



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
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January 11, 2022

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 (DNCR) to amend the existing Educational & Interpretive Center Management Contract (Amendment) with the Seacoast Science Center, Inc., Rye, NH, by: 1) changing the scope of the contract to enable the SSC to raise monies through private, foundation, and public support to fund a capital renovation and expansion of the Science Center building and other investments in Odiome Point State Park; and 2) extending the contract end date from December 20, 2026 to December 31, 2042, effective upon Governor and Executive Council approval. The original contract was approved by the Governor and Executive Council on December 21, 2016, Item #51, and amended with Governor and Executive Council approval on May 5, 2021, Item #5A.

EXPLANATION

The Seacoast Science Center (SSC) intends to raise in excess of \$10 million in donations to fund a capital renovation and expansion of the Science Center building in Odiome Point State Park. This Amendment increases the term of the Contract 20 years with the intent of the parties to negotiate an agreement for an additional 20 years, subject to Governor and Council approval. The extension of the contract is to allow the SSC to assure their continued operation of the center over the life of the building to secure funding. Under the Amendment SCC: a) may proceed with the Science Center Expansion Project under further approval conditions; b) will assume responsibility for the routine maintenance and repair of the Science Center; c) will assume responsibility for the cost of utility services; d) will assume responsibility for major maintenance, repairs and improvements of the Science Center upon completion of the Science Center Expansion Project; and e) may submit the Annual Operating Plan on January 31 rather than on December 1st. The Amendment also clarifies when the SCC collects Day-use fees on behalf of the State.

The SSC serves as the Center Operator of the Science Center located at Odiome Point State Park under the Educational & Interpretive Center Management Contract (Contract) approved by the Governor and Executive Council on December 21, 2016, Item #51. The SSC provides a range of general interest and specialized informational and educational programs at the Science Center on a year-round basis. The Contract is in accordance with Chapter 264, Laws of 1995, and as amended under Chapter 71, Laws of 2002. The SSC has provided this service on behalf of the DNCR since 2001, when the Audubon Society of NH terminated its management of the Science Center.

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

Respectfully submitted,

Sarah L. Stewart
Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION**

**AMENDMENT TO THE
EDUCATIONAL & INTERPRETIVE CENTER MANAGEMENT CONTRACT**

RECITALS

WHEREAS, visitors to Odiome Point State Park (the "State Park") have a rare opportunity to experience first-hand the earth's many different ocean and coastal environments including sandy beaches, rocky shores, tidal estuaries, diverse freshwater habitats, woodlands and the history and culture of the region; and

WHEREAS, the State of New Hampshire, Department of Natural and Cultural Resources, Division of Parks and Recreation (the "State") is charged by RSA 216-A:1, with ensuring that the natural, historical, and recreational value of the state park system is preserved and the state's investment in such facilities is protected; and

WHEREAS, the Seacoast Science Center, Inc. (the "SSC" and the "Center Operator") strives to instill a commitment to conservation by leveraging the special location at New Hampshire's Odiome Point State Park, a unique coastal environment that offers a gateway to understanding the relationship between people, the local habitat, and the world at large; and

WHEREAS, the SSC location provided by the Odiome State Park plays an essential role in the SSC achieving its mission; and

WHEREAS, the presence of SSC in Odiome State Park plays an important role in supporting the mission and purpose of the Park by serving as the Center Operator, providing educational services, enhancing visitor amenities and improving the experience of the visiting public throughout the Park; and

WHEREAS, in addition to supporting the mission of NH Parks, SSC is a flagship institution in New Hampshire's cultural economy providing valuable museum experiences, educational programming, and conservation activities to the benefit of New Hampshire residents and visitors from throughout the region; and

WHEREAS, the SSC intends to raise monies through private, foundation, and public support, to fund a capital renovation and expansion of the physical plant of the Science Center building (the "Science Center" and "Center Premises") and other investments in the State Park to achieve the shared missions of the State and SSC and increase the educational, programmatic, visitor services and visitor capacity of the Science Center and the State Park; and

WHEREAS, Odiome Point State Park, and the State would benefit from a revitalized Seacoast Science Center Facility by securing additional park admissions revenue from Seacoast Science Center visitors, generating additional revenue through operations of food concessions and retail

from within the expanded Center facilities, SSC/State Park co-branded marketing efforts, and for projects of mutual interest, priority, and community benefit; and

WHEREAS, in order to raise the funds necessary to complete the expansion, the term of the Educational & Interpretive Center Management Contract (the "Contract") needs to be extended to protect and depreciate the investment by the SSC; and

WHEREAS, the SSC is willing to accept the full costs of operating and maintaining the Science Center over time; and

WHEREAS, the SSC Annual Operating Plans remain subject to review and approval by the State under the extended Contract;

NOW THEREFORE, the State and the Center Operator hereby agree to amend their existing service contract, executed on December 7, 2016, and approved by the Governor and Executive Council on December 21, 2016, as Item # 51 (the "Contract"), and amended and approved by the Governor and Executive Council on May 5, 2021, as Item #A, as follows:

1. **Amend paragraph.** Paragraph 1. "TERM OF CONTRACT" of the Contract is hereby deleted and replaced with the following:

1. TERM OF CONTRACT/RENEWAL. The term of this Contract shall be for a period of twenty (20) years commencing upon Governor and Council approval of this Amendment, unless sooner terminated as provided for herein. Prior to the expiration of this 20-year term, the Center Operator and State agree to enter into negotiations in good faith to extend the Agreement for an additional 20-year term for a total term of 40 years, subject to review and renegotiation of the terms of the Contract as amended. Such review shall be based upon the intent of the original Chapter 264, Laws of 1995, and as amended under Chapter 71, Laws of 2002, changing circumstances over the term of the agreement and include, but not be limited to, the services provided by the Center Operator, the services provided by the State, and the Admissions revenue generated and distributed by the Center Operator. Any such extended term shall be subject to the approval of the Governor and Executive Council.

2. **New paragraph.** Under Section 2. "CENTER PREMISES," the following new paragraph "SCIENCE CENTER EXPANSION PROJECT" is hereby added to the Contract as Paragraph 2.A.

2.A. SCIENCE CENTER EXPANSION PROJECT

1. The Center Operator may proceed with the Science Center Expansion Project subject to the following conditions:
 - a. Securing all necessary reviews and approvals from state, local, and federal authorities including but not limited to the Fire Marshall's Office, Division of Historic Resources, Natural Heritage Program, National Park Service

Land and Water Conservation Fund program, Department of Environmental Services, and the Town of Rye.

- b. Construction documents and specifications shall be submitted for review and approval through all phases of the design, including: schematic design, design development, and construction documents. Final construction documents shall be provided at least sixty (60) days before the project is put out to bid or put under contract for construction. A full set of construction documents shall be provided by the Center Operator, including but not limited to:
 - i. Engineering, permitting, contracting, liability coverage, site work, construction of the finished building.
 - ii. Building Plans and Specifications including:
 - 1) Exterior materials and materials including siding and roofing;
 - 2) Floor plan and uses of the space within the floor plan;
 - 3) Interior materials and appearance; and
 - 4) Types of materials and equipment, manufacturer and capacity for mechanical systems including plumbing, electrical, ventilation, and heating.
 - iii. Upgrades and improvements to support the expansion including, but not limited to, utilities, septic system, and parking.
 - iv. Tie-in with existing utilities.
 - v. Description of oversight and management of said project.
 - vi. Construction Schedule.
 - vii. Impacts on State Park operations, including access to the State Park and any portions of the State Park that will be impacted outside of the Premises.
 - viii. Plans for relocation of the solar PV array.
- c. The Center Operator shall retain ownership of the Science Center Expansion Project and obtain and hold adequate insurance coverage until project completion and the Science Center expansion is accepted by the State. Title to the project shall become the property of the State and the Center Operator agrees to convey such title.

For the purposes of this Amendment, "Project" refers to the expanded buildings and facilities at the Seacoast Science Center, as designed and constructed in accordance with the terms of this section.

2. The Center Operator and the State agree to explore the incorporation of facilities and services that are accessible directly from the State Park, such as restrooms, food service, and State Park's retail.
3. The Center Operator shall be responsible for the costs of disconnecting, removing, reinstalling and reconnecting the existing solar PV array and associated equipment including structural and electrical engineering costs due to the Science Center Expansion Project.

Recognition of donors and others who contributed to the Science Center Expansion Project shall be agreed to by the parties. Guidelines for signage within the Premises related to donor acknowledgement will be agreed to by the parties and approved by the State. Signage in support of the Annual Operating Plan for interpretation, scientific, educational, directional or public safety purposes shall be at the discretion of the Center Operator.

3. **Amend paragraph.** Under Section 4. "SEACOAST SCIENCE CENTER, INC. PROVIDED SERVICES," Paragraph 4.c.
 - a. Paragraph v., "*Routine maintenance and repairs*" is hereby deleted in the Contract and replaced with the following:
 - v. ***Routine maintenance and repairs.*** Upon execution of this Amendment, the Center Operator shall be responsible for routine and preventive facility maintenance and repairs, including maintaining minor plumbing and electrical repairs or modifications to the Center Premises
 - b. Paragraph vi. Is deleted in its entirety.
4. **New paragraph.** Under Section 4. "SEACOAST SCIENCE CENTER, INC. PROVIDED SERVICES," under Paragraph 4.c., the following new paragraph is hereby added to the Contract as Paragraph "x. *Utility and Services.*"

x. *Utility and Services.*

Notwithstanding the current Contract, the Center Operator shall accept or reimburse the State for all Utility and Services for the operation of the Center Premises, including but not limited to propane to heat domestic hot water and heat the building, electricity, city water bills, septic pumping, alarm services and reimbursing the State for the payments to finance the cost of the Energy Savings Performance Contract completed at Seacoast Science Center, including the solar PV array, all in accordance with the following schedule:

- a. Upon execution of this Amendment, Twenty percent (20%) of the costs of Utility and Services per year incurred through the operation of the SSC facilities, calculated after any

discounts or energy rebates earned by the state are applied to the SSC account, and increasing by twenty percent (20%) annually until the Center Operator assumes one hundred (100%) of the costs of Utility and Services.

- b. One Hundred Percent (100%) of the costs of Utility and Services associated with the Science Center Expansion Project if the project is completed prior to the Center Operator assuming one hundred percent (100%) of the costs of Utility and Services.
 - c. One hundred (100%) of the costs of Utility and Services upon completion of the Science Center Expansion Project and acceptance of the Science Center expansion by the State.
5. **New paragraph.** Under Section 4. "SEACOAST SCIENCE CENTER, INC. PROVIDED SERVICES," the following new paragraph is hereby added to the Contract as Paragraph "d) *Major maintenance, repairs and improvements.*"

d) *Major maintenance, repairs and improvements.*

Upon completion of the Science Center Expansion Project and acceptance by the State, the Center Operator shall be responsible for the cost of major maintenance and repairs to the existing facility including, but not limited to septic sewage systems; utility; security and alarm systems; facility exteriors; roofing; and structural and related mechanical systems.

Upon completion of the Science Center Expansion Project and acceptance by the State, Paragraph 5.d) Major maintenance, repairs and improvements of the Contract shall be considered null and void.

6. **Amend paragraph.** Under Section 6. "REVENUE GENERATION," Paragraph 6.a.iv. "*Membership Fees*" is hereby deleted and replaced with the following:

iv. Membership Fees.

The Center Operator can establish and maintain a membership program, with SSC specific benefits and discounts, and free access for SSC members and member families to the Center. Free access for SSC members to Odiome Point State Park shall be limited to individual memberships and family memberships. Membership fees, discounted fees, and free access to the Center are established by the Center Operator and included in each Annual Operating Plan. Membership fees are 100% retained by the Center Operator.

7. **Amend paragraph.** Under Section 6. "REVENUE GENERATION," Paragraph 6.a.viii. is hereby deleted and replaced with the following:

viii. Event and Facility Rentals.

The Center Operator and the State shall work together to minimize conflicts between events held by the Center Operator on the Premises, with public use of the State Park, and with events held by the State in the State Park. Events provided by the Center Operator shall not unreasonably interfere with the public use of the State Park. State Park day-use fees will be

collected by the Center Operator for any rented event subject to Unrelated Business Income Tax filed annually on the Center Operator's IRS form 990-T. This includes rental events, such as weddings and corporate functions, but excludes Seacoast Science Center fundraising events and paid educational programs, such as school programs, birthday parties, paid visitor programs, and environmental day camps. Day-use fees for any rented event participants will be established in the Annual Operating Plan, and no more than the published day-use fee for Odiome Point State Park. The prevailing day-use rate charged to rental event participants will be established in the Annual Operating Plan in a manner that does not unreasonably burden rental clients who have already reserved an event.

8. **Amend paragraph.** Under Section 8. "ANNUAL OPERATING PLAN ("AOP")," Paragraph 8.b. "AOP Schedule" is hereby amended to change the due date. The remaining elements of Section 8 remain unchanged.

b) AOP schedule. The initial, State-approved Annual Operating Plan shall be due upon full execution of this Contract, and each subsequent Annual Operating Plan shall be due each January 31st, thereafter. The Annual Operating Plan shall include, but is not limited to the components outlined below.

9. **Entire agreement.** All other provisions of the Contract not inconsistent with this Amendment shall remain in full force and effect.

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

SEACOAST SCIENCE CENTER, INC.

[Signature] 1/11/2022
Witness Date

[Signature] 1.11.22
Jim Chase, President & CEO Date
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Rockingham

On this 11th day of January, 2022, before me, Kayley Fouts, the undersigned officer, personally appeared Jim Chase, known to me or satisfactorily proven to be the person subscribed to the within instrument, and acknowledged that she was duly authorized and executed the Amendment for the purposes therein contained.



[Signature]
Notary Public/Justice of the Peace
My commission expires: 8.23.22

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION**

Concur:



1/11/2022

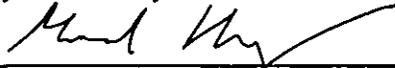
Philip A. Bryce, Director Date



1/11/2022

Sarah L. Stewart, Commissioner Date

Approved as to form, substance and execution
by the Attorney General's Office



Date: 1/11/2022

Michael R. Haley, Assist. Attorney General

Approved by Governor and Council: Date: _____ Item#: _____

PAB/MRH/ttl-20220110

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 SEACOAST SCIENCE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 2001. 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: 378953

Certificate Number: 0005492332



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of January A.D. 2022.

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

William M. Gardner
Secretary of State



**SEACOAST
SCIENCE CENTER**

INSPIRING CONSERVATION OF OUR BLUE PLANET

Corporate Bylaws

I, DONALD A. WATERFIELD, hereby certify that I am duly elected Board Chair
(Name)

Of Seacoast Science Center, Inc. I hereby certify the following is a true copy of the current Seacoast Science Center, Inc Bylaws or Articles of Incorporation of Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual Obligations:

President & CEO
(List officer titles or position)

I further certify that the following individuals currently hold the office or positions authorized:

James E. Chase, President & CEO
(List individuals holding positions authorized)

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 corporation. This authority shall remain valid for thirty (30) days from the date of this certificate.

DATED: 1/11/22

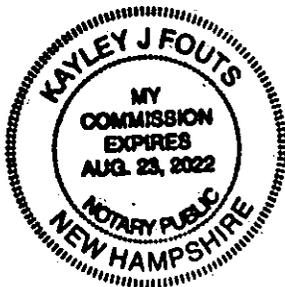
ATTEST: Donald A. Waterfield
(Name & Title)

STATE OF NH
COUNTY OF Rockingham

On the 11th day of January, before me, Kayley Fouts the undersigned officer personally appeared Donald A. Waterfield 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:

[Signature]
Justice of the Peace / Notary Public

My Commission Expires: 8-23-22



SEACOAST SCIENCE CENTER, INC.

BYLAWS

ARTICLE ONE Name and Purpose

1.1. *Name.* The name of the Corporation shall be Seacoast Science Center, Inc. (the "Corporation").

1.2. *Purpose.* The purpose of the Corporation is to operate and maintain an environmental education center and to carry out such other purposes for which an organization may be exempt from federal taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Corporation may also work in cooperation with federal, state and local agencies to preserve, protect and enhance the natural, historical, educational and cultural resources of the New Hampshire Seacoast.

ARTICLE TWO Location

2.1. *Offices.* The business is located at: 570 Ocean Boulevard, Rye, New Hampshire 03870-2104.

ARTICLE THREE Members

3.1. The Corporation will not issue capital stock or membership certificates.

ARTICLE FOUR Board of Directors

4.1. *General Powers.* The business and affairs of the Corporation shall be managed under the direction and authority of the Board of Directors (the "Board" or "Directors").

4.2. *Number.* The number of members of such Board of Directors shall be fixed from time to time by the Board of Directors, but at no time shall the Board be less than seven (7) nor more than twenty-five (25) members.

4.3. *Election.* The directors shall be elected by a majority vote of the current Board of Directors.

4.4. *Term of Service.* To the extent practicable, Directors shall be elected to staggered terms; a full term is three years. Directors are limited to serving two consecutive full terms. However, a former Director may stand again for election as a Director one (1) year after leaving the Board. From time to time a Director's term may be extended for up to one year to help stagger the turnover of Directors or to support a specific Board need. Such extensions require the recommendation of the Executive Committee and a majority vote from the full Board.

4.5. *Vacancy.* A vacancy occurring on the Board of Directors more than 30 days prior to a regularly scheduled annual election may be filled by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy caused by a Director's removal or resignation from the Board shall serve the remainder of the unexpired term of the Director who has been removed or resigned.

4.6. *Removal of Directors.* At any duly called regular or special meeting of the Corporation at which a quorum is present, a Director may be removed without cause and a successor elected by an affirmative vote of a majority of the Board of Directors represented and voting. Any Director whose removal has been proposed shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and an opportunity to be heard at the meeting.

4.7. *Resignation.* A Director may resign at any time. Any such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Chairman of the Board of Directors or by the Secretary of the Corporation. Acceptance of the resignation shall not be necessary to make it effective unless it so states.

4.8. *Compensation.* No Director shall receive any compensation from the Corporation for acting as such. Directors may be reimbursed for reasonable expenses associated with carrying out their duties as members of the Board in accordance with such policies as may be established by the Board from time to time. Except as otherwise restricted by law, a Director shall not be precluded from serving the Corporation in any other capacity and receiving compensation therefore, provided that he/she first resign as a Director. Staff members of the Corporation receiving compensation, including the President, may not serve as a Director.

4.9. *Conduct of Meetings.* The Chairman of the Board, or, in his/her absence, the Vice-Chairman, shall preside over all meetings of the Board of Directors. The Secretary shall keep the minutes of the meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings, which minutes shall be filed in the Record Book of the Corporation.

4.10. *Emeritus Director.* The Board of Directors may wish to recognize, from time to time, meritorious service to the Seacoast Science Center, Inc. by electing an individual to the position of Emeritus Director by a majority vote of the current Board of Directors. The Term of Service provisions of these Bylaws shall not apply to Emeritus Directors. Emeritus Directors shall serve as advisors and consultants to the Board of Directors and may be appointed by the Board to serve as advisors and consultants to committees of the Board. Emeritus Directors may be invited to attend meetings of the Board or any committee of the Board for which they have been appointed to serve as advisors and consultants and, if present, may participate in the discussions occurring during such meetings. Emeritus Directors shall not be permitted to vote on matters brought before the Board or any committee thereof and shall not be counted for the purpose of determining whether a quorum of the Board or the committee is present. Emeritus Directors shall receive no fee for their services as Emeritus Directors. Emeritus Directors will not be entitled to receive reimbursement for expenses of meeting attendance, except as approved by the Chairman of the Board. The Board of Directors, by a majority vote of the Board, may remove Emeritus Directors at any time.

4.11. *Standing Members.* The Director of the New Hampshire Division of Parks and Recreation, or the Director's designee, shall serve as a standing, non-voting member of the Board of Directors. The University of New Hampshire ("UNH") may, at the invitation of the Board of Directors, nominate a representative to serve as a standing member of the Board of Directors. If the nomination is approved by a majority of the Board of Directors, the UNH representative may serve as a voting member of the Board of Directors. Standing members may be nominated and commence service at any time, and are not subject to the Term of Service set forth in these Bylaws.

ARTICLE FIVE Meetings of Directors

5.1. *Annual Meetings.* The Board of Directors shall hold an annual meeting during the first quarter of each fiscal year at such time and place as the Board shall designate.

5.2. *Regular Meetings.* Regular meetings of the Board of Directors may be held without call or notice at such time and place as shall be determined, from time to time, by a majority of the Directors, provided that notice of the first regular meeting following any such determination shall be given to Directors not present when such determination is made. At least two such meetings shall be held during each twelve-month period after the annual meeting of the Corporation. When required, notice of meetings of the Board shall be given personally or by mail, telephone, or e-mail, at least five business days prior to the day named

for such meeting.

5.3. *Special Meeting.* Special meetings of the Board of Directors may be called by the Chairman of the Board or the President or any two Directors on five days' notice to each Director. Such notice shall be given personally or by mail or telephone, facsimile or e-mail, and such notice shall state the time, place, and purpose of the meeting.

5.4. *Presence through Electronic Means.* Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting and may vote on any matter before the Board of Directors.

5.5. *Quorum.* At all meetings of the Board of Directors, fifty-one (51%) percent of the voting Directors in office immediately before the meeting begins shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

5.6. *Proxy.* Directors may vote by giving a proxy in writing or by electronic message to another Director and the Chairman. The proxy must state the time frame and scope of the proxy.

5.7. *Location.* The regular location for all meetings shall be at 570 Ocean Boulevard, Rye, New Hampshire. The date, time and location of any annual, regular or special meeting may be changed by the Secretary with at least twenty-four (24) hours advance notice to all Board members.

5.8. *Unanimous Consent.* Any action required or permitted to be taken at any meeting of the Board of Directors may, to the extent allowed by law, be taken without a meeting if all members of the Board of Directors consent thereto in writing and the writing or writings are filed with the minutes of the proceedings of the Board. Electronic communications shall be considered writings for purposes of this paragraph.

ARTICLE SIX Officers and Duties

6.1. *Designation.* The principal officers of the Corporation shall be a Chairman of the Board, Vice Chairman, a Secretary, and a Treasurer (the "Officers"), all of whom shall be elected by the Board. The Board may appoint such other officers as in its judgment may be necessary. The President shall not be a member of the Board of Directors. The offices of Treasurer and Secretary may be held by the same person.

6.2. *Election of Officers.* The Board of Directors shall elect the Officers of the Corporation at its annual meeting. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purpose.

6.3. *Removal of Officers.* The Officers shall hold office until their respective successors are chosen and accept their offices. Any Officer elected or appointed by the Board may be removed at any time without cause by the affirmative vote of a majority of the whole Board, and his/her successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

6.4. *Duties of Officers.* The duties and powers of the Officers of this Corporation shall be those listed below or expressly conferred upon the Officer by the Board of Directors, except where expressly delegated by the Board of Directors to, or required by statute to be otherwise performed by, some other Officer or agent of this Corporation:

- (a) **Chairman of the Board.** The Chairman of the Board shall insure that all resolutions and orders of the Board of Directors are carried into effect, and in connection therewith, shall be authorized to delegate to other Officers of the Corporation such of these powers and duties as he/she may deem advisable. The Chairman of the Board shall preside at all meetings of the Corporation's Board of Directors and shall present at each annual meeting of the Directors a report of the condition of the business of this Corporation. The Chairman of the Board shall cause to be called regular and special meetings of the Directors in accordance with these Bylaws. The Chairman of the Board shall be responsible for strategic planning and initiatives taken in connection therewith and shall have such other powers and duties as the Board of Directors may from time to time prescribe.
- (b) **Vice Chairman of the Board.** The Vice Chairman, if any, shall perform such duties as shall be assigned by the Chairman of the Board of Directors, and in the absence or disability of the Chairman, perform the duties and exercise the power of the Chairman.
- (c) **Secretary.** The Secretary shall attend all meetings of the Board of Directors and shall record all the proceedings of the meetings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors, be custodian of the corporate records, and perform such other duties as may be prescribed by the Board of Directors or as may be required by law. The Secretary shall, when requested or required, authenticate any records of the Corporation. In case of the Secretary's death, resignation, retirement, or removal from office, all books, papers, or other records in the Secretary's possession or under the Secretary's control belonging to this Corporation shall be returned to Chairman.
- (d) **Treasurer.** The Treasurer, working in conjunction with the management of the Corporation, shall, on a quarterly basis, review all financial transactions including the annual audits and Federal and State reports. If required by the Board of Directors, the Treasurer shall give this Corporation and maintain a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of the Treasurer's office and for the restoration to this Corporation. In case of the Treasurer's death, resignation, retirement, or removal from office, all books, papers, vouchers, money, and other property of whatever kind in the Treasurer's possession or under the Treasurer's control belonging to this Corporation shall returned to the Chairman.
- (e) **Assistant Secretary.** The Assistant Secretary, if any, or, if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.
- (f) **Assistant Treasurer.** The Assistant Treasurer, if any, or, if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

6.5. ***President and Duties.*** The President is the chief executive officer ("CEO") of the Corporation subject to the direction of the Board of Directors. The President shall supervise all of the business and affairs of this Corporation. The President shall (i) appoint and remove, employ and discharge, and fix the compensation of all employees of the Corporation, subject to the approval of the Board of Directors, (ii) sign and make all contracts, leases, deeds, mortgages, and other instruments on behalf of this Corporation which the Board of Directors has authorized to be executed, or may authorize a designee to execute

instruments on the President's behalf, subject to the approval of the Board of Directors, (iii) see that the books, reports, statements, and certificates required of this Corporation by the statutes are properly kept, made, and filed according to law, and (iv) enforce these Bylaws, any policies adopted by the Board of Directors, and perform all the duties incident to the position and office and which are required by law. The President shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe.

6.6. *Compensation of Officers.* The Board of Directors shall serve voluntarily and without compensation. The Board of Directors shall determine the compensation of the President.

6.7. *Vacancies.* Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors by a majority vote as soon as is convenient after the vacancy occurs. The individual elected shall serve the remainder of the term of the vacated office. No person is to be nominated to office without his/her consent. In the absence of the Secretary, the Chairman may temporarily appoint a Director or staff member to record all the proceedings of any meeting.

6.8. *Term of Service.* The term of service for Officers is one year, renewable at the pleasure of the Board.

ARTICLE SEVEN *Committees*

7.1. *Executive Committee of the Board of Directors.* An Executive Committee shall consist of the Chairman of the Board, Vice Chairman, Secretary, Treasurer and at least one, but not more than three, other non-officer Directors. The non-officer Directors shall be appointed annually by the Board to serve as Board Representative(s) to the Executive Committee for one year, renewable at the pleasure of the Board. The Executive Committee shall review the proposed annual budget and make recommendations regarding its adoption to the Board; review as necessary any proposed amendments to the annual budget and make appropriate recommendations to the Board regarding such amendments; review from time to time the performance, salary and benefits of the President and make recommendations to the Board regarding any changes to the President's compensation; act in questions of immediate importance in the period of time between meetings of the Board of Directors; and shall perform such other duties as the Board may deem expedient. Any action of the Executive Committee shall be reported to the full Board on or before the next scheduled Board meeting. A quorum of the Executive Committee shall be fifty percent (50%) of its members.

7.2. *Standing and Special Committees.* The Board of Directors may, by resolution passed by a majority of the Board, designate one or more standing or special committees, each committee to consist of one or more of the Directors of the Corporation. Such committees may also include non-director individuals as approved by the Board. Any such committee, to the extent provided in the resolution of the Board of Directors and subject to the provisions of applicable law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation. Each such committee shall make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board of Directors.

ARTICLE EIGHT *Funding*

8.1. In order to carry out its purposes, the Corporation shall be funded primarily, but not necessarily

exclusively, by fees for programs and services, membership dues, admissions and museum shop sales, private donations of money, goods or services from members of the public, including individuals, corporations, clubs, associations and other organizations. When appropriate, the Corporation may also receive funding in the form of money, goods, grants or services from federal, state and local governments as long as the receipt of such funds does not violate any law or cause the Corporation to lose its tax exempt status under the United States Internal Revenue Code then in effect.

ARTICLE NINE *Contributions and Depositories*

9.1. Contributions. Any financial contributions, bequests or gifts made to the Corporation shall be accepted or collected only in such manner as shall be designated by the Board of Directors. Any contributions, bequests, or gifts of personal property shall be held by the Corporation in a manner determined by Board of Directors. The Board of Directors has the discretion to accept or reject any contribution, bequest, or gift to the Corporation in accordance with an established gift acceptance policy.

ARTICLE TEN *Conflict of Interest*

10.1. Each Director, prior to taking his/her position on the Board, and all present Directors, shall submit in writing to the Chairman of the Board a list of all businesses or other organizations of which he is an officer, director, trustee, member, owner (either as a sole proprietor or partner), shareholder, employee or agent, with which the Corporation has, or might reasonably in the future enter into, a relationship or a transaction in which the Director would have conflicting interests. The Chairman of the Board shall become familiar with the statements of all Directors in order to guide his/her conduct should a conflict arise. All Board members shall complete and submit an annual conflict of interest form disclosing any such conflict of interest.

10.2. At such time as any matter comes before the Board in such a way as to give rise to a conflict of interest, the affected Director shall make known the potential conflict, whether disclosed by his/her written statement or not, and after answering any questions that might be asked him/her, shall withdraw from the meeting for so long as the matter shall continue under discussion. Should the matter be brought to a vote, neither the affected Director nor any other Director with a pecuniary benefit transaction with the Corporation shall vote on it.

10.3. The Board will comply with all the requirements of New Hampshire law where conflicts of interest are involved, including but not limited to the requirements of a two-thirds vote where the financial benefit to the Director is between \$500 and \$5,000 in a fiscal year, and to the requirement of a two-thirds vote and publication in the required newspaper where the financial benefit exceeds \$5,000 in a fiscal year. The New Hampshire statutory requirements are incorporated into and made a part of this conflict policy.

ARTICLE ELEVEN *Contracts*

11.1. Contracts. In the event of an emergency requiring an expenditure of over Five Thousand (\$5,000.00) Dollars, and it is not possible to convene a meeting of the Board, such expenditure may be authorized by the Chairman of the Board and the Treasurer. The Board of Directors may authorize any Officer or Officers, agent or agents of the Corporation, to enter into any contract, or execute and deliver any instrument in the name of and on behalf of the Corporation.

11.2. Checks and Notes. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of this Corporation shall be signed by such Officer or Officers

or such other person or persons as the Board of Directors may from time to time designate. No loans shall be contracted on behalf of this Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

11.3. The Board of Directors and Officers of the Corporation, as provided in these articles, may be interested directly or indirectly in any contract relating to or incidental to the operations conducted by the Corporation, and may freely make contracts, enter transactions, or otherwise act for and on behalf of the Corporation, notwithstanding that they may also be acting as individuals, or as trustees of trusts, or as agents for other persons or corporations, or may be interested in the same matters as shareholders, directors, or otherwise; provided, however, that any contract, transaction, or act on behalf of the Corporation in a matter in which the Directors or Officers are personally interested shall be at arm's length and not violative of the proscriptions in the Articles of Agreement against the Corporation's use or application of its funds for private benefit; and provided further that no contract, transaction, or act shall be taken on behalf of the Corporation which would result in the denial of the tax exemption under Section 503 or Section 507 of the Internal Revenue Code and its Regulations as they now exist or as they may be amended.

ARTICLE TWELVE *Exempt Activities*

12.1. Notwithstanding any other provision of the Bylaws, no Director, member, Officer, employee, or representative of this Corporation shall undertake or authorize any action or carry on any activity by or on behalf of the Corporation which would in any manner jeopardize the Corporation's federal income tax exempt status under sections 501(a), 501(c)(3) and 501(a)(9) of the Internal Revenue Code of 1986 and Regulations promulgated thereunder as they now exist or as they may be amended from time to time; and provided further that the Directors (or whomever is authorized to amend the Bylaws) take any and all necessary actions to maintain the tax exempt status of the Corporation, including but not limited to the amendment of these Bylaws and the Articles of Agreement.

12.2. The Corporation shall not lend money or property to a Director or Officer of the Corporation.

ARTICLE THIRTEEN *Indemnification*

13.1. The Corporation shall indemnify and reimburse any person who was or is a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such party (or the person whose legal representative or successor such party is) was or is serving as a Director, Officer, or employee of this Corporation, or, at this Corporation's request, of another entity in which this Corporation has an interest. Such indemnification and reimbursement shall include all expenses (including attorney's fees), judgments, money decrees, fines, penalties, or amounts paid in settlement actually and reasonably incurred by such person in connection with the defense or reasonable settlement of any such action, suit, or proceeding, or any appeal therefrom, to the extent and under the circumstances permitted by the New Hampshire Business Corporation Act. The Corporation shall maintain a Directors and Officers liability insurance policy.

ARTICLE FOURTEEN *Fiscal Year*

14.1. The fiscal year of this Corporation shall end on December 31 of each year, unless otherwise determined by resolution of the Board of Directors.

ARTICLE FIFTEEN *Parliamentary Authority*

15.1. Robert's Rules of Order, as revised, shall be the parliamentary authority for all matters or procedures not specifically covered by the Articles of Agreement, these Bylaws or by special rules of procedure adopted by the Board of Directors.

ARTICLE SIXTEEN *Expenditures and Dissolution*

16.1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Directors, Officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to it and to make payment or reward in furtherance of its purposes. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. The income of the Corporation for each taxable year shall be distributed at such time and in such manner as not to be subject to tax under Section 4942 of the Internal Revenue Code of 1986 and the Corporation shall not engage in any act of self-dealing (as defined in Section 4943(c) of such Code, or make

16.3. The members of the Board of Directors shall not be individually or collectively liable for any debt or encumbrance of the Corporation and shall be immune from personal liability to the fullest extent provided by law.

16.4. *Dissolution.* The Corporation may be dissolved upon the affirmative vote of two-thirds (2/3) of the members of the Board of Directors then in office, taken at a meeting of the Board called for that purpose, or upon the written consent of all members of the Board entitled to vote thereon. Upon dissolution or other termination of the Corporation no part of the property of the Corporation, nor any of the proceeds thereof, shall be distributed to, or inure to the benefit of, any of the members of the Corporation, but all such property and proceeds shall, subject to the discharge of valid obligations of the Corporation and to applicable provisions of law, be distributed as directed by the Board of Directors of the Corporation to or among any one or more Corporations, trusts, community chests, funds or foundations described in Section 501(c)(3) of the Internal Revenue Code or any successor provision.

ARTICLE SEVENTEEN *Amendments*

17.1. The Bylaws may be amended by a majority vote of the Board of Directors at any regular meeting or special meeting provided that the proposed amendment has been submitted to the Board at its prior meeting or has been sent out in the notice of the meeting at which it is to be considered.

Amended and Restated as of January 23, 2019.
Amended and Restated as of October 26, 2010.

Seacoast Science Center, Inc. - Bylaws

Amended and Restated as of June 24, 2003.

Amended and Restated as of October 23, 2003.

Amended and Restated as of October 9, 2002

Amended August 16, 2001.



SEACSCI-02

AGALLANT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/7/2022

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

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

PRODUCER AssuredPartners New England, Inc. 1555 Lafayette Road Portsmouth, NH 03801	CONTACT NAME: Anna Gallant, ACSR, CISR, CRIS PHONE (A/C, No, Ext): (603) 399-6148 FAX (A/C, No): (603) 399-6148 E-MAIL ADDRESS: Anna.Gallant@AssuredPartners.com														
INSURED Seacoast Science Center Inc. 570 Ocean Blvd Rye, NH 03870-2104	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Philadelphia Indemnity Ins. Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Ins. Co.	18058	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2336322	12/1/2021	12/1/2022	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2226324	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB788837	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as additional insured under general liability as required by written contract for work performed by insured subject to terms and conditions of the policy.

CERTIFICATE HOLDER Department of Natural and Cultural Resources Division of Parks & Recreation 172 Pembroke Road Concord, NH 03302-1856	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 <i>Mike Ross</i>
--	--

5A OR



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

April 8, 2021

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 (DNCR) to amend the existing Educational & Interpretive Center Management Contract (Amendment) with the Seacoast Science Center, Inc. (SSC) of Rye, NH to enable the SSC to assume responsibility for the generator used to operate its Exhibit Tanks effective upon Governor and Executive Council approval through December 20, 2026. The original Contract was approved by the Governor and Executive Council on December 21, 2016, Item #51.

EXPLANATION

The SSC serves as the Center Operator of the Science Center located at Odiorne Point State Park under the Educational & Interpretive Center Management Contract (Contract) approved by the Governor and Executive Council on December 21, 2016, Item #51. The SSC provides a range of general interest and specialized informational and educational programs at the Science Center on a year-round basis. The Contract is in accordance with Chapter 264:1-2, Laws of 1995, and as amended under Chapter 71:2, Laws of 2002.

The SSC has provided this service on behalf of the DNCR since 2001, when the Audubon Society of NH terminated its management of the Science Center. That contract was approved by the Governor and Executive Council on November 27, 2001, Item #A; with subsequent extension approved on November 28, 2007, Item #56; and a renegotiated contract approved on May 21, 2008, Item #47.

This Amendment enables the SSC to assume responsibility for the generator used to supply power to the Exhibit Tanks located within the Science Center, thereby allowing the SSC to operate, maintain and service the generator, including during an emergency, necessary to maintain the habitat tanks and marine life tanks. The SSC will obtain control over monitoring and maintaining the generator to protect their interests at the Science Center, and the state will be relieved of such monitoring and maintenance costs.

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

Respectfully submitted,

Philip A. Bryce
Director

Concurred,

Sarah L. Stewart
Commissioner

**AMENDMENT TO
EDUCATIONAL & INTERPRETIVE CENTER MANAGEMENT CONTRACT**

THIS AMENDMENT is made to the Educational & Interpretive Center Management Contract (the "Contract") pursuant to the terms of the Contract by and between the STATE OF NEW HAMPSHIRE, DEPARTMENT OF NATURAL AND CULTURAL RESOURCES (formerly, the Department of Resources and Economic Development, hereinafter referred to as the "State" and "DNCR") through its Commissioner, and the SEACOAST SCIENCE CENTER, INC. (the "SSC" and "Center Operator"), through its Chairman of the Board of Trustees, having its principal place of business at 570 Ocean Blvd, Rye, New Hampshire 03870.

WITNESSETH:

WHEREAS, the parties have entered into the Contract above mentioned, approved by the Governor and Executive Council on December 21, 2016 (Item #51), in which the State agreed to contract the management and operation of Odiome Point State Park's (the "Park") Science Center (the "Science Center") to the SSC, and the SSC agreed accept, subject to the terms and conditions of said Contract, the Science Center building and certain adjacent areas identified and delineated as "Center Premises" in Exhibit A, together with the right to access the Center Premises over the Park located in Rye, New Hampshire, which is owned by the State; and

WHEREAS, pursuant to the provisions of Item 2 of said Contract, "[r]ights to the management of the Center Premises shall include all of the real property and contents herein, including exhibits, electronics, fixtures, furnishings, and equipment"; and

WHEREAS, pursuant to the provisions of Item 2 of said Contract, "No other authorization is given for the use of the Odiome State Park (the "Park") unless specifically granted herein or as otherwise provided for in an Annual Operating Plan ("AOP"); and

WHEREAS, pursuant to the provisions of Item 26 of said Contract, "[a]ny part of this Contract may be amended at any time upon approval by both the Center Operator and the State. Such amendment shall be subject to any approvals required by law or State policy. All amendments or modifications to this Contract shall be enforceable only if in writing and signed by both parties"; and

WHEREAS, pursuant to the provisions of Item 26 of said Contract, the parties agree to amend Item 4, c, of the Contract to enable the SSC to assume responsibility for the generator used to operate the Exhibit Tanks;

NOW THEREFORE in consideration of the foregoing, and the covenants and conditions contained in the Contract and amendments set forth herein, the parties do hereby agree as follows:

1. SEACOAST SCIENCE CENTER, INC. PROVIDED SERVICES. To amend Item 4, c, of the Contract by adding the following new paragraph after subpart ix.:

"x. Exhibit Tanks Generator. The Center Operator shall operate and maintain the 7.5 kW Generator used to supply power to the Exhibit Tanks located on the Center Premises during a power outage. Such operation and maintenance of the Generator shall include but is not limited to the cost of repairs, maintenance, monitoring, and servicing. The State shall retain ownership of the Generator. Any improvements to or replacement of the Generator shall require prior approval from the State. The Center Operator is authorized to make emergency repairs and improvements to the Generator, without prior approval from the State, only when such repairs and improvements are immediately necessary to maintain the habitat tanks and marine life tanks. The Center Operator shall notify the State of taking such emergency repairs within 24 hours of said repairs."

2. STATE PROVIDED SERVICES. To amend Item 5, c, of the Contract by replacing it with the following:

"c) Utilities and Services. The State and the Center Operator shall work together to develop a formula to share in the cost of utilities necessary for the normal operation of the Center Premises, including but not limited to propane, electricity, water and septic services. A commitment to develop a plan that identifies a mutually agreed upon cost-sharing, stepped-model will be included as a line item in the 2021 AOP."

3. CONTINUANCE OF AGREEMENT. Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties hereunto have set their hand on the date herein named:

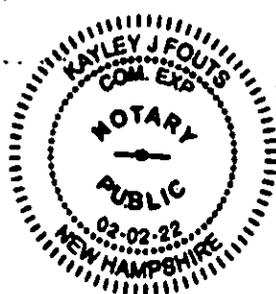
SEACOAST SCIENCE CENTER, INC.

By D. Allan Waterfield Date: 1/22/2021
D. Allan Waterfield, Chair, Board of Directors
(Duly authorized)

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

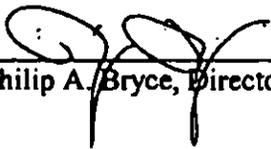
On this 22nd day of January, 2021, before me, ~~_____~~ Kayle Fouts, the undersigned officer, personally appeared Donald Allan Waterfield, known to me or satisfactorily proven to be the person subscribed to the within instrument, and acknowledged that he was duly authorized and executed the Amendment for the purposes therein contained.



[Signature]
Notary Public/Justice of the Peace
My commission expires: 2.2.22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES

Concur:


Philip A. Bryce, Director 4-5-21
Date


Sarah L. Stewart, Commissioner 4/13/21
Date

Approved as to form, substance and execution:


Michael R. Haley, Attorney 4/16/21
Office of the Attorney General Date

Approved by the Governor and Executive Council on _____, Item # _____

PAB/tl-123120

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 SEACOAST SCIENCE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 21, 2001. 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: 378953

Certificate Number: 0005297941



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of March A.D. 2021.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, D. ALLAN WATERFIELD ^(Name) hereby certify that I am duly elected Clerk/Secretary/Officer of THE SEACOAST SCIENCE CENTER ^(Name of Corporation) hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 17 MARCH, 2021, at which a quorum of the directors/shareholders were present and voting.

Voted: That D. ALLAN WATERFIELD ^(Name and Title) BOARD OF DIRECTORS CHAIR authorized to enter into contracts or agreements on behalf of SEACOAST SCIENCE CENTER ^(Name of Corporation) with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

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

DATED: 3/22/2021

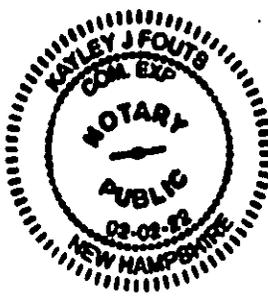
ATTEST: D. Allan Waterfield ^(Name & Title)
 Bd. of Director Chair

STATE OF New Hampshire
COUNTY OF Rockingham

On the 22nd day of March, before me D. Allan Waterfield ^{sb} Kayley Fouts the undersigned officer personally appeared D. Allan Waterfield, 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:

[Signature]
Justice of the Peace / Notary Public

My Commission Expires: 2. 2.22





SEACSCI-02

LJUKIC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/31/2021

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.

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PRODUCER People's United Insurance Agency, Inc. 1555 Lafayette Road Portsmouth, NH 03801	CONTACT NAME: Anna Gallant, ACSR, CISR, CRIS PHONE (A.C. No. Ext): (603) 399-6148 FAX (A.C. No.): (603) 399-6148 E-MAIL ADDRESS: Anna.Gallant@AssuredPartners.com														
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INSURER F:															

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 SUBR	INSR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC OTHER:			PHPK2208135	12/1/2020	12/1/2021	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2208136	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB746997	12/1/2020	12/1/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3102801693	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation coverage excluded coverage for: Voluntary Board of Directors

Certificate Holder is named as additional insured under general liability as required by written contract for work performed by Insured subject to terms and conditions of the policy.

CERTIFICATE HOLDER NH Division of Parks & Recreation 172 Pembroke Road PO Box 1856 Concord, NH 03302-1856	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 <i>People's United Insurance Agency, Inc.</i>
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STATE OF NEW HAMPSHIRE
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT
DIVISION of PARKS and RECREATION

172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

December 6, 2016

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

REQUESTED ACTION

1. Pursuant to RSA 227-H:9, authorize the Department of Resources and Economic Development, Division of Parks and Recreation (Department) to enter into a **SOLE SOURCE** Educational & Interpretive Center Management Contract (Contract) with the Seacoast Science Center, Inc. of Rye, NH (Center Operator) for management of the Seacoast Science Center (Science Center) in Odiome Point State Park for a ten (10) year period upon Governor and Executive Council approval.
2. Further authorize the Department to accept semi-annual payments on May 15 and November 15 of each year for any revenue from non-programmatic event and facility rentals (e.g. weddings), other non-programmatic revenue, any shared utility expenses and revenue collected by the Center Operator on behalf of the State, all as provided for in the Contract. The payments will be deposited into accounting unit 37020000 State Park Fund.
3. Further authorize the Department to reimburse the Center Operator for emergency repairs greater than \$500 provided the repairs are approved in advance by the Department. Funds are available in accounting unit 37200000 Service Park Operations

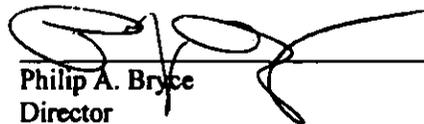
EXPLANATION

The Seacoast Science Center, Inc. (SSC) will serve as Center Operator and provide a range of general interest and specialized informational and educational programs at the Science Center on a year-round basis. The Contract is in accordance with Chapter 264, Laws of 1995, and as amended under Chapter 71, Laws of 2002. The admission fee and all programs shall be approved by the Department as part of an Annual Operating Plan. The SSC has been providing this service on behalf of the Department since 2001 when the Audubon Society of NH terminated their management of the Science Center.

The Attorney General's office has reviewed and approved the Educational & Interpretive Center Management Contract as to form, substance, and execution.

Respectfully submitted,

Concurred,


Philip A. Bryce
Director


Jeffrey J. Rose
Commissioner

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

EDUCATIONAL & INTERPRETIVE CENTER MANAGEMENT CONTRACT

RECITALS

WHEREAS, the State of New Hampshire, Department of Resources and Economic Development through its Division of Parks and Recreation (the "State" and "DRED") owns and manages a certain tract of land and buildings known as Odiorne Point State Park (the "Park");

WHEREAS, pursuant to Chapter 305:02, Laws of 1959, an act providing for the acquisition of Fort Dearborn in Rye effective September 17, 1959, by the State states that "the same shall be maintained for recreation and other public uses";

WHEREAS, pursuant to Chapter 328, Laws of 1967, the University of New Hampshire (the "UNH") was authorized to engage in planning with the division of parks for its development for the purposes of education and research to its full potential for recreational, natural, scenic and historic values and the General Court authorized with certain conditions a portion of the property to be used for educational and research purposes related to marine science and technology by UNH, including by arrangement with individual, public, or private institutions engaged in marine-oriented research;

WHEREAS, in 1987, upon the recommendation of the 1986 Management Plan for Odiorne Point State Park prepared by The Thoresen Group, the State entered into a Memorandum of Understanding with the UNH, the Audubon Society of New Hampshire (the "ASNH"), and the Friends of Odiorne Point, Inc. (the "Friends") so as to provide written agreement among the parties for a cooperative educational and interpretive program housed in the Russell B. Tobey Visitors' Center, now known as the Seacoast Science Center (the "Science Center");

WHEREAS, following the ASNH's notice of termination for management of the Science Center and with Governor and Executive Council approval on November 27, 2001, the Seacoast Science Center, Inc. (the "SSC") entered into contract with the State to manage the Science Center;

WHEREAS, pursuant to Chapter 264, Laws of 1995, and as amended under Chapter 71, Laws of 2002, "the center operator, with the approval of the division of parks and recreation, shall establish the amount and allocation of the admission fees" and a "portion of the revenue generated shall be used to support programs at the Seacoast Science Center and any directly associated costs" and a "portion of the revenue may also be divided between the Center operator, the department of resources and economic development for the maintenance of the Center's building, and the state park fund under RSA 216-A:3-i";

WHEREAS, pursuant to RSA 216-A:1, the mission of the State's Division of Parks and Recreation is to develop a comprehensive state park system that protects and preserves recreation, historic, scenic and natural areas of the state; continually provide such additional park areas and facilities; make state parks accessible to the public for recreational, educational, scientific and other uses consistent with their protection and preservation; and encourage and support tourism and related economic activities within the state;

WHEREAS, the mission of the Seacoast Science Center, Inc. includes providing "exceptional learning experiences in environmental, marine and coastal history through programs, exhibits and the rescue of marine mammals";

WHEREAS, pursuant to Chapter 264, Laws of 1995, "prior to the opening of the Seacoast Science Center, the division contributed \$50,000 per year for education at the Russell B. Tobey Visitor Center" and continued funding the Center at \$50,000 in 1992 which would be approximately \$86,147 in 2016 dollars;

WHEREAS, the Seacoast Science Center, Inc. has raised over 2 million dollars in NOAA funds for capital improvements and expansion of the Science Center;

WHEREAS, an appraisal report completed by the NH Department of Revenue dated May 12, 2014 established the annual market rent for use of the Premises to between \$91,200 and \$212,800 per year;

WHEREAS, the Seacoast Science Center, Inc. has been granted authorization by the National Marine Fisheries Service to lead New Hampshire's marine mammal rescue effort, effective January 1, 2014; and the Seacoast Science Center's Marine Mammal Rescue Team responds to stranded, injured and diseased seals, whales, porpoises, and dolphins in the New Hampshire coastal region, such response benefiting the State and its citizens;

WHEREAS, Odiorne Point State Park is a grant-assisted property under the federal Land and Water Conservation Fund program (the "LWCF") project numbers 33-00038, 33-00153, 33-00243, 33-00406, 33-00581, and 33-00628, and carries certain covenants under Section 6(f) of the Land and Water Conservation Fund Act of 1965 for the preservation of public outdoor recreation;

WHEREAS, the intent and scope of the LWCF project number 33-00243 was for the conversion of the former park manager's residence to a visitor/interpretive center serving the park's needs for visitor-orientation and nature-interpretation; and for the utilization of the former park manager's residence as a means to which to introduce visitors to what the park has to offer and to encourage each visitor to utilize the park's nature trails; and emphasized to not utilize the former park manager's residence building as an indoor recreation facility in itself, but rather as a visitor/interpretive center serving the park's needs for visitor orientation and nature-interpretation;

WHEREAS, Odiorne Point State Park has historic and cultural features and resources for which the State endeavors to protect and conserve pursuant to RSA 227-C:9 and RSA 216-A:1;

WHEREAS, the State recognizes that the character of Odiorne Point State Park is defined by its proximity to the ocean and values the opportunity that visitors have to connect with both the ocean and the Park's land features.

WHEREAS, the State wishes to have certain services provided to enhance the recreational experiences and educational opportunities at Odiorne Point State Park and the Seacoast Science Center, Inc. wishes to provide those services on behalf of the State;

NOW THEREFORE, the State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation (the "State"), and the Seacoast Science Center, Inc. (the "Center Operator"), at 570 Ocean Boulevard, Rye, NH 03870, agree to the following terms of this contract (the "Contract") for the purpose of providing public services and facility management at the Science Center (the "Science Center") at Odiorne Point State Park (the "Park") in Rye, New Hampshire.

1. **TERM OF CONTRACT.** The term of this Contract shall be for a period of ten (10) years commencing upon Governor and Council approval, unless sooner terminated as provided herein. One (1) year prior to the end of the term, the Center Operator shall notify the State of its intent to enter into a new Contract, upon which the parties shall enter into negotiation for a new Contract however this shall not create any obligation on the State or Seacoast Science Center, Inc. to enter into a new contract.
2. **CENTER PREMISES.** The State hereby authorizes the Center Operator to manage the following premises ("Center Premises") on behalf of the State subject to the terms and conditions hereinafter set forth.

The Science Center and walkway, so-called and identified in the State's Fixed Assets Resource Management System (FARMS) as building "ODN01," also known as the Sugden House, located in Odiorne Point State Park (the "Park"), Town of Rye, County of Rockingham, State of New Hampshire, with the right to occupy and maintain said building; and a portion of the state park grounds to include the Science Center parking lot and driveway abutting the Science Center to the northwest, the gazebo identified as structure "ODN02" and the Science Center outdoor function

WHEREAS, the Seacoast Science Center, Inc. has raised over 2 million dollars in NOAA funds for capital improvements and expansion of the Science Center;

WHEREAS, an appraisal report completed by the NH Department of Revenue dated May 12, 2014 established the annual market rent for use of the Premises to between \$91,200 and \$212,800 per year;

WHEREAS, the Seacoast Science Center, Inc. has been granted authorization by the National Marine Fisheries Service to lead New Hampshire's marine mammal rescue effort, effective January 1, 2014; and the Seacoast Science Center's Marine Mammal Rescue Team responds to stranded, injured and diseased seals, whales, porpoises, and dolphins in the New Hampshire coastal region, such response benefiting the State and its citizens;

WHEREAS, Odiome Point State Park is a grant-assisted property under the federal Land and Water Conservation Fund program (the "LWCF") project numbers 33-00038, 33-00153, 33-00243, 33-00406, 33-00581, and 33-00628, and carries certain covenants under Section 6(f) of the Land and Water Conservation Fund Act of 1965 for the preservation of public outdoor recreation;

WHEREAS, the intent and scope of the LWCF project number 33-00243 was for the conversion of the former park manager's residence to a visitor/interpretive center serving the park's needs for visitor-orientation and nature-interpretation; and for the utilization of the former park manager's residence as a means to which to introduce visitors to what the park has to offer and to encourage each visitor to utilize the park's nature trails; and emphasized to not utilize the former park manager's residence building as an indoor recreation facility in itself, but rather as a visitor/interpretive center serving the park's needs for visitor orientation and nature-interpretation;

WHEREAS, Odiome Point State Park has historic and cultural features and resources for which the State endeavors to protect and conserve pursuant to RSA 227-C:9 and RSA 216-A:1;

WHEREAS, the State recognizes that the character of Odiome Point State Park is defined by its proximity to the ocean and values the opportunity that visitors have to connect with both the ocean and the Park's land features.

WHEREAS, the State wishes to have certain services provided to enhance the recreational experiences and educational opportunities at Odiome Point State Park and the Seacoast Science Center, Inc. wishes to provide those services on behalf of the State;

NOW THEREFORE, the State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation (the "State"), and the Seacoast Science Center, Inc. (the "Center Operator"), at 570 Ocean Boulevard, Rye, NH 03870, agree to the following terms of this contract (the "Contract") for the purpose of providing public services and facility management at the Science Center (the "Science Center") at Odiome Point State Park (the "Park") in Rye, New Hampshire.

1. **TERM OF CONTRACT.** The term of this Contract shall be for a period of ten (10) years commencing upon Governor and Council approval, unless sooner terminated as provided herein. One (1) year prior to the end of the term, the Center Operator shall notify the State of its intent to enter into a new Contract, upon which the parties shall enter into negotiation for a new Contract however this shall not create any obligation on the State or Seacoast Science Center, Inc. to enter into a new contract.

2. **CENTER PREMISES.** The State hereby authorizes the Center Operator to manage the following premises ("Center Premises") on behalf of the State subject to the terms and conditions hereinafter set forth.

The Science Center and walkway, so-called and identified in the State's Fixed Assets Resource Management System (FARMS) as building "ODN01," also known as the Sugden House, located in Odiome Point State Park (the "Park"), Town of Rye, County of Rockingham, State of New Hampshire, with the right to occupy and maintain said building; and a portion of the state park grounds to include the Science Center parking lot and driveway abutting the Science Center to the northwest, the gazebo identified as structure "ODN02" and the Science Center outdoor function

area abutting the Science Center to the northeast, and associated building utilities including the two (2) propane tanks located next to the Science Center parking lot to the northwest, the HVAC located next to the Science Center building to the west, the generator located within the science center parking lot, one (1) storage shed not currently used by the State located near the propane tanks, and one (1) storage shed located next to the HVAC facility, all delineated as "Center Premises" in Exhibit A, together with the right to access the Center Premises over the Park in order carry out the terms of this Contract.

Rights to the management of the Center Premises shall include all of the real property and contents therein, including the exhibits, electronics, fixtures, furnishings, and equipment.

No other authorization is given for the use of the Odiorne State Park (the "Park") unless specifically granted herein or as otherwise provided for in an Annual Operating Plan ("AOP").

3. SCOPE OF SERVICES. The Center Operator shall provide the following services at the Center Premises:

- a) Provide to the visiting public, year-round interpretive facilities and exhibits featuring the ocean and marine environment, and the natural, historic and cultural features of the Park.
- b) Provide a range of general interest and specialized environmentally-based educational and interpretive programs for all ages on a year round basis.
- c) Promote the Science Center and Odiorne Point State Park.
- d) Provide administrative services for the operation of the Center Premises, including maintenance and security.
- e) Serve as a point of contact and referral for the public using the Park.
- f) Generate revenue for the maintenance and operation of the Center Premises, carrying out the activities in a State-approved AOP, and to support the state park system.

4. SEACOAST SCIENCE CENTER, INC. PROVIDED SERVICES

a) Onsite educational and interpretive services.

i. *Interpretive facilities and exhibits.* The Center Operator shall provide within the Science Center interpretive facilities and exhibits covering the ocean, marine and Park environments, including all technical services incident to the proper operation of interpretive facilities and exhibits.

- a. The Center Operator shall be responsible for the costs of furnishing the Center Premises with new and changing exhibits directly related to its educational and interpretive programs. The Center Operator shall have the responsibility for the maintenance, operation, content and quality of the exhibits, including back-up systems for the exhibits.
- b. The Center Operator shall, at the State's request, display within the Center Premises certain exhibits acquired by the State, provided that such exhibits are consistent with the mission of DRED and the Science Center agreed to by the parties. The State shall reimburse the Center Operator for the reasonable costs and expenses incurred by the Center Operator in constructing, installing and displaying such exhibits, if applicable.
- c. The Center Operator shall operate the Science Center year-round and hold such hours of operations as approved by the State in the AOP.

- ii. *Environmentally-based educational programs.* The Center Operator shall provide a range of general interest and specialized environmentally-based educational and interpretive programs for all ages on a year round basis. Programs may include but are not limited to school and bus programs, day-camps, drop-in and group programs, onsite and field programs, outreach programs, and distance learning.
 - iii. *Park interpretive programs.* The Center Operator shall provide educational and interpretive programs covering the natural and historic attributes of the Park that support the outdoor recreational use of the Park. Programs may include but are not limited to Park walks and talks, naturalists- and scientist-lead programs, lectures and presentations. At a minimum, the Center Operator shall provide outdoor interpretive staff or volunteer guided programming to visitors to the Park at no cost on a regular basis throughout the year in accordance with the AOP. The Center Operator shall accommodate any additional requests for specific programming sought by the State with the approval of the Center Operator's board of directors, whose approval shall not be unreasonably withheld.
- b) *Marketing & promotional services.* The Center Operator shall conduct marketing and promotional services to promote the Science Center and the Park, and shall recognize the relationship between the State and Center Operator, in accordance with the AOP. The Center Operator shall ensure that its websites, social media accounts as practicable, uniforms, and marketing materials promote the State and fully recognize the relationship between the State and the Center Operator.
- c) *Administrative services for Center operations.* The Center Operator shall provide administrative services for the operation of the Center Premises, including all technical services incident to the proper operation of interpretive facilities and exhibits.
- i. *Custodial.* The Center Operator shall assume all custodial and janitorial responsibilities, including costs of equipment and supplies for the Center Premises. Custodial care shall have the objective of maintaining the facilities in good, tenable condition. The Center Operator shall reimburse the State for any materials and supplies purchased under state contract by the Center Operator.
 - ii. *Security.* The Center Operator staff shall respond to all security system alarms and provide security for the Center Premises use and those portions of the Park outside the Center Premises that Center Operator is using. Excepting the cost of services for the alarm system, the Center Operator shall cover the Center Premises and pay for charges associated with police and fire, and provide security within the Center Premises. The Center Operator shall lock the Park entrance gates following use of the Park after park operating hours by the Center Operator.
- The Center Operator shall be responsible for all police and other emergency services charges associated with Center Operator's events held at the Park.
- iii. *Communications.* The Center Operator shall be responsible for the costs of any and all necessary telephone, internet, cable, or communications services within the Science Center. Failure by Center Operator to pay for any utility services purchased, resulting in the termination of the services by the provider, may be considered a material breach of this Contract. To the extent that utility usage cannot be separated and billed directly to Center Operator, the parties shall apportion the utility costs in accordance with the payment schedule of the AOP.
 - iv. *Point of Contact.* The Center Operator shall serve as a point of contact for visitors to the Park and the State as described in the AOP. All requests for any use of the Park that would require a Special Use Permit or other permission or agreement shall be referred to the State.
 - v. *Routine maintenance and repairs.* The Center Operator shall be responsible for routine and preventive facility maintenance and repairs, including maintaining minor plumbing and electrical repairs or modifications to the Center Premises. The Center Operator shall be responsible for the costs associated with routine maintenance and repairs, provided that the cost of any individual repair does

- ii. *Environmentally-based educational programs.* The Center Operator shall provide a range of general interest and specialized environmentally-based educational and interpretive programs for all ages on a year round basis. Programs may include but are not limited to school and bus programs, day-camps, drop-in and group programs, onsite and field programs, outreach programs, and distance learning.
 - iii. *Park interpretive programs.* The Center Operator shall provide educational and interpretive programs covering the natural and historic attributes of the Park that support the outdoor recreational use of the Park. Programs may include but are not limited to Park walks and talks, naturalists- and scientist-lead programs, lectures and presentations. At a minimum, the Center Operator shall provide outdoor interpretive staff or volunteer guided programming to visitors to the Park at no cost on a regular basis throughout the year in accordance with the AOP. The Center Operator shall accommodate any additional requests for specific programming sought by the State with the approval of the Center Operator's board of directors, whose approval shall not be unreasonably withheld.
- b) *Marketing & promotional services.* The Center Operator shall conduct marketing and promotional services to promote the Science Center and the Park, and shall recognize the relationship between the State and Center Operator, in accordance with the AOP. The Center Operator shall ensure that its websites, social media accounts as practicable, uniforms, and marketing materials promote the State and fully recognize the relationship between the State and the Center Operator.
-
- c) *Administrative services for Center operations.* The Center Operator shall provide administrative services for the operation of the Center Premises, including all technical services incident to the proper operation of interpretive facilities and exhibits.
- i. *Custodial.* The Center Operator shall assume all custodial and janitorial responsibilities, including costs of equipment and supplies for the Center Premises. Custodial care shall have the objective of maintaining the facilities in good, tenable condition. The Center Operator shall reimburse the State for any materials and supplies purchased under state contract by the Center Operator.
 - ii. *Security.* The Center Operator staff shall respond to all security system alarms and provide security for the Center Premises use and those portions of the Park outside the Center Premises that Center Operator is using. Excepting the cost of services for the alarm system, the Center Operator shall cover the Center Premises and pay for charges associated with police and fire, and provide security within the Center Premises. The Center Operator shall lock the Park entrance gates following use of the Park after park operating hours by the Center Operator.

The Center Operator shall be responsible for all police and other emergency services charges associated with Center Operator's events held at the Park.
 - iii. *Communications.* The Center Operator shall be responsible for the costs of any and all necessary telephone, internet, cable, or communications services within the Science Center. Failure by Center Operator to pay for any utility services purchased, resulting in the termination of the services by the provider, may be considered a material breach of this Contract. To the extent that utility usage cannot be separated and billed directly to Center Operator, the parties shall apportion the utility costs in accordance with the payment schedule of the AOP.
 - iv. *Point of Contact.* The Center Operator shall serve as a point of contact for visitors to the Park and the State as described in the AOP. All requests for any use of the Park that would require a Special Use Permit or other permission or agreement shall be referred to the State.
 - v. *Routine maintenance and repairs.* The Center Operator shall be responsible for routine and preventive facility maintenance and repairs, including maintaining minor plumbing and electrical repairs or modifications to the Center Premises. The Center Operator shall be responsible for the costs associated with routine maintenance and repairs, provided that the cost of any individual repair does

not exceed a cap of five hundred dollars (\$500.00) per occurrence. Any maintenance or repair which exceeds this cap shall be deemed a major maintenance, repair or improvement. The Center Operator shall be responsible for all maintenance and repairs to property owned by the Center Operator.

- vi. *Emergency Repairs.* The State shall reimburse the Center Operator for emergency repairs greater than \$500 provided that the repairs are approved in advance by the State. This shall not prohibit the Center Operator from spending greater than \$500 however the State shall not be obligated to reimburse the Center Operator unless the repairs are approved in advance by the State.
- vii. *Energy Conservation.* The Center Operator shall operate the facility using generally accepted practices, including any State operating policies, to conserve heat, electricity and water including turning off lights when not in use and maintaining the building temperature at an appropriate level.
- viii. *Snow removal.* Except for the State provided services under section 5(e), the Center Operator shall provide for all snow related maintenance, including, but not limited to timely and consistent ice and snow removal from all steps, walkways, doorways, sidewalks within the Center Premises, including providing sanding and/or salt application as needed. The Center Operator and the State shall coordinate snow removal from the Center Premises roofs in the event of significant snow events.
- ix. *Fixtures and improvements.* Any improvements or fixtures owned and installed by the Center Operator which are affixed to the real estate by nails, screws, or some other detachable means may be removed upon the termination of this Contract, provided all damage or defacement of the premises caused by such removal is repaired by the Center Operator to the satisfaction of the State. Any improvements or fixtures not so removable, or which are not removed prior to the termination of this Contract, shall become the property of the State at no additional cost to the State.

5. STATE PROVIDED SERVICES.

- a) Professional services. The State may provide engineering, architectural and maintenance consulting services through the Design, Development and Maintenance section of the Department of Resources and Economic Development, at its discretion, as staffing resources and budgets allow.
- b) Grounds-keeping. The State shall provide for mowing and grounds-keeping services within the Center Premises.
- c) Utilities and Services. The State shall be responsible for the costs of the following utilities necessary for the normal operation of the Center Premises: propane to heat hot water and the building, electric provider bills, city water bills, and septic pumping.
- d) Major maintenance, repairs and improvements. The State shall be responsible for the cost of major maintenance, repair to the existing facility including, but not limited to septic sewage systems; utility, security and alarm systems; facility exteriors, roofing, and structural and related mechanical systems.
- e) Snow removal. The State shall provide for timely and consistent ice and snow plowing and/or removal from all driveway entrances and parking lots, including accessible parking spaces and their access aisles, including providing sanding and/or salt application as needed.
- f) Promote the Science Center and the Park. In consultation with the Center Operator the State, at its discretion, shall conduct marketing and promotional services to promote the Science Center and the Park, and shall ensure that its websites, marketing materials, and social media accounts as practicable, promote the Science Center and fully recognize the relationship between the Division of Parks and the Center Operator.

g) Security. The State shall pay for the services of the alarm system covering the Center Premises.

6. **REVENUE GENERATION**. The Center Operator shall generate revenue for the maintenance and operation of the Center Premises, carrying out the activities in a State-approved AOP, and to support the state park system.

a) Revenue, including revenue from activities that occur off-site.

i. *Admission fees*. Pursuant to Ch. 71, Laws of 2002, all admission fees shall be approved by the State and used to support programs at the Science Center. Admission fees shall be reported to the State through the Center Operator's annual financial reports. The Center Operator shall retain 100% of Admission fees.

ii. *Educational and interpretive program fees*. Educational and interpretive program fees shall be reported to the State through the Center Operator's annual financial reports. The Center Operator shall retain 100% of educational and interpretive program fees.

iii. *Retail sales*. The Center Operator shall be permitted to operate a retail store within the Science Center for the purpose of selling educational materials and related museum shop-type goods. The Center Operator shall retain 100% of retail store sales. Sales revenues shall be reported to the State through the Center Operator's annual financial reports. Food service and sale of food and beverage items is not permitted unless in conjunction with or by permission of the State.

iv. *Membership Fees*. Members of the Seacoast Science Center, Inc., with proper membership identification, shall be granted free day-use admission to the Park by the State in accordance with the AOP. The Center Operator shall recognize the State as a supporting partner in its membership promotions and materials as described in the AOP. The Center Operator shall retain 100% of membership fees. Membership fees shall be reported to the State through the Center Operator's annual financial reports.

v. *Fundraising*. Fundraising events are defined as events where the purpose is to provide direct financial support for the Center Operator without expectation of any return benefit to the donor.

a. *Within the Center Premises*. Events entirely within the Center Premises shall be held at the discretion of the Center Operator providing they are appropriate for a State Park and are reported annually. The Center Operator shall retain 100% of fundraising revenue within the Center Premises.

b. *Within the Park*. Events that are outside of the Center Premises and in the Park or that are within the Center Premises but have a material impact on the Park shall require a Special Use Permit or be described and approved in an AOP. Notwithstanding the conditions under Park-based revenue below, the Center Operator shall retain 100% of fundraising revenue for the "Music-by-the-Sea Concert Series and the "Rescue Run."

vi. *Donations*. The Center Operator shall retain 100% of donation and sponsorship revenues. Sponsors and sponsorship signage shall be appropriate for a State Park.

vii. *Grants*. Grants received by the Center Operator shall be approved by the State through the AOP or may be accepted provided they are inside the scope of services, supporting the activities in an approved AOP and are consistent with Land and Water Conservation Fund restrictions and the purposes of the Park System. The Center Operator shall retain 100% of grant revenues unless otherwise provided for in the grant.

g) **Security.** The State shall pay for the services of the alarm system covering the Center Premises.

6. REVENUE GENERATION. The Center Operator shall generate revenue for the maintenance and operation of the Center Premises, carrying out the activities in a State-approved AOP, and to support the state park system.

a) **Revenue,** including revenue from activities that occur off-site.

- i. **Admission fees.** Pursuant to Ch. 71, Laws of 2002, all admission fees shall be approved by the State and used to support programs at the Science Center. Admission fees shall be reported to the State through the Center Operator's annual financial reports. The Center Operator shall retain 100% of Admission fees.
- ii. **Educational and interpretive program fees.** Educational and interpretive program fees shall be reported to the State through the Center Operator's annual financial reports. The Center Operator shall retain 100% of educational and interpretive program fees.
- iii. **Retail sales.** The Center Operator shall be permitted to operate a retail store within the Science Center for the purpose of selling educational materials and related museum shop-type goods. The Center Operator shall retain 100% of retail store sales. Sales revenues shall be reported to the State through the Center Operator's annual financial reports. Food service and sale of food and beverage items is not permitted unless in conjunction with or by permission of the State.
- iv. **Membership Fees.** Members of the Seacoast Science Center, Inc., with proper membership identification, shall be granted free day-use admission to the Park by the State in accordance with the AOP. The Center Operator shall recognize the State as a supporting partner in its membership promotions and materials as described in the AOP. The Center Operator shall retain 100% of membership fees. Membership fees shall be reported to the State through the Center Operator's annual financial reports.
- v. **Fundraising.** Fundraising events are defined as events where the purpose is to provide direct financial support for the Center Operator without expectation of any return benefit to the donor.
 - a. **Within the Center Premises.** Events entirely within the Center Premises shall be held at the discretion of the Center Operator providing they are appropriate for a State Park and are reported annually. The Center Operator shall retain 100% of fundraising revenue within the Center Premises.
 - b. **Within the Park.** Events that are outside of the Center Premises and in the Park or that are within the Center Premises but have a material impact on the Park shall require a Special Use Permit or be described and approved in an AOP. Notwithstanding the conditions under Park-based revenue below, the Center Operator shall retain 100% of fundraising revenue for the "Music-by-the-Sea Concert Series and the "Rescue Run."
- vi. **Donations.** The Center Operator shall retain 100% of donation and sponsorship revenues. Sponsors and sponsorship signage shall be appropriate for a State Park.
- vii. **Grants.** Grants received by the Center Operator shall be approved by the State through the AOP or may be accepted provided they are inside the scope of services, supporting the activities in an approved AOP and are consistent with Land and Water Conservation Fund restrictions and the purposes of the Park System. The Center Operator shall retain 100% of grant revenues unless otherwise provided for in the grant.

viii. *Event and Facility Rentals.* The Center Operator shall be permitted to generate revenue by providing facility rentals within the Center Premises for non-educational-based or non-interpretive-based programs and activities, including meeting, conference space and outdoor space rentals, for events and activities, such as but not limited to business meetings and events, concerts, weddings, private parties and events. Allocation of revenue between the State and the Center Operator shall be in accordance with the State-approved AOP. Should the parties not come to agreement for the allocation of revenue between the State and the Center Operator, the Center Operator shall pay the State 5% of gross revenue or a per person equivalent from event and facility rentals. The Center Operator and the State shall work together to minimize conflicts between events held by the Center operator on the Premises with events held by the State in the Park.

ix. *Other revenue.* Revenue generated from non-educational-based or non-interpretive-based programs and activities outside the Center Premises and in the Park, including but not limited to events, activities, and tours shall be in accordance with the State-approved AOP or a Special Use Permit. Allocation of revenue between the State and the Center Operator shall be in accordance with the State-approved AOP or Special Use Permit.

b) Collection of Park fees. The Center Operator may collect Park day-use admission fees or other entrance fees to the Park on behalf of the State in accordance with the State-approved AOP. The State shall retain 100% of Park fees collected by the Center Operator on behalf of the State.

c) Fees charged by the State. The State reserves its right to charge day-use admission fees or other entrance fees or parking fees to the Park, for use or admission unrelated to the Science Center or for anything not approved under the AOP or an SUP or as otherwise specifically provided herein.

7. PAYMENTS TO STATE.

a) Payment schedule. All payments due to the State shall be made without demand biannually by November 15 and May 15. Any bills issued by the State or reimbursement owed the State shall be paid promptly.

b) Late payments. Payments made after 30 days from the date due shall incur a 2% late fee on the balance due.

c) Reporting. The Center Operator shall provide a certified copy of its annual Financial Statement, including a detailed statement of profit and loss, and Auditor's Report, within one hundred and eighty (180) days after the close of its fiscal year without demand. The report shall specifically provide the gross amounts of Center Operator revenues, fees and expenses. Revenue information shall include sales, or other charges collected by the Center Operator for the services performed or material sold, and shall be categorized by all its sources of income, including but not limited to admission fees, educational and programs and activities, retail sales, membership, fundraising, events and facility rentals, non-educational programs and activities, park-based programs and activities, and any other revenue. Cost information shall be categorized by all its sources of expenses including, but not be limited to, salaries, benefits, taxes, equipment, depreciation, insurance, advertising, supplies, travel, telephone/internet, repairs, maintenance, contracted services, printing, postage, dues and subscriptions and any other expenses.

d) Audits. The State shall have authority to audit at its expense the Center Operator's books and records in order to protect the public interest. Such audits shall be subject to supervision by the Director of Accounts, State of New Hampshire, and shall be made at such times as the State may deem necessary to protect the State's interests. The Center Operator shall have the right to be present during any such audit, and shall timely receive copies of all documents relating to the audit.

8. ANNUAL OPERATING PLAN ("AOP")

- a) AOP Schedule. The Center Operator, shall submit to the State an annual written operating plan and report ("Annual Operating Plan"), that shall outline the Center Operator's proposed activities and operations on the Center Premises and within the Park for the coming year, and shall summarize the Center Operator's accomplishments over the previous year. All activities of the Center Operator shall be contained in the AOP. No other activities shall be conducted by the Center Operator that is not covered by the State-approved AOP, unless granted through an approved amendment to the AOP, by a State-approved Special Use Permit or other agreement. The Center Operator may submit proposed amendments to the AOP.
- b) AOP schedule. The initial, State-approved Annual Operating Plan shall be due upon full execution of this Contract, and each subsequent Annual Operating Plan shall be due each December 1st, thereafter. The Annual Operating Plan shall include, but is not limited to the components outlined below.
- c) State approval. The State shall review the AOP or proposed amendment and shall, within thirty (30) days, either approve the plan, portions of the plan, or proposed amendment or request revision and resubmission of the AOP for the purpose of enabling the Center Operator to address specific comments or objections made by the State, to the satisfaction of the State. The revised AOP shall be due to the State within thirty (30) days following the State's request for revision. The State reserves the right to reject any part of a proposed scope of work, but shall provide the basis of its decision in writing. Both the State and the Center Operator shall work in good faith to meet said deadlines and both parties may request extensions of their respective deadlines.

Operating beyond the content, scope or elements of a State-approved AOP shall be considered a material breach of this Contract and shall trigger the default provisions set forth in this Contract. If the State and Center Operator cannot agree on a new State-approved AOP, then the previous AOP shall remain in full force and effect.

- d) Components of the AOP. The AOP shall provide sufficient detail to enable the State to understand that the Scope of Services are being provided, the impact to the Park by the Center Operator's operations, and that the Center Operator's programs are consistent with LWCF requirements.
 - i. Educational & Interpretive Services. List and provide a synopsis of all proposed programs and activities, including but not limited to:
 - a. Days and hours of operation.
 - b. Interpretive facilities and exhibits. Any major changes to the exhibits, and additions to exhibits, within the Science Center, located upon the Center Premises and to be provided within the Park.
 - c. Environmentally-based educational programs. General interest and specialized environmentally-based educational and interpretive programs for all ages on a year round basis. Programs may include but are not limited to school and bus programs, day-camps, drop-in and group programs, onsite and field programs, outreach programs, and distance learning.
 - d. Park interpretive programs. Educational and interpretive programs including specifically addressing the natural, cultural, and historic features of the Park. Description and schedule of free outdoor staff guided programming in the Park.
 - e. Whether the program or activity is offered onsite within the Center Premises, includes the use of the Park or portions of the Park, or is offsite.

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 - e. Whether the program or activity is offered onsite within the Center Premises, includes the use of the Park or portions of the Park, or is offsite.

ii. *Marketing & Promotional Services.* List and describe how the relationship between the Center Operator and the Park is fully recognized in all public communication, membership, marketing and promotional materials and describe additional initiatives that promote the Science Center and the Park.

iii. *Administrative Services for Center Operations.*

a. Routine maintenance and repairs, improvements, additions, or reconfiguration of Center Premises that materially alter the Center Premises and therefore, require approval from the State.

b. Utility cost. Payment schedule for apportionment of any shared utility costs.

c. Park Fees. The method of collection of Parks entrance and day use fees on behalf of the State by the type of visitor and use.

d. Point of Contact. Process and information provided as a point of contact for the Park.

iv. *Revenue Generation.*

a. Admission Fees.

(i) Proposed admission fees for approval by the State.

(ii) Major fundraising events held within the Center Premises.

(iii) A description of free access to the Park provided through Center Operator membership.

b. Event and facility rentals. The general nature and schedule of the events and facility rentals and the allocation of revenue between the State and the Center Operator.

(i) The Center Operator shall require that the renter obtain and hold general liability insurance to cover the special event.

(ii) The Center Operator shall comply with all federal, state, and town ordinance, as applicable for all special events and activities.

c. Other revenue initiatives, including:

(i) Non-education- and interpretive-based programs and activities offered within the Center Premises and the proposed allocation of revenue between the State and the Center Operator.

(ii) Grants being applied for including a list, description and budget for grant initiatives.

(iii) Use of donations made to the Center Operator for use in the Park.

(iv) State approved food and beverage service.

v. *Other Programs, Activities, and Revenue Initiatives Not Otherwise Covered,* including the proposed allocation of revenue between the State and the Center Operator.

vi. *Other Uses which Require State Approval, Permission or Permits,* such as but not limited to:

a. All signs, whether permanent or temporary and including but not limited to sponsorship and fundraising banners, posted outside the Center Premises and within the Park. Additional access to or use of Park lands and facilities, including requests for the temporary restriction or closure of Park lands and facilities to the general public.

b. Use of Off Highway Recreational Vehicles.

c. Any requests for State-provided professional services.

vii. *Previous Year Summary Report.* Sufficient detail to enable the State to understand that the Scope of Services were being provided and the AOP was implemented.

9. CENTER OPERATOR PERSONNEL.

a) Qualified personnel. The Center Operator shall at its own expense provide all personnel necessary to perform the contracted services. The Center Operator warrants that all personnel engaged in the contracted services shall be qualified to perform the contracted services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

b) Uniforms. The Center Operator shall have a uniform policy for all employees and volunteers that are visible to or in direct contact with the public. Such employees and volunteers of the Center Operator, while working on the Center Premises and within the Park, shall be dressed consistent with the Center Operator's uniform policy. The uniform policy shall require the display of the State Parks logo. The logo, its size, placement, and the manner in which it is displayed shall be approved by the State.

c) Compliance with laws and regulations/equal employment opportunity.

i. In connection with the performance of the Services, the Center Operator shall comply with all statutes, laws, regulations, agency administrative rules and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Center Operator, including, but not limited to, civil rights and equal opportunity laws. In addition, the Center Operator shall comply with all applicable copyright laws.

ii. During the term of this Contract, the Center Operator 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.

iii. If this Contract is funded in any part by monies of the United States, the Center Operator 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 Center Operator further agrees to permit the State or United States access to any of the Center Operator'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 Contract.

10. MEETINGS AND BOARD MEMBERSHIP

a) The Center Operator shall meet at least semi-annually with the Director of the Division of Parks and Recreation and the Division's Seacoast Region Supervisor to review the implementation of the State-approved AOP.

b) The Director, or designee, shall be a non-voting *ex officio* member to the Board of Directors invited to all meetings and receiving all full board communications. The Director shall not be entitled to participate in executive sessions.

a. All signs, whether permanent or temporary and including but not limited to sponsorship and fundraising banners, posted outside the Center Premises and within the Park. Additional access to or use of Park lands and facilities, including requests for the temporary restriction or closure of Park lands and facilities to the general public.

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b) The Director, or designee, shall be a non-voting ex officio member to the Board of Directors invited to all meetings and receiving all full board communications. The Director shall not be entitled to participate in executive sessions.

11. **SIGNS.** All signs shall be posted in accordance with state law and local ordinances. Signs located within the Park, but not within the Center Premises area as designated by Exhibit "A", shall have the advance approval of the State.

12. **SPECIAL USE PERMITS.**

a) Pursuant to Res 7400, Special Use Permits ("SUP") are required to grant the Center Operator permission to hold special events at or reserve additional facilities or areas of the Park not specifically granted to the Center Operator herein or within a State approved AOP. The Center Operator shall apply for a Special Use Permit from the Park Manager in accordance with the applicable administrative rules and park permitting policies, and all customary permitting and associated fees shall apply. The Center Operator's special events and all related activities shall not adversely impact the use of the Park by the general public, as determined by the State. Failure to obtain a Special Use Permit consistent with this provision shall constitute a breach of this Contract and may trigger the default provisions of this Contract.

b) No commercial activities or special events, or granting rights to third-parties for such activities or special events, shall occur within the Center Premises or at the Park, except as is specifically provided in this Contract or as approved by the AOP, or by separate Special Use Permit from the State.

13. **INSURANCE.** It is agreed that during the term of this Contract, the Center Operator at its sole cost and expense and for mutual benefit of the Center Operator and the State shall carry and maintain the following types of insurance in the amounts specified.

a) Worker's compensation insurance covering the employees of Center Operator from loss or damage because of liability under the Worker's Compensation Act in amounts as required by law.

b) Comprehensive general liability insurance against all claims for injury to or death of persons, or damage to property occurring on (or which may be claimed to have occurred on) in, or about the Center Premises and the Park, such insurance to afford minimum protection during the term of the contract, in limits of not less than \$1,000,000 in respect of bodily injury or death to any one person in any one accident; and \$2,000,000 in respect of bodily injury or death to one or more person and of not less the \$1,500,000 for property damage, which insurance shall be extended to cover the State of New Hampshire in respect to the foregoing indemnification.

c) Exhibit and contents insurance covering the replacement value of the exhibits and contents within the Center Premises that are owned by or entrusted to Center Operator.

d) Insurance terms. All insurance provided for in this Contract shall be affected under standard form valid and enforceable policies issued by insurers of recognized responsibility qualified to do business in New Hampshire. On the date of execution of this Contract and thereafter not less than fifteen (15) days prior to the expiration dates of policies purchased pursuant to this section originals or copies of all relevant insurance certificates shall be delivered by the Center Operator to the State. The comprehensive public liability policy of insurance provided for herein shall name the State and the Center Operator as parties insured as their respective interests may appear. The Center Operator agrees to maintain insurance as herein provided in full force and effect for the duration of occupancy and will seek an agreement by the insurer that such policy shall not be canceled or modified without at least ten (10) days prior written notice to the State.

14. **TAXES.** The Center Operator shall be responsible for, and pay for, any taxes and other assessment(s) applicable to the Center Premises. Specifically, the Center Operator agrees to hold the State harmless with respect to and agrees to pay in addition to other payments provided herein, the full amount of taxes levied against the Center Premises subject to this Contract as a consequence of the application of RSA 72:23.1, which provides for taxation of certain State properties used or occupied by persons or entities other than the State. In the event the Center Operator shares a larger parcel of land with other lessees or other

concessionaires, it shall be obligated to pay only its' pro rata share of any such taxes. Failure of the Center Operator to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Contract by the State. Should the Center Operator claim that its real estate and personal property are exempt from taxation by reason of the provision of RSA 72:23,V, the provisions of this section shall not be construed to waive any such claim.

15. RIGHT TO INSPECT. The Center Operator shall allow the State, or such persons as may be designated, access to the premises at all reasonable hours, with reasonable notice, for the purpose of examining and inspecting said Center Premises, or making necessary building repairs, or for any other purpose not unduly affecting the Center Operator's operation. Notice is not required in the case of an emergency or exigent circumstance requiring the need to pass over said Center Premises without the opportunity to provide notice.

16. PROPERTY RESTRICTIONS.

- a) The Center Premises and the Park are restricted by covenants under Section 6(f) of the Land and Water Conservation Fund Act and Section 106 of the National Historic Preservation Act. Certain uses of the Park, including alterations, improvements, and expansion to the premises may be restricted under these covenants and shall therefore require review and approval procedures provided in Federal Sections 6(f) and 106 regulatory review herein. The Center Operator shall be solely responsible for any actions taken without prior approval of the State that violate the restricted covenants under Section 6(f) and Section 106.
- b) The Center Premises are contracted to the Center Operator in "as is" condition. The State shall not be required, responsible, nor obliged to provide any improvements, upgrades, or alterations to the Center Premises or the Park prior to or during the term of this Contract for the benefit of the Center Operator.
- c) Notwithstanding any provision of this Contract 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 becomes available.
- d) The Center Operator shall not make any material modifications to the Center Premises without advance approval of the State.
- e) The Center Operator shall not take any actions that encumber the Premises or Park, create obligations on behalf of the State, or otherwise restrict actions of the State without written permission from the State.

17. DEFAULT.

- a) If the Center Operator fails to perform its obligations as provided in section 4 of this Contract, the State shall give the Center Operator written notice of such failure. If within ten (10) calendar days after such notice is given to the Center Operator no steps to remedy the condition(s) specified have been initiated, the State may, at their option, and in addition to other rights and remedies of State provided hereunder, contract to have such condition(s) repaired, and the Center Operator shall be liable for any and all expenses incurred by the State resulting from the Center Operator's failure. The State shall submit documentation of the expenses incurred to the Center Operator, who shall reimburse the State within thirty (30) days of receipt of said documentation of work.
- b) Any one or more of the following acts or omissions of the Center Operator shall constitute an event of default hereunder ("Event of Default"):
 - i. failure to perform the Scope of Services in accordance with this Contract; failure to submit any report or payment required herein; and/or

concessionaires, it shall be obligated to pay only its' pro rata share of any such taxes. Failure of the Center Operator to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said Contract by the State. Should the Center Operator claim that its real estate and personal property are exempt from taxation by reason of the provision of RSA 72:23,V, the provisions of this section shall not be construed to waive any such claim.

15. **RIGHT TO INSPECT.** The Center Operator shall allow the State, or such persons as may be designated, access to the premises at all reasonable hours, with reasonable notice, for the purpose of examining and inspecting said Center Premises, or making necessary building repairs, or for any other purpose not unduly affecting the Center Operator's operation. Notice is not required in the case of an emergency or exigent circumstance requiring the need to pass over said Center Premises without the opportunity to provide notice.

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- b) The Center Premises are contracted to the Center Operator in "as is" condition. The State shall not be required, responsible, nor obliged to provide any improvements, upgrades, or alterations to the Center Premises or the Park prior to or during the term of this Contract for the benefit of the Center Operator.
- c) Notwithstanding any provision of this Contract 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 becomes available.
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 - i. failure to perform the Scope of Services in accordance with this Contract; failure to submit any report or payment required herein; and/or

ii. failure to perform any other covenant, term or condition of this Contract.

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

- i. give the Center Operator 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 Contract, effective two (2) days after giving the Center Operator notice of termination;
- ii. give the Center Operator a written notice specifying the Event of Default and suspending all payments due to the Center Operator under this Contract and ordering that the portion of the payment which would otherwise accrue to the Center Operator during the period from the date of such notice until such time as the State determines that the Center Operator has cured the Event of Default shall never be paid to the Center Operator;
- iii. set off against any other obligations the State may owe to the Center Operator any damages the State suffers by reason of any Event of Default; and/or
- iv. treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

18. CASUALTY ADJUSTMENT.

- a) In the event the Center Premises, the Park, or any part thereof shall be destroyed by flood, fire or unavoidable casualty so that the same shall be thereby rendered unfit for use and habitation, then, and in such case, that portion of the Center Operator operation shall be suspended or abated until and if said premises shall have been placed in proper condition for use by the Center Operator.
- b) The Center Operator shall be held legally and financially liable for any and all damages, repairs or rehabilitation caused by its operations.
- c) The State shall not be obligated to rebuild or replace any building wholly or substantially destroyed by fire, flood, war, or other casualty. The State shall not be liable to Center Operator for any injury, loss, damage, or inconvenience occasioned by any cause whatsoever to said Center Premises or the Park, including but not limited to any loss of income for any function, program or contract that may not take place for whatever reason due to an emergency or unforeseeable situation.

19. **PURCHASE AND EQUIPMENT.** In the event of cancellation of the Contract by the State, it may offer to purchase equipment purchased by the Center Operator and installed on State property, subject to availability of funds, on a cost basis as submitted to the State at the time of installation less depreciation figured by straight line depreciation method from date of installation to the date of transfer to the State. The State shall have the right to assign the State's obligation to purchase to other parties for the purpose of maintaining uninterrupted service to the public. Equipment, for the purpose of this paragraph, shall not mean computers or related electronic equipment.

In the event the State elects not to purchase equipment so installed, the Center Operator shall properly and promptly remove all said equipment upon vacating the Center Premises and the Park. Center Operator shall be held legally and financially liable for any and all damages caused by and repairs or rehabilitation necessitated by its vacating the Center Premises and the Park.

20. **SOVEREIGN IMMUNITY.** Nothing contained herein shall be deemed to constitute a waiver of the sovereign immunity of the State.

21. **STATUTES, ORDINANCES, AND REGULATIONS.** The Center Operator and the State shall comply with the statutes and regulations of the federal and state governments and with the applicable ordinances, by-laws, and regulations of the county and municipal governments. Center Operator shall also comply with the applicable regulations of the Department of Resources and Economic Development. Center Operator shall procure all necessary licenses and permits required in connection with the operations described herein.
22. **CENTER OPERATOR'S RELATION TO STATE.** It is the intent of the parties hereto that Center Operator shall be legally considered as an independent entity and that neither party or its employees shall, under any circumstance, be considered servants or agents of the other party, and that neither party shall at any time be legally responsible for any negligence on the part of the other party, its servants or agents resulting in either personal or property damage to any individual, firm, or corporation. Neither Center Operator nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.
23. **WAIVER OF BREACH.** No waiver by either party of its right to enforce any provision hereof after any default on the part of the other party shall be deemed a waiver of its rights to enforce each and all of the provisions hereof.
24. **CONFLICT OF INTEREST.** No officer, member or employee of the Center Operator and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the services are to be performed, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of such services, shall participate in any decision relating to this contract which affects his or her personal financial interest or personal financial interests in any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal financial interest, direct, or indirect, in this Contract or the proceeds thereof, except for his or her approved salary or compensation. No member of or delegate to the Congress or, officer of, or employee of the United States of America shall be admitted to any share or part hereof or to any benefit arising here from. Center Operator shall not employ an employee of the State of New Hampshire, without State approval.
25. **ASSIGNMENT.** This Contract shall not be transferred, in whole or in part, to another party.
26. **AMENDMENTS.** Any part of this Contract may be amended at any time upon approval by both the Center Operator and the State. Such amendment shall be subject to any approvals required by law or State policy. All amendments or modifications to this Contract shall be enforceable only if in writing and signed by both parties.
27. **TERMINATION.** The Center Operator may terminate this Contract at any time by providing 90-days written notice to the State. The State may terminate this Contract for failure of Center Operator to perform, keep and observe its obligations under this Contract and the failure of the Center Operator to correct the default or breach of its obligations within a time specified by the Commissioner, by giving the Center Operator ninety (90) days written notice of termination.
28. **CONTACTS:**

<u>Center Operator</u>	<u>State</u>
	<i>Matters pertaining to the Contract</i>
Richard Samdperil	Philip A. Bryce
Board Chairman	Director
Seacoast Science Center, Inc.	Division of Parks and Recreation
570 Ocean Blvd.	172 Pembroke Rd, PO Box 1856
Rye, NH 03870-2104	Concord, NH 03302-1856
O: 603-775-7570	O: 603-271-3556
C: 603-494-0483	C: 603-340-7846

21. **STATUTES, ORDINANCES, AND REGULATIONS.** The Center Operator and the State shall comply with the statutes and regulations of the federal and state governments and with the applicable ordinances, by-laws, and regulations of the county and municipal governments. Center Operator shall also comply with the applicable regulations of the Department of Resources and Economic Development. Center Operator shall procure all necessary licenses and permits required in connection with the operations described herein.
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23. **WAIVER OF BREACH.** No waiver by either party of its right to enforce any provision hereof after any default on the part of the other party shall be deemed a waiver of its rights to enforce each and all of the provisions hereof.
24. **CONFLICT OF INTEREST.** No officer, member or employee of the Center Operator and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the services are to be performed; who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of such services, shall participate in any decision relating to this contract which affects his or her personal financial interest or personal financial interests in any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal financial interest, direct, or indirect, in this Contract or the proceeds thereof, except for his or her approved salary or compensation. No member of or delegate to the Congress or, officer of, or employee of the United States of America shall be admitted to any share or part hereof or to any benefit arising here from. Center Operator shall not employ an employee of the State of New Hampshire, without State approval.
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28. **CONTACTS:**

Center Operator	State
	<i>Matters pertaining to the Contract</i>
Richard Samdperil Board Chairman Seacoast Science Center, Inc. 570 Ocean Blvd. Rye, NH 03870-2104 O: 603-775-7570 C: 603-494-0483	Philip A. Bryce Director Division of Parks and Recreation 172 Pembroke Rd, PO Box 1856 Concord, NH 03302-1856 O: 603-271-3556 C: 603-340-7846

and
Wendy Lull
President
Seacoast Science Center, Inc.
570 Ocean Blvd.
Rye, NH 03870-2104
O: 603-436-8043
C: 603-767-2622

Matters pertaining to Onsite Operations

Wendy Lull
President
Seacoast Science Center, Inc.
570 Ocean Blvd.
Rye, NH 03870-2104
O: 603-436-8043
C: 603-767-2622

Brian Wilson
Seacoast Region Supv
505 Ocean Boulevard
Rye, NH 03870
O: 603-227-8715
C: 603-856-1821

[SIGNATURE PAGE FOLLOWS.]

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

SEACOAST SCIENCE CENTER, INC.

Emin Walczak 12/6/16
Witness Date

Wendy Lull 12-6-16
Wendy Lull, President Date
Duly Authorized

STATE OF New Hampshire

COUNTY OF Rockingham

On this the 6th day of December, before me Susan Bradbury, the undersigned officer, personally appeared Wendy Lull, 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 the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Susan L. Bradbury
Notary Public
My Commission Expires: 10/5/2021

SUSAN L. BRADBURY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
October 5, 2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

Philip A. Bryce 12-6-16
Philip A. Bryce, Director Date

Jeffrey J. Rose 12/7/16
Jeffrey J. Rose, Commissioner Date

Approved as to form, substance and execution:

[Signature] Date 12/6/16
Attorney General's Office

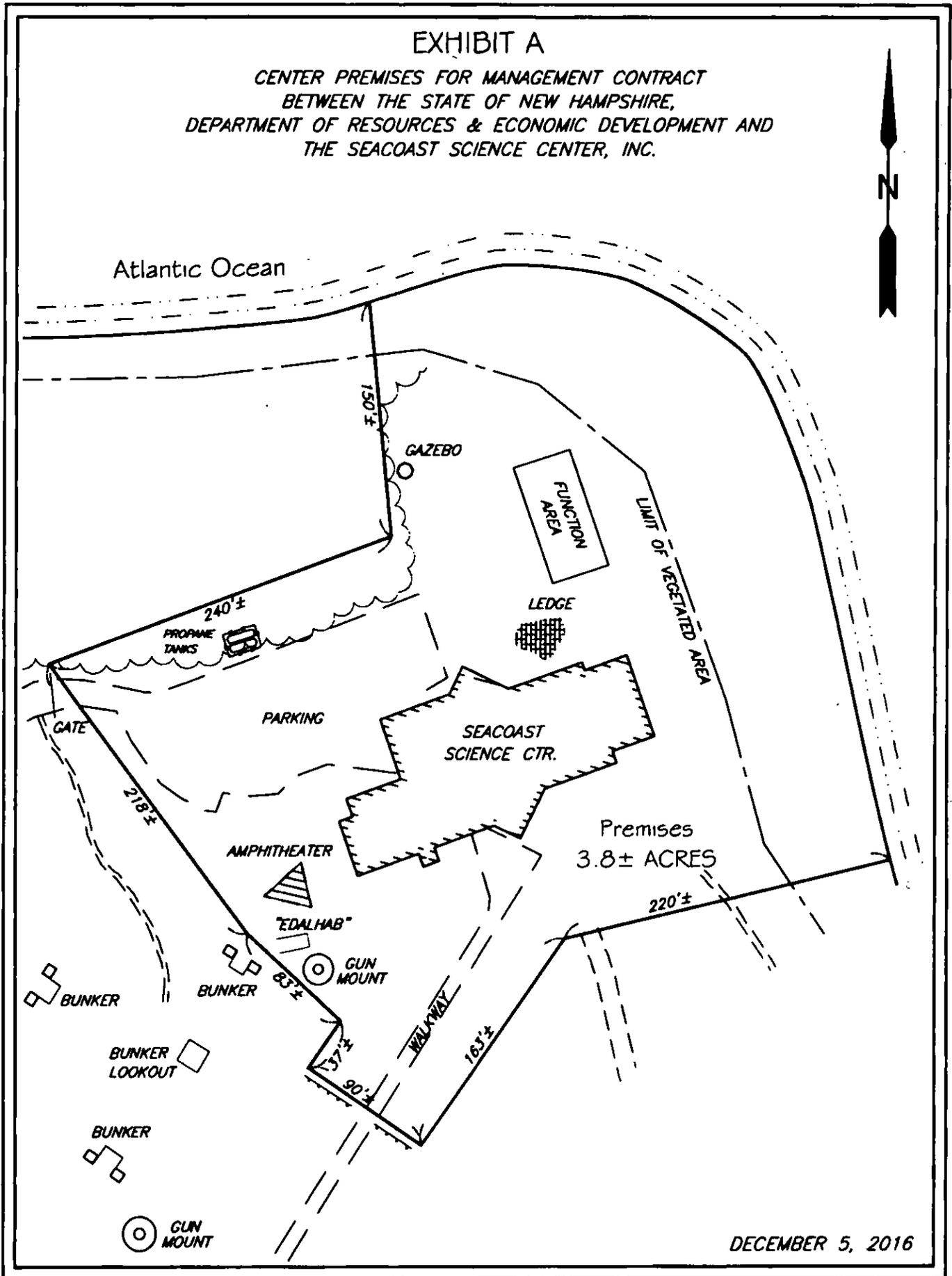
Approved by Governor and Executive Council on

_____ Item # _____
Date

PAB/tul-120516

EXHIBIT A

CENTER PREMISES FOR MANAGEMENT CONTRACT
BETWEEN THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF RESOURCES & ECONOMIC DEVELOPMENT AND
THE SEACOAST SCIENCE CENTER, INC.

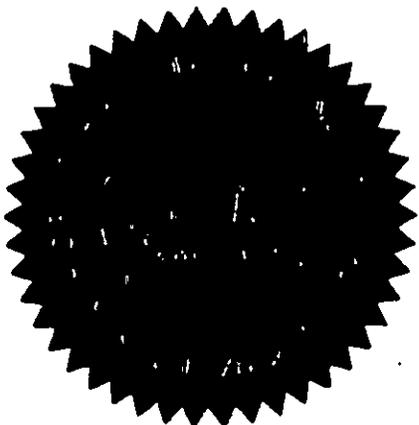


DECEMBER 5, 2016

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 SEACOAST SCIENCE CENTER, INC. is a New Hampshire nonprofit corporation formed May 21, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of February A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", is written above the printed name.

William M. Gardner
Secretary of State



**SEACOAST
SCIENCE CENTER**

OCEAN EDUCATION IS WHAT WE DO.

CERTIFICATE OF AUTHORITY

WHEREAS, the Seacoast Science Center, Inc. desires to enter into a contract with the State of New Hampshire, Department of Resources and Economic Development, Division of Parks to allow for the continued operation of the Seacoast Science Center, Inc. at Odiorne State Park in Rye, New Hampshire;

RESOLVED, that, on November 16, 2016, the Board of Directors of the Seacoast Science Center, Inc. authorized and approved to grant authority to sign, execute, and enter into a contract with the State of New Hampshire to Wendy Lull, President of the Seacoast Science Center, Inc., and to Richard E. Samdperil, Chair of the Board of Directors of the Seacoast Science Center, Inc.

I, Pam Miller Sallet, am the duly elected and qualified Secretary of the Board of Directors of the Seacoast Science Center, Inc. and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors on November 16, 2016, that said meeting was held in accordance with state law and the Bylaws of the Seacoast Science Center, Inc., and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, this 16th day of December, 2016.

Pam Miller Sallet, Secretary
Seacoast Science Center Board of Directors

Client#: 35647

SCICE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2016

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).

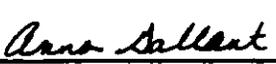
PRODUCER People's United Ins. Agency NH 1555 Lafayette Rd. 2nd Fl. Portsmouth, NH 03801	CONTACT NAME: Anna Gallant PHONE (A/C, No, Ext): 603 427-7534 FAX (A/C, No): E-MAIL ADDRESS: Anna.Gallant@peoples.com
	INSURER(S) AFFORDING COVERAGE
INSURED Seacoast Science Center Inc. 570 Ocean Blvd Rye, NH 03870-2104	INSURER A: Philadelphia Indemnity Insuranc
	INSURER B: MEMIC Indemnity Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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 SUBR INSR 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1422750	12/01/2015	12/01/2016	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 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	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					\$ \$ \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB522197	12/01/2015	12/01/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		3102801693	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation coverage excludes coverage for: Voluntary Board of Directors

CERTIFICATE HOLDER The State of NH Department of Resources and Economic Development Division of Parks and Recreation 172 Pembroke Rd Concord, NH 03301	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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PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company COMMON POLICY DECLARATIONS

Policy Number: PHPK1565630

Named Insured and Mailing Address:

Seacoast Science Center, Inc.
570 Ocean Blvd
Rye, NH 03870-2104

Producer: 17723

People's United Insurance Agency, Inc.
501 Islington Street
Portsmouth, NH 03801

Policy Period From: 12/01/2016 **To:** 12/01/2017

(603)436-1555

at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description: Non Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	4,419.00
Commercial General Liability Coverage Part	3,303.00
Commercial Crime Coverage Part	100.00
Commercial Inland Marine Coverage Part	1,889.00
Commercial Auto Coverage Part	4,077.00
Businessowners	
Workers Compensation	
Employee Benefits	300.00
Sexual/Physical Abuse	INCLUDED
Total	\$ 14,088.00
Total Includes Federal Terrorism Risk Insurance Act Coverage	37.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

CPD- PIIC (06/14)


Secretary


President and CEO

Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Policy Number: PHPK1565630

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
Recurring Payment Flyer	1212	Recurring Payment Flyer
CSNotice-1	1014	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
PP2015	0615	Privacy Policy Notice
CPD-PIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
Loss Payee Schedule	0100	Loss Payee Schedule
Additional Insured Schedule	0100	Additional Insured Schedule
PI-BELL-1 NH	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0022	0587	Effective Time Changes - Replacement of 12 Noon
IL0135	0908	New Hampshire Changes - Cancellation and Nonrenewal
IL0187	0907	New Hampshire Changes-Concealment, Misrep. or Fraud
IL0952	0115	Cap On Losses From Certified Acts Of Terrorism
IL0985	0115	Disclosure Pursuant To Terrorism Risk Insurance Act
PI-TER-DN1	0115	Disclosure Notice Of Terrorism Ins Coverage Rejection

Philadelphia Indemnity Insurance Company

Form Schedule – Policy

Policy Number: PHPK1565630

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IL0985	0115	Disclosure Pursuant To Terrorism Risk Insurance Act
PI-TER-DN1	0115	Disclosure Notice Of Terrorism Ins Coverage Rejection

Philadelphia Indemnity Insurance Company

Locations Schedule

Policy Number: PHPK1565630

Premis. No.	Bldg. No.	Address
----------------	--------------	---------

0001	0001	570 Ocean Blvd Rye, NH 03870-2104
------	------	--------------------------------------

Philadelphia Indemnity Insurance Company

Loss Payee Schedule

Policy Number: PHPK1565630

Loss Payee

STATE OF NH DIVISION PARKS AND
RECREATION
PO Box 1856
Concord, NH 03302-1856

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)

Loss Payee

People's United Bank
122 Main St
Keene, NH 03431-3737

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)

Loss Payee

US Bank Equipment Finance
1310 Madrid St Ste 101
Marshall, MN 56258-4002

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
Canon C5235A Copier

Loss Payee

Capital A Leasing
1 Penn Plz
PO Box 6323
New York, NY 10119-0002

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
RE: Leased: Clover Mini, Clover POS FD 40- valued @ \$5,139

Loss Payee

CIT
c/o Insurance Service Center
PO Box 979220
Miami, FL 33197-9220

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
RE: Phone System

Philadelphia Indemnity Insurance Company

Loss Payee Schedule

Policy Number: PHPK1565630

Loss Payee

STATE OF NH DIVISION PARKS AND
RECREATION
PO Box 1856
Concord, NH 03302-1856

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)

Loss Payee

People's United Bank
122 Main St
Keene, NH 03431-3737

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)

Loss Payee

US Bank Equipment Finance
1310 Madrid St Ste 101
Marshall, MN 56258-4002

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
Canon C5235A Copier

Loss Payee

Capital A Leasing
1 Penn Plz
PO Box 6323
New York, NY 10119-0002

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
RE: Leased: Clover Mini, Clover POS FD 40- valued @ \$5,139

Loss Payee

CIT
c/o Insurance Service Center
PO Box 979220
Miami, FL 33197-9220

NH - Loc #1 - Bid #1 - BUSINESS PERS PROPERTY (MUSEUM-NFP)
RE: Phone System

Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1565630

Additional Insured

STATE OF NH DIVISION PARKS AND
RECREATION
PO Box 1856
Concord, NH 03302-1856

CG2011 - NH - Loc #1 - 334 (MUSEUM-NFP)

Additional Insured

People's United Insurance
850 Main St
Bridgeport, CT 06604-4917

CG2026 - General Liability
RE: Pick up of furniture donation