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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdfl.org

June 1, 2020

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 Forests and Lands to amend an existing contract with Deirdre Brickner-Wood, LLC (VC #164712), Durham, NH for the coordination of land protection activities under the Federal Forest Legacy Program by exercising a contract renewal option by increasing the price limitation by \$45,000 from \$46,000 to \$91,000 and extending the completion date from June 30, 2020 to June 30, 2022 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on June 30, 2018, Item #95. 100% Federal Funds.

Funds are available in the following account for Fiscal Year 2021, and are anticipated to be available in Fiscal Year 2022, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-351010-35460000, Forest Legacy – II

	<u>FY 2021</u>	<u>FY 2022</u>
046-500464 Consultants	\$22,000	\$23,000

EXPLANATION

Forest Legacy is a Federal program created to protect forest land that is threatened by conversion to non-forest uses. Protection will be achieved through acquisition of conservation easements and fee acquisition. Since 1990, the Division of Forests and Lands has held the responsibility of administering the New Hampshire State Forest Legacy Program whereby over 265,000 acres of undeveloped forestland have been protected through conservation easements. The Legacy Program works voluntarily with landowners seeking to assure their lands remain as working forests. The contractor will work with landowners and project partners to bring these land protection projects to fruition. Currently, there are two Forest Legacy land protection projects in process. It is due to New Hampshire's exceptional success at closing Legacy Projects that the grant has been awarded for so many years running.

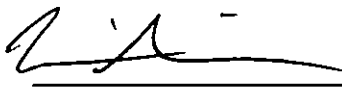
Deirdre Brickner-Wood, LLC has performed exemplary work on the New Hampshire Forest Legacy Program and, based on past performance, we seek your approval to renew this contract.

The contract amendment has been approved by the Office of the Attorney General.

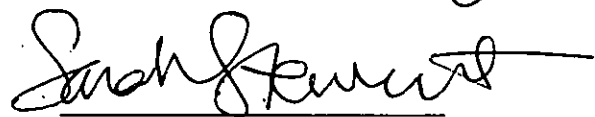
Respectfully submitted,

Concurred,

GA



William T. Guinn
Acting Director



Sarah S. Stewart
Commissioner

Amendment of Contract

The Department of Natural and Cultural Resources and Deirdre Brickner-Wood, LLC hereby mutually agree to amend the contract for the coordination of land protection activities under the Federal Forest Legacy Program originally approved by the Governor and Executive Council on June 20, 2018, Item #95, with a completion date of June 30, 2020, as follows:

1. Amend General Provision 1.7, Completion Date, from "June 30, 2020" to "June 30, 2022;"
2. Amend General Provision 1.8, Price Limitation, from "Not to exceed \$46,000" to "Not to exceed \$91,000;"
3. Amend Exhibit A, Scope of Work to read:
"Funded through a \$45,000, 24-month federal grant, to provide the following services under the coordination and direction of the Director of the Division of Forests and Lands:
 - Assist landowners, landowner agents, state and local officials, private non-profit land protection organizations, and others in the development of formal project applications
 - Assist in the drafting of legal documents such as deeds, easements, options and agreements
 - Coordinate the development of project components including, survey work, title work, appraisals, tract descriptions, hazardous waste assessments, baseline documentation reports, cultural and historical resource review, ecological resource review, and recreation plans
 - Assist in the coordination and preparation of project closings
 - Initial review of stewardship plans, and
 - Assist in the development of NH Forest Legacy Program documents and file organization;"
4. Amend Exhibit B - "Contract Price" to read, "The Contractor shall be paid at a rate of \$60.00 per hour. In addition, reimbursements shall be made for direct expenses including travel expenses (mileage based on the IRS standard rate), postage, copies, telephone, and other authorized direct expenses. The total contract amount is not to exceed \$45,000;"
5. Amend Exhibit B - "Term" to read, "This contract shall commence upon approval of the Governor and Executive council, with a completion date of June 30, 2022;"
6. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and
7. This amendment is subject to approval by the Governor and Executive Council.

Signature page to follow

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

Deirdre Brickner-Wood, LLC

Deirdre Brickner-Wood
Deirdre Brickner-Wood, Sole Member

5/18/2020
Date

Department of Natural and Cultural Resources

Sarah L. Stewart
Sarah L. Stewart, Commissioner

6/2/2020
Date

Approved as to form, substance and execution:

Jill Puler
Attorney General
6/4/2020
Date

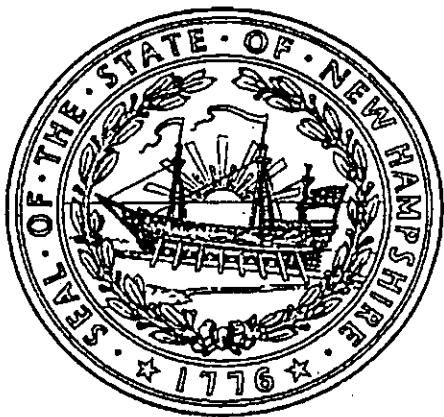
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEIRDRE BRICKNER-WOOD, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 761346

Certificate Number: 0004923597



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 1st day of June A.D. 2020.

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

William M. Gardner

Secretary of State

Limited Partnership or LLC Certification of Authority

I, Deirdre Brickner-Wood, hereby certify that I am the sole member and sole officer
(Name)
of Deirdre Brickner-Wood, LLC, a limited liability partnership under RSA 304-B, a limited
(Name of Partnership or LLC)
liability professional partnership under RSA 304-D, or a limited liability company under RSA
304-C.

I certify I am authorized to bind the partnership or LLC. I hereby certify that it is understood that the State of New Hampshire will rely on this certificate as evidence the person listed above currently occupies the position indicated and they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: 5/18/2020

ATTEST: Deirdre Brickner-Wood
Deirdre Brickner-Wood
Sole Member, Deirdre Brickner-Wood, LLC

STATE OF New Hampshire
COUNTY OF Strafford

On the 18th day of May, ²⁰²⁰ before me Donna L. Hamel, the undersigned officer personally appeared Deirdre Brickner-Wood, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Donna L. Hamel
Justice of the Peace / Notary Public

My Commission Expires:
DONNA L HAMEL
Notary Public - Justice of the Peace
Commission Expiration June 1, 2021

Deirdre Brickner-Wood, LLC

EMPLOYMENT and EXPERIENCE

Deirdre Brickner-Wood, LLC

Planning and Land Conservation Consulting Durham, New Hampshire

1993 - present. Provide consulting services to state and regional private non-profit organizations, federal and state public agencies, municipal governments, and private landowners in the areas of planning; land conservation; grant proposal development, evaluation and administration; strategic planning; organizational and program development; and participation program design, training and facilitation.

Active Contracts and Projects

Forest Legacy Program Consultant, State of New Hampshire Division of Forest and Lands
2001 - present. State of NH, Department Natural and Cultural Resources, Division of Forest and Lands, Concord, NH.

Administrator, New Hampshire State Conservation Committee Conservation License Plate Grant Program. 2009 - present. State of NH, Department of Agriculture, State Conservation Committee, Concord, NH.

Great Bay Coordinator, Great Bay Resource Protection Partnership

1995 - present. GBRPP fiscal agents The Nature Conservancy NH Chapter, Society for the Protection of NH Forests, Southeast Land Trust of NH, and New Hampshire Audubon.

Completed Projects

State of New Hampshire Department of Agriculture, Markets and Foods, Administrator Agricultural Block Grants. 2015. Department of Agriculture, Markets and Food, Concord, NH.

Piscataqua Regional Estuaries Partnership, Administrator Land Protection Transaction Grants Program. 2014 - 2017. PREP-University of New Hampshire, Durham, NH.

State of New Hampshire Fish and Game Department, Conservation Land Transfer Project
2005 - 2013. NH Fish and Game Department, Concord, NH.

Society for the Protection of NH Forests, Concord, NH

1993 - 1997. Great Bay Ecoregion Resource Assessment Project, New Hampshire Coastal Initiative Project, and Land Conservation Project Development.

The United Way of the Greater Seacoast Strategic Plan 1998 - 2003

1997 - 1998. United Way of the Greater Seacoast, Portsmouth, NH.

Wild and Scenic Lamprey River Land Protection Project

1993 - 1998. U.S. National Park Service, Rivers Program, Boston, MA in partnership with the Lamprey River Advisory Committee and Lamprey River Watershed Association, Durham, NH.

Land Conservation Project Development

2003 - 2007. Town of Newmarket, NH. Southeast Land Trust of New Hampshire, Exeter NH.

Grant Development, Evaluation and Administration

1999 - present.

Development. Successful proposal development of federal, state and foundation grant proposals, totaling over \$10 million in grant funds, on behalf of public and non-profit entities.

Evaluation & Administration: Grant Programs: NH Forest Legacy Grants; SCC Conservation Moose Plate Grants; GBRPP and PREP Land Protection Transaction Grants; NH Department Agriculture Markets and Foods Agricultural Block Grants; Vermont Housing and Community Development Block Grants. **Foundation Service:** New England Grassroots Environmental Foundation (Board, President 2009 – 2013; Grant Review Committee, Chairperson 2004-2008); and New Hampshire Charitable Foundation, Piscataqua Region Grant Review Committee.

Development, Training, Participation and Facilitation Projects

Organization and program development; land conservation and stewardship; participatory meeting design; professional and volunteer training; event facilitation for state, municipal, nonprofit and community organizations.

Employment

Champlain Valley Director, Vermont Land Trust, Inc. Montpelier, Vermont. 1989 - 1992

Community Planner, Town and Village of Stowe, Vermont. 1986 - 1989

Community Development Specialist, State of Vermont Department of Housing & Community Affairs, Montpelier, Vermont. 1984 - 1986

Regional Land Use Planner, Mount Rogers Planning District Commission, Marion, Virginia 1982 - 1983

Regional Planner, West Michigan Regional Planning Commission, Grand Rapids, Michigan Environmental Careers Organization, Lower Great Lakes, Chicago, Ill.

EDUCATION and PROFESSIONAL DEVELOPMENT

Masters of Urban and Regional Planning

Virginia Polytechnic Institute and State University, Blacksburg, Virginia

Bachelor of Arts in Geography

West Virginia University, Morgantown, West Virginia

Professional Development Seminars in the following areas: Mediation and Conflict Resolution; Estate Planning; Economic Development Financing, National Development Council; Main Street Revitalization, Downtown Revitalization Institute, National Main Street Center.

PUBLICATIONS and REPORTS

Brickner-Wood, D. 2013. U.S. Forest Service Stewardship Financing of Forest Legacy Conservation Easements. U.S. Department of Agriculture, U.S. Forest Service, Northern Area State and Private Forestry, Newtown Square, PA. Publication Number: NA-FR-01-14.

Glode, J. & Brickner-Wood, D. 2012. Crommet Creek Conservation Area Management Plan Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood, D & Wellenberger, P. 2006. Great Bay National Estuarine Research Reserve Management Plan 2006-2010. Great Bay National Estuarine Research Reserve, NH Fish and Game Department, Durham, NH.

Brickner-Wood D. & Bechtel, D. 2000. Crommet Creek Watershed and Great Bay Management Plan, Great Bay Focus Area, New Hampshire. Prepared for the Great Bay Resource Protection Partnership.

Brickner-Wood, D. 1997, 2000. Great Bay Resource Protection Partnership habitat protection plan; Great Bay New Hampshire Focus Area, Atlantic Coast Joint Venture of the North American Waterfowl Management Plan. Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood, D. 1997. Resource Protection Partnership: Great Bay Ecoregion Great Bay Resource Protection Project. Prepared for the Great Bay Resource Protection Partnership, NH.

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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2214 Fax: 271-6488 www.nhdf.org

May 30, 2018

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands to enter into a two-year contract, with an option to renew for an additional two-year period, with Deirdre Brickner-Wood (VC#164712), Durham, NH, in the amount of \$46,000 for the coordination of land protection activities under the Federal Forest Legacy Program upon Governor and Council approval through June 30, 2020. 100% Federal Funds.

Funding is available as follows pending budget approval for Fiscal Year 2020:

03-35-35-351010-35460000	<u>FY 2019</u>	<u>FY 2020</u>
Forest Legacy – II	\$26,000	\$20,000
046-500464 Consultants		

EXPLANATION

Forest Legacy is a Federal program created to protect forest land that is threatened by conversion to non-forest uses. Protection will be achieved through acquisition of conservation easements and fee acquisition. Since 1990, the Department of Natural and Cultural Resources (DNCR) has held the responsibility of administering the New Hampshire State Forest Legacy Program whereby 255,585 acres of undeveloped forestland have been protected through conservation easements. The Legacy Program works voluntarily with landowners seeking to assure their lands remain as working forest. The contractor for the State will work with landowners and project partners to bring these land protection projects to fruition. Currently three "Legacy" land protection projects are in process. It is due to New Hampshire's exceptional success at closing Legacy Projects that the grant has been awarded to the State for so many years running.

A Request for Proposal (RFP) for the consultant position was posted on the Administrative Services website on May 3, 2018. Ms. Brickner-Wood's was the only bid received. Under previous contracts Ms. Brickner-Wood has worked as a land acquisition consultant for DNCR since October 2001. Based on her proposal and past performance, education, and experience we seek your approval to enter into this contract.

The contract has been approved by the Division of Personnel and the Office of the Attorney General. Your approval will provide the State with valuable assistance, assuring that Legacy Projects are completed in a timely and efficient manner, thereby protecting choice working forestland of the State, in perpetuity.

Respectfully submitted,

Concurred,

Brad W. Simpkins
Director

Sarah L. Stewart
Commissioner


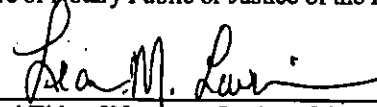

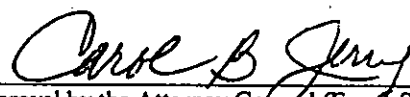
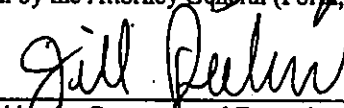
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1: IDENTIFICATION.

1.1 State Agency Name Dept. of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Road, Concord NH 03301	
1.3 Contractor Name Deirdre Brockner-Wood		1.4 Contractor Address 1 Colony Cove Road, Durham, NH 03824	
1.5 Contractor Phone Number 603-868-6112	1.6 Account Number 3546-020-500249	1.7 Completion Date June 30, 2020	1.8 Price Limitation not to exceed \$46,000
1.9 Contracting Officer for State Agency Tracey Boisvert, Administrator - Land Mgt. Bureau		1.10 State Agency Telephone Number 603-271-3457	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Deirdre Brickner-Wood, DBW DBW ^{esp} 6/11/2018	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>May 30, 2018</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 <div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">[Seal]</div>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>LEANNE M. LAVOIE, Notary Public</u> <u>My Commission Expires September 27, 2022</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Deputy Director, On: <u>June 6, 2018</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/7/18</u>			
1.18 --Approval by the Governor and Executive Council (if applicable) 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, 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 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

EXHIBIT A

“LAND PROTECTION CONSULTANT”

The Contractor shall provide contractual services to the State of New Hampshire, Department of Natural and Cultural Resources, Division of Forests and Lands for the coordination of land protection activities under the federal Forest Legacy Program.

SCOPE OF WORK

Funded through a \$46,000, 24 month federal grant, to provide the following services under the coordination and direction of the Director of the Division of Forests and Lands:

- Assist landowners, landowner agents, state and local officials, private non-profit land protection organizations, and others in the development of formal project applications.
- Assist in the drafting of legal documents such as deeds, easements, options and agreements.
- Coordinate the development of project components including: survey work, title work, appraisals, tract descriptions, hazardous waste assessments, baseline documentation reports, cultural and historical resource review, ecological resource review, and recreation plans.
- Assist in the coordination and preparation of project closings.
- Initial review of stewardship plans.
- Assist with development of NH Forest Legacy program documents and file organization.
- Assist with development of the Forest Legacy Assessment of Need portion of the Forest Action Plan, including the public outreach component.

EXHIBIT B

Contract Price: The Contractor shall be paid at a rate of \$55.00 per hour. In addition, reimbursements shall be made for direct expenses including travel expenses (including meals, transportation and lodging; mileage based on the IRS standard rate), postage, copies, telephone, and other authorized direct expenses. The total contract amount is not to exceed \$46,000.

Billing: The Contractor shall submit invoices monthly, including receipts for direct expenses. Invoices shall be sent to the attention of Tracey Boisvert, Administrator of the Land Management Bureau, Division of Forest and Lands, 172 Pembroke Road, Concord, NH 03301.

Term: This contract shall commence upon approval of the Governor and Executive Council, with a completion date of June 30, 2020.

EXHIBIT C

Insurance: Applicant is self-employed/self-insured working out of her home office. Consequently, the provisions of paragraph 14 regarding insurance are hereby waived.

Renewal: Upon satisfactory completion of the duties described in Exhibit A, and the recommendation of the Department of Natural and Cultural Resources, Division of Forests and Lands, this contract may be renewed for an additional two year period with the approval of the Governor and Executive Council.

Dea Brickner-Wood

EMPLOYMENT and EXPERIENCE

Deirdre Brickner-Wood, [REDACTED]
Planning and Land Conservation Consulting
Durham, New Hampshire

1993 - present. Provide consulting services to state and regional private non-profit organizations, federal and state public agencies, municipal governments, and private landowners in the areas of planning; land conservation; grant proposal development, evaluation and administration; strategic planning; organizational and program development; and participation program design, training and facilitation.

Active Contracts and Projects

Forest Legacy Program Consultant, State of New Hampshire Division of Forest and Lands
2001 - present. State of NH, Department of Resources and Economic Development, Division of Forest and Lands, Concord, NH.

Administrator, New Hampshire State Conservation Committee Conservation License Plate Grant Program. 2009 - present. State of NH, Department of Agriculture, State Conservation Committee, Concord, NH.

Great Bay Coordinator, Great Bay Resource Protection Partnership
1995 - present. GBRPP fiscal agents The Nature Conservancy, NH Chapter, New Hampshire Audubon, Society for the Protection of NH Forests and Southeast Land Trust of NH.

Completed Projects

State of New Hampshire Department of Agriculture, Markets and Foods, Administrator Agricultural Block Grants. 2015. Department of Agriculture, Markets and Food, Concord, NH.

Piscataqua Regional Estuaries Partnership, Administrator Land Protection Transaction Grants Program. 2014 - 2017. PREP-University of New Hampshire, Durham, NH.

State of New Hampshire Fish and Game Department, Conservation Land Transfer Project
2005 - 2013. NH Fish and Game Department, Concord, NH.

Society for the Protection of NH Forests, Concord, NH
1993 - 1997. Great Bay Ecoregion Resource Assessment Project, New Hampshire Coastal Initiative Project, and Land Conservation Project Development.

The United Way of the Greater Seacoast Strategic Plan 1998 - 2003
1997 - 1998. United Way of the Greater Seacoast, Portsmouth, NH.

Wild and Scenic Lamprey River Land Protection Project
1993 - 1998. U.S. National Park Service, Rivers Program, Boston, MA in partnership with the Lamprey River Advisory Committee and Lamprey River Watershed Association, Durham, NH.

Land Conservation Project Development
2003 - 2007. Town of Newmarket, NH. Southeast Land Trust of New Hampshire, Exeter NH.

Grant Development, Evaluation and Administration

1999 - present.
Development. Successful proposal development of federal, state and foundation grant proposals, totaling over \$10 million in grant funds, on behalf of public and non-profit entities.

Evaluation & Administration. Grant Programs: NH Forest Legacy Grants; SCC Conservation Moose Plate Grants; GBRPP and PREP Land Protection Transaction Grants; NH Department Agriculture Markets and Foods Agricultural Block Grants; Vermont Housing and Community Development Block Grants. **Foundation Service:** New England Grassroots Environmental Foundation (Board, President 2009 – 2013; Grant Review Committee, Chairperson 2004-2008); and New Hampshire Charitable Foundation, Piscataqua Region Grant Review Committee.

Development, Training, Participation and Facilitation Proj

1984 - present. Organization and program development, participatory meeting design, professional and volunteer training, and event facilitation for state, municipal, nonprofit, and community organizations.

Employment

Champlain Valley Director, Vermont Land Trust, Inc. Montpelier, Vermont. 1989 - 1992

Community Planner, Town and Village of Stowe, Vermont. 1986 - 1989

Community Development Specialist, State of Vermont Department of Housing & Community Affairs, Montpelier, Vermont. 1984 - 1986

Regional Land Use Planner, Mount Rogers Planning District Commission, Marion, Virginia 1982 - 1983

Regional Planner, West Michigan Regional Planning Commission, Grand Rapids, Michigan Environmental Careers Organization, Lower Great Lakes, Chicago, Ill. 1980

EDUCATION and PROFESSIONAL DEVELOPMENT

Masters of Urban and Regional Planning

Virginia Polytechnic Institute and State University, Blacksburg, Virginia. 1981

Bachelor of Arts in Geography

West Virginia University, Morgantown, West Virginia. 1979

Professional Development Seminars in the following areas: Mediation and Conflict Resolution; Estate Planning; Economic Development Financing, National Development Council; Main Street Revitalization, Downtown Revitalization Institute, National Main Street Center.

PUBLICATIONS and REPORTS

Brickner-Wood, D. 2013. U.S. Forest Service Stewardship Financing of Forest Legacy Conservation Easements. U.S. Department of Agriculture, U.S. Forest Service, Northern Area State and Private Forestry, Newtown Square, PA. Publication Number: NA-FR-01-14.

Glode, J. & Brickner-Wood, D. 2012. Crommet Creek Conservation Area Management Plan Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood, D & Wellenberger, P. 2006. Great Bay National Estuarine Research Reserve Management Plan 2006-2010. Great Bay National Estuarine Research Reserve, NH Fish and Game Department, Durham, NH.

Brickner-Wood D. & Bechtel, D. 2000. Crommet Creek Watershed and Great Bay Management Plan, Great Bay Focus Area, New Hampshire. Prepared for the Great Bay Resource Protection Partnership.

Brickner-Wood, D. 1997, 2000. Great Bay Resource Protection Partnership habitat protection plan: Great Bay New Hampshire Focus Area, Atlantic Coast Joint Venture of the North American Waterfowl Management Plan. Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood, D. 1997. Resource Protection Partnership: Great Bay Ecoregion Great Bay Resource Protection Project. Prepared for the Great Bay Resource Protection Partnership, NH.

Evaluation & Administration. Grant Programs: NH Forest Legacy Grants; SCC Conservation Moose Plate Grants; GBRPP and PREP Land Protection Transaction Grants; NH Department Agriculture Markets and Foods Agricultural Block Grants; Vermont Housing and Community Development Block Grants. Foundation Service: New England Grassroots Environmental Foundation (Board, President 2009 – 2013; Grant Review Committee, Chairperson 2004-2008); and New Hampshire Charitable Foundation, Piscataqua Region Grant Review Committee.

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1984 - present. Organization and program development, participatory meeting design, professional and volunteer training, and event facilitation for state, municipal, nonprofit, and community organizations.

Employment

Champlain Valley Director, Vermont Land Trust, Inc. Montpelier, Vermont. 1989 - 1992

Community Planner, Town and Village of Stowe, Vermont. 1986 - 1989

Community Development Specialist, State of Vermont Department of Housing & Community Affairs, Montpelier, Vermont. 1984 - 1986

Regional Land Use Planner, Mount Rogers Planning District Commission, Marion, Virginia 1982 - 1983

Regional Planner; West Michigan Regional Planning Commission, Grand Rapids, Michigan Environmental Careers Organization, Lower Great Lakes, Chicago, Ill. 1980

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PUBLICATIONS and REPORTS

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Glode, J. & Brickner-Wood, D. 2012. Crommet Creek Conservation Area Management Plan Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood, D & Wellenberger, P. 2006. Great Bay National Estuarine Research Reserve Management Plan 2006-2010. Great Bay National Estuarine Research Reserve, NH Fish and Game Department, Durham, NH.

Brickner-Wood D. & Bechtel, D. 2000. Crommet Creek Watershed and Great Bay Management Plan. Great Bay Focus Area, New Hampshire. Prepared for the Great Bay Resource Protection Partnership.

Brickner-Wood, D. 1997, 2000. Great Bay Resource Protection Partnership habitat protection plan: Great Bay New Hampshire Focus Area. Atlantic Coast Joint Venture of the North American Waterfowl Management Plan. Prepared for the Great Bay Resource Protection Partnership, NH.

Brickner-Wood, D. 1997. Resource Protection Partnership: Great Bay Ecoregion Great Bay Resource Protection Project. Prepared for the Great Bay Resource Protection Partnership, NH.

REFERENCES

Bill Carpenter
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DNCR, Division of Forest and Lands
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Director of Land Conservation
Southeast Land Trust of New Hampshire
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PO Box 675
Exeter, NH 03833

Doreen Urquhart, MS
Natural Resource Specialist
Forest Service, Northeastern Area, State and Private Forestry
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Rutland, VT 05701