PLEASE INCLUDE INVOICE NUMBER WITH PAYMENT. THANK YOU.

**Employee Cost**

Date	Employee	# of Hours	Hourly Rate	Total Wages	NHRS	W/C Rate	FICA and Medicare	Total Cost
6/20/2020	Dave Jones	3	\$29.37	\$88.11	\$9.84	\$1.60	\$6.74	\$106.30
6/20/2020	Josh Tyman	3	\$24.83	\$74.49	\$8.32	\$2.91	\$5.70	\$91.41
6/20/2020	Ryan Sharpe	3	\$44.82	\$134.46	\$15.02	\$3.89	\$10.29	\$163.65
								<u>\$361.36</u>
6/21/2020	Mo Hicks	3	\$26.70	\$80.10	\$8.95	\$3.12	\$6.13	\$98.30
6/21/2020	Joe Bishop	3	\$41.96	\$125.88	\$14.06	\$3.71	\$9.63	\$153.28
6/21/2020	Ryan Sharpe	3	\$44.82	\$134.46	\$15.02	\$3.89	\$10.29	\$163.65
6/21/2020	Steve Vitale	3	\$26.70	\$80.10	\$8.95	\$2.31	\$6.13	\$97.49
								<u>\$512.72</u>
6/26/2020	Steve Vitale	3	\$29.37	\$88.11	\$9.84	\$2.55	\$6.74	\$107.24
6/26/2020	Joe Bishop	3	\$41.96	\$125.88	\$14.06	\$3.71	\$9.63	\$153.28
6/26/2020	David Robinson	3	\$24.83	\$74.49	\$8.32	\$2.91	\$5.70	\$91.41
								<u>\$351.94</u>
6/27/2020	David Robinson	3	\$24.83	\$74.49	\$8.32	\$2.91	\$5.70	\$91.41
6/27/2020	Steve Vitale	3	\$29.37	\$88.11	\$9.84	\$2.55	\$6.74	\$107.24
6/27/2020	Josh Tyman	3	\$24.83	\$74.49	\$8.32	\$2.91	\$5.70	\$91.41
								<u>\$290.07</u>
6/28/2020	David Robinson	3	\$24.83	\$74.49	\$8.32	\$2.91	\$5.70	\$91.41
6/28/2020	Steve Vitale	3	\$27.33	\$81.99	\$9.16	\$2.37	\$6.27	\$99.79
6/28/2020	Josh Tyman	3	\$24.83	\$74.49	\$8.32	\$2.91	\$5.70	\$91.41
								<u>\$282.62</u>
7/2/2020	David Robinson	3	\$27.33	\$81.99	\$9.16	\$3.20	\$6.27	\$100.62
7/2/2020	Joe Bishop	3	\$44.82	\$134.46	\$15.02	\$3.97	\$10.29	\$163.73
7/2/2020	Josh Tyman	3	\$24.83	\$74.49	\$8.32	\$2.91	\$5.70	\$91.41
								<u>\$355.76</u>
7/3/2020	David Robinson	3	\$27.33	\$81.99	\$9.16	\$3.20	\$6.27	\$100.62
7/3/2020	Joe Bishop	3	\$41.96	\$125.88	\$14.06	\$3.71	\$9.63	\$153.28
7/3/2020	Steve Vitale	3	\$27.33	\$81.99	\$9.16	\$2.37	\$6.27	\$99.79
								<u>\$353.69</u>
7/4/2020	David Robinson	3	\$29.37	\$88.11	\$9.84	\$3.44	\$6.74	\$108.13
7/4/2020	Ryan Sharpe	3	\$44.82	\$134.46	\$15.02	\$3.89	\$10.29	\$163.65
7/4/2020	Steve Vitale	3	\$27.33	\$81.99	\$9.16	\$2.37	\$6.27	\$99.79
								<u>\$371.57</u>
7/5/2020	David Robinson	3	\$27.33	\$81.99	\$9.16	\$3.20	\$6.27	\$100.62
7/5/2020	Ryan Sharpe	3	\$44.82	\$134.46	\$15.02	\$3.89	\$10.29	\$163.65

7/5/2020 Steve Vitale	3	\$27.33	\$81.99	\$9.16	\$2.37	\$6.27	\$99.79
							<u>\$364.06</u>

**\$3,243.79**

**Equipment Cost**

Date	Description	FEMA Code	FEMA Hrly Rate	Hours Used	Total Cost
6/20/2020	Garbage Truck	8730	\$46.79	3	\$140.37
6/20/2020	Pick Up 1-Ton 4x4	8808	\$22.99	3	\$68.97
6/21/2020	Garbage Truck	8730	\$46.79	3	\$140.37
6/21/2020	Pick Up 1-Ton 4x4	8808	\$22.99	3	\$68.97
6/26/2020	Garbage Truck	8730	\$46.79	3	\$140.37
6/26/2020	Pick Up 1-Ton 4x4	8808	\$22.99	3	\$68.97
6/27/2020	Garbage Truck	8730	\$46.79	3	\$140.37
6/27/2020	Pick Up 1-Ton 4x4	8808	\$22.99	3	\$68.97
6/28/2020	Garbage Truck	8730	\$46.79	3	\$140.37
6/28/2020	Pick Up 1-Ton 4x4	8808	\$22.99	3	\$68.97
7/2/2020	Garbage Truck	8730	\$46.79	3	\$140.37
7/2/2020	Pick Up 1-Ton 4x4	8808	\$22.99	3	\$68.97
7/3/2020	Garbage Truck	8730	\$46.79	3	\$140.37
7/3/2020	Pick Up 1-Ton 4x4	8808	\$22.99	3	\$68.97
7/4/2020	Garbage Truck	8730	\$46.79	3	\$140.37
7/4/2020	Pick Up 1-Ton 4x4	8808	\$22.99	3	\$68.97
7/5/2020	Garbage Truck	8730	\$46.79	3	\$140.37
7/5/2020	Pick Up 1-Ton 4x4	8808	\$22.99	3	\$68.97

\$1,884.06



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> Town of Hampton 100 Winnacunnet Road Hampton, NH 03842		<b>Member Number:</b> 191	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input checked="" type="checkbox"/> <b>General Liability (Occurrence Form)</b> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	7/1/2020	7/1/2021	Each Occurrence		\$ 5,000,000
			General Aggregate		\$ 5,000,000
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease -- Each Employee		\$2,000,000
			Disease -- Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>
			By: <i>Mary Beth Purcell</i>
NH Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301			Date: 8/25/2020    mpurcell@nhprimex.org
			Please direct inquiries to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax